City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Closed Session - 5:30 p.m.
Study Session - 6:00 p.m.
General Session - 7:00 p.m.

Tuesday, September 16, 2025, 7:00 PM
COUNCIL CHAMBERS
1 Civic Center Circle
Brea, California 92821

Blair Stewart, Mayor **Cecilia Hupp,** Mayor Pro Tem

Christine Marick, Council Member **Marty Simonoff,** 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.gov. 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 generally 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 cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.gov. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

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

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 5:30 P.M.

1.A. Call to Order/Roll Call

1.B. Public Comment

1.C. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation. Initiation of Litigation: 2 potential cases.

2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:00 P.M.

2.A. Call to Order/Roll Call

2.B. Public Comment

2.C. Clarify Regular Meeting Topics

2.D. Comprehensive User Fee Study Update

2.E. Policy Considerations for Short-Term Rental Properties

2.F. Consideration of Adding an Economic Development Chapter to Brea City Code

2.G. Council Member Reports/Requests

2.H. Study Session Adjournment

3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3.A. Call to Order/Roll Call

3.B. Pledge of Allegiance: Boy Scout Troop 707

3.C. Invocation: Pastor Rick Crockett, Crosspointe Church

3.D. Proclamation: National Preparedness Month

3.E. Proclamation: Service Club Month

3.F. Report - Prior Study Session

3.G. Community Announcements

3.H. Matters from the Audience

3.I. Response to Public Inquiries

4. PUBLIC HEARING

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

4.A. 2025 Public Health Goals on Water Quality

— 1. Conduct a Public Hearing to receive public input, and;

— 2. Accept and approve the 2025 Public Health Goals Report on Water Quality. There is no fiscal impact to the General Fund.

4.B. Second Reading Brea Construction Code Tri-Annual Code Update

— 1. Hold a public hearing to consider adoption of Ordinance No. 1264;

— 2. Adopt by title only and waive further reading of Ordinance No. 1264,"An Ordinance of the City Council of the City of Brea adopting by reference the 2025 Edition of the California Administrative, Building, Residential, Mechanical, Plumbing, Electrical, Green Building Standards, Energy, Historical Building, and Existing Building Codes, the 2024 Edition of the International Property Maintenance Code, and the 2024 Edition of the International Swimming Pool And Spa Code, together with appendices, amendments, deletions and penalties, amending Title 15 of the Brea City Code, and approving a CEQA Exemption Determination," adopting by reference and amending, Codes comprising the 2025 Edition of the California Building Standards Code, and related “model” codes (collectively “California Code(s)” sometimes herein), the 2024 International Swimming Pool and Spa Code, and the 2024 International Property Maintenance Code; and

— 3. Adopt Resolution No. 2025-061, setting forth required findings for amendments to the 2025 Edition of the California Building Standards Code and related “model” codes (collectively “California Code(s)” sometimes herein), and the 2024 International Swimming Pool and Spa Code, based on local climatic, topographical, and/or geological conditions.

4.C. Second Reading 2025 Fire Code and Wildland Urban Interface Ordinance

— 1. Hold a public hearing to consider adoption of Ordinance No. 1265;

— 2. Adopt by title only and waive further reading of Ordinance No. 1265, "An Ordinance of the City Council of the City of Brea adopting by reference and Amending the 2025 California Wildland - Urban Interface Code and California Fire Code and Portions of the 2024 International Fire Code, as the City of Brea Fire Code, together with certain amendments, additions, deletions and exceptions, amending Title 16 (Fire Safety) of the Brea City Code, and Approving a CEQA Exemption Determination," adopting by reference and amending the 2025 California Fire Code (CFC) and 2025 California Wildland Urban Interface Code (CWUIC); and

— 3. Adopt Resolution No. 2025-062, setting forth required findings for amendments to the 2025 California Fire and Wildland Urban Interface Codes based on local climatic, topographical, and/or geological conditions.

5. ADMINISTRATIVE ITEMS

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

5.A. 2025 Investment Advisory Committee (IAC) Annual Update and City Treasurer Presentation

5.B. Annual Report related to Police Department use of Military Equipment as required by Government Code § 7072

— 1. Receive and file.

6. 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."

6.A. August 19, 2025 Regular City Council Meeting Minutes

— 1. Approve.

6.B. Annual Mills Act Compliance Report

— 1. Receive and file the annual Mills Act compliance report. There is no fiscal impact to the General Fund.

6.C. Encroachment, Maintenance, and Restoration Agreement for Main Event at 245 W. Birch St.

— 1. Approve the Encroachment, Maintenance, and Restoration Agreement for Main Event at 245 W. Birch St.;

— 2. Authorize the City Manager to execute the Encroachment, Maintenance, and Restoration Agreement and any non-monetary contract amendments and ancillary documents required for implementation of the Encroachment, Maintenance, and Restoration Agreement; and

— 3. Authorize the City Clerk to record the Encroachment, Maintenance, and Restoration Agreement. There is no impact to the General Fund resulting from acceptance of this Agreement.

6.D. Approval of Police Mobile Data Computers (MDC), Modems and Peripherals Replacements

— 1. Authorize the City's Procurement & Contracts Administrator to provide a Purchase Order for the purchase of Mobile Data Computers (MDCs), modems, and peripherals for the Police Department; and

— 2. Authorize the City Manager to sign the Professional Services Agreement with Motorola Solutions for $522,924.75. Funding for these purchases has already been appropriated in the current fiscal year.

6.E. Consideration and Approval of Easement Agreements with TPA VI, LLC for the Purchase of the City's Lease Interests in Wireless Telecommunication Sites at 101 South Brea Boulevard and 400 North Kraemer Boulevard

— 1. Find the below-mentioned Easement Agreements exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3);

— 2. Approve Easement Agreements and related closing documents with TPA VI, LLC (TowerPoint) for purchase of the City's lease interests in wireless telecommunications sites located at 101 South Brea Boulevard and 400 North Kraemer Boulevard;

— 3. Adopt Resolution Nos. 2025-063 and 2025-064 approving execution of the Easement Agreements and authorizing the City Manager to execute such Easement Agreements and all related closing documents upon completion of TowerPoint's title search/commitments as described in Attachment I;

— 4. Authorize the City Manager to administratively make non-substantive revisions to the Easement Agreements and related closing documents as necessary or appropriate; and

— 5. Amend the Fiscal Year 2025-27 City's General Fund (110) Operating Budget to: a. Appropriate up to $1,785,000 in one-time revenue from the new Easement Agreements; and b. De-obligate up to $194,075 (for this budget cycle) in revenue due to the new Easement Agreements' purchase of the City's interests in the two existing wireless leases.

6.F. Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan

— 1. Review and approve the Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan through Public Agency Retirement Services (PARS).

6.G. Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency

— 1. Review and approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

6.H. Investment Policy Guidelines for the City of Brea's Other Post Employment Benefits (OPEB) Trust Fund

— 1. Review and approve the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS).

6.I. Monthly Report of Investments for the City of Brea for Period Ended August 31, 2025

— 1. Receive and file.

6.J. August Outgoing Payment Log and City Disbursement Registers for August 15, 2025 , August 22, 2025, August 29, 2025, and September 5, 2025

— 1. Receive and file.

7. CITY/SUCCESSOR AGENCY - CONSENT

7.A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended August 31, 2025

— 1. Receive and file.

8. ADMINISTRATIVE ANNOUNCEMENTS

8.A. City Manager

8.B. City Attorney

8.C. Council Requests

9. COUNCIL ANNOUNCEMENTS

9.A. Council Announcements

10. ADJOURNMENT

10.A. Meeting Adjournment

Date Posted: September 11, 2025

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 2D.

Comprehensive User Fee Study Update

TO	PREPARED BY
Honorable Mayor and City Council Members	Alicia Brenner, Budget Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Receive and file the Comprehensive Fee Study.

Attachments

Comprehensive User Fee Study Presentation.pdf
Brea Comprehensive User Fee Study Report.pdf

Comprehensive User Fee Update

City Council Study Session – September 16, 2025

Presented by: Tony Thrasher, Willdan Financial Services

CITY of BREA

Background

Prior User Fee Updates

August 21, 2018	Updated Certain City Service User Fees (Reso. 2018-048)
September 18, 2018*	Updated Development Related User Fees (Reso. 2018-053)
June 16, 2020	Added City Service User Fees (Reso. 2020-046)
June 15, 2021	Added City Service User Fees (Reso. 2021-042)
January 18, 2022	Updated Emergency Medical Service Fee (Reso. 2022-001)

** Includes a CPI increase; last CPI increase was effective July 1, 2025*

What are User Fees?

- Provide private benefit with limited or no community benefit
- State law requires that:
    1) individual use of the service must be voluntary, and
    2) fees must reasonably relate to the services provided
- Fee levels and cost recovery determined through City Council fee adoption
- Does not include development impact fees, utility rates, taxes, etc.

Why Update User Fees?

- Subsidies in services impact the City's General Fund
  - Private and specific benefit services are subsidized by unobligated fund sources
  - Reduces ability to fund general and community benefits
- Decreased department funding typically results in understaffing and reduces service quality
- Cost recovery knowledge and planning
  - Provides clarity pressures on City resources
  - Enables City to strategize and set fees to benefit the City and community
  - State requirements for reasonable cost-based fees

Developer Deposits

Unlike a flat or hourly rate fee, developer deposits are established administratively based upon the City's municipal code 3.32.035.

> *Which states that the Community Development Director or designee (Director) is hereby authorized to determine the appropriate amount that must be maintained in such deposit until all application processing and related City services for which fees are charged have been completed.*

User Fee Objectives & Steps

Determine full cost of providing services

- Review fee scheduled based on service delivery
- Identify potential new fees (not currently collected)
- Reduce or remove user fees
- Use fully-burden rates, calculate full cost recovery

Update fees for services based on cost analysis

- Incorporate or establish cost recovery goals
  - Subsidies allow access to services and facilitate compliance
- Identify appropriate fee levels that:
  - Enhance reasonability and applicability
  - Maintain consistency with local policies and objectives
  - Maintain legal compliance with state law

Scope of the Study

Review and calculate cost of providing services and related user fees charged by the following departments and divisions:

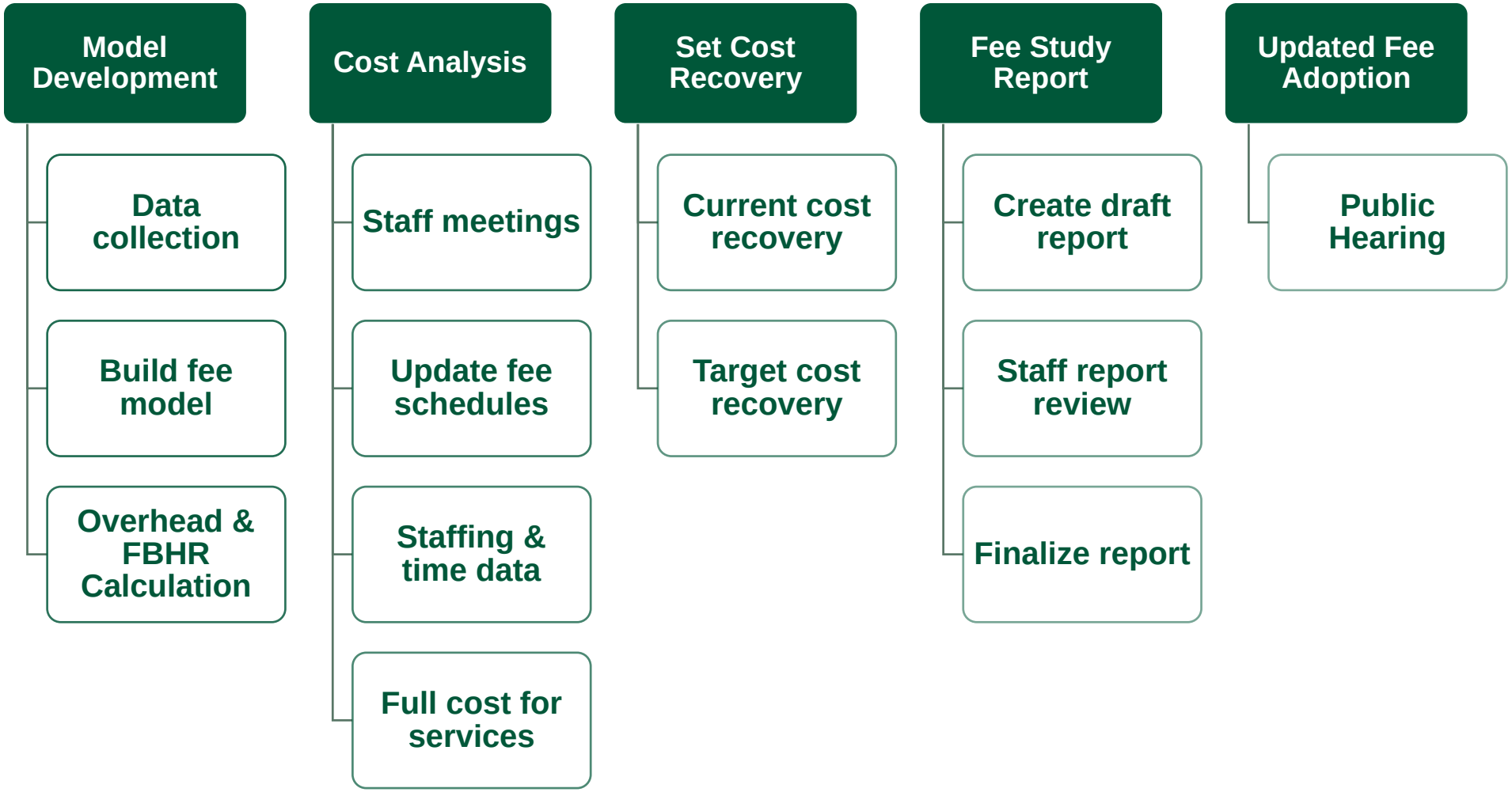
- Administrative Services
- Police Services
- Fire Services (including Fire Prevention and EMS)
- Building
- Planning
- Community Services
- Public Works

Data & City Staff Participation

- Primary type of data used:
  - Expenditure data
  - Staffing structures
  - Central service/Indirect overhead
  - Productive/Billable hours
  - Time estimates to complete tasks
  - City/Department input, feedback and policies

- Staff support through the process essential to ensure analysis fidelity

Summary Steps of the Study



Fee Cost Composition

- Fully Burden Hourly rates predominately used to calculate full cost for fees

- Important to keep in mind all processes, personnel, cross department, and indirect support involved to calculate full cost for services



Administrative Services

- An increase to three (3) user fees
- One (1) user fee recommended to be decreased
- One (1) user fee recommended to be added
- Eight (8) user fees to remain as currently set
- The average fee change would be an increase of 20%

Water Utility Billing

- An increase to 12 user fees
- Six (6) user fees recommended to remain as currently set
- The average fee change would be an increase of 45%

Planning

- Increase to 19 user fees and deposits
- 10 new user fees recommended to be added
- Seven (7) user fees recommended to change from deposit to a flat amount
- Two (2) user fees recommended to change from a set deposit fee amount to a variable based on the project and staff involvement
- Six (6) user fees would remain as currently set
- The average fee change would be an increase of 137% for user fees that didn’t change their methodology

Building

- An increase to 47 user fees
- 121 new user fees recommended to be added to better reflect the services that are provided to the public
  - Most are not new fees, but deviations of services already provided and a change in the user fee structure from deposit based to flat fees
- Three (3) user fees recommended to decrease
- 12 user fees recommended to remain as currently set
- Seven (7) user fees recommended to a flat fee from a deposit based
- Two (2) user fees recommended to change from deposit based determined by Building Official
- The average fee change would be an increase of 84%

Building

EXAMPLE

ACCESSORY DWELLING UNIT (ADU)
748 SQ.FT.(Two Bedrooms, One Bathroom. Remove Existing Patio Cover 262 Sq.ft)
$130,000 (VALUATION)

Description	Current Cost[1]	Full Cost Recovery Cost[2]	Current Subsidy Level
Hourly Rates			
Building Inspection	$ 1,934.50	$ -	n/a
Engineering Plan Check	427.50	-	n/a
Fire Plan Check	186.25	-	n/a
Building Plan Check	812.50	-	n/a
Planning Plan Check	136.25	-	n/a
Sub-total	$ 3,497.00	$ -	n/a
Flat Fees			
Building Fee	$ -	$ 3,743.00	n/a
Electrical Fee	-	186.86	n/a
Plumbing Fee	-	149.49	n/a
Mechanical Fee	-	149.49	n/a
Water Heater	56.00	56.00	0%
Water Closet (toilet)	57.00	57.00	0%
Wash Basin (lavatory)	14.50	14.50	0%
Sink, Kitchen	37.50	37.50	0%
Shower	37.50	37.50	0%
Laundry Tub or Washer (self service)	37.50	37.50	0%
Average Demand	1,110.78	1,110.78	0%
Records Management Fee	13.00	13.00	0%
Green Building Standard	6.00	6.00	0%
Seismic Fee- Residential	16.90	16.90	0%
Technology Fee	91.00	227.50	150%
Permit Issuance	40.00	94.00	135%
Sub-total	$ 1,517.68	$ 5,937.02	n/a
TOTAL	$ 5,014.68	$ 5,937.02	

Cost Recovery Increase **$ 922.34**

(1) Current cost based upon user fee rates effective July 1, 2025
(2) Based upon the recommended user fee amount from Draft User Fee Report

Community Services

- A cost recovery was analyzed for Community Services and information was shared with the department.
- No Community Services fees are recommended to be changed with this study as user fees were updated and approved by the Cultural Arts Committee (CAC) and the Parks, Recreation and Human Services Committee (PRHS) in May 2025 for the FY 2025-27 Operating Budget.

Fire

- An increase to eight (8) user fees
- Six (6) user fees recommended to be decreased
- 12 restructured user fees recommended to be added
- One (1) user fee recommended to remain as currently set
- The average fee change would be an increase of 42%

Police

- An increase to eight (8) user fees
- 12 user fees recommended to remain as currently set
- The average fee change would be an increase of 13%

Public Works

- An increase to 15 user fees
- 36 restructured user fees recommended to be added
- Three (3) user fees recommended to change to deposit based
- Four (4) user fees recommended to remain as currently set
- The average fee change would be an increase of 97%

Policy Discussion

- General standard: Individuals or groups who receive a private benefit from a service should pay 100% of cost
- In certain situations, subsidization is an effective public policy tool:
  - Encourage participation and provide access to services
  - Promote compliance when cost is prohibitive to residents
- Recommend that City utilize inflation factor to annually adjust user fees based upon CPI, MOU or another factor
- Comprehensive analysis every 5 years

Next Steps

Tonight	*Feedback and discussion of draft Comprehensive User Fee Study Report including subsidy levels*
Week of October 6	*City Clerk issues public hearing notices and issues user fee notification mailers*
October 21, 2025	*Public hearing to adopt recommended user fees*
January 1, 2026	*Effective date of adopted user fees (60 days or more following approval)*

Recommendation

- Provide direction on user fee recommendations;
- Consider a CPI inflator annually; and
- Direct staff to issue public hearing notice for the Tuesday, October 21, 2025 City Council Meeting.

City of Brea







User Fee Study

WILLDAN
FINANCIAL SERVICES

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Executive Summary

The City of Brea engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify recommended cost recovery for City Services as well as the full cost recovery amount. ***Appendix C*** details the full cost and suggested fees as determined through discussion with departmental staff. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole ("User Fees"). As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefits. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. There are no fees suggested to be set above the cost of service and as such a public vote is not required.

California User Fee History

Before Proposition 13, in times of fiscal shortages, California cities were able to raise property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote to enact or increase taxes. Due to the thresholds needed to increase local taxes, cities have less control and very few successful options for new revenues. The State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation, at the expense of local governments. In 2004-05, the Educational Revenue Augmentation Funds ("ERAF") take-away of property taxes and the reduction of Vehicle License Fees further reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the "Stop Hidden Taxes Initiative", which is aimed at defining "regulatory fees" as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The fees analyzed as part of a User Fee study typically fall under categories one through five consisting of charges for specific benefits, government service, regulatory need, for use of government property, or a fine/penalty.

Additional Policy Considerations

State regulations require that municipalities update their fee schedules to reflect the actual costs of certain public services primarily benefiting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby typically reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the City's Cost Allocation Plan. A Cost Allocation Plan identifies the central service functions of the City such as Finance, City Manager, and Human Resources and allocates their cost to the departments and funds of the City that they support. This plan was used in the User Fee study to account for the burden placed upon central services by the operating departments to allocate a proportionate share of central service cost through the study.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City to annually increase or decrease the fees by changes in a pre-approved inflationary index, as described below. However, such inflationary increases shall not exceed the reasonable estimated cost of providing the services each year.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can also be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs but cannot rely solely on the CPI increase as it is incumbent upon each agency to ensure the amount of the fees charged does not exceeds the reasonable estimated costs of providing the services. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every five years, which would include adding, amending, or removing fees for programs/services.

Study Objective

As the City of Brea seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. A User Fee Study provides assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group. Penalties and fines are violations, and should be set to deter activities, and are not based on the cost of a service.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Align development related fee structures to assign flat fee(s) for less complex projects and retain deposit based fees for more complex projects
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Brea departments and fee groups:

- Administrative Services
- Water Utility Billing
- Planning
- Building
- Community Services
- Fire
- Police
- Public Works

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provide them at existing, known, or reasonably anticipated service and staff level needs. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the utilized tools, techniques, or alternative approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the "reasonable cost" of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City's fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for such fees is the "estimated, reasonable cost" principle. To maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fiscal Year 2024-2025 Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits (see ***Appendix B***), but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

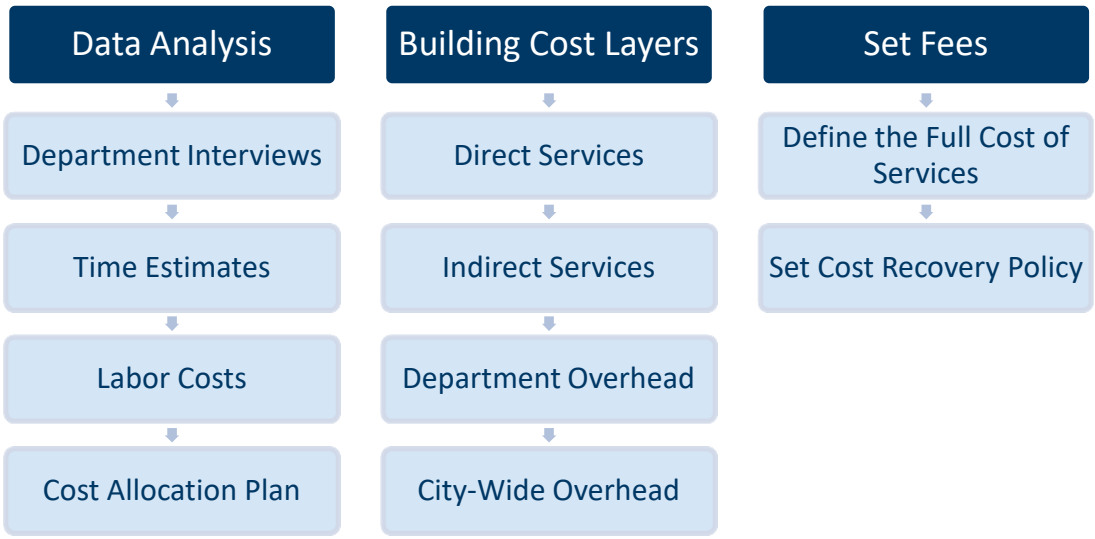
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Central service overhead costs allocated through the Cost Allocation Plan

A key factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to 1,650 productive or billable hours to account for calculated or anticipated hours' employees engage in non-billable activities such as paid vacation, sick leave, holidays, and other considerations, as necessary. Dividing the full cost, including overhead, of a position by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate for how a service is provided, to calculate a fee's cost based on the personnel and the amount of their time providing each service.

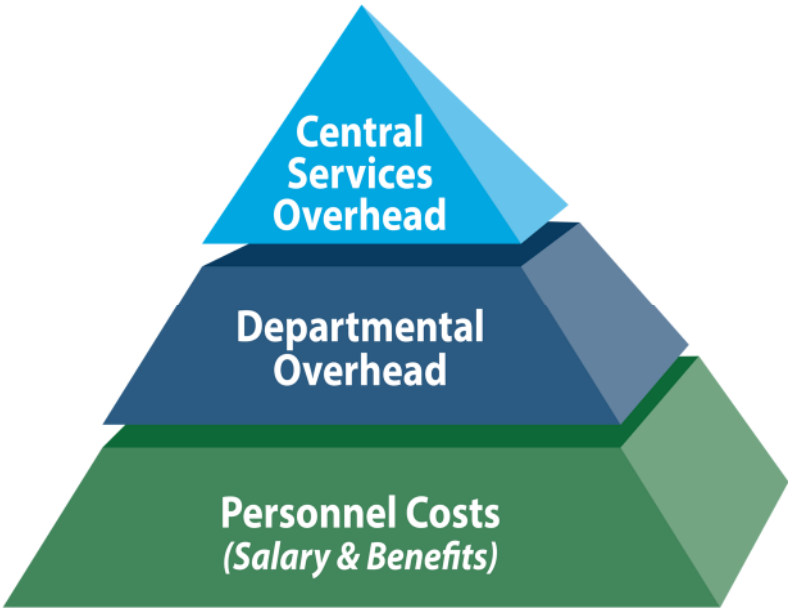
Summary Steps of the Study

The process of the study is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service ***(Appendix A)***. Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:



- ***Direct Labor (Personnel Costs):*** The costs related to staff salaries for time spent directly on fee-related services.
- ***Departmental Overhead:*** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- ***Central Services Overhead:*** These costs, as provided via the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.

Methodology

The two methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Program Cost Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence rental based fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit a program's needs and goals. Typical programmatic approach cases are valuation-based fees, Recreation programs, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonable tests and validation
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in ***Appendix C***, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Position staffing levels, seniority, and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Changes in processes and procedures within a department, or the City as a whole

- Changes in the development fee structure with a shift from deposit based fees to flat fee structure for less complex projects and more complex projects to remain as a deposit based fee structure
- Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time

Deposit based fees are established administratively based upon Municipal Code 3.32.035. Which states the following:

- The Community Development Director or designee (Director) is hereby authorized to determine the appropriate amount that must be maintained in such deposit until all application processing and related city services for which fees are charged have been completed. In estimating the required amount of funds to be deposited, the Director may utilize reasonable assumptions and shall consider determination of approximate amount based upon the amount of time historically spent on similar projects, and/or the likely expenditure estimates of staff time for the pending application based upon reasonable assumptions of the Director.
- Source: https://codelibrary.amlegal.com/codes/brea/latest/brea_ca/0-0-0-59198

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Brea User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in ***Appendix C***. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were obtained through interviews conducted with City staff for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time data used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service and will differ from City to City depending on staffing, positions involved, experience of staff, the use of consultants, and the policies and procedures in place for each City. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The primary goal of this study was to identify the cost of City services and identify a development fee structure that would streamline the fee collection process. Less complex and routine requests to be set up as a flat fee whereas more complexity requires a deposit, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility of determining the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no fixed rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Brea, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) who receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, some services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City, but it is important to distinguish the difference between any purported possible benefits that may be conveyed through the result of activities of the service receiver and the direct benefit being conveyed through the City providing the service to the requestor.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool since it can be used to reduce fees to encourage certain activities (such as to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without overburdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, typically the General Fund's other unrestricted funds.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may have a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

City staff are recommending setting user fees at suggested fee amounts as detailed in ***Appendix C***. City and departmental goals, City Council priorities, policy initiatives, past performance, implementation issues, and other internal and external factors should influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and the update to a consistent and comprehensive fee schedule were the primary objectives of this study. City staff have reviewed the full costs and identified the recommended fee levels for consideration by City Council.

The following sections provide background for each department, division, and fee group and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to ***Appendix C*** of this report.

Administrative Services

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

The department also provides information technology services to the entire City organization as well as contracted client agencies through the Information Technology Division's entrepreneurial base. Supporting all City departments, including public safety, requires staying abreast of current technology trends, security enhancements and changes to regulatory requirements while maintaining high levels of customer service to both internal and external customers. The division is comprised of the following programs: internal support, application support, external support, and geographic information system support.

Analysis

Willdan individually reviewed the services associated with the Administrative Services Department. The review also consisted of an evaluation of existing services to update the fee schedule.

Many of the fees and services listed under Administrative Services are licenses, regulated fees, or fees not otherwise recommended to be changed. For the user fees evaluated as part of this study the analysis relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most fees are currently set below the full cost of providing service. Staff is recommending the fees be adjusted as detailed in ***Appendix C***. As a result, there would be:

- An increase to 3 fees;
- 1 fee would decrease;
- 1 new Service fee would be added;
- 8 fees would remain as currently set, and;
- the average fee change would be an increase of 20%.

Water Utility Billing

The Water Division and Utility Billing Division are responsible for the city's potable water system, including backflow prevention and water quality issues. Water service is established as part of City of Brea Utilities.

Analysis

Willdan individually reviewed the services and programs associated with Water Utility Billing. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Water Utility Billing services relied primarily upon a standard unit cost build-up approach for user fees, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. No utility rates are included in the fee schedules included in this report, and no analysis was done on any utility rates. The analysis of the user fees found that current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in ***Appendix C***. As a result, there would be:

- An increase to 12 fees;
- 6 fees would remain as currently set, and;
- the average fee change would be an increase of 45%.

Planning

The Brea Planning Division is a vital part of the Community Development Department. Planning supports the life and business of the city by assuring that structures and amenities related to the built environment are well-functioning and of good quality. A dedicated professional team works with property owners and developers to help craft projects that will meet high standards. They also work to coordinate these projects in their early stages with neighbors so that proposed new construction or modifications to the property will be compatible with existing uses.

Analysis

Willdan individually reviewed the services and programs associated with the Planning Division. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Planning services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most current fees are under funding the cost for most of the services. In addition, Planning currently utilizes deposits for most services, and the city invoices against those deposit accounts to collect the full cost of service based upon City Council approved fully burdened hourly rates. Staff is recommending the fees be adjusted as detailed in ***Appendix C***. As a result, there would be:

- An increase to 19 fees and deposits;
- 10 new fees will be added;
- 7 fees would change from deposit to a flat amount;
- 2 fees would change from a set deposit fee amount to be variable based on the project and staff involvement;
- 6 fees would remain as currently set, and;
- the average fee change would be an increase of 137% for fees that didn't change their methodology (change from the current unit to a different unit in the Planning fee table).

Building

The Building & Safety Division is committed to protecting the lives and safety of the residents and visitors of Brea, preserving the City's quality of life, and contributing to the City's economic development. This is accomplished through the implementation of the building, plumbing, mechanical, electrical, and energy codes, as well as code enforcement regulation of local and state laws for all buildings in the City of Brea. The Division provides plan review and field inspections of buildings to ensure a safe, accessible, and energy-efficient environment throughout our community. The Division regulates local and state laws related to building construction, maintenance, use, repair, and rehabilitation. The Division also manages the City's permit system which coordinates and streamlines the construction permit process. Applications for construction projects are submitted to the Building & Safety Division where the review process is coordinated among several departments. This provides the customer with a comprehensive single point of contact throughout the entire review and permit process.

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Building services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in ***Appendix C***. As a result, there would be:

- An increase to 47 fees;
- 121 new fees will be added to better reflect the services that are provided to the public;
    - Most are not new fees, but deviations of services already provided and a change in the fee structure from deposits to flat fees.
- 3 fees would decrease;
- 12 fees would remain as currently set;
- 7 fees would change to a flat fee from a deposit based;
- 2 fees would change to deposit based from a to be determined by Building Official fee, and;
- the average fee change would be an increase of 84% for current fees.

Community Services

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

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

Analysis

A cost recovery was analyzed for the Community Services Department and is about 16%. No Community Service fees would be changed as a result of this study.

Div	Division Description	FY 2024-25 Adopted Budget	Avg Revenues FY19/20-FY22/23	Division Direct Cost Recovery	Admin Allocation	Department Cost Recovery	Indirect Allocation (22%)	Fully Burdened Cost Recovery
4145	CONTRACT CLASSES	$224,944	$159,546	71%	$133,517	45%	$54,564	39%
4154	FACILITY RESERVATIONS	$501,404	$378,924	76%	$297,611	47%	$121,624	41%
4215	FITNESS/WELLNESS PROGRAM	$541,665	$352,891	65%	$321,508	41%	$131,390	35%
4217/4425	TEEN PROGRAMS/ACTIVITIES/PRESCHOOL	$398,985	$151,609	38%	$236,819	24%	$96,780	21%
4224	KID WATCH	$167,477	$17,545	10%	$99,407	7%	$40,624	6%
4421	SPECIAL EVENTS	$307,645	$113,029	37%	$85,137	29%	$59,788	25%
4422	AQUATICS	$357,862	$137,060	38%	$212,411	24%	$86,805	21%
4424	ATHLETICS	$473,600	$160,388	34%	$281,107	21%	$114,880	18%
4428	YTH SUMMER ACTIV/DAY CAMP	$275,788	$112,967	41%	$163,695	26%	$66,897	22%
4429	AFTER SCHOOL PROGRAM	$285,755	$0	0%	$169,611	0%	$69,315	0%
4521	SENIOR SERVICES (CENTER)	$891,541	$26,620	3%	$246,724	2%	$173,264	2%
4523	BREA RESOURCE CENTER	$490,270	$45,574	9%	$135,677	7%	$95,280	6%
4525	TRANSPORTATION PROGRAM	$109,512	$23,804	22%	$14,771	19%	$18,918	17%
4541	GALLERY	$445,098	$69,154	16%	$123,176	12%	$86,501	11%
4542	THEATRE	$958,406	$304,688	32%	$129,273	28%	$165,564	24%
TOTAL COMMUNITY SERVICES DEPARTMENT		**$9,080,396**	**$2,113,876**	**23%**	**$2,650,444**	**18%**	**$1,382,194**	**16%**

Fire

The Fire department provides the delivery of life safety services by providing 24-hour emergency response to a wide variety of critical situations, including fires, explosions, hazardous materials incidents, medical emergencies, accidents, and miscellaneous public assistance requests. The department consists of three divisions: Administration, Fire Operations and Fire Prevention.

Analysis

Willdan individually reviewed the services and programs associated with the Fire Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Fire services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most of the current fees are underfunding the cost of most of the services. Staff is recommending the fees be adjusted as detailed in ***Appendix C***. As a result, there would be:

- An increase to 8 fees;
- 6 fees would decrease;
- 12 new restructured fees will be added;
- 1 fee would remain as currently set, and;
- the average fee change would be an increase of 42% for current fees.

Police

The Brea Police Department provides a full range of services to the City of Brea. The police department provides services to a total residential population of approximately 47,000 and a daylight population of approximately 125,000. The department deploys its personnel in two divisions: Support Services and Operations. In conjunction with the police department's policing philosophy, each division will expand the use of crime analysis information to identify crime trends within our communities in an effort to better deploy our resources, prevent and reduce crime, and apprehend criminals. The department's mission statement serves as a guide toward enhancing public safety within the community of Brea. The department further commits itself to collaborative decision-making, shared organizational values, and individual meaning in the workplace.

Analysis

Willdan individually reviewed the services and programs associated with the Police Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Police services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in ***Appendix C***, with no increase being greater than full cost or 50% whichever is less. As a result, there would be:

- An increase to 8 fees;
- 12 fees would remain as currently set, and;
- The average fee change would be an increase of 13%.

Public Works

The Public Works Department provides a wide range of services to the community. Services include operations and maintenance of the public right-of-way and City facilities; design and construction of capital improvement projects; operations and maintenance of City utilities; oversight of sustainability practices; and support of various community activities throughout the year.

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

The Engineering Division is responsible for the design and construction of infrastructure, issuing Public Works permits, performing inspections, and administration of both the City's Transportation Program and the Capital Improvement Program and coordinates with the Street Division to manage the National Pollutant Discharge Elimination System (NPDES), Water Conservation programs, and Fats, Oils & Greases (FOG) programs. This division also supports other City Departments seeking construction and project management expertise and assistance.

Analysis

Willdan individually reviewed the services and programs associated with the Public Works Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Public Works Department relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most fees are currently set below the full cost of providing service. It is recommended that the City set Public Works fees at the levels detailed in ***Appendix C***. As a result, there would be:

- an increase to 15 fees;
- 36 new restructured fees would be added;
- 3 fees will change from varies to a deposit;
- 4 fees would remain as currently set, and;
- the average estimated increase would be around 97% for current fees.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a portion of the total allowable cost is recovered as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The direct overhead percentages below are derived by dividing operational costs by personnel cost. The indirect allocation percentages are provided through the Cost Allocation Plan. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and other costs that are charged directly to the service requestor.

City of Brea - User Fee Study

Overhead Rate Calculations (based on FY 2024-2025 data)

Department	Total Employee Services	Department Operations & Administration	Direct Overhead %	Internal Service Overhead %	Cost Allocation Overhead %
110: ADMINISTRATIVE SERVICES	396,242	74,153	19%	24%	0%
110: CITY ACCOUNTING	807,546	19,192	2%	15%	0%
110: CITY MANAGER'S OFFICE	1,007,372	50,005	5%	14%	0%
110: COMMUNITY DEVELOPMENT	2,586,978	195,735	8%	17%	27%
110: COMMUNITY SERVICES	5,532,022	738,405	13%	40%	22%
110: COUNCIL SUPPORT	436,976	125,720	29%	16%	0%
110: FIRE SERVICES	8,155,249	800,489	10%	15%	9%
110: MEDIA SERVICES/GRAPHICS	251,442	15,680	6%	30%	0%
110: POLICE SERVICES	23,471,543	1,185,502	5%	15%	9%
110: PUBLIC INFORMATION	428,895	113,457	26%	13%	0%
110: PUBLIC WORKS	3,160,996	1,052,609	33%	23%	35%
174: PARAMEDIC SERVICES	6,108,886	134,236	2%	12%	8%
280: HOUSING SUCCESSOR	168,999	92,048	54%	12%	13%
420: WATER UTILITY	2,290,768	629,387	27%	23%	22%
430: SEWER UTILITY	879,608	148,855	17%	25%	18%
440: SANITATION & ST SWEEPING	419,782	87,016	21%	46%	19%

Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR's) of staff positions that provide for the services detailed in ***Appendix C***. The FBHR's were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position as determined by the department they are assigned to. Refer previously to ***Appendix A*** for identifying the percentage overheads for each department. For any user fee service request that is outside the scope of the fees detailed in ***Appendix C***, or for services for which there is no fee currently set, the City can notify and charge up to the full cost of the personnel, third party, or material cost involved to the service requestor.

City of Brea - User Fee Study

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
110: CITY ACCOUNTING	Accounting: Accounting Technician I	$42.80
110: CITY ACCOUNTING	Accounting: Accounting Technician II	$87.64
110: CITY ACCOUNTING	Accounting: Deputy Director of Administrative Services	$228.51
110: CITY ACCOUNTING	Accounting: Financial Services Manager	$182.27
110: CITY ACCOUNTING	Accounting: Fiscal Specialist	$90.57
110: CITY ACCOUNTING	Accounting: Senior Accountant	$117.96
110: ADMINISTRATIVE SERVICES	Admin: Deputy City Manager/Director	$304.86
110: ADMINISTRATIVE SERVICES	Admin: Deputy Director of Administrative Services	$281.93
110: ADMINISTRATIVE SERVICES	Admin: Executive Assistant	$101.90
110: ADMINISTRATIVE SERVICES	Admin: Senior Management Analyst	$168.59
110: COMMUNITY DEVELOPMENT	CD: Administrative Clerk II	$84.60
110: COMMUNITY DEVELOPMENT	CD: Assistant Planner	$129.72
110: COMMUNITY DEVELOPMENT	CD: Building Official	$189.00
110: COMMUNITY DEVELOPMENT	CD: City Planner	$249.38
110: COMMUNITY DEVELOPMENT	CD: Combination Inspector II	$119.78
110: COMMUNITY DEVELOPMENT	CD: Community Development Specialist	$91.82
110: COMMUNITY DEVELOPMENT	CD: Deputy City Manager/Director	$376.46
110: COMMUNITY DEVELOPMENT	CD: Economic Development Manager	$189.75
110: COMMUNITY DEVELOPMENT	CD: Executive Assistant	$122.05
110: COMMUNITY DEVELOPMENT	CD: Junior Plans Checker	$118.59
110: COMMUNITY DEVELOPMENT	CD: Management Analyst I	$116.19
110: COMMUNITY DEVELOPMENT	CD: Permit Technician	$93.55
110: COMMUNITY DEVELOPMENT	CD: Planning Technician	$85.97
110: COMMUNITY DEVELOPMENT	CD: Senior Management Analyst	$161.74
110: COMMUNITY DEVELOPMENT	CD: Senior Planner	$161.73
110: CITY MANAGER'S OFFICE	CM: City Manager	$355.80
110: CITY MANAGER'S OFFICE	CM: Deputy City Manager/Director	$273.53
110: CITY MANAGER'S OFFICE	CM: Emergency Preparedness Coordinator	$138.78
110: CITY MANAGER'S OFFICE	CM: Executive Assistant	$93.22
110: CITY MANAGER'S OFFICE	CM: Management Analyst I	$94.93
110: CITY MANAGER'S OFFICE	CM: Senior Management Analyst	$123.80
110: COUNCIL SUPPORT	Council Support: City Clerk	$223.55
110: COUNCIL SUPPORT	Council Support: City Clerk Specialist	$84.52
110: COUNCIL SUPPORT	Council Support: Deputy City Clerk/Records Supervisor	$151.27
110: COMMUNITY SERVICES	CS: Community Services Director	$416.66
110: COMMUNITY SERVICES	CS: Community Services Specialist I	$102.71
110: COMMUNITY SERVICES	CS: Community Services Specialist II	$128.17
110: COMMUNITY SERVICES	CS: Community Services Supervisor	$194.26
110: COMMUNITY SERVICES	CS: Deputy Director of Community Services	$283.68
110: COMMUNITY SERVICES	CS: Executive Assistant	$114.23
110: COMMUNITY SERVICES	CS: Fiscal Specialist	$150.13

City of Brea - User Fee Study

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
110: COMMUNITY SERVICES	CS: Media Services Specialist I	$81.45
110: COMMUNITY SERVICES	CS: Media Services Specialist II	$143.85
110: COMMUNITY SERVICES	CS: Senior Management Analyst	$199.05
110: FIRE SERVICES	Fire: Combination Inspector II	$114.30
110: FIRE SERVICES	Fire: Executive Assistant	$93.28
110: FIRE SERVICES	Fire: Fire Battalion Chief	$427.58
110: FIRE SERVICES	Fire: Fire Captain	$259.45
110: FIRE SERVICES	Fire: Fire Chief	$417.95
110: FIRE SERVICES	Fire: Fire Engineer	$242.25
110: FIRE SERVICES	Fire: Fire Marshal	$188.19
110: FIRE SERVICES	Fire: Fire Prevention Specialist I	$111.78
110: FIRE SERVICES	Fire: Firefighter	$167.83
110: FIRE SERVICES	Fire: Permit Technician	$94.59
110: MEDIA SERVICES/GRAPHICS	Graphics: Senior Media Servs Specialist - AV	$119.47
110: POLICE SERVICES	Police: Communications Supervisor	$141.36
110: POLICE SERVICES	Police: Crime Analyst	$121.24
110: POLICE SERVICES	Police: Crime Scene Investigator	$122.97
110: POLICE SERVICES	Police: Executive Assistant	$102.47
110: POLICE SERVICES	Police: Management Analyst I	$100.28
110: POLICE SERVICES	Police: Police Captain	$394.32
110: POLICE SERVICES	Police: Police Chief	$393.51
110: POLICE SERVICES	Police: Police Comm Outreach Coordinator	$87.93
110: POLICE SERVICES	Police: Police Lieutenant	$363.44
110: POLICE SERVICES	Police: Police Officer	$221.09
110: POLICE SERVICES	Police: Police Records Technician	$80.84
110: POLICE SERVICES	Police: Police Records/Property & Evidence Sv.	$147.49
110: POLICE SERVICES	Police: Police Sergeant	$295.41
110: POLICE SERVICES	Police: Police Services Officer	$101.84
110: POLICE SERVICES	Police: Property and Evidence Technician	$102.30
110: POLICE SERVICES	Police: Public Safety Dispatcher I	$75.62
110: POLICE SERVICES	Police: Public Safety Dispatcher II	$100.71
110: POLICE SERVICES	Police: Senior Public Safety Dispatcher	$116.59
110: POLICE SERVICES	Police: Sr. Police Records Technician	$102.15
110: PUBLIC INFORMATION	Pub Info: Communications & Marketing Manager	$197.82
110: PUBLIC INFORMATION	Pub Info: Management Analyst I	$109.46
110: PUBLIC INFORMATION	Pub Info: Media Services Specialist I	$97.55
110: PUBLIC WORKS	PW: Accounting Technician I	$108.41
110: PUBLIC WORKS	PW: Administrative Clerk II	$103.20
110: PUBLIC WORKS	PW: Assistant Engineer	$184.19
110: PUBLIC WORKS	PW: City Engineer	$286.74
110: PUBLIC WORKS	PW: Combination Inspector II	$152.51

City of Brea - User Fee Study

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
110: PUBLIC WORKS	PW: Engineering Technician I	$124.59
110: PUBLIC WORKS	PW: Executive Assistant	$155.40
110: PUBLIC WORKS	PW: Landscape Main. Contract Admin	$172.98
110: PUBLIC WORKS	PW: Maintenance Services Crew Leader	$165.58
110: PUBLIC WORKS	PW: Maintenance Services Superintendent	$220.70
110: PUBLIC WORKS	PW: Maintenance Services Supervisor	$195.57
110: PUBLIC WORKS	PW: Maintenance Services Worker I	$79.29
110: PUBLIC WORKS	PW: Maintenance Services Worker II	$141.56
110: PUBLIC WORKS	PW: Management Analyst I	$145.96
110: PUBLIC WORKS	PW: Permit Technician	$115.56
110: PUBLIC WORKS	PW: Principal Civil Engineer	$243.98
110: PUBLIC WORKS	PW: Public Works Director	$366.30
110: PUBLIC WORKS	PW: Senior Management Analyst	$206.51
174: PARAMEDIC SERVICES	174: Paramedic: Administrative Clerk II	$46.11
174: PARAMEDIC SERVICES	174: Paramedic: Ambulance Operator	$60.32
174: PARAMEDIC SERVICES	174: Paramedic: Emergency Medical Services Manager	$167.51
174: PARAMEDIC SERVICES	174: Paramedic: Fire Captain	$278.18
174: PARAMEDIC SERVICES	174: Paramedic: Fire Engineer	$245.44
174: PARAMEDIC SERVICES	174: Paramedic: Firefighter	$206.97
174: PARAMEDIC SERVICES	174: Paramedic: Human Resources Technician	$110.29
280: HOUSING SUCCESSOR	280: Housing: Administrative Clerk II	$100.34
280: HOUSING SUCCESSOR	280: Housing: Senior Management Analyst	$191.85
420: WATER UTILITY	420: Water: Accounting Technician I	$109.73
420: WATER UTILITY	420: Water: Accounting Technician II	$116.67
420: WATER UTILITY	420: Water: Administrative Clerk II	$73.60
420: WATER UTILITY	420: Water: Assistant City Engineer	$273.35
420: WATER UTILITY	420: Water: City Engineer	$263.10
420: WATER UTILITY	420: Water: Environmental Services Coordinator	$221.63
420: WATER UTILITY	420: Water: Environmental Services Inspector	$173.03
420: WATER UTILITY	420: Water: Executive Assistant	$142.59
420: WATER UTILITY	420: Water: Financial Services Manager	$284.81
420: WATER UTILITY	420: Water: Fiscal Specialist	$154.68
420: WATER UTILITY	420: Water: Public Works Director	$336.11
420: WATER UTILITY	420: Water: Senior Management Analyst	$189.49
420: WATER UTILITY	420: Water: Water Distribution Crew Leader	$154.84
420: WATER UTILITY	420: Water: Water Distribution Operator I	$120.33
420: WATER UTILITY	420: Water: Water Distribution Operator II	$142.75
420: WATER UTILITY	420: Water: Water Distribution Superintendent	$269.74
420: WATER UTILITY	420: Water: Water Distribution Supervisor	$204.86
430: SEWER UTILITY	430: Sewer: Accounting Technician I	$101.19
430: SEWER UTILITY	430: Sewer: Accounting Technician II	$107.59

City of Brea - User Fee Study

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
430: SEWER UTILITY	430: Sewer: Administrative Clerk II	$67.87
430: SEWER UTILITY	430: Sewer: Assistant City Engineer	$252.09
430: SEWER UTILITY	430: Sewer: City Engineer	$242.64
430: SEWER UTILITY	430: Sewer: Environmental Services Coordinator	$204.39
430: SEWER UTILITY	430: Sewer: Environmental Services Inspector	$159.57
430: SEWER UTILITY	430: Sewer: Executive Assistant	$131.50
430: SEWER UTILITY	430: Sewer: Fiscal Specialist	$142.65
430: SEWER UTILITY	430: Sewer: Maintenance Services Worker I	$90.59
430: SEWER UTILITY	430: Sewer: Maintenance Services Worker II	$121.85
430: SEWER UTILITY	430: Sewer: Public Works Director	$309.97
430: SEWER UTILITY	430: Sewer: Water Distribution Superintendent	$248.75
430: SEWER UTILITY	430: Sewer: Water Distribution Supervisor	$188.92
440: SANITATION & ST SWEEPING	440: Sanitation: Accounting Technician I	$121.10
440: SANITATION & ST SWEEPING	440: Sanitation: Accounting Technician II	$128.76
440: SANITATION & ST SWEEPING	440: Sanitation: Administrative Clerk II	$81.22
440: SANITATION & ST SWEEPING	440: Sanitation: Executive Assistant	$157.36
440: SANITATION & ST SWEEPING	440: Sanitation: Fiscal Specialist	$170.71
440: SANITATION & ST SWEEPING	440: Sanitation: Maintenance Services Crew Leader	$167.68
440: SANITATION & ST SWEEPING	440: Sanitation: Maintenance Services Superintendent	$223.50
440: SANITATION & ST SWEEPING	440: Sanitation: Maintenance Services Supervisor	$198.05
440: SANITATION & ST SWEEPING	440: Sanitation: Management Analyst I	$147.81
440: SANITATION & ST SWEEPING	440: Sanitation: Public Works Director	$370.94
440: SANITATION & ST SWEEPING	440: Sanitation: Senior Management Analyst	$209.13
440: SANITATION & ST SWEEPING	440: Sanitation: Street Sweeper Operator	$148.17

City of Brea - User Fee Study

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
	Part Time/Contract Positions	
110: POLICE SERVICES	Police Cadet	$23.30
110: POLICE SERVICES	Jailer	$53.26
110: POLICE SERVICES	Parking Control Officer	$47.40
110: COMMUNITY DEVELOPMENT	Administrative Intern	$25.31
110: COMMUNITY DEVELOPMENT	Code Enforcement Officer	$25.31
110: COMMUNITY SERVICES	Facilities Worker	$31.06
110: COMMUNITY SERVICES	Sr. Community Services Leader	$31.06
110: COMMUNITY SERVICES	Community Services Leader	$28.24
110: COMMUNITY SERVICES	Community Services Worker	$25.68
110: COMMUNITY SERVICES	Community Services Coordinator	$34.18
110: COMMUNITY SERVICES	Senior Lifeguard/Instructor	$31.08
110: COMMUNITY SERVICES	Lifeguard/Instructor	$28.24
110: COMMUNITY SERVICES	Lifeguard	$25.68
110: COMMUNITY SERVICES	Shuttle Driver	$47.95
110: COMMUNITY SERVICES	Specialist/Inspector	$143.69
440: SANITATION & ST SWEEPING	Recycling Coordinator	$32.30
110: PUBLIC WORKS	Contract Labor: Consultant Plan Check Rate	$234.61
110: PUBLIC WORKS	Contract Labor: Consultant Inspection Rate	$215.95
110: BUILDING	Contract Labor: Consultant Building Plan Check Rate	$184.07
110: BUILDING	Contract Labor: Consultant Building Inspection Rate	$163.62
110: FIRE SERVICES	Contract Labor: Consultant Fire Plan Check Rate	$221.33

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees, services, and penalties in which the full cost, existing fee, and suggested fee is listed as "NA," the amount or percentage was not calculable. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one-to-one basis, a full cost was not calculated (for penalties, fines, market-based fees, or items not included in the study), or when there is not a current fee amount to compare against.

Administrative Services

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	**Miscellaneous**							
2	Subpoena (For Non-Peace Employees)	$275.00	per day	Mandated by GC68096.1	NA	NA	$275.00	$0
3	Digital Reproduction for Public Records Requests	$5.00	per DVD's	no charge if they bring their own. GC7922.530(a)	$5.00	0%	$5.00	$0
4	Candidate Filing Fee	$10.00		Mandated by Ord No. 527	NA	NA	$10.00	$0
5	Copies	$0.10	per page	GC7922.530(a)	$0.10	0%	$0.10	$0
6	Notary Fee	$15.00	per signature	GC8211	NA	NA	$15.00	$0
7	Returned Check (1st Offense)	$25.00			NA	NA	$25.00	$0
8	Returned Check (2nd Offense or more)	$35.00			NA	NA	$35.00	$0
9	Utility Research Assistance Fee	$38.00	per request		$139.31	0%	$139.00	$101
10	**Business License**							
11	Massage Establishment Permit	$750.00		Livescan fee included	$689.13	0%	$689.00	-$61
12	Massage Establishment Permit - Renewal	$500.00			$689.13	0%	$689.00	$189
13	Replacement of Massage Permit	$25.00			$134.53	0%	$134.00	$109
14	Renewal for Expired Massage Permit (Late Fee)	10%/month X annual fee for Massage Establishment			NA	NA	10%/month X annual fee for Massage Establishment	$0
15	Service Fee	New		This fee is intended to recover the costs associated with processing card payments, ACH transfers, and other electronic transactions, whether conducted online or in person	NA	NA	*The service fee shall vary based on the rate negotiated with the third-party vendor. In no event shall the service fee exceed 6% for vendors without a minimum per-transaction charge. For vendors with a contractually established minimum per-transaction charge, the City shall not impose a service fee exceeding $4.00 per transaction without further City Council approval*	NA

Water Utility Billing

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	New Account/Application Fee	$45.00		$138.58	50%	$69.00	$24
2	Past Due Notice	$10.00		NA	NA	$10.00	$0
3	After Hours Service	$90.00		$576.46	50%	$288.00	$198
4	Cut Lock / Broken Lock / Missing Lock	$60.00		$190.43	0%	$190.00	$130
5	Meter Abandonment	$100.00		$219.59	0%	$219.00	$119
6	Monthly Maintenance Fee for Accounts w/Backflow Devices	$7.00		NA	NA	$7.00	$0
7	Intentional Damage to Meter	$120.00	plus cost of equipment	$370.08	0%	$370.00	$250
8	Broken Angle Stop	$45.00	per hour plus cost of equipment	$673.42	0%	$673.00	$628
9	Unauthorized turn-on or turn-off Meter Register	$30.00		$142.08	1%	$140.00	$110
10	Broken or Missing Meter Register	$45.00	per hour plus cost of equipment	$151.76	1%	$150.00	$105
11	Unauthorized Use of Hydrant for Filling Water Truck (Per Occurrence)	$350.00	Plus cost of water	NA	NA	$350.00	$0
12	Delinquent Service Charge	10% of Outstanding Balance		NA	NA	10% of Outstanding balance	$0
13	Meter Re-Reads & Efficiency Checks (Customer Initiated)	$30.00		$70.00	0%	$70.00	$40
14	Water Shut Off Charge	$65.00		NA	NA	$65.00	$0
15	Hang Tag Charges	$30.00		NA	NA	$50.00	$20
16	Temporary Construction Meter Processing Fee	$100.00		$151.09	1%	$150.00	$50

Water Utility Billing

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
17	Construction Water - Use of City Equipment	$2,650.00	(deposit)	NA	NA	$2,650 (deposit)	$0
18	Lock-on Meter Fee	$40.00		NA	NA	$100.00	$60

Note: Deposit based fees are subject to change based upon direction of the Community Development Director or designee per Municipal Code 3.32.035.

Planning

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
1	Annexation Request	$5,000.00	deposit	NA	NA	$5,000.00	deposit	$0
2	Appeal Processing (residents - non-applicant)	$50.00	flat fee	$2,005.62	63%	$750.00	flat fee	$700
3	Appeal Processing (non-residents & applicant)	$1,000.00	deposit	NA	NA	$2,000.00	deposit	$1,000
4	Certificate of Compatibility	$1,000.00	deposit	NA	NA	$2,000.00	deposit	$1,000
5	Conditional Use Permit - New Construction	$2,000.00	deposit	NA	NA	$4,000.00	deposit	$2,000
6	Conditional Use Permit - Others	New	Flat fee	$4,161.71	4%	$4,000.00	Flat fee	NA
7	Conditional Use Permit - Amendment	New	deposit/flat fee	NA	NA	50% of original fee	deposit/flat fee	NA
8	Minor Conditional Use Permit	$1,000.00	deposit	$1,531.95	2%	$1,500.00	Flat Fee	$500
9	Development Agreement	$2,000.00	deposit	NA	NA	$5,000.00	deposit	$3,000
10	Entertainment Permit	$550.00	Deposit	$1,266.64	5%	$1,200.00	flat fee	$650
11	Environmental Review (CEQA)	$2,000.00	deposit	NA	NA	Varies by Project	deposit	NA
12	General Plan Amendment	$2,000.00	deposit	NA	NA	$10,000.00	deposit	$8,000

Planning

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
13	General Plan Maintenance Fee	$1.96	per $1,000 of construction value	$2.76	0%	$2.76	per $1,000 of construction value	$1
14	Planning Entitlement/Plan Check Management Rate	$175.00	per hour	$249.38	0%	$249.00	per hour	$74
15	Planning Entitlement/Plan Check Regular Rate	$109.00	per hour	$129.72	1%	$129.00	per hour	$20
16	Planning Entitlement/Plan Check Supervisory Rate	New	per hour	$161.73	0%	$161.00	per hour	NA
17	Expedited Planning Plan Check Rate (case by case basis at the direction of Director or designee)	New	per hour	$270.41	0%	$270.00	per hour	NA
18	Precise Development - New Construction	$2,000.00	deposit	NA	NA	$2,500.00	deposit	$500
19	Precise Development - Others	New	Flat fee	$2,539.37	2%	$2,500.00	flat fee	NA
20	Special Projects	$2,000.00	deposit	NA	NA	Varies - as determined appropriate per CD Director	deposit	NA
21	Specific Plan	$2,000.00	deposit	NA	NA	$10,000.00	deposit	$8,000
22	Specific Plan Amendment	$2,000.00	deposit	NA	NA	$7,500.00	deposit	$5,500
23	Temporary Trailer	$500.00	deposit	NA	NA	$1,500.00	deposit	$1,000
24	Zone Change	$2,000.00	deposit	NA	NA	$10,000.00	deposit	$8,000
25	Variance	$2,000.00	deposit	NA	NA	$2,000.00	deposit	$0
26	Zoning Ordinance Amendment	$2,000.00	deposit	NA	NA	$5,000.00	deposit	$3,000

Planning

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
27	Temporary Use Permit - Large Events	$300.00		NA	NA	$850.00	deposit	$550
28	Temporary Use Permit - Others	New	Flat Fee	$870.32	2%	$850.00	flat fee	NA
29	Historic Preservation Listing	$250.00	Deposit	NA	NA	$250.00	deposit	$0
30	Mills Act Contract	$250.00	Deposit	$2,030.09	1%	$2,000.00	flat fee	$1,750
31	Film Permit - Large Scale	New		NA	NA	$650.00	Deposit	NA
32	Film Permit - Small Scale	$500.00	Deposit	$668.95	3%	$650.00	flat fee	$150
33	Temporary Signs/Banners	$85.00	flat fee	$129.72	34%	$85.00	flat fee	$0
34	Preliminary Plan Review	$2,000.00	deposit	$2,537.51	1%	$2,500.00	flat fee	$500
35	Tentative Parcel/Tract Map - Regular	$2,000.00	deposit	NA	NA	$5,000.00	deposit	$3,000
36	Tentative Parcel/Tract Map - Ministerial	$2,000.00	deposit	NA	NA	$2,000.00	deposit	$0
37	Tree Removal Permit (up to 5 trees)	$500.00	Deposit	$570.37	4%	$550.00	flat fee	$50
38	Tree Removal Permit (6+ trees)	New	Flat fee	$822.32	3%	$800.00	flat fee	NA
39	Zoning Verification Letter	$291.00	Flat fee	$404.39	1%	$400.00	flat fee	$109
40	Plan Review - New Construction	$2,000.00	deposit	NA	NA	$2,000.00	deposit	$0
41	Plan Review - Others	$1,000.00	Flat fee	$1,538.43	2%	$1,500.00	flat fee	$500

Planning

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
42	Administrative Remedy	$500.00	deposit	$768.44	2%	$750.00	flat fee	$250
43	Administrative Interpretation	New	Flat fee	$1,074.40	7%	$1,000.00	flat fee	NA
44	Encroachment License Agreement	New	flat fee	$525.02	5%	$500.00	flat fee	NA

NOTE:

If contract services are provided, will be billed at Actual Cost plus Indirect %
If a project requires multiple applications that require both deposit and flat fee, it will be processed as a deposit based application
If a project requires multiple flat fee applications, the City will charge highest flat fee required + 25% of each flat fee
Deposit based fees are subject to change based upon direction of the Community Development Director or designee per Municipal Code 3.32.035.

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
1	**Parking Permit**								
2	Initial Parking Permit Application and Renewal Application Permit (In-Person)	$34.00			$70.16	0%	$70.00	flat	$36
3	Initial Parking Permit Application and Renewal Application Permit (Online)	$22.00			$46.77	2%	$46.00	flat	$24
4	Overnight Parking Permit Appeals	$30.00			$117.88	1%	$117.00		$87
5	**Development Fee**								
6	Building Permit Technician Rate	New	per hour		$93.55	1%	$93.00		NA
7	Building Plan Check Rate	$130.00	per hour		$157.88	1%	$157.00	per hour	$27
8	Expedited Building Plan Check Rate (case by case basis at the direction of Director or designee)	New	per hour		$283.49	1%	$280.00	per hour	NA
9	Building Management Rate	$188.00	per hour		$189.00	1%	$188.00		$0
10	Building Inspection Rate	$146.00	per hour		$146.08	0%	$146.00		$0
11	Building Inspection Outside Normal Business Hours (4 hrs Min.)	$219.00	per hour		$981.71	0%	$981.00		$762
12	Building callback inspections/re-inspections	$146.00	per hour		$146.08	0%	$146.00		$0
13	Building Inspection (When Building Fires Occurs During Working Hours)	New			$377.99	0%	$377.00		NA
14	Building Inspection (When Building Fires Occurs During Non-Working Hours)	New			$755.99	0%	$755.00		NA
15	Grading Miscellaneous - Inspection Outside Normal Business Hrs (Min. 4 hrs)	$219.00	per hour		$876.50	0%	$876.00		$657
16	Records Management Fee	.0001 x valuation (Valuation =$1 per square foot)			NA	NA	.0001 x valuation (Valuation =$1 per square foot)		$0
17	Green Building Standards Fee	$4 per $100,000 valuation; minimum $1			NA	NA	$4 per $100,000 valuation; minimum $1		$0
18	Seismic Fee (residential)	.00013 x valuation			NA	NA	.00013 x valuation		$0
19	Seismic Fee (Non-residential)	.00028 x valuation			NA	NA	.00028 x valuation		$0
20	Technology Fee (For Permitting System)	0.08% of Construction Permit Valuation			0.21%	3%	0.20%		0.12%
21	General Maintenance Fee	.00196 x valuation (Valuation Varies)			0.00276%	0%	0.00276%		0.001%
22	Permit Issuance Fees - Building & Safety Division	$40.00	per permit (included in FLAT fees)		$93.55	1%	$93.00		$53
23	Certificate of Occupancy - Ownership Change	$125.00			$393.25	0%	$393.00		$268
24	Certificate of Occupancy - All Others	$313.00			$715.64	0%	$715.00		$402
25	Certificate of Occupancy - Temporary (TCO)	$168.00			$585.92	0%	$585.00		$417
26	**Grading Permit**								
27	Mass/Rough Grading Plan Check - Initial Fee Includes 3 reviews	New	Per Sheet		$1,393.07	0%	$1,393.00	flat	NA
28	Mass/Rough Grading Plan Check - 4th and subsequent reviews	New	Per Sheet		$464.36	12%	$410.00	flat	NA
29	Precise Grading Plan Check - Initial Fee Includes 3 reviews	New	Per Sheet		$2,371.10	0%	$2,371.00	flat	NA
30	Precise Grading Plan Check - 4th and subsequent reviews	New	Per Sheet		$790.37	23%	$610.00	flat	NA
31	Mass/Rough Grading Inspection - 0 - 100 CY	Deposit based			$736.28	0%	$736.00	flat	NA
32	Mass/Rough Grading Inspection - 101-1,000 CY	New	Each additional 100 CY over 100 CY (prorated per CY - $127.00)		$2,617.89	0%	$2,617.00	flat	NA
33	Mass/Rough Grading Inspection - 1,001 - 10,000 CY	New	Each additional 1000 CY(prorated per CY - $427)		$7,199.19	0%	$7,199.00	flat	NA
34	Mass/Rough Grading Inspection - 10,001- 100,000 CY	New	each additional 10,000 CY (prorated per CY $391.00)		$12,434.97	0%	$12,434.00	flat	NA
35	Mass/Rough Grading Inspection - >100,000 CY Plus $ 8,919.00 (	New	each additional 10,000 CY or portion thereof over 100,00 CY (prorated per cubic yard $338.00).		$17,997.98	0%	$17,997.00	flat	NA
36	Studies (Hydrology, WQMP,Geotechnical Reports……)	Deposit			NA	NA	Actual Cost		$0
37	**Deposit Program**								
38	Industrial Buildings - 0-10,000 sq. ft.	$900.00	Plan Check Amt.		NA	NA	$5,000.00	Deposit	$4,100
39	Industrial Buildings - 0-10,000 sq. ft.	$1,300.00	Inspection Amt.		NA	NA	$4,500.00	Deposit	$3,200
40	Industrial Buildings - 10,000-30,000 sq. ft.	$2,350.00	Plan Check Amt.		NA	NA	$7,000.00	Deposit	$4,650
41	Industrial Buildings - 10,000-30,000 sq. ft.	$3,650.00	Inspection Amt.		NA	NA	$7,000.00	Deposit	$3,350
42	Industrial Buildings - 30,000-60,000 sq. ft.	$4,550.00	Plan Check Amt.		NA	NA	$10,000.00	Deposit	$5,450
43	Industrial Buildings - 30,000-60,000 sq. ft.	$7,150.00	Inspection Amt.		NA	NA	$10,000.00	Deposit	$2,850
44	Industrial Buildings - 60,000-100,000 sq. ft	$10,150.00	Plan Check Amt.		NA	NA	$12,000.00	Deposit	$1,850
45	Industrial Buildings - 60,000-100,000 sq. ft	$15,600.00	Inspection Amt.		NA	NA	$12,000.00	Deposit	-$3,600

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
46	Industrial Buildings - 100,000+ sq. ft.	To be determined by Building Official	Plan Check Amt.		NA	NA	$25,000.00	Deposit	NA
47	Industrial Buildings - 100,000+ sq. ft.	To be determined by Building Official	Inspection Amt.		NA	NA	$25,000.00	Deposit	NA
48	Commercial Buildings - 0-5,000 sq. ft.	$1,000.00	Plan Check Amt.		NA	NA	$4,000.00	Deposit	$3,000
49	Commercial Buildings - 0 -5,000 sq. ft.	$1,550.00	Inspection Amt.		NA	NA	$4,000.00	Deposit	$2,450
50	Commercial Buildings - 5,001-10,000 sq. ft.	$2,600.00	Plan Check Amt.		NA	NA	$6,000.00	Deposit	$3,400
51	Commercial Buildings - 5,001-10,000 sq. ft.	$4,000.00	Inspection Amt.		NA	NA	$6,500.00	Deposit	$2,500
52	Commercial Buildings - 10,001-30,000 sq. ft.	$5,200.00	Plan Check Amt.		NA	NA	$8,000.00	Deposit	$2,800
53	Commercial Buildings - 10,001-30,000 sq. ft.	$7,900.00	Inspection Amt.		NA	NA	$10,000.00	Deposit	$2,100
54	Commercial Buildings - 30,001-60,000 sq. ft	$8,600.00	Plan Check Amt.		NA	NA	$10,000.00	Deposit	$1,400
55	Commercial Buildings - 30,001-60,000 sq. ft	$13,100.00	Inspection Amt.		NA	NA	$14,000.00	Deposit	$900
56	Commercial Buildings - 60,001 - 100,000 sq. ft.	$8,600.00	Plan Check Amt.		NA	NA	$12,000.00	Deposit	$3,400
57	Commercial Buildings - 60,001 - 100,000 sq. ft.	$13,100.00	Inspection Amt.		NA	NA	$16,000.00	Deposit	$2,900
58	Commercial Buildings - 100,000+ sq. ft.	$11,000.00	Plan Check Amt.		NA	NA	$20,000.00	Deposit	$9,000
59	Commercial Buildings - 100,000+ sq. ft.	$16,900.00	Inspection Amt.		NA	NA	$20,000.00	Deposit	$3,100
60	Multi-Family Residential - 0-5,000 sq. ft.	$1,400.00	Plan Check Amt.		NA	NA	$6,000.00	Deposit	$4,600
61	Multi-Family Residential - 0-5,000 sq. ft.	$2,200.00	Inspection Amt.		NA	NA	$6,000.00	Deposit	$3,800
62	Multi-Family Residential - 5,001-10,000 sq. ft.	$1,400.00	Plan Check Amt.		NA	NA	$10,000.00	Deposit	$8,600
63	Multi-Family Residential - 5,001-10,000 sq. ft.	$2,200.00	Inspection Amt.		NA	NA	$10,000.00	Deposit	$7,800
64	Multi-Family Residential - 10,001-30,000 sq. ft.	$3,650.00	Plan Check Amt.		NA	NA	$12,000.00	Deposit	$8,350
65	Multi-Family Residential - 10,001-30,000 sq. ft.	$5,600.00	Inspection Amt.		NA	NA	$14,000.00	Deposit	$8,400
66	Multi-Family Residential - 30,001 - 60,000 sq. ft	$7,150.00	Plan Check Amt.		NA	NA	$18,000.00	Deposit	$10,850
67	Multi-Family Residential - 30,001 - 60,000 sq. ft	$10,900.00	Inspection Amt.		NA	NA	$20,000.00	Deposit	$9,100
68	Multi-Family Residential - 60,000+ sq. ft	$8,450.00	Plan Check Amt.		NA	NA	$24,000.00	Deposit	$15,550
69	Multi-Family Residential - 60,000+ sq. ft	$3,000.00	Inspection Amt.		NA	NA	$24,000.00	Deposit	$21,000
70	Group R-3 (Construction Type IIIB, VA, VB)								
71	One and Two Family Dwellings (Including ADU's) - 0 - 999 sq. ft (3 plan review included)	New			$3,743.66	0%	$3,743.00	flat	NA
72	One and Two Family Dwellings (Including ADU's) - 1000 -1,999 sq. ft (3 plan reviews included)	New			$4,339.78	0%	$4,339.00	flat	NA
73	One and Two Family Dwellings - 2000 -2,999 sq. ft (3 plan reviews included)	New			$4,982.66	0%	$4,982.00	flat	NA
74	One and Two Family Dwellings - 3000 -3,999 sq. ft (3 plan reviews included)	New			$5,558.20	0%	$5,558.00	flat	NA
75	One and Two Family Dwellings - 4000 -4,999 sq. ft (3 plan reviews included)	New			$6,322.74	0%	$6,322.00	flat	NA
76	One and Two Family Dwellings - 5,000 -6,999 sq. ft (3 plan reviews included)	New			$7,005.73	0%	$7,005.00	flat	NA
77	One and Two Family Dwellings - 7,000 -8,999 sq. ft (3 plan reviews included)	New			$8,752.74	0%	$8,752.00	flat	NA
78	One and Two Family Dwellings - 9,000+ sq. ft (3 plan reviews included)	New			NA	NA	To be determined by the Building Official	flat	NA
79	Group R-3 (Construction Type IIB, IIIA, IV)								
80	One and Two Family Dwellings (Including ADU's) - 0 - 999 sq. ft (3 plan review included)	New			$4,848.39	0%	$4,848.00	flat	NA
81	One and Two Family Dwellings (Including ADU's) - 1000 -1,999 sq. ft (3 plan reviews included)	New			$5,280.88	0%	$5,280.00	flat	NA
82	One and Two Family Dwellings - 2000 -2,999 sq. ft (3 plan reviews included)	New			$7,069.10	0%	$7,069.00	flat	NA
83	One and Two Family Dwellings - 3000 -3,999 sq. ft (3 plan reviews included)	New			$7,644.64	0%	$7,644.00	flat	NA
84	One and Two Family Dwellings - 4000 -4,999 sq. ft (3 plan reviews included)	New			$8,314.67	0%	$8,314.00	flat	NA
85	One and Two Family Dwellings - 5,000 -6,999 sq. ft (3 plan reviews included)	New			$9,206.32	0%	$9,206.00	flat	NA
86	One and Two Family Dwellings - 7,000 -8,999 sq. ft (3 plan reviews included)	New			$10,953.32	0%	$10,953.00	flat	NA

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
87	One and Two Family Dwellings - 9,000+ sq. ft (3 plan reviews included)	New			NA	NA	To be determined by the Building Official	flat	NA
88	Group R-3 (Construction Type IA, IB, IIA)								
89	One and Two Family Dwellings (Including ADU's) - 0 - 999 sq. ft (3 plan review included)	New			$7,325.85	0%	$7,325.00	flat	NA
90	One and Two Family Dwellings (Including ADU's) - 1000 -1,999 sq. ft (3 plan reviews included)	New			$7,823.71	0%	$7,823.00	flat	NA
91	One and Two Family Dwellings - 2000 -2,999 sq. ft (3 plan reviews included)	New			$9,022.82	0%	$9,022.00	flat	NA
92	One and Two Family Dwellings - 3000 -3,999 sq. ft (3 plan reviews included)	New			$10,699.90	0%	$10,699.00	flat	NA
93	One and Two Family Dwellings - 4000 -4,999 sq. ft (3 plan reviews included)	New			$11,722.51	0%	$11,722.00	flat	NA
94	One and Two Family Dwellings - 5,000 -6,999 sq. ft (3 plan reviews included)	New			$12,745.13	0%	$12,745.00	flat	NA
95	One and Two Family Dwellings - 7,000 -8,999 sq. ft (3 plan reviews included)	New			$14,504.52	0%	$14,504.00	flat	NA
96	One and Two Family Dwellings - 9,000+ sq. ft (3 plan reviews included)	New			NA	NA	To be determined by the Building Official	flat	NA
97	Group A,B,E,F,I,M,S (Construction Type IIIB, VA, VB)								
98	Tenant Improvement - 0 - 1,999 sq. ft (3 plan review included)	New			$3,598.80	0%	$3,598.00	flat	NA
99	Tenant Improvement - 2,000 - 4,999 sq. ft (3 plan review included)	New			$4,356.34	0%	$4,356.00	flat	NA
100	Tenant Improvement - 5,000 - 9,999 sq. ft (3 plan review included)	New			$5,499.49	0%	$5,499.00	flat	NA
101	Tenant Improvement - 10,000 - 24,999 sq. ft (3 plan review included)	New			$7,388.60	0%	$7,388.00	flat	NA
102	Tenant Improvement - 25,000 - 49,999 sq. ft (3 plan review included)	New			$8,307.54	0%	$8,307.00	flat	NA
103	Tenant Improvement - 50,000 - 49,999 sq. ft (3 plan review included)	New			$9,262.36	0%	$9,262.00	flat	NA
104	Tenant Improvement - 50,000 - 75,000 sq. ft (3 plan review included)	New			$10,378.52	0%	$10,378.00	flat	NA
105	Tenant Improvement - Over 75,000 sq. ft (3 plan review included)	New			NA	NA	To be determined by the Building Official	flat	NA
106	Group A,B,E,F,I,M,S (Construction Type IIB, IIIA, IV)								
107	Tenant Improvement - 0 - 1,999 sq. ft (3 plan review included)	New			$4,110.10	0%	$4,110.00	flat	NA
108	Tenant Improvement - 2,000 - 4,999 sq. ft (3 plan review included)	New			$5,010.81	0%	$5,010.00	flat	NA
109	Tenant Improvement - 5,000 - 9,999 sq. ft (3 plan review included)	New			$6,522.11	0%	$6,522.00	flat	NA
110	Tenant Improvement - 10,000 - 24,999 sq. ft (3 plan review included)	New			$8,083.98	0%	$8,083.00	flat	NA
111	Tenant Improvement - 25,000 - 49,999 sq. ft (3 plan review included)	New			$9,002.92	0%	$9,002.00	flat	NA
112	Tenant Improvement - 50,000 - 49,999 sq. ft (3 plan review included)	New			$10,653.36	0%	$10,653.00	flat	NA
113	Tenant Improvement - 50,000 - 75,000 sq. ft (3 plan review included)	New			$11,442.28	0%	$11,442.00	flat	NA
114	Tenant Improvement - Over 75,000 sq. ft (3 plan review included)	New			NA	NA	To be determined by the Building Official	flat	NA
115	Group A,B,E,F,I,M,S (Construction Type IA, IB,IIA)								
116	Tenant Improvement - 0 - 1,999 sq. ft (3 plan review included)	New			$4,899.98	0%	$4,899.00	flat	NA
117	Tenant Improvement - 2,000 - 4,999 sq. ft (3 plan review included)	New			$6,127.92	0%	$6,127.00	flat	NA
118	Tenant Improvement - 5,000 - 9,999 sq. ft (3 plan review included)	New			$7,871.96	0%	$7,871.00	flat	NA
119	Tenant Improvement - 10,000 - 24,999 sq. ft (3 plan review included)	New			$9,761.06	0%	$9,761.00	flat	NA
120	Tenant Improvement - 25,000 - 49,999 sq. ft (3 plan review included)	New			$10,680.01	0%	$10,680.00	flat	NA
121	Tenant Improvement - 50,000 - 49,999 sq. ft (3 plan review included)	New			$12,330.44	0%	$12,330.00	flat	NA
122	Tenant Improvement - 50,000 - 75,000 sq. ft (3 plan review included)	New			$15,123.69	0%	$15,123.00	flat	NA

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
123	Tenant Improvement - Over 75,000 sq. ft (3 plan review included)	New			NA	NA	To be determined by the Building Official		NA
124	Business Signs (Up to 3 signs, same charge for additional 3 signs) (up to 3 plan reviews)	$80 / $120			$458.69	0%	$458.00		$338
125	Group U Occupancy (Construction Type VA,VB,IIIB)								
126	Garage / Workshop / Green House - 0 - 1,000 sq. ft (3 plan review included)	New			$2,141.78	0%	$2,141.00	flat	NA
127	Garage / Workshop / GreenHouse -1,001 - 3,000 sq. ft (3 plan review included)	New			$2,600.47	0%	$2,600.00	flat	NA
128	Garage / Workshop / Greenhouse- 3,000 + sq. ft (3 plan review included)	New			NA	NA	To be determined by the Building Official		NA
129	Miscellaneous - Wood deck, patio enclosure, fire damage, minor demolition, spray booth, storage rack (up to 3 plan reviews)	deposit based			$1,068.08	0%	$1,068.00	flat	NA
130	Miscellaneous - All other items not otherwise identified	$200 / $300			$1,068.08	0%	$1,068.00	flat	$768
131	Miscellaneous - General residential minor repairs	$55 / $80			$285.14	0%	$285.00	flat	$205
132	Patio Cover/ Latice/Wood Deck/Porch (Not Enclosed) up to 500 square feet (Up to 3 Plan Reviews)	Deposit Program			$870.62	0%	$870.00	flat	NA
133	Patio Cover/Lattice/Wood Deck/Porch (Not Enclosed) each additional 250 square feet (up to 3 plan reviews)	New			$370.45	0%	$370.00	flat	NA
134	Enclosed Patio Cover up to 500 square feet (Up to 3 Plan Reviews)	New			$989.20	0%	$989.00	flat	NA
135	Enclosed Patio Cover each additional 250 square feet (up to 3 plan reviews)	New			$435.31	0%	$435.00	flat	NA
136	**Landscape Permit**								
137	Landscape Plan Check								
138	Base Fee (3 submittals)	New	per sheet		$1,464.85	0%	$1,464.00		NA
139	Each additional submittal	New	per sheet		$274.84	0%	$274.00		NA
140	Landscape Inspection								
141	less than 0.5 acres	New			$6,792.39	0%	$6,792.00		NA
142	>.5 to 1 Acres	New			$11,689.17	0%	$11,689.00		NA
143	>1-1.5 Acres	New			$15,153.16	0%	$15,153.00		NA
144	>1.5 - 2 Acres	New			$16,980.98	0%	$16,980.00		NA
145	2 - 2.5 Acres	New			$18,808.80	0%	$18,808.00		NA
146	Each additional 1/2 acre > 2.5	New			$2,087.25	0%	$2,087.00		NA
147	Additional Inspections or re-inspections	New	per hour		$163.62	0%	$163.00		NA
148	**Electrical Permit**								
149	Multi-family Residential Buildings (Apartments, Motels, Hotels & Condo & non-residential construction (tenant improvements) - per 100 square feet	New	per 100 sq ft / single item		$21.18	1%	$21.00		NA
150	Multi-family Residential Buildings (Apartments, Motels, Hotels & Condo & non-residential construction (tenant improvements) - each additional square feet	New	each square feet after		$0.21	1%	$0.21		NA
151	New Single and Two Family buildings - per 100 square feet	New	per 100 sq ft / single item		$24.86	3%	$24.00		NA
152	New Single and Two Family buildings - each additional square feet	New	each square feet after		$0.25	3%	$0.24		NA
153	Garages, Carports, Covered Patios (attached or detached) Misc structures - per 100 square feet	New	per 100 sq ft / single item		$11.98	8%	$11.00		NA
154	Garages, Carports, Covered Patios (attached or detached) Misc structures - each additional square feet	New	each square feet after		$0.12	0%	$0.12		NA

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
155	**Mechanical Permit**								
156	Mechanical Permit	New			NA	NA	80% of electrical		NA
157	**Plumbing Permit**								
158	Plumbing Permit	New			NA	NA	80% of electrical		NA
159	**Miscellaneous Fees**								
160	Training Surcharge (AB 717)	New	Per permit		$3.00	0%	$3.00		NA
161	Deferred Submittal plan check Fee for flat fee based projects	New	per hour (2 hrs min.)		$184.07	0%	$184.00		NA
162	Permit Renewal Fee	New			NA	NA	All of original fee		NA
163	Plan Check Renewal Fee for flat fee based projects	New			NA	NA	All of original fee		NA
164	Expediated Plan Check	New	per hour (2 hrs min.)		$276.11	0%	$276.00	per hour	NA
165	Drywall (< 400 Sq. Ft.)	New	Each		$268.81	0%	$268.00		NA
166	Drywall additional 100 sq. ft.	New	each 100 sq. ft.		$34.59	2%	$34.00		NA
167	Stucco (< 400 Sq. Ft.)	New	Each		$350.62	0%	$350.00		NA
168	Stucco additional 100 sq. ft.	New	each 100		$47.68	1%	$47.00		NA
169	Siding (< 400 Sq. Ft.)	New	Each		$268.81	0%	$268.00		NA
170	Siding additional 100 sq. ft.	New	each 100 sq. ft.		$34.59	2%	$34.00		NA
171	New Window or opening	New	Each		$164.49	0%	$164.00		NA
172	Additional window or opening	New	Each		$70.55	1%	$70.00		NA
173	Window or door Replacement	New	Up to 5 windows		$334.37	0%	$334.00		NA
174	additional 5 windows (Each)	New			$120.94	1%	$120.00		NA
175	Roof Solar Tube	New	Each		$305.59	0%	$305.00		NA
176	Skylight	New	Each (Less than 10 sq. Ft.)		$387.40	0%	$387.00		NA
177	Skylight	New	Each (Greater than 10 sq. Ft. or structural)		$505.98	0%	$505.00		NA
178	Light Pole	New	Each (All trades)		$836.10	0%	$836.00		NA
179	Additional light pole	New	each additional		$141.10	0%	$141.00		NA
180	Flag Pole	New	Each		$530.51	0%	$530.00		NA
181	Non-structural Re-Roofing - For the first 3,000 square feet	$335.00	deposit		$328.98	0%	$328.00	flat	-$7
182	Non-structural - each additional 1,000 square foot	New			$93.94	1%	$93.00	flat	NA
183	Structural Re-Roofing - For the first 2,000 square feet	New			$470.08	0%	$470.00	flat	NA
184	Structural Re-roofing- each additional 1,000 square foot	New			$235.04	0%	$235.00	flat	NA
185	Non-Retaining Block Wall up to 100 linear feet (City Standard Details) Engineer Design fees to be determined by BO	Deposit Program			$275.25	0%	$275.00	flat	NA
186	Non-Retaining Block Wall - each additional 100 linear feet (City Standard Details) Engineer Design fees to be determined by BO	New			$137.62	0%	$137.00	flat	NA
187	City Standard Retaining Wall for up to four feet high, up to 50 linear feet	Deposit Program			$458.69	0%	$458.00	flat	NA
188	City Standard Retaining Wall each additional 50 linear feet	New			$229.35	0%	$229.00	flat	NA
189	Non-City Standard Retaining Wall for up to six feet high, up to 50 linear feet - Residential Foundation Repair (up to 3 plan reviews)	New			$599.80	0%	$599.00	flat	NA
190	Non-City Standard Retaining Wall each additional 50 linear feet - Residential Foundation Repair (up to 3 plan reviews)	New			$299.90	0%	$299.00	flat	NA
191	Non-City Standard Retaining Wall for up to nine feet high, up to 50 linear feet (up to 3 plan reviews)	Deposit Program			$859.48	0%	$859.00	flat	NA
192	Non-City Standard Retaining Wall each additional 50 linear feet	New			$370.45	0%	$370.00	flat	NA
193	Pool / Spa (Up to 500 sq. ft.) (up to 3 plan reviews)	Deposit Program			$1,136.62	0%	$1,136.00	flat	NA
194	Pool / Spa (500 sq. ft. to 1000 sq. ft.) (up to 3 plan reviews)	New			$1,864.42	0%	$1,864.00	flat	NA
195	Pool / Spa (Greater than 1000 sq. ft.) (up to 3 plan reviews)	New			$2,555.44	0%	$2,555.00	flat	NA
196	Small Appliances - For the first appliance	$50.00			$105.20	0%	$105.00	flat	$55
197	Temporary Trailer	$500.00	deposit		$414.86	0%	$414.00	flat	-$86
198	**Other Fees**								

Building & Safety

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
199	Administrative Penalty Fee	1st Offense - Not to Exceed $100; 2nd Offense - Not to Exceed $200; 3rd Offense -Not to Exceed $500. The sum of all fines for the same violation is not to exceed $1,000	citations		NA	NA	1st Offense - Not to Exceed $100; 2nd Offense - Not to Exceed $200; 3rd Offense - Not to Exceed $500. The sum of all fines for the same violation is not to exceed $1,000		$0
200	Special Inspector Registration (Each Certification)	New	Each Certification		$330.27	0%	$330.00		NA
201	ADA Hardship Exemption Form (Processing, review & approval)	New	per hour (Min. 4 hours)		$189.00	0%	$189.00		NA
202	Building Code Modification Form or Alternate Means & Methods Form (Processing, review &approval)	New	per hour (5 hr Min.)		$189.00	0%	$189.00		NA
203	Temporary Structures/Buildings (Event stages, Event Tents, Construction Trailers,.....)	New			$759.27	0%	$759.00		NA
204	Non-Residential Solar Permit	1,000.00	plus $7 per kW for each kW between 51kW and 250kW, and $5 for each kW above 250 kW	Regulated	NA	NA	$1,000.00		$0
205	Residential Energy Storage System Permit	450.00		Recently adopted / Regulated	$452.81	1%	$450.00		$0
206	Non-Residential Energy Storage System Permit	1,000.00		Regulated	NA	NA	$1,000.00		$0
207	Fire Sprinklers (Structural Review)	New	Building management rate (2 hrs min.)		$377.99	0%	$377.00		NA
208	CERTIFICATE OF COMPLIANCE (New Construction)	New			$468.51	0%	$468.00		NA
209	Processing for Change of Contractor, Architect or Owner	New			$235.77	0%	$235.00		NA
210	Reinstatement of Expired Building Application (at discretion of Building Official) Each Extension	168.00			$235.77	0%	$235.00		$67
211	Reinstatement of Expired Permit (at discretion of Building Official) Each Extension	168.00			$235.77	0%	$235.00		$67

NOTE:

For Items not identified above, the Building Official will determine the applicable fees

Deposit based fees are subject to change based upon direction of the Community Development Director or designee per Municipal Code 3.32.035.

FIRE SERVICES

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
1	Fire Prevention Inspection Fee	$134.00	Small Business		$111.78	1%	$111.00	per hour/unit	-$23
2	Fire Suppression Inspection Fee	New	Small Business		$83.91	1%	$83.00	per 1/2 hour	NA
3	Operational Fire Permit	$209.00	initial permit		$55.89	2%	$55.00	each permit	-$154
4	Fire Plan Check Rate	$133.00	per hour		$218.02	0%	$218.00	per hour	$85
5	Fire Inspection Rate	$133.00	per hour		$111.78	1%	$111.00	per hour	-$22
6	Fire Permit Technician Rate	New	per hour		$94.59	2%	$93.00	per hour	NA
7	After Hours Fire Inspection Rate	$133.00	per hour		$167.67	0%	$167.00	per hour	$34
8	After Hours Plan Check Rate	$133.00	per hour		$327.02	0%	$327.00	per hour	$194
9	Additional Fire re-inspection	$133.00	per hour		$111.78	1%	$111.00	per hour	-$22
10	Expedited Fire Plan Check (case by case basis at the direction of Director or designee)	$200.00	per hour	based upon contract cost recovery rate	$282.29	1%	$280.00	per hour	$80
11	Permit Issuance Fee	$40.00	each permit		$94.59	1%	$94.00	each permit	$54
12	Fire Code Non-Compliance Fee for Re-inspection after 2nd re-inspection	$231.50			NA	NA	$300.00		$69
13	Fire False Alarm Response	$192.00	per occurrence	after 3rd occurrence after 90 days, or 4th occurrence after 180 days	$671.31	0%	$671.00	per occurrence	$479
14	Fire Code Interpretation Fee	$42.00	per hour ($84 minimum)		$188.19	0%	$188.00	per hour ($376 minimum)	$146
15	Event Stand-by (2 hour minimum)	$160.00	per hour ($320 minimum)		$111.78	1%	$111.00	per hour ($222 minimum)	-$49
16	Special events permit/inspection fee	New	per hour	based upon cost recovery rate	$111.78	1%	$111.00	per hour	NA
17	Special events permit/inspection fee - after hours	New	per hour	based upon cost recovery rate	$167.67	0%	$167.00	per hour	NA
18	AB38 inspection	$133.00			$111.78	1%	$111.00		-$22.00
19	AM&M Review	New			$188.19	0%	$188.00	per hour	NA
20	IROL Specialty System Fee	New	per report		$35.00	0%	$35.00	per report	NA
21	Fire Marshal Inspection Fee	New	per hour		$188.19	0%	$188.00	per hour	NA
22	Hazardous Vegetation Inspection Initial Inspection	New		Fee waived, if compliance is made within 30 days	$111.78	1%	$111.00		NA
23	Hazardous Vegetation Inspection Reinspection (2nd and 3rd Inspection)	New			NA	NA	$222.00	per inspection	NA
24	Hazardous Vegetation Inspection Reinspection (4th and Subsequent Inspections)	New			NA	NA	$444.00	per inspection	NA
25	**EMS Related Fees** Set and adjusted per Orange County EMS fee schedule (Policy #714.00)	Set and adjusted per Orange County EMS fee schedule (Policy #714.00)			NA	NA	Set and adjusted per Orange County fee schedule		$0.00

FIRE SERVICES

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
26	**First Responder Fee** (Non Residents; Senior living, assisted living, residential care, skilled nursing, and long-term acute care facilities that are not meeting the expected standard of care or having excessive lift assist/ help up calls)	New	Engine on Scene - No ambulance	Non Residents; Senior living, assisted living, residential care, skilled nursing, and long-term acute care facilities that are not meeting the expected standard of care or having excessive lift assist/ help up calls	$834.86	50%	$415.00		NA
27	**Assessment Fee** Non Residents; Senior living, assisted living, residential care, skilled nursing, and long-term acute care facilities that are not meeting the expected standard of care or having excessive lift assist/ help up calls	New	Engine on Scene AND ambulance	Non Residents; Senior living, assisted living, residential care, skilled nursing, and long-term acute care facilities that are not meeting the expected standard of care or having excessive lift assist/ help up calls	$1,218.84	66%	$415.00		NA
28	Fire Permit Extension Fee	New			$169.62	1%	$168.00		NA

NOTE:

Deposit based fees are subject to change based upon direction of the Community Development Director or designee per Municipal Code 3.32.035.

Police

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Audio Duplication	$35.00	per copy	$85.80	39%	$52.00	$17
2	Alarm System Application Permit (Residential)	$25.00		$43.27	15%	$37.00	$12
3	Alarm System Application Permit (Commercial)	$25.00		$43.27	15%	$37.00	$12
4	Brea False Alarm Fees (1st & 2nd False Alarm)	Free		NA	NA	Free	$0
5	Brea False Alarm Fees (3rd False Alarm)	$100.00		NA	NA	$100.00	$0
6	Brea False Alarm Fees (4th False Alarm)	$125.00		NA	NA	$125.00	$0
7	Brea False Alarm Fees (All False Alarms over 4)	$150.00		NA	NA	$150.00	$0
8	Citation Sign-Off	$25.00		$28.13	0%	$28.00	$3
9	Clearance Letter	$25.00		$31.22	1%	$31.00	$6
10	Local Records Check	$15.00		NA	NA	$15.00	$0
11	Photographs - Digital	$35.00		$51.40	32%	$35.00	$0
12	Police Reports	$3.00		NA	NA	$3.00	$0
13	Subpoenas	$15.00		NA	NA	$15.00	$0
14	Subpoena requiring officer appearance (applies to Firefighters and Peace Officers)	$275 per day (Mandated by GC68097.2)		NA	NA	$275 per day (Mandated by GC68097.2)	$0
15	Vehicle Releases (Stored)	$110.00		$145.43	0%	$145.00	$35
16	Vehicle Releases (Impounded)	$162.00		$207.15	0%	$207.00	$45
17	Vehicle Repossession Fee	$15.00		NA	NA	$15.00	$0

Police

Item No.	Title	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
18	Video Duplication	$35.00	per copy	$110.55	53%	$52.00	$17
19	Parking Fees	Varies		NA	NA	Varies	$0
20	Towing Franchising	$30.00		NA	NA	Per Contract Rate	$0

Public Works

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
1	**Development Hourly Rates**								
2	Public Works Plan Check Management Rate	$167.00	Per Hour		$286.74	0%	$286.00	per Hour (FLAT)	$119
3	Public Works Plan Check Rate	$171.00	Per Hour		$220.32	0%	$220.00	per Hour (FLAT)	$49
4	Public Works Inspection Management Rate	$168.00	Per Hour		$286.74	0%	$286.00	per Hour (FLAT)	$118
5	Public Works Inspection Rate	$168.00	Per Hour		$219.85	0%	$219.00	per Hour (FLAT)	$51
6	Public Works Permit Technician Rate	New	Per Hour		$104.24	0%	$104.00	per Hour (FLAT)	NA
7	Expedited Public Works Plan Check Rate (case by case basis at the direction of Director or designee)	New	per Hour		$330.48	0%	$330.00	per Hour (FLAT)	NA
8	After Hour Rate (Public Works Inspection) (2 Hour Minimum)	$252.00	Per Hour		$329.77	0%	$329.00	per Hour (FLAT)	$77
9	**Admin Fees**								
10	Permit Application	$30.00	Per Permit		$154.39	3%	$150.00	Flat	$120
11	Permit Issuance	$45.00	Per Permit		$93.55	1%	$93.00	Flat	$48
12	FOG Application	$60.00	Per Permit		$110.82	46%	$60.00	Flat	$0
13	**Encroachment Permit Fees (Non-Development)**								
14	Improvement Plan Review	New	Per Plan		$857.60	1%	$850.00	Flat	NA
15	per additional sheet	New	Per Sheet		$46.05	2%	$45.00	Deposit	NA
16	Traffic Control Review (site specific)	New			$286.74	1%	$285.00	Flat	NA
17	Traffic Control Review (WATCH)	New			$77.20	3%	$75.00	Flat	NA
18	Variance Request	New			$255.88	0%	$255.00	Flat	NA
19	Addressing Review	New			$308.79	3%	$300.00	Flat	NA
20	90 Day Permit Extension	New			$77.20	3%	$75.00	Flat	NA
21	**Encroachment Permit Fees (Development)**								
22	Improvement Plan Review	New			$235.47	0%	$235.00	Deposit	NA
23	per additional sheet	New	Per Sheet		$92.10	2%	$90.00	Deposit	NA
24	Traffic Control Review (site specific)	New			$317.88	1%	$315.00	Deposit	NA
25	per additional sheet	New	Per sheet		$143.37	2%	$140.00	Deposit	NA
26	Traffic Control Review (WATCH)	New			$77.20	3%	$75.00	Deposit	NA
27	Variance Request	New			$255.88	0%	$255.00	Flat	NA
28	Addressing Review	New			$308.79	3%	$300.00	Flat	NA
29	90 Day Permit Extension	New			$77.20	3%	$75.00	Flat	NA
30	**Encroachment Permit Fees (Utility)**								
31	Improvement Plan Review	New			$380.47	0%	$380.00	Deposit	NA
32	per additional sheet	New	Per Sheet		$92.10	2%	$90.00	Deposit	NA
33	Traffic Control Review (site specific)	New			$317.88	1%	$315.00	Deposit	NA
34	per additional sheet	New	Per sheet		$143.37	2%	$140.00	Deposit	NA
35	Traffic Control Review (WATCH)	New			$77.20	3%	$75.00	Deposit	NA
36	Variance Request	New			$255.88	0%	$255.00	Flat	NA
37	Addressing Review	New			$308.79	3%	$300.00	Flat	NA
38	90 Day Permit Extension	New			$77.20	3%	$75.00	Flat	NA
39	**Encroachment Permit Fees (SWF)**								
40	Application, Plan Check, and Issuance Fee (up to 5 facilities)	$500.00	Per Application	Set by STATE	$953.47	0%	$950.00	Flat	$450
41	6+ Facilities	$100.00	Per SWF after 5	Set by STATE	$184.19	2%	$180.00	Flat	$80

Public Works

Item No.	Title	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Unit	Fee Δ
42	Application, Plan Check, and Issuance Fee (New Pole for SWF)	$1,000.00	Per SWF	Set by STATE	$1,966.54	3%	$1,900.00	Flat	$900
43	Recurring Fee	$270.00	Per SWF Per year	Set by STATE	NA	NA	$270.00	Flat	$0
44	**Development Permit Fees**								
45	Plan Review (Planning/Administrative Approvals)	Varies	Per Submittal		$286.74	1%	$285.00	Deposit	NA
46	Plan Review (Entitlement Review)	Varies	Per Submittal		$5,734.72	0%	$5,730.00	Deposit	NA
47	Plan Review (On-site building permit)	Varies	Per Submittal		$10,035.76	0%	$10,000.00	Deposit	NA
48	Plan Review (Off-site improvement plans)	See below			NA	NA	See below	See below	$0
49	0-5 Sheets	New	Per Tier		$11,469.44	0%	$11,460.00	Deposit	NA
50	6-10 Sheets	New	Per Tier		$17,204.16	0%	$17,200.00	Deposit	NA
51	11-15 Sheets	New	Per Tier		$22,938.88	0%	$22,930.00	Deposit	NA
52	16-20 Sheets	New	Per Tier		$28,673.60	0%	$28,670.00	Deposit	NA
53	20+ Sheets	New	Per Tier		$34,408.32	0%	$34,400.00	Deposit	NA
54	Plan Review (Technical Study)	$2,400.00	Per Document		$5,734.72	0%	$5,730.00	Deposit	$3,330
55	Agreement Fee	$2,400.00	Per Document		$4,301.04	0%	$4,300.00	Deposit	$1,900
56	Agreement Amendment Fee	$2,400.00	Per Document		$4,301.04	0%	$4,300.00	Deposit	$1,900
57	Mapping Review Fee	$4,000.00	Per Submittal		$8,602.08	0%	$8,600.00	Deposit	$4,600
58	**Inspection Fees**								
59	Inspection (Non-Dev)	See non-dev encroachment permit fees above	Per Submittal	Flat fee includes inspection	NA	NA	See non-dev encroachment permit fees above		$0
60	Inspection (Development & Utility)								
61	0-5 hours	New	Per Tier	Deposit	$1,433.68	0%	$1,430.00	Per Tier	NA
62	6-10 hours	New	Per Tier	Deposit	$2,867.36	0%	$2,860.00	Per Tier	NA
63	11-20 hours	New	Per Tier	Deposit	$5,734.72	0%	$5,730.00	Per Tier	NA
64	21-30 hours	New	Per Tier	Deposit	$8,602.08	0%	$8,600.00	Per Tier	NA
65	31+ hours	New	Per Tier	Deposit	$11,469.44	0%	$11,465.00	Per Tier	NA
66	On-Site Inspection (NPDES)	New	Per Hour		$197.33	1%	$195.00	Per Hour (Deposit)	NA
67	**Miscellaneous Fees**								
68	Wide Load Permit	$20.00	Per Submittal		$38.85	2%	$38.00	Flat	$18

NOTE:

Deposit based fees are subject to change based upon direction of the Community Development Director or designee per Municipal Code 3.32.035.







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CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 4A.

2025 Public Health Goals on Water Quality

TO	PREPARED BY
Honorable Mayor and City Council Members	Rudy Correa, Public Works Utilities Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Conduct a Public Hearing to receive public input, and;
2. Accept and approve the 2025 Public Health Goals Report on Water Quality.

BACKGROUND/DISCUSSION

Under the Calderon-Sher Safe Drinking Water Act of 1996, public water systems in California serving greater than 10,000 service connections must prepare a report containing information on the detection of any contaminant in drinking water at a level exceeding a Public Health Goal (PHG), estimate of costs to remove detected contaminants to below the PHG using Best Available Technology (BAT), and health risks for each contaminant exceeding a PHG. The City of Brea must make this report available to the public every three years. This report must address the requirements outlined in Section 116470 of the California Health and Safety Code, and must be as informative as possible, without unnecessary duplication of information contained in the Consumer Confidence Reports, which are mailed to customers by July 1 annually.

The attached 2025 Public Health Goals Report on Water Quality was prepared by Stetson Engineers, Inc. for the City's Water Utilities Division, and compares the City of Brea's drinking water quality with the PHGs and Maximum Contaminant Level Goals (MCLG) set forth by the Office of Environmental Health Hazard Assessment (OEHHA) and the United States Environmental Protection Agency (EPA). PHGs and MCLGs are not enforceable standards, and no action to meet them is mandated or required. The City's water system complies with all of the health-based drinking water standards and MCLGs set forth by the California Department of Public Health and the EPA.

This item has satisfied all the public noticing requirements including a Notice of Public Hearing that was posted on August 28, 2025, in the Star-Progress. No additional actions are required.

FISCAL IMPACT/SUMMARY

This action has no fiscal impact to the General Fund.

Attachments

Brea 2025 Public Health Goals on Water Quality Report

CITY OF BREA
2025 PUBLIC HEALTH GOALS REPORT

JUNE 2025

STETSON ENGINEERS INC.

861 S. Village Oaks Drive, Suite 100 • Covina CA 91724
Phone: (626) 967-6202 • Fax: (626) 331-7065 • Website: www.stetsonengineers.com

Northern California • Southern California • Arizona • Oregon

2025 Public Health Goals (PHGs) Report

City of Brea

1.0 Introduction

Under the Calderon-Sher Safe Drinking Water Act of 1996 public water systems in California serving greater than 10,000 service connections must prepare a report containing information on 1) detection of any contaminant in drinking water at a level exceeding a Public Health Goal (PHG), 2) estimate of costs to remove detected contaminants to below the PHG using Best Available Technology (BAT), and 3) health risks for each contaminant exceeding a PHG. This report must be made available to the public every three years. The initial PHGs Report was due on July 1, 1998, and subsequent reports are due every three years thereafter.

The 2025 PHGs Report has been prepared to address the requirements set forth in Section 116470 of the California Health and Safety Code. It is based on water quality analyses during calendar years 2022, 2023, and 2024 or, if certain analyses were not performed during those years, the most recent data is used. The 2025 PHGs Report has been designed to be as informative as possible, without unnecessary duplication of information contained in the Consumer Confidence Report (also known as Water Quality Report), which is provided to customers by July 1 of each year.

There are no regulations explaining requirements for the preparation of PHGs reports. A workgroup of the Association of California Water Agencies (ACWA) Water Quality Committee has prepared suggested guidelines for water utilities to use in preparing PHGs reports. The ACWA guidelines were used in the preparation of this 2025 PHGs Report. These guidelines include tables of cost estimates for BAT. The State of California (State) provides ACWA with numerical health risks and category of health risk information for contaminants with PHGs. This health risk information is appended to the ACWA guidelines.

2.0 California Drinking Water Regulatory Process

California Health and Safety Code Section 116365 requires the State to develop a PHG for every contaminant with a primary drinking water standard or for any contaminant the State is

proposing to regulate with a primary drinking water standard. A PHG is the level of a contaminant in drinking water that poses no significant health risk if consumed for a lifetime. The process of establishing a PHG is a risk assessment based strictly on human health considerations. PHGs are recommended targets and are not required to be met by any public water system.

The State office designated to develop PHGs is the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA). The PHG is then forwarded to the State Water Resources Control Board, Division of Drinking Water (DDW) for use in revising or developing a Maximum Contaminant Level (MCL) in drinking water. The MCL is the highest level of a contaminant that is allowed in drinking water. State MCLs cannot be less stringent than federal MCLs and must be as close as is technically and economically feasible to the PHGs. DDW is required to take treatment technologies and cost of compliance into account when setting an MCL. Each MCL is reviewed at least once every five years.

Two radiological contaminants (gross alpha particle activity and gross beta particle activity) have MCLs but do not yet have designated PHGs. For these contaminants, the Maximum Contaminant Level Goal (MCLG), the federal U.S. Environmental Protection Agency (USEPA) equivalent of PHGs, is used in the 2025 PHGs Report.

3.0 Identification of Contaminants

Section 116470(b)(1) of the Health and Safety Code requires public water systems serving more than 10,000 service connections to identify each contaminant detected in drinking water that exceeded the applicable PHG. Section 116470(f) requires the MCLG to be used for comparison if there is no applicable PHG.

The City of Brea (City) water system has approximately 12,910 service connections. The following constituents were detected at one or more locations within the drinking water system at levels that exceeded the applicable PHGs or MCLGs:

- **Bromate** – formed when naturally-occurring bromide reacts with ozone during the disinfection process in treated surface water purchased from the Metropolitan Water District of Southern California (MWDSC).

- **Gross alpha particle activity** (gross alpha) – naturally-occurring in imported groundwater purchased from California Domestic Water Company (CDWC) and in treated surface water purchased from MWDSC.
- **Gross beta particle activity** (gross beta) – naturally-occurring in treated surface water purchased from MWDSC; not required to be tested in imported groundwater.
- **Hexavalent Chromium** – naturally-occurring in imported groundwater purchased from CDWC.
- **Perchlorate** – industrial contamination in imported groundwater purchased from CDWC.
- **Perfluorooctanesulfonic acid (PFOS)** – industrial contamination in imported groundwater purchased from CDWC.
- **Tetrachloroethylene (PCE)** – industrial contamination in imported groundwater purchased from CDWC.
- **Trichloroethylene (TCE)** – industrial contamination in imported groundwater purchased from CDWC.
- **Radium, Combined**, is the sum of Radium-226 and Radium-228 – naturally-occurring in imported groundwater purchased from CDWC.
- **Uranium** – naturally-occurring in imported groundwater purchased from CDWC and in treated surface water purchased from MWDSC.

The accompanying table shows the applicable PHG or MCLG and MCL for each contaminant identified above. The table includes the maximum, minimum, and average concentrations of each contaminant in drinking water supplied by the City in calendar years 2022 through 2024.

4.0 Numerical Public Health Risks

Section 116470(b)(2) of the Health and Safety Code requires disclosure of the numerical public health risk, determined by OEHHA, associated with the MCLs, PHGs and MCLGs. Available numerical health risks developed by OEHHA for the contaminants identified above are shown on the accompany table. Only numerical risks associated with cancer-causing chemicals have been quantified by OEHHA.

Bromate – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people and the risk associated with the MCL is 1 excess case of cancer in 10,000 people exposed over a 70-year lifetime.

Gross Alpha – OEHHA has not established a PHG. USEPA has established an MCLG of 0. USEPA has determined the risk associated with the MCL is 1 excess case of cancer in 1,000 people exposed over a 70-year lifetime for the most potent alpha emitter.

Gross Beta – OEHHA has not established a PHG. USEPA has established an MCLG of 0. USEPA has determined the risk associated with the MCL is 2 excess cases of cancer in 1,000 people exposed over a 70-year lifetime for the most potent beta emitter.

Hexavalent Chromium – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people and the risk associated with the MCL is 5 excess cases of cancer in 10,000 people exposed over a 70-year lifetime.

Perchlorate – OEHHA has not established a numerical health risk for perchlorate because PHGs for non-carcinogenic chemicals in drinking water are set at a concentration at which no known or anticipated adverse health risks will occur, with an adequate margin of safety.

PFOS – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people. There is no California MCL for PFOS; therefore, the risk information associated with the MCL is not available/applicable.

PCE – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people and the risk associated with the MCL is 8 excess cases of cancer in 100,000 people exposed over a 70-year lifetime.

TCE – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people and the risk associated with the MCL is 3 excess cases of cancer in a million people exposed over a 70-year lifetime.

Radium, Combined – OEHHA has determined that the health risk associated with the PHG is 1 excess case of cancer in one million people over a 70-year lifetime exposure; and the risk

associated with the MCL is 1 excess case of cancer in 10,000 people for radium-226 and 3 excess cases of cancer in 10,000 people for radium-228 over a 70-year lifetime exposure.

Uranium – OEHHA has determined the health risk associated with the PHG is 1 excess case of cancer in a million people and the risk associated with the MCL is 5 excess cases of cancer in 100,000 people exposed over a 70-year lifetime.

5.0 Identification of Risk Categories

Section 116470(b)(3) of the Health and Safety Code requires identification of the category of risk to public health associated with exposure to the contaminant in drinking water, including a brief, plainly worded description of those terms. The risk categories and definitions for the contaminants identified above are shown on the accompanying table.

6.0 Description of Best Available Technology

Section 116470(b)(4) of the Health and Safety Code requires a description of the BAT, if any is available on a commercial basis, to remove or reduce the concentrations of the contaminants identified above. The BATs are shown on the accompanying table.

7.0 Costs of Using Best Available Technologies and Intended Actions

Section 116470(b)(5) of the Health and Safety Code requires an estimate of the aggregate cost and cost per customer of utilizing the BATs identified to reduce the concentration of a contaminant to a level at or below the PHG or MCLG. In addition, Section 116470(b)(6) requires a brief description of any actions the water purveyor intends to take to reduce the concentration of the contaminant and the basis for that decision.

Bromate – The BATs for removal of bromate in water for large water systems are: coagulation/filtration optimization, granular activated carbon, and reverse osmosis. Bromate was detected above the PHG in the treated surface water purchased from MWDSC. The City is in compliance with the MCL for bromate. The estimated cost to reduce bromate levels in MWDSC water to below the PHG of 0.1 microgram per liter (µg/l) using reverse osmosis was calculated. Because the DDW detection limit for purposes of reporting (DLR) for bromate is 1

µg/l, treating bromate to below the PHG level means treating bromate to below the DLR of 1 µg/l. There are numerous factors that may influence the actual cost of reducing bromate levels to the PHG. Achieving the water quality goal for bromate could range from approximately $121,000 to $1,040,000 per year, or between $9 and $80 per service connection per year.

Gross Alpha, Gross Beta, Combined Radium, and Uranium – The only BAT for the removal of gross alpha in water for large water systems is reverse osmosis, which can also remove gross beta, combined radium, and uranium, if detected. Gross alpha was detected above the MCLG in the imported groundwater purchase from CDWC and treated surface water purchased from MWDSC. Gross beta was detected above the MCLG in the treated surface water purchased from MWDSC. Combined radium was detected above the MCLG in the imported groundwater purchased from CDWC. Uranium was detected above the PHG in the imported groundwater purchased from CDWC and treated surface water purchased from MWDSC. The cost of providing treatment using reverse osmosis to reduce gross alpha levels to the MCLG of 0 picoCurie per liter (pCi/l) (and consequently gross beta to below the MCLG of 0 pCi/l, combined radium to below the MCLG of 0 pCi/l, and uranium to below the PHG of 0.43 pCi/l) was calculated. Because the DLR for gross alpha is 3 pCi/l, treating gross alpha to 0 pCi/l means treating it to below the DLR of 3 pCi/l (and treating gross beta, radium-226, radium-228, and uranium to below their respective DLRs of 4 pCi/l, 1 pCi/l, 1 pCi/l, and 1 pCi/l). Achieving the water quality goal for gross alpha could range from $3,100,000 to $26,500,000 per year, or between $240 and $2,060 per service connection per year.

Hexavalent Chromium – The BATs for removal of hexavalent chromium in water for large water systems are: ion exchange, reduction/coagulation/filtration, and reverse osmosis. Hexavalent chromium was detected above the PHG in the imported groundwater purchased from CDWC. The City is in compliance with the MCL for hexavalent chromium. The estimated cost to reduce hexavalent chromium levels in the groundwater to below the PHG of 0.02 µg/l using reduction/coagulation/filtration was calculated. Because the DLR for hexavalent chromium is 0.1 µg/l, treating hexavalent chromium to below the PHG level means treating hexavalent chromium to below the DLR of 0.1 µg/l. There are numerous factors that may influence the actual cost of reducing hexavalent chromium levels to the PHG. Achieving the water quality goal for hexavalent chromium could be approximately $6,070,000 to $38,000,000 per year, or between $470 and $2,940 per service connection per year.

Perchlorate – The BATs for removal of perchlorate in water for large water systems are ion exchange and biological fluidized bed reactor. Perchlorate was detected above the PHG in the imported groundwater purchased from CDWC. The City is in compliance with the MCL for perchlorate. The estimated cost to reduce perchlorate levels in the groundwater to below the PHG of 1 µg/l using ion exchange was calculated. Because the DLR for perchlorate is 1 µg/l, treating perchlorate to below the PHG level means treating perchlorate to below the DLR of 1 µg/l. There are numerous factors that may influence the actual cost of reducing perchlorate levels to the PHG. Achieving the water quality goal for perchlorate could be approximately $1,900,000 to $4,170,000 per year, or between $147 and $323 per service connection per year.

PFOS – The BATs for removal of PFOS in water for large water systems are: granular activated carbon, ion exchange, and reverse osmosis. PFOS was detected above the PHG in the imported groundwater purchased from CDWC. The City is in compliance with the State requirements for PFOS. The estimated cost to reduce PFOS levels in the groundwater to below the PHG of 1 nanogram per liter (ng/l) using ion exchange was calculated. Because the DDW Consumer Confidence Report Detection Level (CCRDL) for PFOS is 4 ng/l, treating PFOS to below the PHG level means treating PFOS to below the CCRDL of 4 ng/l. There are numerous factors that may influence the actual cost of reducing PFOS levels to the PHG. Achieving the water quality goal for PFOS could be approximately $1,900,000 to $26,000,000 per year, or between $147 and $2,010 per service connection per year.

PCE and TCE – The BATs for removing PCE and TCE in water are granular activated carbon (GAC) and packed tower aeration (PTA). PCE and TCE were detected above their respective PHGs in the imported groundwater purchased from CDWC. The City is in compliance with the MCL for PCE and TCE. The estimated cost to treat PCE and TCE in the groundwater to below their respective PHGs of 0.06 µg/l and 1.7 µg/l using PTA was calculated. Because the DLR for PCE and TCE is 0.5 µg/l, treating PCE and TCE to below their respective PHGs means treating PCE and TCE to below the DLR of 0.5 µg/l. There are numerous factors that may influence the actual cost of treating PCE and TCE levels to their respective PHGs. Achieving the water quality goal for PCE and TCE using PTA could range from $1,080,000 to $4,030,000 per year, or between $84 and $312 per service connection per year.

All Contaminants – In addition, a cost estimate to treat all water produced by the City using ion exchange, PTA, and reverse osmosis to remove all the contaminants detected above the PHGs

or MCLGs was calculated. All the contaminants listed in the accompanying table may be removed to non-detectable levels by ion exchange, PTA, and reverse osmosis. As shown on the accompanying table, achieving the water quality goals for all contaminants using ion exchange, PTA, and reverse osmosis could range from $6,080,000 to $34,800,000 per year, or between $471 and $2,690 per service connection per year.

For additional information, please contact Mr. Rudy Correa at (714) 990-7697, or write to the City of Brea, 1 Civic Center Circle, Brea, California 92821.

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2025 PUBLIC HEALTH GOALS REPORT
CITY OF BREA

PARAMETER	UNITS OF MEASUREMENT	PHG OR (MCLG)*	MCL	DLR OR (CCRDL)	CONCENTRATION		CATEGORY OF RISK	CANCER RISK AT PHG OR MCLG	CANCER RISK AT MCL	BEST AVAILABLE TECHNOLOGIES	AGGREGATE COST PER YEAR	COST PER SERVICE CONNECTION PER YEAR
					AVERAGE	RANGE						
INORGANIC CHEMICALS												
Bromate	µg/l	0.1	10	1	ND	ND - 6.3	C	1×10^{-6}	1×10^{-4}	C/F, GAC, RO	$121,000 - $1,040,000 (a)	$9 - 80 (a)
Hexavalent Chromium	µg/l	0.02	10	0.1	1.4	ND - 3.4	C	1×10^{-6}	5×10^{-4}	IE, R/C/F, RO	$6,070,000 - $38,000,000 (b)	$470 - $2,940 (b)
Perchlorate	µg/l	1	6	1	ND	ND - 3.5	E	NA	NA	IE, BFBR	$1,900,000 - $4,170,000 (c)	$147 - $323 (c)
ORGANIC CHEMICALS												
Tetrachloroethylene (PCE)	µg/l	0.06	5	0.5	ND	ND - 1.1	C	1×10^{-6}	8×10^{-5}	GAC, PTA	$1,080,000 - $4,030,000 (d)	$84 - $312 (d)
Trichloroethylene (TCE)	µg/l	1.7	5	0.5	0.5	ND - 2.7	C	1×10^{-6}	3×10^{-6}	GAC, PTA	--	--
Perfluorooctanesulfonic Acid (PFOS)	ng/l	1	4 **	(4)	ND	ND - 8.2 ***	C	1×10^{-6}	(e)	GAC, IE, RO	$1,900,000 - $26,000,000 (f)	$147 - $2,010 (f)
RADIOLOGICAL												
Gross Alpha Particle Activity	pCi/l	(0)	15	3	ND	ND - 5	C	0	1×10^{-3}	RO	$3,100,000 - $26,500,000 (g)	$240 - $2,060 (g)
Gross Beta Particle Activity	pCi/l	(0)	50	4	ND	ND - 9	C	0	2×10^{-3}	IE, RO	--	--
Radium, Combined (h)	pCi/l	(0)	5	1 (h)	ND	ND - 1	C	1×10^{-6}	3×10^{-4}	IE, LS, RO	--	--
Uranium	pCi/l	0.43	20	1	2	ND - 3.2	C	1×10^{-6}	5×10^{-5}	IE, RO, LS,C/F	--	--
ALL CONTAMINANTS	--	--	--	--	--	--	--	--	--	IE, PTA, and RO	$6,080,000 - $34,800,000 (i)	$471 - $2,690 (i)

* MCLGs are shown in parentheses. MCLGs are provided only when no applicable PHG exists.
** Federal MCL
*** Range of detections reported before the effective Federal MCL compliance date of April 26, 2029.

RISK CATEGORIES
C (Carcinogen) = A substance that is capable of producing cancer.
E (Endocrine Toxicity and Developmental Toxicity) = A substance that can affect the thyroid or cause neurodevelopmental deficits.

NOTES
CCRDL = Consumer Confidence Report Detection Level
DLR = Detection Limit for Purposes of Reporting
MCL = Maximum Contaminant Level
MCLG = Maximum Contaminant Level Goal
µg/l = micrograms per liter or parts per billion
NA = Not Applicable
ND = Not Detected
ng/l = nanograms per liter or parts per trillion
pCi/l = picoCuries per liter
PHG = Public Health Goal

(a) Estimated cost to remove bromate using RO.
(b) Estimated cost to remove hexavalent chromium using R/C/F.
(c) Estimated cost to remove perchlorate using IE.
(d) Estimated cost to remove PCE and TCE using PTA.
(e) Not applicable. Cancer risk cannot be calculated.
(f) Estimated cost to remove PFOS using IE.
(g) Estimated cost to remove gross alpha particle activity using RO, which also removes combined radium, gross beta particle activity, and uranium.
(h) As the sum of radium-226 and radium-228. DLRs for radium-226 and radium-228 is 1 pCi/L and 1 pCi/L, respectively.
(i) Assuming treating the entire production by IE, PTA, and RO, which can remove all contaminants listed in the above table to below the detectable levels.

TREATMENT TECHNOLOGIES
BFBR = Biological fluidized Bed Reactor
C/F = Coagulation/Filtration
C/F = Coagulation/Filtration
GAC = Granular Activated Carbon
IE = Ion Exchange
LS = Lime Softening
PTA = Packed Tower Aeration
R/C/F = Reduction/Coagulation/Filtration
RO = Reverse Osmosis

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 4B.

Second Reading Brea Construction Code Tri-Annual Code Update

TO	PREPARED BY
Honorable Mayor and City Council Members	Chris Varela, Building Official
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Hold a public hearing to consider adoption of ordinance No. 1264;
2. Adopt by title only and waive further reading of Ordinance No. 1264, adopting by reference and amending, Codes comprising the 2025 Edition of the California Building Standards Code, and related "model" codes (collectively "California Code(s)" sometimes herein), the 2024 International Swimming Pool and Spa Code, and the 2024 International Property Maintenance Code; and
3. Adopt Resolution No. 2025-061 , setting forth required findings for amendments to the 2025 Edition of the California Building Standards Code and related "model" codes (collectively "California Code(s)" sometimes herein), and the 2024 International Swimming Pool and Spa Code, based on local climatic, topographical, and/or geological conditions.

BACKGROUND/DISCUSSION

The City of Brea is mandated by the California Health and Safety Code to adopt Codes contained in the California Building Standards Code every three years. The 2025 Edition of the California Building Standards Code, as adopted and amended by the City, will become Brea's Construction Codes effective January 1, 2026.

Assembly Bill 130 (2025), effective June 30 of this year, imposes a moratorium on local amendments to residential building standards not already in effect, subject to limited exceptions. This moratorium is effective from October 1, 2025, through June 1, 2031 and effectively requires local jurisdictions to adopt and amend the Codes by October 1, 2025. Failure to adopt such local amendments by October 1 would reduce the enhanced level of safety to the public that the amendments normally provide.

This Ordinance will amend Title 15 of the Brea City Code by repealing references to the prior editions of the model Codes, as adopted and amended by the State, and replacing them with the 2025 California Codes. The Ordinance will also adopt related “model” Codes that are not part of the California Building Standards Code.

Similar to past code adoptions, the Building & Safety Division is recommending changes and modifications be made to building standards contained in the 2025 California Codes based on legally required findings that such revisions are reasonable and necessary due to local climatic, topographic, and/or geologic conditions in Brea. Those findings will be set forth in a resolution that will be presented to the Council for consideration at second reading of the Ordinance. Other modifications are of an administrative or procedural nature, or relate to subjects that are not covered by the Codes, or are otherwise reasonably necessary to safeguard life and property within Brea.

The Ordinance will adopt by reference and amend the 2025 Editions of the California Administrative, Building, Residential, Mechanical, Plumbing, Electrical, Green Building Standards, Energy, Historical Building, and Existing Building Codes, as contained in the California Building Standards Code. The Ordinance will also adopt the 2024 Editions of the International Property Maintenance Code and International Swimming Pool and Spa Code.

The City Attorney’s office has reviewed and approved the format of all documents associated with the 2025 California Code adoption process.

Environmental Review

The proposed Ordinance includes the finding that it has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. Pursuant to Section 15061(b)(3) of the CEQA Guidelines, the proposed Ordinance is exempt from the requirements to prepare additional environmental documentation as it can be seen with certainty that there is no possibility that adoption of the Ordinance may have a significant effect on the environment. The proposed updates to the 2025 California Codes are consistent with the safeguards previously adopted by the City and are carried over from the 2022 Codes in order to maintain the higher level of safety required in Brea due to local conditions. As such, it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

FISCAL IMPACT/SUMMARY

The adoption of the 2025 California Codes is expected to have minimal to no fiscal impact on the General Fund, as any related costs will be absorbed with existing appropriations.

Attachments

2025 Resolution - Building Codes_09-10-25.pdf
Brea-Ordinance-Building Codes-2025-clean-9-10-25.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, SETTING FORTH REQUIRED FINDINGS FOR AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE, AND ADOPTION AND AMENDMENT OF THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC), BASED ON LOCAL CLIMATIC, TOPOGRAPHICAL AND GEOLOGICAL CONDITIONS

A. RECITALS:

(i) Certain building standards and other related provisions contained in national model and uniform codes are adopted and amended by the State of California, and thereafter published as the California Building Standards Code ("CBSC"). The 2025 CBSC will become applicable in the City, subject to amendments made by the City pursuant to Health and Safety Code Sections 17958.5 and/or 18941.5.

(ii) Health and Safety Code Sections 17958.5 and 18941.5 authorize the City Council to make reasonably necessary modifications to the California Building Standards Code, based on certain local conditions.

(iii) Health and Safety Code Section 17958.7 requires that, before making any modifications to building standards contained in the CBSC, the City Council shall make an express finding that each such modification is reasonably necessary because of local climatic, geological, or topographical conditions.

(iv) The City's Building & Safety Division Community Development Department has recommended that modifications be made to building standards and other provisions contained in the CBSC, and has advised that certain modifications are reasonably necessary due to local conditions. City's Building & Safety Division Community Development Department has further advised that the remainder of such modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the CBSC or are reasonably necessary to safeguard life and property within the City of Brea.

B. RESOLUTION:

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

Section 1. Amendments to building standards contained in Sections 105.2, 903.2, 903.2.8, 918.2, Table 1505.1, 1505.1.2, 1505.5, 1505.7, 1807.1.6, 1809.7, Table 1809.7, 1809.8, and 2304.10.2, Appendix B and G of the 2025 Edition of the California Building Code, and Table R301.2, Sections R405.1, R902.1, R902.1.2, R902.2, Appendix BF, BF105.1, BF105.2 and Appendix CI, Section 115922(a), of the 2025 Edition of the California Residential Code, and adoption of the 2024 International Swimming Pool and Spa Code, including the addition of Sections 305.2(a) and 305.2(b), and deletion of Sections 305.2.1, 305.3, as recommended by the Community

Development Department, are hereby found to be reasonably necessary due to the to the following local conditions:

A. Climatic Conditions

1. Orange County and the City of Brea are located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles, to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.

2. Hot, dry Santa Ana winds are common to all areas within the City of Brea and Orange County in general. These winds, which can cause small fires to spread quickly and are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety of multiple occupants during fire occurrences.

B. Geological Conditions

1. **Seismic Area**. Orange County and the City of Brea are located in a highly active seismic area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone (NIFZ) which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. The **Puente Hills thrust fault**, runs from the suburbs of northern Orange County, through the San Gabriel Valley and under the skyscrapers of downtown Los Angeles before ending in Hollywood. Experts report that a major, magnitude 7.5 earthquake on the fault could do more damage to the heart of Los Angeles than the dreaded Big One on the San Andreas fault, which is on the outskirts of metropolitan Southern California.

   In 1987, a "moderate" quake on that fault killed eight people and caused more than $350 million in damage. The magnitude 5.9 Whittier Narrows quake left old brick buildings in Whittier's downtown area battered and also damaged some freeway bridges. More than 100 single-family homes and more than 1,000 apartment units were destroyed.

   On March 28, 2014 at approximately 9:09 pm the City of Brea and adjacent cities experienced an earthquake with a magnitude 5.1 followed by several foreshock earthquakes of varying magnitudes. These Puente Hills fault earthquakes were severe enough to cause the activation of the City of Brea’s Emergency Operation Center (EOC) and set into motion Brea’s first responders. The City withstood the event well but some structures experienced some damage resulting in millions of dollars in repair cost.

   These past, and future seismic events create a need for additional structural safety measures and fire protection measures for building occupants in the City of Brea.

2. **Methane gas**. The City of Brea is also known for oil deposits. Methane seepage has been detected at several locations in the city of Brea do to oil operations and natural causes. Under normal atmospheric conditions methane gas is not a hazard. However, at high concentrations it is flammable, and at concentrations between 55,000 and 140,000 ppm (parts per million), it is explosive. Although it is not toxic, it can lead to asphyxiation if it replaces oxygen in an enclosed space. Methane is lighter than air; therefore, it tends to migrate upward through permeable sediments, rock fractures, and man-made pathways. If allowed to accumulate inside buildings, dangerous explosions can result. If free of impurities, methane is colorless and odorless, making it difficult for a building's inhabitants to detect. Therefore, areas in Brea have a need for increased protection and mitigation from methane gas.
3. Areas of Brea lie within the Brea-Olinda oil field, and is known for its surface seeps of naturally occurring oil and tar since the days of the Spanish missionaries ("brea" is the Spanish word for tar). Before development, asphaltum, tar, and active oil seepage may be present. Although crude oil is not classified as a hazardous substance by the State of California, oil seeps and tar are generally viewed as unsightly and a "nuisance hazard."

C. Topographical Conditions

1. Brea is located in the heart of La Habra Valley, which stretches from East Whittier to Yorba Linda, at the northern boundary of Orange County where it joins Los Angeles County. To the northwest are the Puente Hills, the Chino Hills stretch northeastward. The Coyote Hills form the southern boundary. Brea's official elevation is 375 feet, but varies with the rolling terrain. Brea is home to the Brea Dam constructed and operated by the Corps of Engineers with a single purpose flood control project in 1942.

2. Traffic and circulation congestion presently existing in the City of Brea often places fire department response time to fires and medical emergencies at risk. This condition can be exacerbated given the terrain and winding roads. Any major disaster, including earthquake may damage the highway system and possibly cause landslides, compromising our roads and city circulation. This topographic local condition makes the need for additional on-site protective measures and systems to provide greater safety to property occupants.

Additional amendments have been made to the Codes. On the recommendation of the Community Development Department, such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

Amendments to the 2025 California Building Standards Code, and adoption of, and additions and deletions to, the 2024 International Swimming Pool and Spa Code ("ISPSC") are found reasonably necessary based on the climatic, topographical, and/or geological conditions cited in Section 1 of this Resolution and are listed as follows:

Building Code	Findings in Section 1
CBC 105.2,	B-1
CBC 903.2, 903.2.8,	A-1, A-2, B-2, B-3
CBC 918.2	A-1, A-2, B-2
CBC Table 1505.1, 1505.1.2, 1505.5, 1505.7	A-1, A-2, B-2,
CBC 1807.1.6, 1809.7, Table 1809.7,1809.8, 2304.10.2,	B-1
CBC Appendix B, G	B-1, C1
Residential Code	
CRC Table R301.2, R405.1	A-1, A-2, B-1, B-2, C-1,C-2
CRC R902.1, R902.1.2, R902.2	A-1, A-2, B-2
CRC Appendix BF, BF105.1, BF105.2	B-1
CRC Appendix CI, Section 115922(a)	C-2
Swimming Pools	
ISPSC (adoption)	C-2
ISPSC 305.2(a)	C-2
ISPSC 305.2(b)	C-2
ISPSC 305.2.1 (deleted)	C-2
ISPSC 305.3 (deleted)	C-2

The aforementioned amendments are incorporated in detail in Ordinance No. 1264.

Section 2. The City Council declares that, should any article, provision, finding, section, paragraph, sentence or word of this Resolution be or be declared invalid by any final court action in a court of competent jurisdiction, or by administrative determination, or by reason of any preemptive legislation, the remaining articles, provisions, findings, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

APPROVED and ADOPTED this 16th day of September, 2025.

_____
Blair Stewart, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 September 16, 2025 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED:_____

_____
Victoria Popescu, City Clerk

ORDINANCE NO. 1264

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, RESIDENTIAL, MECHANICAL, PLUMBING, ELECTRICAL, GREEN BUILDING STANDARDS, ENERGY, HISTORICAL BUILDING, AND EXISTING BUILDING CODES, THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE 2024 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITH APPENDICES, AMENDMENTS, DELETIONS AND PENALTIES, AMENDING TITLE 15 OF THE BREA CITY CODE, AND APPROVING A CEQA EXEMPTION DETERMINATION

A. RECITALS.

(i) Section 50022.1, et seq. of the California Government Code authorizes the adoption by reference of codes comprising the California Building Standards Code.

(ii) At least one (1) copy of said Codes, certified as full, true and correct, has been filed in the office of the City Clerk of the City of Brea in accordance with the provisions of California Government Code Section 50022.6.

(iii) A duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, the City Council of the City of Brea does hereby ordain as follows:

SECTION 1. In all respects as set forth in the Recitals, Part A, of this Ordinance.

SECTION 2. Chapters 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, 15.34, 15.36 and 15.220 of Title 15 of the Brea City Code hereby are repealed; provided, however, that said repeal shall not affect or excuse any violation thereof occurring prior to the effective date of this Ordinance and provided further that the Codes adopted by reference and amended by Ordinance No. 1232 of this City, shall continue to be applicable to construction wherein plans have been submitted for plan check prior to the effective date of this Ordinance so long as the initial permit therefor is issued no later than ninety (90) days after the effective date of this Ordinance.

SECTION 3. A new Chapter 15.04 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.04: ADMINISTRATIVE CODE

“Section

15.04.010 2025 California Administrative Code Adopted
15.04.020 Conflicting provisions

§ 15.04.010 2025 CALIFORNIA ADMINISTRATIVE CODE ADOPTED.

Except as provided in this chapter, the ‘2025 California Administrative Code’ is hereby adopted in its entirety and shall be and become the Administrative Code of the City of Brea.

§ 15.04.020 CONFLICTING PROVISIONS.

In the event of a conflict between any provision contained in the Administrative Code and the administrative provisions of the City’s building codes, the more specific provision shall be given effect, unless another applicable provision is determined by the Building Official to more fully provide for the public health and safety and/or will more fully promote the intent of the city’s building codes.”

SECTION 4.

A new Chapter 15.08 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.08: BUILDING CODE

“Section

“15.08.010 2025 California Building Code Adopted
“15.08.020 2025 California Building Code-Amendments

§15.08.010 2025 CALIFORNIA BUILDING CODE ADOPTED.

The ‘2025 California Building Code’, including Appendices B and G, and incorporating the ‘2024 International Building Code’ as published by the International Code Council, hereby is adopted in its entirety as the Building Code of the City of Brea, together with the amendments, additions, deletions and exceptions set forth in this chapter.

§15.08.020 2025 CALIFORNIA BUILDING CODE-AMENDMENTS.

The California Building Code is hereby amended as follows:

SECTION 105.2 WORK EXEMPT FROM PERMIT-AMENDED

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m2) and maximum height of 12 ft. *It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.*
2. Masonry or concrete fences not over 3 feet (1524 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route.*
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches (457 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground. *It is permissible to request a building permit when pools will be placed adjacent to a retaining wall and exceeds 1,000 gallons (3,785 L).*
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support *in occupancy* Groups R-3 and U.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1219 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with the new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

SECTION 903.2 WHERE REQUIRED-AMENDED

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. **New buildings**: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square feet (465 m^2), or the building is more than two stories in height, regardless of fire areas or allowable area.

2. **New buildings in the High Fire Hazard Severity Zone (HFHSZ) and Very High Fire Hazard Severity Zone (VHFHSZ):** An automatic sprinkler system shall be provided in all new occupancies in the HFHSZ and VHFHSZ.

3. **Existing buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

    a. When the addition is 50% or more of the existing building area and the resulting building area, as defined in Section 202, exceeds 5,000 square feet (465 m^2); or

    b. When the addition exceeds 2,000 (185.81 m^2) square feet and the resulting building area, as defined in Section 202, exceeds 5,000 square feet (465 m^2); or

    c. An additional story is added above the second floor regardless of fire areas or allowable area.

    Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with Section 903.2.8.

SECTION 903.2.8 GROUP R-AMENDED

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

    a. When an addition is 50% or more of the existing building area, as defined in Section 202, or greater than 1,000 square feet (92.903 m^2) within a two year period; or

    b. An addition when the existing building is already provided with automatic sprinklers; or

    c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

3. **Existing buildings in the High Fire Hazard Severity Zone (HFHSZ) and Very High Fire Hazard Severity Zone (VHFHSZ):** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

   a. When an addition is 33% of more of the existing building area, as defined in Section 202, or greater than 1,000 square feet (93.902 m^2) within a two year period; or

   b. An addition when the existing building is already provided with automatic sprinklers; or

   c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 918.2 EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS - ADDED

918.2 Emergency responder radio coverage in existing buildings.

Existing buildings that do not have approved radio coverage for emergency responders within the building, based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Where an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1, of the Brea Fire Code.

2. Within a time frame established by the adopting authority.

3. The emergency responder radio coverage shall comply with the following Brea Fire Department guidance document:

'Information for Digital Antenna Systems (DAS)/Bi-Directional Amplification (BDA) Systems'

TABLE 1505.1- AMENDED

TABLE 1505.1[a]
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2.

a. Unless otherwise required in accordance with Chapter 7A or due to the location of the building within a fire district in accordance with Appendix D.

SECTION 1505.1.2 ROOF COVERINGS WITHIN ALL OTHER AREAS OTHER THAN FIRE HAZARD SEVERITY ZONES OR WILDLAND - URBAN INTERFACE - AMENDED

1505.1.2 Roof coverings in all areas. The entire roof covering of every existing structure where more than 33 percent of the total roof area is replaced within any two-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

SECTION 1505.5 NON-CLASSIFIED ROOFING-DELETED

SECTION 1505.7 SPECIAL PURPOSE ROOFS-DELETED

SECTION 1807.1.6 PRESCRIPTIVE DESIGN OF CONCRETE AND MASONRY FOUNDATION WALLS-AMENDED

1807.1.6 Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

SECTION 1809.7 PRESCRIPTIVE FOOTINGS FOR LIGHT-FRAME CONSTRUCTION-AMENDED

1809.7 Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7
PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, c, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING [f]	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.
b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
c. Interior stud-bearing walls shall be permitted to be supported by isolated footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center.

d. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
e. For thickness of foundation walls, see Section 1807.1.6.
f. Footings shall be permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.
g. Plain concrete footings for Group R-3 occupancies shall be permitted to be 6 inches thick in structures assigned to Seismic Design Category A & B.

SECTION 1809.8 PLAIN CONCRETE FOOTINGS-DELETED

SECTION 2304.10.2 FASTENER REQUIREMENTS-AMENDED

2304.10.2 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing performed by an approved laboratory under a licensed professional engineer and results are approved by the building official.

APPENDIX B BOARD OF APPEALS-ADOPTED.

Appendix B of the California Building Code is hereby adopted by reference in its entirety with no amendments.

APPENDIX G FLOOD-RESISTANT CONSTRUCTION-ADOPTED.

Appendix G of the California Building Code is hereby adopted by reference in its entirety with no amendments."

SECTION 5.

A new Chapter 15.10 is hereby added to Title 15 of the Brea City Code to read as follows:

"CHAPTER 15.10 RESIDENTIAL CODE

Section

15.10.010 2025 California Residential Code Adopted
15.10.020 2025 California Residential Code-Amendments

§15.10.010 2025 CALIFORNIA RESIDENTIAL CODE ADOPTED.

The '2025 California Residential Code', including Appendices BF and CI, and incorporating the '2024 International Residential Code' as published by the International Code Council, is hereby adopted in its entirety as the Residential Building Code of the City of Brea, together with the amendments, additions, deletions and exceptions set forth in this chapter.

§15.10.020 2025 CALIFORNIA RESIDENTIAL CODE-AMENDMENTS.

The California Residential Code is hereby amended as follows:

TABLE R301.2-AMENDED

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD [o]	WIND DESIGN				SEISMIC DESIGN CATEGORY [f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [e]	ICE BARRIER UNDERLAYMENT REQUIRED [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed [d] (mph)	Topographic effects [k]	Special wind region [l]	Wind borne debris zone [m]		Weathering [a]	Frost line Depth [b]	Termite [c]					
Zero	95	No	No	NO	D_2 or E	Negligible	0	Very Heavy	43	No	See Exhibit B	0	65.1

MANUAL J DESIGN CRITERIA [n]							
Elevation	Altitude Correction factor [e]	Coincident Wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference	
275		68					
Latitude	Daily range	summer design design gains	Indoor summer design relative humidity	Indoor summer design Dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling Temperature difference	
34	29						

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C 34, ASTM C 55, ASTM C 62, ASTM C 73, ASTM C 90, ASTM C 129, ASTM C 145, ASTM C 216 or ASTM C 652.
b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
d. The jurisdiction shall fill in this part of the table with the wind speed from the ultimate design wind speeds map [Figure R301.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table10A from ACCA Manual J or established criteria determined by the jurisdiction.
f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood

hazard areas); (b) and the title and date of the currently effective Flood Insurance Study or other hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the l00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.htrnl.
j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction shall indicate “NO” in this part of the table.
m. In accordance with Section R301.2.1.2, the jurisdiction shall indicate the wind-borne debris wind zone(s). otherwise, the jurisdiction shall indicate “NO” in this part of the table.
n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(3).

SECTION R405.1 CONCRETE OR MASONRY FOUNDATIONS. EXCEPTION-DELETED

SECTION R902.1 ROOFING ASSEMBLIES-AMENDED

R902.1 Roofing assemblies. Roof decks shall be covered with materials as set forth in Sections R904 or with roof coverings as set forth in Section 905. Minimum Class A roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet (914 mm) from a lot line. Classes A roofing required by this section to be listed shall be tested in accordance with ASTM E 108 or UL 790. Where required, the rood assembly shall be listed as to class by an approved testing agency.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible roof decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.

SECTION R902.1.2 ROOF COVERINGS IN ALL OTHER AREAS OTHER THAN FIRE HAZARD SEVERITY ZONES OR WILDLAND - URBAN INTERFACE -AMENDED

R902.1.2 Roof coverings in all areas. The entire roof covering of every existing structure where more than 33 percent of the total roof area is replaced within any two-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure,

shall be a fire-retardant roof covering that is at least Class A.

SECTION R902.2 FIRE-RETARDANT-TREATED SHINGLES AND SHAKES-AMENDED

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 or ASTM E108 or UL 790 for use on Class A roofs."

APPENDIX BF PATIO COVERS-ADOPTED.

SECTION BF105 STRUCTURAL PROVISIONS-AMENDED

BF105.1 Design Loads. Patio covers shall be designed and constructed to sustain, within the stress limits of the code, all dead loads plus a vertical live load of not less than 20 pounds per square foot (0.48 kN/m^2). Such covers shall be designed to resist the minimum wind loads set forth in Section R301.2.1.

BF105.2 Footings. In areas with frostline depth of zero as specified in the Table R301.2, for patio covers supported on a slab-on-grade without footings, the slab shall conform to the provisions of Sections R506, shall be not less than 5 inches (127 mm) thick and the columns shall not support live and dead loads in excess of 750 pounds (3.34 kN) per columns.

APPENDIX CI SWIMMING POOL SAFETY ACT-ADOPTED.

Appendix CI of the California Residential Code is hereby adopted by reference in its entirety with amendments.

APPENDIX CI SWIMMING POOL SAFETY ACT-AMENDED

Authority: Health and Safety Code Section 18942 (b)
Reference: Health and Safety Code Section 18942 (b); Chapter 925, Statutes of 1996

115922

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item # 1 and at least one additional of the following seven drowning prevention features:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures

used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)4 or (a)5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

2. Removable mesh fencing that meets American Society for testing and materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing shall be not less than 20 inches from the water's edge.

3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.

4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372 mm) above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

6. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM standard F2208 "Standard Safety Specification for Residential Pool Alarms." Which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or that American Society of Mechanical Engineers (ASME).

Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval."

SECTION 6.

A new Chapter 15.12 is hereby added to Title 15 of the Brea City Code to read as follows:

"CHAPTER 15.12: ELECTRICAL CODE

"Section

15.12.010 2025 California Electrical Code Adopted
15.12.020 2025 California Electrical Code-Amendments

§15.12.010 2025 CALIFORNIA ELECTRICAL CODE ADOPTED.

Except as provided in this chapter, the '2025 California Electrical Code', based on the 2023 National Electrical Code as published by the National Fire Protection Association, is hereby adopted in its entirety as the Electrical Code of the City of Brea, regulating and controlling the installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and electrical appliances on premises within the City.

"§15.12.020 CALIFORNIA ELECTRICAL CODE-AMENDMENTS.

[Reserved for future amendments]"

SECTION 7

A new Chapter 15.16 is hereby added to Title 15 of the Brea City Code to read as follows:

"CHAPTER 15.16: MECHANICAL CODE

"Section

15.16.010 2025 California Mechanical Code Adopted
15.16.020 2025 California Mechanical Code-Amendments

§15.16.010 2022 CALIFORNIA MECHANICAL CODE ADOPTED.

Except as provided in this chapter, the '2025 California Mechanical Code', based on the '2024 Uniform Mechanical Code' as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted in its entirety as the Mechanical Code of the City of Brea, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances.

§15.16.020 2019 CALIFORNIA MECHANICAL CODE-AMENDMENTS

[Reserved for future amendments]"

SECTION 8

A new Chapter 15.20 is hereby added to Title 15 of the Brea City Code to read as follows:

"CHAPTER 15.20: PLUMBING CODE

"Section

15.20.010 2025 California Plumbing Code Adopted
15.20.020 2025 California Plumbing Code-Amendments

§15.20.010 2025 CALIFORNIA PLUMBING CODE ADOPTED.

Except as provided in this chapter, the '2025 California Plumbing Code', based on the '2024 Uniform Plumbing Code' as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted in its entirety as the Plumbing Code of the City of Brea, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City.

§15.20.020 2025 CALIFORNIA PLUMBING CODE-AMENDMENTS

[Reserved for future amendments]"

SECTION 9.

A new Chapter 15.24 is hereby added to Title 15 of the Brea City Code to read as follows:

"CHAPTER 15.24: GREEN BUILDING STANDARDS CODE

"Section

15.24.010 2025 California Green Building Standards Code Adopted
15.24.020 2025 California Green Building Standards Code-Amendments

§15.24.010 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

Except as provided in this chapter, the '2025 California Green Building Standards Code' is hereby adopted in its entirety and shall be and become the Green Building Standards Code of the City of Brea.

§15.24.020 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE-AMENDMENTS

[Reserved for future amendments]"

SECTION 10.

A new Chapter 15.28 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.28: ENERGY CODE

“Section

15.28.010 2025 California Energy Code Adopted
15.28.020 2025 California Energy Code-Amendments

§15.28.010 2025 CALIFORNIA ENERGY CODE ADOPTED.

Except as provided in this chapter, the ‘2025 California Energy Code’, is hereby adopted in its entirety and shall be and become the Energy Code of the City of Brea, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of energy systems.

§15.28.020 2025 CALIFORNIA ENERGY CODE-AMENDMENTS.

[Reserved for future amendments]”

SECTION 11.

A new Chapter 15.32 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.32: PROPERTY MAINTENANCE CODE

“Section

15.32.010 2024 International Property Maintenance Code Adopted

§15.32.010 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED.

The ’International Property Maintenance Code, 2024 Edition’, as published by the International Code Council, is hereby adopted in its entirety as the Property Maintenance Code of the City of Brea, regulating and controlling the conditions and maintenance of all property, buildings and structures; providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; provided, however, that notwithstanding the adoption of this code, the City may utilize and enforce any other provision of any code of the City relating to property maintenance.”

SECTION 12.

A new Chapter 15.34 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.34: HISTORICAL BUILDING CODE

“Section

15.34.010 2025 California Historical Building Code Adopted
15.34.020 2025 California Historical Building Code-Amendments

§15.34.010 2025 CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

Except as provided in this chapter, the ‘2025 California Historical Building Code', is hereby adopted in its entirety and shall be and become the Historical Building Code of the City of Brea, regulating for the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties.

§15.34.020 2025 CALIFORNIA HISTORICAL BUILDING CODE-AMENDMENTS.

[Reserved for future amendments]”

SECTION 13.

A new Chapter 15.36 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.36: EXISTING BUILDING CODE

“Section

15.36.010 2025 California Existing Building Code Adopted
15.36.020 2025 California Existing Building Code-Amendments

§15.36.010 2025 CALIFORNIA EXISTING BUILDING CODE ADOPTED.

Except as provided in this chapter, the ‘2025 California Existing Building Code’, incorporating the ‘2024 International Existing Building Code’ as published by the International Code Council, is hereby adopted in its entirety and shall become the Existing Building Code of the City of Brea, regulating the alteration, repair, addition and change of occupancy of existing structures. Together with the amendments, additions, deletions and exceptions set forth in this chapter.

§15.36.020 2025 CALIFORNIA EXISTING BUILDING CODE-AMENDMENTS.

[Reserved for future amendments]”

SECTION 14.

A new Chapter 15.220 is hereby added to Title 15 of the Brea City Code to read as follows:

“CHAPTER 15.220: SWIMMING POOLS

“Section

15.220.010 2024 International Swimming Pool and Spa Code Adopted
15.220.020 2024 International Swimming Pool and Spa Code-Amendments

§15.220.010 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE- ADOPTED.

Except as provided in this chapter, the ‘2024 International Swimming Pool and Spa Code’, is hereby adopted in its entirety and shall be and become the Swimming Pool and Spa Code of the City of Brea, regulating the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and relate equipment in Brea.

“§15.220.020 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE - AMENDMENTS.

SECTION 305.2 (a) CONSTRUCTION PERMIT; SAFETY FEATURES REQUIRED- ADDED

305.2 (a) Construction permit; safety features required.

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item # 1 and at least one additional of the following seven drowning prevention features:

1. An enclosure that meets the requirements of 115923 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)4 or (a)5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

2. Removable mesh fencing that meets American Society for testing and materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing shall be not less than 20 inches from the water’s edge.

3. An ‘approved safety pool cover’, as defined in subdivision (d) of section 115921.

4. Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating

notification that “the door to the pool is open.”

5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372 mm) above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.

6. An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM standard F2208 “Standard Safety Specification for Residential Pool Alarms.” Which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or that American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

Authority and Reference: Health and Safety Code Section 115921, et seq.

SECTION 305.2 (b) ENCLOSURE; REQUIRED CHARACTERISTICS. AN ENCLOSURE SHALL HAVE ALL OF THE FOLLOWING CHARACTERISTICS-ADDED

305.2 (b) Enclosure; required characteristics. An enclosure shall have all of the following characteristics. An enclosure shall have all of the following characteristics:

1. Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches (1524 mm) above the ground.

2. A minimum height of 60 inches ((1524 mm).

3. A maximum vertical clearance from the ground to the bottom of the enclosure of 2 inches (51 mm).

4. Gaps or voids, if any, do not allow passage of a sphere equal to or greater than 4 inches (102 mm) in diameter.

5. An outside surface free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

Authority and Reference: Health and Safety Code Section 115921, et seq.

Section 305.2.1 BARRIER HEIGHT AND CLEARANCES – DELETED

Section 305.3 DOORS AND GATES - DELETED."

SECTION 15. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because the Ordinance provides for greater environmental protection by adopting and amending building standards and administrative provisions designed to provide for greater energy efficiency, construction sustainability, and protection from seismic and climatic forces, including fire-related dangers. Therefore, it is exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3), of the California Code of Regulations (CEQA Guidelines).

SECTION 16. PENALTIES.

It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or any of the Codes hereby adopted. Unless deemed to be an infraction, any person, firm, partnership or corporation violating any provision of this Ordinance or any of the Codes hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. In addition to the foregoing, violation of this Ordinance or the Codes adopted hereby may be punishable by administrative penalty. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Codes hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

SECTION 17. CIVIL REMEDIES

The violation of any of the provisions of this Ordinance or any of the Codes hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 18. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance or the Codes hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance and the Codes hereby adopted shall remain in full force and effect.

SECTION 19. This Ordinance shall become operative the later of January 1, 2026, or thirty (30) days after adoption.

SECTION 20. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 16th day of September, 2025.

_____
Blair Stewart, Mayor

ATTEST:_____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 19th day of August, 2025, and was finally passed at a regular meeting of the City Council of the City of Brea on the 16th day of September, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

_____
Victoria Popescu, City Clerk

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 4C.

Second Reading 2025 Fire Code and Wildland Urban Interface Ordinance

TO	PREPARED BY
Honorable Mayor and City Council Members	Nicole Pesqueira, Fire Marshal
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Dan Mielke, Fire Chief	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Hold a public hearing to consider adoption of Ordinance No. 1265.
2. Adopt by title only and waive further reading of Ordinance No. 1265, adopting by reference and amending the 2025 California Fire Code (CFC) and 2025 California Wildland Urban Interface Code (CWUIC).
3. Adopt Resolution No. 2025-062, setting forth required findings for amendments to the 2025 California Fire and Wildland Urban Interface Codes based on local climatic, topographical, and/or geological conditions.

BACKGROUND/DISCUSSION

California Health and Safety Code Section 17922 requires local jurisdictions to adopt fire safety standards, including building standards, at least as restrictive as those found in the CFC, as codified in Title 24 of the Code of Regulations.

The CFC is updated every three years based on the International Fire Code with California-specific amendments. The current 2022 CFC has been in effect since January 1, 2023. The 2025 edition includes significant updates addressing emerging fire safety challenges, particularly related to wildland urban interface areas.

The CWUIC provides comprehensive regulations for construction and development in areas where structures interface with wildland vegetation. Given the increasing wildfire threats throughout California, adoption of the updated CWUIC is critical for community protection.

This Ordinance was introduced at the August 19, 2025, City Council meeting. If adopted, the Ordinance will become operative January 1, 2026, concurrent with the 2025 CFC and CWUIC.

Assembly Bill (AB) 130:

AB 130 (2025), effective June 30 of this year, imposes a moratorium on local amendments to residential building standards not already in effect, subject to limited exceptions. This moratorium is effective from October 1, 2025, through June 1, 2031 and effectively requires local jurisdictions to adopt the most current CFC and CWUIC with local amendments by October 1, 2025. Failure to adopt such local amendments by October 1 would eliminate the City's ability to maintain local fire safety standards that may be more restrictive than State requirements, potentially compromising the community's fire protection measures.

Key Updates in the 2025 California Fire Code:

The 2025 CFC incorporates enhanced provisions for emergency access, water supply requirements, and vegetation management. New sections address battery energy storage systems, electric vehicle charging infrastructure fire safety, and updated requirements for high-rise buildings. The Code also includes updated standards for fire department connections.

Key Updates in the 2025 California Wildland Urban - Interface Code:

The 2025 CWUIC strengthens defensible space requirements, updates ignition-resistant construction standards, and provides clearer guidance on vegetation management zones. Enhanced provisions address ember intrusion prevention, improved access road specifications, and updated water supply requirements for fire suppression in wildland areas.

Benefits of Adoption:

Adopting the 2025 Codes will ensure that Brea maintains compliance with State fire safety standards and provides enhanced protection for residents and property. The updated Codes reflect current best practices in fire prevention and suppression, incorporate lessons learned from recent wildfire events, and provide clearer guidance for developers, contractors, and property owners. The Codes also support the City's climate adaptation and resilience goals by addressing increased fire risks associated with changing weather patterns and extended fire seasons.

Implementation Considerations:

Due to the October 1, 2025 deadline imposed by AB 130, staff recommends immediately moving forward to adopt and amend the Codes, followed by a 60-day implementation period. The loss of local amendment authority for residential occupancies under AB 130 would be particularly detrimental to Brea, as the City's current local amendments include enhanced fire safety requirements for residential developments in high fire hazard severity zones. Maintaining and enhancing these local standards is essential for protecting the community's residential areas.

The updated Codes may result in increased construction costs for some projects, particularly those in wildland urban interface areas. However, these costs are offset by enhanced fire safety protection and potential insurance benefits for property owners.

Environmental Review

The proposed Ordinance includes the finding that it has been evaluated in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. Pursuant to Section 15061(b)(3) of the CEQA Guidelines, the proposed Ordinance is exempt from the requirements to prepare additional environmental documentation as it can be seen with certainty that there is no possibility that adoption of the Ordinance may have a significant effect on the environment because the Codes, as amended, will provide for greater environmental protection due to the reduction in the risk of fire-related hazards.

FISCAL IMPACT/SUMMARY

The direct fiscal impact of the recommended Code adoption is minimal, limited to staff training and Code book purchases estimated at $3,000. These costs will be covered by existing appropriations in the current fiscal year. However, the adoption of the Codes may also result in increased permit and inspection fee revenue, as the more stringent requirements expand the scope of review for certain development projects.

Over time, the City may realize additional fiscal benefits, including reduced fire suppression costs, decreased liability exposure, and potential protection of property tax revenue, driven by enhanced fire safety measures.

Attachments

Brea-resolution-Fire Code 2025-findings-9-4-25-clean.pdf

Brea-ordinance-Fire Code-2025 clean-8-11-25- revised and final.pdf

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, SETTING FORTH REQUIRED FINDINGS FOR AMENDMENTS TO BUILDING STANDARDS IN THE 2025 CALIFORNIA FIRE CODE AND 2025 CALIFORNIA WILDLAND URBAN INTERFACE CODE BASED ON LOCAL CLIMATIC, TOPOGRAPHICAL AND/OR GEOLOGICAL CONDITIONS

A. RECITALS:

(i) Certain building standards and other related provisions contained in national model and uniform codes are adopted and amended by the State of California, and thereafter published as the California Building Standards Code ("CBSC"). The 2025 CBSC includes the 2025 California Fire Code and the 2025 California Wildland Urban Interface Code which will become applicable in the City, subject to amendments made by the City pursuant to Health and Safety Code Sections 17958.5 and/or 18941.5.

(ii) Health and Safety Code Sections 17958.5 and 18941.5 authorize the City Council to make reasonably necessary modifications to the State adopted building codes, including the California Building Standards Code, based on certain local conditions.

(iii) Health and Safety Code Section 17958.7 requires that, before making any modifications to building standards contained in the CBSC, including the 2025 California Fire Code and the 2025 California Wildland Urban Interface Code, the City Council shall make express findings that such modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

(iv) The Brea Fire Department has recommended that modifications be made to building standards and other provisions contained in the 2025 California Fire Code and 2025 California Wildland Urban Interface Code, and has advised that such modifications are reasonably necessary due to local conditions in the City of Brea. The Brea Fire Department has further advised that the remainder of such modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by said Codes, or are reasonably necessary to safeguard life and property within the City of Brea.

B. RESOLUTION:

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

Section 1. Amendments related to life and fire safety affecting Sections 105.5.59,

105.6.26, 105.6.27, 108.4, 109.5, 202, 304.1.3, 304.1.3(b)(7)(E), 304.1.3(b)(7)(F), 304.1.3(b)(7)(G), 307.6, 307.1.2, 324-324.1.4, 325, 326.1-326.2, 327.1, 328, 329, 329.1, 329.2, 330, 403.11.2, 503.1, 503.2.1-503.2.4, 503.7, 505.1, 506.1, 507.5.7, 510.1, 903.2, 903.2.8, 1101.1, 1101.3, 1103.2, 1103.3-1103.3.3, 1103.7, 1103.7.3.1, 1103.7.8-1103.7.8.2, 1103.7.9-1103.7.9.10, 1103.8-1103.8.5.3, 1109.9-1103.9.1, 1107, 1113, 1114, 1115, 1116, 5609.2-5609.2.2, 5707, Appendix B – Table B105.2, adoption of Appendices D, N and O, and NFPA 13 16.12.3.3, 19.2.1.1, NFPA 13R 6.11.2, NFPA 13D 8.3.5.1.1, NFPA 14 7.9.7, NFPA 24 5.9.1.2 of the 2025 California Fire Code, and Sections 504.10.3, 504.11.3, 507.1, 602.4, 602.5, 604.2, and 604.3 of the 2025 California Wildland Urban Interface Code, as recommended by the Brea Fire Department, are hereby found to be reasonably necessary due to the following local conditions:

A. Climatic Conditions

1. Orange County and the City of Brea are located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles, to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.

2. Hot, dry Santa Ana winds are common to all areas within the City of Brea and Orange County in general. These winds, which can cause small fires to spread quickly and are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety of multiple occupants during fire occurrences.

B. Geological Conditions

1. **Seismic Area**. Orange County and the City of Brea are located in a highly active seismic area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone (NIFZ) which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. The **Puente Hills thrust fault**, runs from the suburbs of northern Orange County, through the San Gabriel Valley and under the skyscrapers of downtown Los Angeles before ending in Hollywood. Experts report that a major, magnitude 7.5 earthquake on the fault could do more damage to the heart of Los Angeles than the dreaded Big One on the San Andreas fault, which is on the outskirts of metropolitan Southern California.

   In 1987, a "moderate" quake on that fault killed eight people and caused more than $350 million in damage. The magnitude 5.9 Whittier Narrows quake left old

brick buildings in Whittier's downtown area battered and also damaged some freeway bridges. More than 100 single-family homes and more than 1,000 apartment units were destroyed.

On March 28, 2014 at approximately 9:09 pm the City of Brea and adjacent cities experienced an earthquake with a magnitude 5.1 followed by several foreshock earthquakes of varying magnitudes. These Puente Hills fault earthquakes were severe enough to cause the activation of the City of Brea's Emergency Operation Center (EOC) and set into motion Brea's first responders. The City withstood the event well but some structures experienced some damage resulting in millions of dollars in repair costs.

These past, and future seismic events create a need for additional structural safety measures and fire protection measures for building occupants in the City of Brea.

2. **Methane gas**. The City of Brea is also known for oil deposits. Methane seepage has been detected at several locations in the City of Brea do to oil operations and natural causes. Under normal atmospheric conditions methane gas is not a hazard. However, at high concentrations it is flammable, and at concentrations between 55,000 and 140,000 ppm (parts per million), it is explosive. Although it is not toxic, it can lead to asphyxiation if it replaces oxygen in an enclosed space. Methane is lighter than air; therefore, it tends to migrate upward through permeable sediments, rock fractures, and man-made pathways. If allowed to accumulate inside buildings, dangerous explosions can result. If free of impurities, methane is colorless and odorless, making it difficult for a building's inhabitants to detect. Therefore, areas in Brea have a need for increased protection and mitigation from methane gas.

3. Areas of Brea lie within the Brea-Olinda oil field, and is known for its surface seeps of naturally occurring oil and tar since the days of the Spanish missionaries ("brea" is the Spanish word for tar). Before development, asphaltum, tar, and active oil seepage may be present. Although crude oil is not classified as a hazardous substance by the State of California, oil seeps and tar are generally viewed as unsightly and a "nuisance hazard."

C. Topographical Conditions

1. Brea is located in the heart of La Habra Valley, which stretches from East Whittier to Yorba Linda, at the northern boundary of Orange County where it joins Los Angeles County. To the northwest are the Puente Hills, the Chino Hills stretch northeastward. The Coyote Hills form the southern boundary. Brea's official elevation is 375 feet, but varies with the rolling terrain. Brea is home to the Brea Dam constructed and operated by the Corps of Engineers with a single

purpose flood control project in 1942.

2. Traffic and circulation congestion presently existing in the City of Brea often places fire department response time to fire occurrences at risk. This condition can be exacerbated given the terrain and winding roads. Any major disaster, including earthquake may damage the highway system and possibly cause landslides, compromising our roads and city circulation. This topographic local condition makes the need for additional on-site protection systems to better serve property occupants.

Additional amendments have been made to the 2025 California Fire Code and the 2025 California Wildland Urban Interface Code. On the recommendation of the Brea Fire Department, such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

Amendments to the 2025 Editions of the California Fire Code and California Wildland Urban Interface Code are found reasonably necessary based on the climatic, topographical, and/or geological conditions cited in Section 1 of this Resolution and are listed as follows:

Fire Code Section	Findings in Section 1
CAFC 105.5.59	A-2, B-2, B-3
CAFC 105.6.26	A-2
CAFC 105.6.27	B-2, B-3
CAFC 108.4	A-1, A-2
CAFC 109.5	C-2
CAFC 202	A-1, A-2, C-1
CAFC 304.1.3, 304.1.3(b) (7) (E), 304.1.3 (b) (7) (F), 304.1.3 (b) (7) (G), 307.6, 307.1.2	A-1, A-2, C-1, C-2
CAFC 324-324.1.4	A-1, A-2
CAFC 325	A-1, A-2, C-1, C-2
CAFC 326.1-326.2	B-2, B-3
CAFC 327 - 327.1	A-1, A-2, C-1
CAFC 328, 329, 329.1-329.2	A-1, A-2, C-1, C-2
CAFC 330	A-2, C-2
CAFC 403.11.2	A-1, A-2, C-2

CAFC 503.1, 503.2.1-503.2.4, 503.7	A-2, C-2
CAFC 505.1	A-1, C-2
CAFC 506.1	A-1
CAFC 507.5.7, 510.1	A-1, A-2
CAFC 903.2, 903.2.8	A-1, A-2, C-2
CAFC 1101.1, 1101.3, 1103.2, 1103.3-1103.3.3, 1103.7, 1103.7.3.1, 1103.7.8-1103.7.8.2, 1103.7.9-1103.7.9.10, 1103.8-1103.8.5.3, 1109.9-1103.9.1, 1107, 1113, 1114, 1115, 1116	A-1, A-2
CAFC 5609.2-5609.2.2	A-1, A-2
CAFC 5707	A-1, A-2
CAFC Appendix B – Table B105.2	A-1, A-2
CAFC Appendix D	A-2, C-2
CAFC Appendix N	A-2
CAFC Appendix O	A-2
CWUIC 504.10.3, 504.11.3, 507.1	A-1, A-2
CWUIC 602.4, 602.5, 604.2, 604.3	A-1, A-2

Fire Code Referenced Standards Section	Findings in Section 1
NFPA 13	
16.12.3.3, 19.2.1.1	A-1, A-2
NFPA 13R	
6.11.2	A-1, A-2
NFPA 13D	
8.3.5.1.1	A-1, A-2
NFPA 14	
7.9.7	A-1, A-2
NFPA 24	
5.9.1.2	A-1, A-2

The aforementioned amendments have been incorporated in detail in Ordinance No. ___ respectively.

Section 2. The City Council declares that, should any article, provision, finding,

section, paragraph, sentence or word of this Resolution be or be declared invalid by any final court action in a court of competent jurisdiction, or by administrative determination, or by reason of any preemptive legislation, the remaining articles, provisions, findings, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

APPROVED and ADOPTED this 16th day of September, 2025.

_____
Blair Stewart, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 September 16, 2025 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED:_____

_____
Victoria Popescu, City Clerk

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ADOPTING BY REFERENCE AND AMENDING THE 2025 CALIFORNIA WILDLAND - URBAN INTERFACE CODE AND CALIFORNIA FIRE CODE AND PORTIONS OF THE 2024 INTERNATIONAL FIRE CODE, AS THE CITY OF BREA FIRE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS AND EXCEPTIONS, AMENDING TITLE 16 (FIRE SAFETY) OF THE BREA CITY CODE, AND APPROVING A CEQA EXEMPTION DETERMINATION.

A. Recitals.

(i) Government Code Section 50020, et seq., authorizes the adoption, by reference, of the 2025 California Fire Code, 2025 Wildland - Urban Interface Code and portions of the International Fire Code.

(ii) At least one (1) copy of the Codes adopted herein by reference, certified as a full, true and correct copies thereof by the City Clerk of the City of Brea, have been filed in the office of the City Clerk in accordance with the provisions of California Government Code Section 50022.6.

(iii) A duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and was concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Brea does hereby find, determine and ordain as follows:

Section 1. In all respects, as set forth in the Recitals, Part A, of this Ordinance.

Section 2. Chapter 16.04 of Title 16 of the Brea City Code is hereby repealed; provided, however, that said repeal shall not apply to or excuse any violation thereof occurring prior to the effective date of this Ordinance and provided further that the 2022 California Fire Code, as adopted by reference by the City of Brea, shall continue to be applicable to construction wherein plans have been submitted for plan check prior to the effective date of this Ordinance, so long as the initial permit therefor is issued no later than ninety (90) days after such effective date.

Section 3. A new Chapter 16.04 hereby is added to Title 16 of the Brea City Code to read as follows:

“CHAPTER 16.04: BREA FIRE CODE

Sections

16.04.010 Fire Code and WUI Code adopted
16.04.020 Enforcement and inspections
16.04.030 Chapter 1 Scope and Administration amendments
16.04.040 Chapter 2 Definitions amendments
16.04.050 Chapter 3 General Requirements amendments
16.04.060 Chapter 4 Emergency Planning and Preparedness
16.04.070 Chapter 5 Fire Service Features amendments
16.04.080 Chapter 9 Fire Protection Systems amendments
16.04.090 Chapter 11 Construction Requirements for Existing Buildings amendments
16.04.100 California Wildland - Urban Interface Code amendments
16.04.110 Chapter 56 Explosives and Fireworks amendments
16.04.120 Chapter 57 Flammable and Combustible Liquids amendments
16.04.130 Appendix B Fire-flow Requirements for Buildings amendments
16.04.140 Chapter 80 Referenced Standards amendments
16.04.150 Fees

§16.04.010 FIRE CODE AND WILDLAND-URBAN INTERFACE CODE ADOPTED.

The 2025 Editions of the California Wildland - Urban Interface Code and the California Fire Code including Appendices: B, BB, C, CC, D, H, N and O, and excluding Appendices A, E, F, G, I, J, K, L, M, P, and Q together with the following amendments, additions, deletions and exceptions, are hereby adopted by reference as the Fire Prevention Code of the City of Brea.

§16.04.020 ENFORCEMENT AND INSPECTIONS.

The California Fire Code and California Wildland - Urban Interface Code, with amendments, shall be enforced by the Brea Fire Department. The Fire Chief of the Brea Fire Department may detail such members of the fire department as inspectors as shall be necessary from time to time.

§16.04.030 CHAPTER 1 SCOPE AND ADMINISTRATION AMENDMENTS.

SECTION 101.1 Title is hereby amended as follows:

Section 101.1 Title. This Code shall be known as the Brea Fire Code, hereinafter referred to as ‘this Code.’

SECTION 105.5.59 Additional permits is hereby amended by adding the following:

Cut Christmas trees. No person shall sell, display or store for resale, in the City of Brea, any cut Christmas tree, unless a permit therefore has been issued by the Chief.

Potentially hazardous general use. To conduct an activity or operation that is not specifically addressed by other permits, but which is likely to produce conditions hazardous to life or property.

SECTION 105.6.26 Miscellaneous plan check is hereby added as follows:

Miscellaneous Plan Check. Request or submittal of any type of plan or necessary review of documents pertaining to operations that are covered by the Fire Department or this Code, but are not specifically listed in Chapter 1.

SECTION 105.6.27 Combustible soil-gas mitigation systems is hereby added as follows:

Combustible soil-gas mitigation systems. A construction permit is required for the installation or modification of a combustible soil-gas mitigation system. Maintenance performed in accordance with the current City of Brea Combustible Soil-Gas Guideline is not considered to be a modification and does not require a construction permit.

SECTION 108.4 Work commencing before permit issuance is hereby amended as follows:

108.4 Work commencing before permit issuance. Any person who commences any work, activity or operation regulated by this Code before obtaining the necessary permits shall be subject to an additional fee that is equal to the original permit fee, which shall be in addition to the required permit fees.

SECTION 109.5 Occupant count is hereby added as follows:

109.5 Occupant count. The supervisor of each place of assembly shall have an effective system to keep count of the number of occupants present in the assembly area. If the Chief determines at any time that an accurate count of occupants is not being maintained, the occupancy shall be cleared until an accurate count can be made.

SECTION 112.1 General is hereby amended to read as follows:

112.1 Board of appeals established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be a certified Building Official and a qualified person trained in fire protection engineering, fire science or fire technology.

SECTION 113.4 Violation penalties is hereby amended to read as follows:

> **113.4 Violation penalties.** Persons who shall violate any provision of this Code or shall fail to comply with any of its requirements, or who shall erect, install, alter, repair or do work in violation of the approved construction documents used under provisions of this Code, shall be guilty of a misdemeanor unless such violation is expressly made punishable as an infraction. Alternatively or in addition, any violation of this Code may be punished by administrative penalty and issuance of an administrative citation.

SECTION 114.4 Failure to comply is hereby amended as follows:

> **114.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and subject to fines.

§16.04.040 CHAPTER 2 DEFINITIONS AMENDMENTS

SECTION 202 GENERAL DEFINITIONS is hereby amended by adding the following definitions:

> **FLOW-LINE.** The lowest continuous elevation on a rolled curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.
>
> **JURISDICTIONAL AREA.** Any area under the jurisdiction, including the territorial area, of the City of Brea, including all areas annexed thereto after adoption of this Code.
>
> **VEHICLE FUELING APPLIANCE.** A listed natural gas compressor package not containing storage, designed for the unattended dispensing of natural gas into the fuel tanks of motor vehicles.
>
> **WILDLAND - URBAN INTERFACE AREA.** All areas identified within the High and Very High Fire Severity Zone and other areas as determined by the fire code official due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation that are at significant risk from wildfires.

§16.04.050 CHAPTER 3 GENERAL REQUIREMENTS AMENDMENTS.

Section 304.1.3 Vegetation is hereby revised as follows:

> **304.1.3 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a

fuel modification area, interior slope, or similarly hazardous area shall be in accordance with the Brea Fire Department Fuel Modification Guideline.

SECTION 304.1.3(b)(7)(E) is hereby added as follows:

(E) 'Brea Very High Fire Hazard Severity Zone Requirements – Technical Design for New Construction Fuel Modification Plans and Maintenance Program'

SECTION 304.1.3(b)(7)(F) is hereby added as follows:

(F) 'Brush Clearance on all Existing Properties located within the Protection Area'

SECTION 304.1.3(b)(7)(G) is hereby added as follows:

(G) 'Brush Clearance on wildland-urban interface areas including the high and very high fire severity zones'

SECTION 307.6 Outdoor fires in the wildland-urban interface areas is hereby added as follows:

307.6 Outdoor fires in the wildland-urban interface areas. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire

SECTION 307.1.2 Outdoor fires is hereby added as follows:

307.1.2 Outdoor fires. Outdoor, open burning and recreational fires shall not be built, ignited or maintained when the following conditions exist:

1. Predicated sustained winds exceed 8 MPH at the ground level, or a red flag condition has been declared.
2. A person age 18 or over is not present at all times to watch and tend such fire.
3. A public announcement is made that open burning is prohibited.
4. A viable water source or approved means of extinguishment is not immediately available.

Exceptions:

1. Occupied one and two-family dwellings where such fires are built in a permanent or portable barbecue, outdoor fireplace, or grill and are a minimum of 15 feet (4572mm) from any combustible material or structure. Permanent barbecues, portable barbecues, outdoor fireplaces or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

2. Fires at official organized campsites or parks when located in permanent or portable barbecues or grill, incinerator, or outdoor fireplace (all equipped with some type of spark arrester) located at least 30 feet (9144mm) 10 from combustible vegetation.

SECTION 324 CHRISTMAS TREE SALES is hereby added as follows:

SECTION 324

CHRISTMAS TREE SALES

324.1 General.

No person shall sell, display for sale, or store for sale in the City of Brea, any cut Christmas tree, unless a permit therefor has been obtained from the Fire Department. Applicants must comply with all rules and regulations and obtain all required permits and licenses including a City business license.

324.1.1 Permit – When issued.

Permits to sell, display for sale, or store for sale cut Christmas trees in the City of Brea may only be issued for the period from November 5th to December 31st. The applicant must show that the proposed location and method of activity will not constitute a fire hazard or violation of law.

324.1.2 Cleanup deposit.

Each applicant, if other than a permanent established year-round business, shall pay a cleanup deposit in such amount as established by Resolution to the City Council. The applicant must agree that not later than the tenth day of January following the issuance of such permit, all unsold trees, combustible waste and accumulation of sawdust will be removed from the permitted location and disposed of properly. Following the tenth day of January the City may remove and dispose of accumulations and apply the deposit to costs, including overhead expenses (30%), incurred by such removal.

324.1.3 Return of deposit.

The Fire Marshal or designated person(s) will inspect permitted sites as soon as possible after January 10th of each year. Permittees who have completed the site cleanup will receive a refund of the cleanup guarantee deposit.

324.1.4 Liability.

Each permittee shall provide general liability insurance as required by the City of Brea Risk Manager, protecting against any claim for damages caused in any manner from the use of such lot or the keeping or sale of any Christmas trees therein or otherwise in the exercise of rights granted by such permit issued pursuant to this Section. A certificate of such insurance shall be filed with the Fire Marshal showing the City as a named additional insured hereunder.

SECTION 325 PROJECTILE FIRING is hereby added as follows**:**

SECTION 325

PROJECTILE FIRING

No person shall, in any brush or grass-covered area or area covered with flammable material, possess or fire or cause to be fired any tracer bullets, tracer charge, flammable propellant model rockets or any type of projectile that discharged smoldering or flammable material. Nothing in this section shall apply to any law enforcement officer acting in the course of such officer's duties other than target practice.

SECTION 326 DEVELOPMENT ON OR NEAR LAND CONTAINING OR EMITTING TOXIC, COMBUSTIBLE OR FLAMMABLE GASES OR VAPORS is hereby added as follows:

SECTION 326

DEVELOPMENT ON OR NEAR LAND CONTAINING OR EMITTING TOXIC, COMBUSTIBLE OR FLAMMABLE GASES OR VAPORS

Section 326.1 All projects with sources of combustible soil gas are subject to methane soil gas testing, passive or active mitigation, and methane detection and alarm systems. Projects shall be required to conform to the current adopted 'Brea Fire Department Combustible Soil-Gas Guideline'.

Section 326.2 Additions or modifications to a lot or existing building in any identified methane area that expands the original footprint, shall be required to add methane mitigation requirements per the current adopted 'Brea Fire Department Combustible Soil-Gas Guideline'.

SECTION 327 FUEL MODIFICATION REQUIREMENTS FOR NEW CONSTRUCTION is hereby added as follows:

SECTION 327

327.1 FUEL MODIFICATION REQUIREMENTS FOR NEW CONSTRUCTION.

All new buildings and additions to be built or installed in areas containing combustible vegetation shall comply with the following:

1. The fuel modification plans shall meet the criteria set forth in the 'Brea Very High Fire Hazard Severity Zone Requirements – Technical Design for New Construction Fuel Modification Plans and Maintenance Program'
2. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map(s).
3. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval by the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

SECTION 328 CLEARANCE OF BRUSH OR VEGETATION GROWTH FROM ROADWAYS is hereby added as follows:

SECTION 328

CLEARANCE OF BRUSH OR VEGETATION GROWTH FROM ROADWAYS

The fire code official is authorized to require areas within 75 feet (3048mm) or greater, if a higher fire hazard is present, on each side of portions of highways, roads, and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

SECTION 329 USE OF EQUIPMENT is hereby added as follows:

SECTION 329

USE OF EQUIPMENT

Except as otherwise provided in this section, no person shall use, operate, or cause to be operated, in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester, as specified in Section 329.1, maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

SECTION 329.1 Equipment and devices generating heat, sparks or open flames is hereby added as follows:

329.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If a 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediately in case of fire.

329.2 Spark arrestors is hereby added as follows:

329.2 Spark arrestors. Spark arrestors shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

SECTION 330 RESTRICTED ENTRY is hereby added as follows:

SECTION 330

RESTRICTED ENTRY

The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry.

Exceptions:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or on their own land.

2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

§16.04.060 CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS

Chapter 4 EMERGENCY PLANNING AND PREPAREDNESS is adopted in only those sections and subsections adopted by the SFM with the following amendment:

Section 403.11.2 is hereby revised as follows:

403.11.2 Public safety plan for gatherings. A public safety plan shall be prepared for Large Events or when required by the fire code official. The public safety plan shall be submitted to the fire code official with the application for a special event permit as required by Section 105.5 of this code and consistent with the Brea Fire Department Special Event Staffing Matrix. The safety plan shall address and include (but is not limited) to the following items:

1. Emergency vehicle ingress and Egress.
2. Fire Protection.
3. Emergency egress or escape routes.
4. On-site emergency medical services and law enforcement.
5. Public assembly areas.

6. The directing of both attendees and vehicles, including the parking of vehicles.
7. Vendor and food concession distribution
8. The need for the presence of law enforcement.
9. The need for fire and emergency medical services personnel.
10. The need for a weather monitoring person.

§16.04.070 CHAPTER 5 FIRE SERVICE FEATURES AMENDMENTS.

SECTION 503 FIRE APPARATUS ACCESS ROADS

SECTION 503.1 Where required is hereby amended as follows

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D, as amended.

SECTION 503.2.1 Dimensions is hereby amended as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm). Fire apparatus access roads in the Fire Hazard Severity Zones shall have an unobstructed width of 24 feet (2 unobstructed 12 feet travel lanes).

SECTION 503.2.3 Surface is hereby amended as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed, and maintained to support the imposed loads of fire apparatus (75,000 lbs. load/25,000 point load) and shall be surfaced so as to provide all-weather driving capabilities. Alternative driving surfaces shall be designed by a registered civil engineer and shall be subject to approval by the Brea Fire Department.

SECTION 503.2.4 Turning radius is hereby amended as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official. Width of 20 feet fire access road turns and corners shall be designed with a minimum inner radius of 17 feet and an outer radius of 38 feet.

Width of 24 feet fire access road turns and corners shall be designed with a minimum inner radius of 17 feet and an outer radius of 45 feet.

Radius must be concentric.

SECTION 503.7 Apparatus access to fire hazard severity zones is hereby added as follows:

> **503.7 Apparatus access to fire hazard severity zones.** A minimum of two separate public access and exit roads are required in developments within a Fire Hazard Severity Zone or as approved by the fire code official.

SECTION 505.1 Address identification is hereby amended as follows:

> **505.1 Address identification.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.
>
> All multi-family, multi-retail and multi-commercial occupancies shall have a minimum of 6-inch-high numbers, with a minimum one-and-one-half inch (1 ½") stroke.
>
> All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch (1 ½") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch (1 ½") stroke.
>
> All multi-family, multi-retail and multi-industrial occupancies shall identify individual units with numbers a minimum of six (6) inches, affixed to the unit front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.
>
> All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

SECTION 506.1 Where required is hereby amended as follows:

> **506.1 Where required.** Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for emergency or non-emergency purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

SECTION 507.5.7 Private hydrants is hereby added as follows:

> **507.5.7 Private hydrants.** Private hydrants shall be painted OSHA safety red.

SECTION 510.1 Emergency responder communication enhancement systems in new buildings is hereby amended as follows:

510.1 Emergency responder communication coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon existing coverage levels of the public safety communication systems at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The emergency responder communication coverage shall comply with the Brea Fire Department guidance document:

Information for Digital Antenna System (DAS)/Bi-Directional Amplification (BDA) Systems

Exceptions:

1. Where it is determined by the fire code official that the radio system is not needed.

2. In facilities where emergency responder communication coverage is required and such systems, components or equipment could have a negative impact on normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Sections 510.4 and 510.5 are deleted.

§16.04.080 CHAPTER 9 FIRE PROTECTION SYSTEMS AMENDMENTS.

SECTION 903.2 Where required is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. **New buildings**: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square feet as defined in Section 202, or more than two stories in height, regardless of fire areas or allowable area.

2. **New buildings in the VHFHSZ and HFHSZ**: An automatic sprinkler system shall be provided in all new structures in the VHFHSZ and HFHSZ.

3. **Existing buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

    a. When the addition is 50% or more of the existing building area and the resulting building area, as defined in Section 202, exceeds 5000 square feet (465 m^2); or

    b. When the addition exceeds 2000 square feet (185.81 m^2) and the resulting building area, as defined in Section 202, exceeds 5000 square feet (465 m^2); or

    c. An additional story is added above the second floor regardless of fire areas or allowable area.

    Exception: Additions to Group R-3 occupancies. Group R-3 occupancies shall comply with Section 903.2.8(2).

SECTION 903.2.8 Group R is hereby amended as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exist:

    a. When an addition is 50% or more of the existing building area, as defined in Section 202, or greater than 1000 square feet (92.903 m^2) within a two-year period; or

    b. An addition when the existing building is already provided with automatic sprinklers; or.

    c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

3. **Existing buildings in the Very High Fire Hazard Severity Zone:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

    a. When an addition is 33% or more of the existing building area, as defined in Section 202, or greater than 1000 square feet (92.903 m^2) within a two-year period; or

    b. An addition when the existing building is already provided with automatic sprinklers; or

    c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

§16.04.090 CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS AMENDMENTS.

Adopt only those sections and subsections below:

1101.1, 1101.3, 1103.2, 1103.3-1103.3.3, 1103.7, 1103.7.3.1, 1103.7.8-1103.7.8.2, 1103.7.9-1103.7.9.10, 1103.8-1103.8.5.3, 1103.9-1103.9.1, 1107, 1113, 1114, 1115, and 1116

SECTION 1103.2 Emergency responder communications enhancements in existing buildings is hereby amended as follows:

1103.2 Emergency responder communications enhancements in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building, based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Where an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.
2. Within a time frame established by the adopting authority.
3. The emergency responder ~~radio~~ communication coverage shall comply with the following Brea Fire Department guidance document:

'Information for Digital Antenna Systems (DAS)/Bi-Directional Amplification (BDA) Systems'

§16.04.100 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE AMENDMENTS.

Chapter 5 SPECIAL BUILDING CONSTRUCTION REGULATIONS is adopted in its entirety as amended by the SFM with the following amendments:

Section 504.10.3 Vent locations. Gable-end and dormer vents shall be located not less than 10 feet from lot lines and/or adjacent buildings. Underfloor ventilation openings shall be located as close to grade as practical, and/or as determined by the Building Official or Fire Marshal.

Section 504.11.3 Accessory buildings located 3 feet or more but less than 50 feet. Accessory buildings separated from an applicable building on the same lot by a distance of 3 feet or more but less than 50 feet shall be constructed of noncombustible materials or of ignition-resistant building materials as described in Section 503.2.4.

Section 504.11.4 is deleted in its entirety.

Section 507.1 General. The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have 33.34 percent or more replaced in a 24-month period shall be replaced with a roof covering required for new construction in accordance with Sections 504.2 and 504.2.1. All portions of a roof covering applied during an addition, alteration, or repair to an existing structure shall meet at least a Class A fire classification.

Chapter 6 FIRE PROTECTION REQUIREMENTS is adopted in its entirety as amended by the SFM with the following amendments:

SECTION 602.4 Fuel modification plans is hereby added as follows:

> **602.4 Fuel modification plans.** Fuel modification plans shall be reviewed and approved for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in the Brea Fire Department Fuel Modification Guideline.

SECTION 602.5 Homeowners Associations is hereby added as follows:

> **602.5 Homeowners Associations.** Where the Fuel Modification Zone is to be maintained by a homeowners' association the following apply:
>
> 1. The conditions, covenants and restrictions recorded against all property within the homeowners' association shall require specifically budgeted funds sufficient to meet the ongoing maintenance obligations of the applicable fuel modification requirements.
>
> 2. The Fuel Modification Zone shall be subject to an annual inspection conducted by a representative of the Fire Department in order to assure that the Fuel

Modification Zone continues to be maintained in compliance with the applicable fuel modification requirements.

3. Any occupied structure on any lot which adjoins a Fire Hazard Severity Zone shall be constructed in compliance with all requirements of the City's Building Code and Fire Code (as amended).

SECTION 604.2 Application is amended as follows:

SECTION 604.2 Application. Buildings and structures located in the following areas shall maintain the required hazardous and vegetation fuel management:

1. All unincorporated lands as designated as a State Responsibility Area (SRA).

2. Land designate as a High and/or Very High Fire Hazard Severity Zone by a city or local agency.

3. Land designated in a city or local agency ordinance as a wildland-urban interface (WUI) area.

SECTION 604.3 Requirements is amended as follows:

SECTION 604.3 Requirements. Hazardous vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws, local requirements, and regulations:

1. Public Resources Code, Section 4291.

2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.

3. California Government Code, Section 51182.

4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07

5. 200 feet of defensible space from a structure in both the high and very high fire severity zone.

§16.04.110 CHAPTER 56 EXPLOSIVES AND FIREWORKS AMENDMENTS.

SECTION 5609.2 is hereby added as follows:

SECTION 5609.2
ADDITIONAL FIREWORKS REGULATIONS

5609.2 Retail fireworks. The sale, use and display of fireworks 1.4G (commonly referred to as Safe & Sane), and the storage, use, sale, possession and handling of fireworks 1.3G is prohibited.

Exception – Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator as part of a permitted public display.

5609.2.1 Seizure of fireworks. The fire code official shall have the authority to seize, take, and remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of the Code and Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.

5609.2.2 Firing. All fireworks displays must be electrically fired.

§16.04.120 CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS AMENDMENTS.

SECTION 5707 ON-DEMAND MOBILE FUELING OPERATIONS is hereby deleted in its entirety.

§16.04.130 APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS AMENDMENTS

TABLE B105.2 of APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended as follows:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) but not less than 1500	Duration in Table B105.1(2)

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m

§16.04.140 CHAPTER 80 REFERENCED STANDARDS AMENDMENTS

CHAPTER 80 REFERENCED STANDARDS Is adopted in its entirety with the following amendments:

NFPA 13 2025 Edition, Installation of Sprinkler Systems, is hereby amended as follows:

SECTION 16.12.3.3 is hereby amended as follows:

> **16.12.3.3** Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 100 feet from a public hydrant. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

SECTION 19.2.1.1 is hereby added as follows:

> **19.2.1.1** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction/s in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the permit is issued. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

NFPA 13R 2025 Edition, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, is hereby amended as follows:

SECTION 6.11.2 is hereby amended as follows:

> **6.11.2** Fire department connections shall consist of at least two 2 ½ inch female couplings.

NFPA 13D 2025 Edition, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, is hereby amended as follows:

SECTION 8.3.5.1.1 is hereby added as follows:

8.3.5.1.1 All attics shall be protected with an intermediate temperature quick response sprinkler which shall be located to protect attic penetrations created by the access scuttles or mechanical equipment.

NFPA 14 2024 Edition, Installation of Standpipe and Hose Systems, is hereby amended as follows:

Section 7.9.7 is hereby as added as follows:

7.9.7 The location of the FDC shall be approved and be no more than 100 feet from a public hydrant. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red.

NFPA 24 2025 Edition, Installation of Private Fire Service Mains and Their Appurtenances, is hereby amended as follows:

Section 5.9.1.2 is hereby amended as follows:

5.9.1.2 The fire department connection shall be of an approved type and contain a minimum of two 2 ½ inch inlets. The location shall be approved and be no more than 100 feet from a public fire hydrant. If acceptable to the water authority, it may be installed on the backflow assembly. The supply pipe shall be painted OSHA safety red.

§16.04.150 FEES.

A. Fee schedules for any permits, licenses, inspections, plan check or other related work or services provided by the Fire Department in connection with the application of this chapter or the Code adopted hereby ('fire service fee') shall be as established by resolution of the City Council as the same may be amended from time to time.

B. Unless otherwise provided by this Code, fire service fees established pursuant to paragraph 'A' of this Section are due and payable upon receipt of an invoice therefor from the City. It is a violation of this Section to fail to pay any fire service fee when due. Any fire service fee is delinquent if it remains unpaid thirty (30) days after the date of invoice. Any fire service fee that becomes delinquent shall be subject to the following monetary penalty. Thirty-one (31) days after the date of invoice, a penalty of ten percent (10%) of the fire service fee shall be added, and each month thereafter, an additional penalty of ten percent (10%) of the original fire service fee shall be added, up to a maximum penalty amount not to exceed the original invoiced amount."

Section 4. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because the Ordinance provides for greater environmental protection by adopting and amending building standards and administrative provisions designed to provide for greater protection from fire-related dangers. Therefore, it is exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3), of the California Code of Regulations (CEQA Guidelines).

Section 5. Penalties. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or the Codes hereby adopted. Unless a violation is deemed therein to be an infraction, any person, firm, partnership, or corporation violating any provision of this Ordinance or the Codes hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars ($1,000.00) or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Alternatively or in addition to the foregoing, violation of this Ordinance or the Codes adopted hereby may be punishable by administrative penalty. Each such person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Codes hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

Section 6. Civil Remedies Available. The violation of any of the provisions of this Ordinance or the Codes hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 7. Severability. The City Council hereby declares that should any provision, section, paragraph, sentence, or word of this Ordinance or the Codes hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and works of this Ordinance and the Codes hereby adopted shall remain in full force and effect.

Section 8. This Ordinance shall become operative on the later of thirty (30) days after adoption, or January 1, 2026.

Section 9. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this __ day of September, 2025.

_____
Blair Stewart, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 19th day of August, 2025, and was finally passed at a regular meeting of the City Council of the City of Brea on the __ day of September, 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

Dated: _____

_____
Victoria Popescu, City Clerk

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 5B.

Annual Report related to Police Department use of Military Equipment as required by Government Code § 7072

TO	PREPARED BY
Honorable Mayor and City Council Members	Christopher Haddad, Police Lieutenant
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adam Hawley, Police Chief	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council receive and file the report.

BACKGROUND/DISCUSSION

In March 2022, the Police Department drafted a Military Equipment policy, as required by Government Code § 7070-7075. Ordinance No. 1227 was adopted by the City Council on May 17, 2022, adopting the Police Department's Military Equipment policy.

Government Code § 7072 requires the Police Department submit to the City Council an annual report that includes:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

In order to address some of the above topics, specifically on-hand quantities and ongoing costs, the Police Department updated the Military Equipment policy and Military Equipment Inventory policy attachment on April 29, 2025. The updated policy and inventory are attached with this Staff Report.

The remaining topics are outlined below.

Summary of Use:

- 40mm Less Lethal was deployed in an attempt to arrest a suspect who was raming police vehicle.

- Pepperball Launcher was deployed during a SWAT operation in Fullerton
- Unmanned Aircraft Systems (UAS) was deployed approximately 100 times during various situations, including but not limited to: search and rescue, situational awareness during critical incidents, missing persons, fleeing suspect searches, SWAT operations, high-risk traffic stops, event security and planning

Complaints/Concerns: The Police Department did not receive any complaints, concerns, or questions related to the Department's ownership or use of military equipment.

Audit: All uses of military equipment were done in compliance with state and federal laws and were within department policy. There were no known incidents of misuse or policy violations.

Acquisition: During 2024, the Police Department purchased six (6) UAS systems

FISCAL IMPACT/SUMMARY

The UAS systems were purchases as part of the BSCC grant for $36,000.

Attachments

Annual Report on the Police Use of Military Equipment 2025.pdf
Military_Equipment.pdf



Annual Report on the Police Use of Military Equipment

Assembly Bill 481 Report 2025

Reporting Period – Calendar Year 2024

Prepared by Lieutenant Christopher Haddad

Brea Police Department

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Introduction:

This report provides a comprehensive assessment of the Brea Police Department's (BPD) use of military equipment in compliance with Assembly Bill (AB) 481. The purpose of this report is to provide transparency, accountability, and insights into the department's acquisition, deployment, and usage of military equipment during the reporting period.

On September 30, 2021, the Governor of the State of California approved AB 481 requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council) by adoption of a military equipment use policy. The department is required to seek City Council approval of their military equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to an annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to the military equipment use procedure to address any non-compliance with standards.

AB 481 requires a law enforcement agency that receives approval for military equipment use to submit an annual military equipment use report. The use report is for each type of military equipment approved by the governing body within one year of approval and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use.

The annual military equipment report shall include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.
(2) A summary of any complaints or concerns received concerning the military equipment.
(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
(5) The quantity possessed for each type of military equipment.
(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

Methodology:

The information presented in this report is based on data provided by the Brea Police Department. The data includes inventory records, training documentation, deployment reports, and community engagement efforts related to the use of military equipment. The reporting period for this analysis is from January 1, 2024, through December 31, 2024.

Overview of Military Equipment:

Military equipment refers to specialized equipment that law enforcement agencies acquire and utilize to enhance their capabilities in critical situations. Such equipment may include armored vehicles, tactical gear, riot control equipment, surveillance technology, and specialized firearms.

Training and Deployment Procedures:

The Brea Police Department places significant emphasis on training its officers to safely and effectively utilize military equipment items. Officers receive specialized training on the operation, maintenance, and deployment procedures specific to each type of equipment. This training includes scenario-based exercises, de-escalation techniques, and an emphasis on the preservation of life and the protection of individual rights.

Deployment of military equipment is conducted in accordance with departmental policies and protocols. The decision to deploy such equipment is carefully evaluated, and a supervisor's approval is typically required. Situations warranting the use of military equipment include high-risk operations, acts of terrorism, armed confrontations, and natural disasters where public safety and officer wellbeing are at stake. Oftentimes, this equipment is deployed by the Special Weapons and Tactics (SWAT) team.

Summary of Military Equipment Usage:

The summary of military equipment usage is intended to describe specific incidents where the equipment was deployed, including the nature of the incident, the equipment used, and the outcome of the deployment.

During the reporting period, the Brea Police Department deployed its military equipment during the following situations:

40mm Less Lethal:

On November 28th, 2024, officers attempted to arrest a possible drunk driver who had crashed into a wall in the area of Lambert Rd and SR 57. The suspect was uncooperative and began ramming police vehicles. A Brea Police Officer deployed three (3) 40MM Less Lethal foam projectiles. It is unknown if the projectile struck the suspect and they were not effective.

Pepperball Launcher:

On July 14, 2024, a Brea Police Officer was working in the capacity of a SWAT officer with the North Orange County SWAT Team. A felony suspect had barricaded himself inside of a home in the 3200 Block of Topaz Lane in Fullerton. The Brea PD SWAT operator deployed approximately 50 pepper balls into the residence. The pepper balls were effective and the suspect exited the residence and was arrested without incident by Fullerton PD.

Unmanned Aircraft Systems (UAS):

In 2024, the Brea Police Department (BPD) UAS team conducted approximately 100 flights, accumulating over 100 hours of airtime. The primary purpose of the UAS program remains the enhancement of public and officer safety through aerial surveillance in various situations, including but not limited to: search & rescue, situational awareness during critical incidents, missing persons, fleeing suspect searches, SWAT operations, high-risk traffic stops, event security and planning, and any other situation where the UAS would improve officer safety, public safety, and suspect safety.

Over the past year, the UAS team has been deployed in numerous critical operations, including suspect searches, barricaded suspect incidents, and tactical operations. Additionally, UAS has played a significant role in monitoring crime trends, particularly in assisting with retail theft response and prevention efforts.

- In 2024, the department purchased six UAS systems.

● In 2025, the department purchased two DFR (Drone as a First Responder) UAS systems.

● DFR operations are scheduled to start in the summer of 2025, covering approximately 75% of the city.

Summary of Complaints:

The department did not receive any complaints concerning military equipment use in 2024.

Violations of Policy / Internal Audits:

An internal review regarding the use of the aforementioned equipment revealed no violations of policy.

Total Annual Costs and Inventory of Military Equipment:

The estimated annual cost for the maintenance and uses of the military equipment in our current inventory is listed under each specific item. Not all items incur an annual maintenance cost. The following constitutes an inventory of previously purchased equipment deemed to be military equipment as defined by our policy:

UNMANNED, REMOTELY PILOTED, POWERED AERIAL VEHICLES

[Government Code section 7070(c)(1)

Item: Unmanned Aircraft Systems (UAS)

Quantity: 6

Use and Capability: Sustained flight controlled by a remote pilot on the ground.

Expected Lifespan: 3 to 5 years

Product Description: Commercially available platforms designed for aerial productivity with configurability for industrial applications, flight safety, and data security.

Purpose: To assist police personnel in enhancing public safety while protecting the rights and privacy of the general public.

Authorized Use: UAS are utilized for various tasks such as search and rescue operations, accident investigations, and surveillance during calls for service, investigations, and specific incidents.

Purchase Price: $36,000

Annual Upkeep Costs: $1,000

Legal and Procedural Rules: Officers who have attended a specific FAA and BPD training may deploy UAS. UAS are to be used for law enforcement purposes, and in compliance with the Brea Police Department policy and relevant state and federal laws**.**

Training Required: Federal Aviation Administration (FAA) Part 107 License and department-provided training.

ARMORED PERSONNEL CARRIERS

[Government Code section 7070(c)(2)]

Item: LENCO BEARCAT

Quantity: 2*

*These items are owned and maintained by the Fullerton Police Department and La Habra Police Department, but are mutual aid assets used by Brea Police Department personnel as part of a regional SWAT team.

Use and Capability: Commercially-produced, four-wheeled armored personnel carrier and rescue vehicle; capable of transporting 10-12 fully equipped SWAT officers, with an open floor plan to allow for

rescue of downed personnel or victims/civilians. The vehicle can be used for both SWAT and non-SWAT incidents.

Expected Lifespan: 25 years.

Manufacturer's Product Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: To be used in response to dangerous incidents to enhance officer and citizen/victim safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall be authorized by a Watch Commander or SWAT Commander, based on specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Purchase Price: $315,518.65**

**Both BearCat vehicles were obtained through the UASI group procurement process.

Annual Upkeep Costs: Annual maintenance cost of approximately $5,000 per vehicle (paid for by the City of Fullerton and City of La Habra)

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Training Required: All drivers/operators must first attend formalized in-house instruction which includes vehicle operations and practical driving instruction.

COMMAND AND CONTROL VEHICLES

[Government Code section 7070(c)(5)]

Item: R & S CUSTOM TRAILER MODEL T-22PR ROAD HAULER (CERT Trailer)

Quantity: 1

Use and Capability: A vehicle-towed mobile office trailer that provides shelter, access to department computer systems, and restroom facilities during extended events.

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: The 2011 Model T-22 Road Hauler trailer is a 22 feet long box trailer that has is used as a mobile, portable command post for primary use by the Civilian Emergency Response Team and can be utilized by the Police Department for DUI checkpoints and as a command post at community events. Additional authorized uses of the CERT Trailer may include, but are not limited to, critical incidents, emergencies and natural disasters.

Authorized Use: Only City of Brea personnel who have completed any required training and have obtained the California Department of Motor Vehicles Class A Driver License will be allowed to tow the CERT Trailer.

Purchase Price: $0*

*The Anaheim/Santa Ana UASI group completed the procurement process of the CERT Trailer for the City of Irvine, utilizing FY2008 UASI funds to purchase a volunteer management/equipment trailer in

support of FEMA's Citizen Corps Program, specifically the Community Emergency Response Teams (CERT). This trailer was issued to the City of Irvine's CERT Program through the Irvine Police Department. In 2014, the Anaheim/Santa Ana UASI grant office was notified that the Irvine CERT program could no longer use the trailer due to operational and administrative issues, they returned the trailer for issuance to another CERT program. The Anaheim/Santa Ana UASI office identified the City of Brea to receive this trailer for use in support of its CERT Program. The trailer was issued to the City of Brea's CERT Program through the Brea Police Department. The CERT Program was later moved to the Brea Fire Department who then took over the administration of CERT and the trailer.

Annual Upkeep Costs: Approximately $200

Legal and Procedural Rules: Use of the CERT Trailer is not governed by the policies of the Brea Police Department, and may be used at the discretion of the Emergency Preparedness Coordinator or Brea Fire Department Administration.

Training Required: The driver towing the CERT Trailer shall be a City of Brea employee who possesses a valid California Department of Motor Vehicles Class A Driver License.

EXPLOSIVE BREACHING APPARATUSES AND RELATED MUNITIONS

[Government Code section 7070(c)(7)]

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

Use and Capability: This weapon allows for SWAT Officers to safely utilize shotgun breaching rounds in order to disable deadbolts, locks, and door hinges. There is a spiked stand-off built into the end of the barrel to allow for positive placement of the gun into the correct position. The stand-off has vents to deflect debris and gases to prevent overpressure. The weapon can also defeat windows and sliding glass

doors with a flash bang round (a less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second)

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: To allow SWAT officers to defeat locks and/or hinges to safely enter a structure.

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

Description: A round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges.

Current Inventory: 25 rounds

Usual Inventory: 30 rounds

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $6.09 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

SPECIALIZED FIREARMS / ASSAULT WEAPONS

[Government Code section 7070(c) (10)]

Item: Rifle

Quantity: 77

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Patrol and/or SWAT rifle chambered in 5.56 caliber.

Purpose: Rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: LARUE TACTICAL OPTIMIZED BATTLE RIFLE (OBR), 7.62 MM

Quantity: 1

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 15 years

Manufacturer's Product Description: The LaRue OBR (Optimized Battle Rifle) was built from the ground up, using a newly designed upper-receiver platform, combined with a lower, inspired from our successful 5.56 MM lower. Both the upper and lower are CNC-machined from billet, for the optimum fit and consistency. The receiver components are designed with more material in critical areas to alleviate known issues of weakness in 7.62 platforms and to stiffen the receiver...translating into maximum accuracy.

Purpose: Sniper rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a specific POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: This rifle may only be used by SWAT Officers who have successfully completed a POST-certified rifle marksmanship or sniper course. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

FLASHBANG GRENADES, TEAR GAS, AND PEPPER BALLS

[Government Code section 7070(c) (12)]

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 21

Usual Inventory: 20

Use and Capability: Device used to distract device used to disorient or divert a suspect'(s) attention away from SWAT Officers using light and sound. This device can allow SWAT Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This device can prevent injury to officers and citizens. This device can lead to a safer resolution and allow SWAT Officers to take a suspect'(s) into custody without force

Expected Lifespan: Until expended

Manufacturer's Product Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. This is a modified version of the Low Roll II Non-Reloadable Distraction Device that is designed for use in high humidity environments, which incorporates a water-resistant charge tube. The standard render safe practice involving 24-hour water submersion will no longer be effective for the high humidity devices, please consult the render safe procedure for incineration in the instructions.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used by officers who have been trained in their proper use, in hostage and barricaded subject situations, in high-risk warrant (search/arrest) services where there may be extreme hazards to officers, during other high-risk situations where their use would enhance officer safety, and during training exercises.

Purchase Price: $46 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used by any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: Prior to use, officers must successfully complete diversionary device training that is conducted by POST-certified instructors.

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 13

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 15

Usual Inventory: 10

Use and Capability: Handheld/throwable or weapon-launchable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Speed-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $28 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 10

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $44 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 11

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse OC chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The OC Triple-Chaser® Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 12

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $39 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and

operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 6

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse inert smoke.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $49 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

Use and Capability: A compressed-air powered launcher designed to launch non-lethal PepperBall projectiles, both inert and irritant-containing, at a maximum distance of 150 feet.

Expected Lifespan: 20 years

Manufacturer's Product Description: FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $573.25

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL LIVE-X PROJECTILES

Manufacturer's Product Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™rounds.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $2,500 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL INERT PROJECTILES

Manufacturer's Product Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $646 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

LONG RANGE ACOUSTIC DEVICE (LRAD)

[Government Code section 7070(c) (13)]

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

Use and Capability: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Expected Lifespan: 25 years

Manufacturer's Product Description: The Model 100X Portable Hailing System is a self-contained, hand-held, portable communications device for use in on-scene and tactical communications. It has the capability to be 20-30 dB louder than legacy bullhorns and vehicle-based P.A. systems, while still being 4x- 6x louder and more intelligible than products with a comparable size and weight. Weighing at only 15 lbs. (6.8 kg) with battery, accessories, and cables, the easy portability of the 100X can safely communicate beyond standoff distances to determine intent. The highly intelligible voice messages over distances up to 600 meters; max range of 250 meters over 88 dB of background noise and 137dB SPL @ 1 meter, A-weighted maximum continuous output. Taking advantage of its focused, directional sound pattern, optimized driver and waveguide technology, the 100X can penetrate buildings and vehicles to ensure communications are heard and understood. The warning tone provides a safer alternative to non-lethal measures and safely modifies behavior while creating additional time to scale the escalation of force if necessary. With an 8-hour rechargeable battery, optional power sources and water-resistant casing, the 100X creates an instant acoustic standoff perimeter even through wind, engines, sirens, and noisy crowds. The 100X is easily operable with gloves or MOPP gear using the simple user interface.

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: The LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Purchase Price: $12,293.95

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: No formal training is required, however SWAT Operators trained in the use of the LRAD should set up and operate the device.

PROJECTILE LAUNCH PLATFORM AND RELATED MUNITIONS

[Government Code section 7070(c) (14)]

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

*Four launchers are assigned to the SWAT team, nine launchers are assigned to Patrol

Use and Capability: 40MM Launchers are utilized by department personnel as a less lethal tool to launch less-lethal impact rounds, and authorized CS and OC rounds.

Expected Lifespan: 15 years

Manufacturer's Product Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable

Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single- and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

Current Inventory: 605 rounds

Usual Inventory: 675 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $18 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY, 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge

barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact.

Current Inventory: 15 rounds

Usual Inventory: 35 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE-PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and

instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact.

Current Inventory: 6 rounds

Usual Inventory: 20 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

*4 shotguns are assigned to the SWAT team, 9 are assigned to Patrol

Use and Capability: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

Expected Lifespan: 25 years

Manufacturer's Product Description: For a half century the Remington Model 870P has been the pump shotgun of choice for government agencies. With over 10 million produced to date, it remains the standard by which all pump actions are measured. Its dual, non-binding action bars deliver ultra-smooth, reliable cycling. The ultimate pump shotgun, the Model 870P stands the test of time, extreme conditions and duty.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by and orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize". The Drag Stabilized Model is an aerodynamic projectile; however, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized model is very accurate; however, effectiveness is dependent upon many variables such as distance, clothing, stature, and the point where the projectile impacts.

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $5 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Acquisition of Additional Equipment:

During the calendar year 2024, the Brea Police Department purchased six UAS systems

Future Acquisition of Additional Equipment:

As part of the Brea Police Department's Integrated Crime Center (ICC), the department purchased two DFR UAS in 2025.

Community Outreach and Transparency:

The Brea Police Department recognizes the importance of maintaining open lines of communication with the community regarding the use of military equipment. Efforts to promote transparency and engage with the community are of the utmost importance.

It is important to note that the deployment of military equipment is subject to continuous review and evaluation to ensure its necessity, appropriateness, and adherence to departmental policies. Pursuant to AB 481 and department policy, the Brea Police Department will be sharing this annual use report meeting at the Brea City Council Meeting on August 19th, 2025.

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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705.2 POLICY

It is the policy of the Brea Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Brea Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the supervisor in charge of asset tracking to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the City Council for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Brea Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

(h) Coordinating the processing of complaints and concerns submitted as outlined in this policy.

705.4 MILITARY EQUIPMENT INVENTORY

The items referenced below meet the definition of "Military Equipment" as defined in Government Code § 7070. Items are organized based on equipment categories or types as defined in Government Code § 7070(c). Only categories or types of equipment owned or used by Brea Police Department personnel are included in this inventory. If a category or type is omitted that means that the Brea Police Department does not own or use equipment in that category.

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As required by Government Code §§ 7070-7072, information listed in each category or type of military equipment includes the quantity of each type, along with its use and capabilities, expected lifespan, manufacturer's product description, purpose, authorized use, purchase cost, annual upkeep costs, legal and procedural rules governing use, and training required to use each type of military equipmnet.

705.4.1 ITEMS THAT ARE EXPENDABLE AND/OR PERISHABLE

Some items listed are expendable (can be used or expended) and/or perishable (have shelf lives and expiration dates). These include, but are not limited to, launchable munitions and flashbangs. For perishable and/or expendable items, the attached inventory will include a maximum quantity along with the quantity at the moment in time of the inventory. Being expendable and perishable, the current inventory will be in constant flux and may not match what is listed in the attachment. The Police Department may maintain up to the listed amount of each such expendable or perishable item unless and until this Policy is amended to approve a different type or amount, without additional approval from the governing body.

705.4.2 MILITARY EQUIPMENT USE CONSIDERATIONS

The following shall apply to any military equipment acquired and authorized by the department:

1. Use of the equipment shall be necessary because there are no reasonable alternatives that can achieve the same objective of officer and civilian safety.
2. Use of the equipment will serve to safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The equipment is reasonably cost effective compared to any available alternatives that can achieve the same objective of officer and civilian safety
4. The equipment shall only be used by department employees who have received required training, including any courses required by the Commission on Peace Officer Standards and Training (POST), and/or who otherwise possess established qualifications for each item type of equipment, unless an emergency or other exigent circumstances exist.
5. The equipment shall comply with other pertinent Brea Police Department Policies including, but not limited to, Use of Force, Control Devices and Techniques, Search and Seizure, and First Amendment Assemblies.

705.4.3 MILITARY EQUIPMENT INVENTORY

See attachment: Brea Police Dept Military Equipment Inventory April 2024.pdf

All military equipment kept and maintained by the Brea Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description for each type of equipment.
2. The capabilities of each type of equipment.
3. The purposes and authorized uses for which the Department proposes for each type of equipment.

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4. The expected lifespan of each type of equipment.
5. The fiscal impact of each type of equipment, both initially and for ongoing maintenance.
6. The quantity of each type of equipment, whether maintained or sought.

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval for use of military equipment from the City Council by way of an ordinance adopting a new or revised military equipment use policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment shall not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072). The Chief of Police or the authorized designee shall post each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

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(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(e) The quantity possessed for each type of military equipment.

(f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

705.9 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred to the Professional Standards Unit and handled as Personnel Complaints. All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Brea Police Department via telephone to the Brea Police Department Watch Commander at 714-990-7624. A response to the question or concern shall be completed and provided by the Department in a timely manner, but not to exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed to the Professional Standards Unit as provided for citizen complaints

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Attachments

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Brea Police Dept Military Equipment Inventory April 2024.pdf

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ARMORED PERSONNEL CARRIERS
[Government Code section 7070(c)(2)]

Item: LENCO BEARCAT

Quantity: 2*

*These items are owned and maintained by the Fullerton Police Department and La Habra Police Department, but are mutual aid assets used by Brea Police Department personnel as part of a regional SWAT team.

Use and Capability: Commercially-produced, four-wheeled armored personnel carrier and rescue vehicle; capable of transporting 10-12 fully equipped SWAT officers, with an open floor plan to allow for rescue of downed personnel or victims/civilians. The vehicle can be used for both SWAT and non-SWAT incidents.

Expected Lifespan: 25 years.

Manufacturer's Product Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: To be used in response to dangerous incidents to enhance officer and citizen/victim safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall be authorized by a Watch Commander or SWAT Commander, based on specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Purchase Price: $315,518.65**

**Both BearCat vehicles were obtained through the UASI group procurement process.

Annual Upkeep Costs: Annual maintenance cost of approximately $5,000 per vehicle (paid for by the City of Fullerton and City of La Habra)

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Training Required: All drivers/operators must first attend formalized in-house instruction which includes vehicle operations and practical driving instruction.

COMMAND AND CONTROL VEHICLES
[Government Code section 7070(c)(5)]

Item: R & S CUSTOM TRAILER MODEL T-22PR ROAD HAULER (CERT Trailer)

Quantity: 1

Use and Capability: A vehicle-towed mobile office trailer that provides shelter, access to department computer systems, and restroom facilities during extended events.

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: The 2011 Model T-22 Road Hauler trailer is a 22 feet long box trailer that has is used as a mobile, portable command post for primary use by the Civilian Emergency Response Team and can be utilized by the Police Department for DUI checkpoints and as a command post at community events. Additional authorized uses of the CERT Trailer may include, but are not limited to, critical incidents, emergencies and natural disasters.

Authorized Use: Only City of Brea personnel who have completed any required training and have obtained the California Department of Motor Vehicles Class B Driver License will be allowed to tow the CERT Trailer.

Purchase Price: $0*

*The Anaheim/Santa Ana UASI group completed the procurement process of the CERT Trailer for the City of Irvine, utilizing FY2008 UASI funds to purchase a volunteer management/equipment trailer in support of FEMA's Citizen Corps Program, specifically the Community Emergency Response Teams (CERT). This trailer was issued to the City of Irvine's CERT Program through the Irvine Police Department. In 2014, the Anaheim/Santa Ana UASI grant office was notified that the Irvine CERT program could no longer use the trailer due to operational and administrative issues, they returned the trailer for issuance to another CERT program. The Anaheim/Santa Ana UASI office identified the City of Brea to receive this trailer for use in support of its CERT Program. The trailer was issued to the City of Brea's CERT Program through the Brea Police Department. The CERT Program was later moved to the Brea Fire Department who then took over the administration of CERT and the trailer.

Annual Upkeep Costs: Approximately $200

Legal and Procedural Rules: Use of the CERT Trailer is not governed by the policies of the Brea Police Department, and may be used at the discretion of the Emergency Preparedness Coordinator or Brea Fire Department Administration.

Training Required: The driver towing the CERT Trailer shall be a City of Brea employee who possesses a valid California Department of Motor Vehicles Class B Driver License.

EXPLOSIVE BREACHING APPARATUSES AND RELATED MUNITIONS
[Government Code section 7070(c)(7)]

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

Use and Capability: This weapon allows for SWAT Officers to safely utilize shotgun breaching rounds in order to disable deadbolts, locks, and door hinges. There is a spiked stand-off built into the end of the barrel to allow for positive placement of the gun into the correct position. The stand-off has vents to deflect debris and gases to prevent overpressure. The weapon can also defeat windows and sliding glass doors with a flash bang round (a less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second)

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: To allow SWAT officers to defeat locks and/or hinges to safely enter a structure.

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police

Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

Description: A round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges.

Current Inventory: 30 rounds

Usual Inventory: 30 rounds

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $6.09 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

SPECIALIZED FIREARMS / ASSAULT WEAPONS
[Government Code section 7070(c)(10)]

Item: DANIEL DEFENSE MODEL DDM4V7, 5.56 MM, 11" BARREL

Quantity: 60

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16-inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL G36C, 5.56 MM, 8.9" BARREL

Quantity: 3

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: With its short 8.98 inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $900 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH, MODEL 416D, 5.56MM, 11.5" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Heckler & Koch developed the HK416 for U.S. special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system found on the G36, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $0*

*These rifles were obtained with credit from traded-in older model rifles

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: DANIEL DEFGENSE MODEL DDM4 V7S, 5.56 MM, 11.5" BARREL

Quantity: 10

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16 inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or

those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws. These particular rifles are assigned to Department members who are assigned to North County SWAT, and the officers who are issued these rifles carry them in both patrol and SWAT operations.

Purchase Price: $1,759 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: LARUE TACTICAL OPTIMIZED BATTLE RIFLE (OBR), 7.62 MM

Quantity: 1

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 15 years

Manufacturer's Product Description: The LaRue OBR (Optimized Battle Rifle) was built from the ground up, using a newly designed upper-receiver platform, combined with a lower, inspired from our successful 5.56 MM lower. Both the upper and lower are CNC-machined from billet, for the optimum fit and

consistency. The receiver components are designed with more material in critical areas to alleviate known issues of weakness in 7.62 platforms and to stiffen the receiver...translating into maximum accuracy.

Purpose: Sniper rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a specific POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: This rifle may only be used by SWAT Officers who have successfully completed a POST-certified rifle marksmanship or sniper course. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

FLASHBANG GRENADES, TEAR GAS, AND PEPPER BALLS
[Government Code section 7070(c)(12)]

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 19

Usual Inventory: 20

Use and Capability: Device used to distract device used to disorient or divert a suspect'(s) attention away from SWAT Officers using light and sound. This device can allow SWAT Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This device can prevent injury to officers and citizens. This device can lead to a safer resolution and allow SWAT Officers to take a suspect'(s) into custody without force

Expected Lifespan: Until expended

Manufacturer's Product Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. This is a modified version of the Low Roll II Non-Reloadable Distraction Device that is designed for use in high humidity environments, which incorporates a water-resistant charge tube. The standard render safe practice involving 24-hour water submersion will no longer be effective for the high humidity devices, please consult the render safe procedure for incineration in the instructions.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used by officers who have been trained in their proper use, in hostage and barricaded subject situations, in high-risk warrant (search/arrest) services where there may be extreme hazards to officers, during other high-risk situations where their use would enhance officer safety, and during training exercises.

Purchase Price: $46 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used by any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: Prior to use, officers must successfully complete diversionary device training that is conducted by POST-certified instructors.

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 8

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber

Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 14

Usual Inventory: 10

Use and Capability: Handheld/throwable or weapon-launchable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $28 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 20

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $44 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 21

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse OC chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The OC Triple-Chaser® Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 9

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $39 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department,

but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 16

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse inert smoke.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $49 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and

Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

Use and Capability: A compressed-air powered launcher designed to launch non-lethal PepperBall projectiles, both inert and irritant-containing, at a maximum distance of 150 feet.

Expected Lifespan: 20 years

Manufacturer's Product Description: FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $573.25

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Related Munitions:

Item: PEPPERBALL LIVE-X PROJECTILES

Manufacturer's Product Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™rounds.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $2,500 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL INERT PROJECTILES

Manufacturer's Product Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $646 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

LONG RANGE ACOUSTIC DEVICE (LRAD)
[Government Code section 7070(c)(13)]

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

Use and Capability: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Expected Lifespan: 25 years

Manufacturer's Product Description: The Model 100X Portable Hailing System is a self-contained, hand-held, portable communications device for use in on-scene and tactical communications. It has the capability to be 20-30 dB louder than legacy bullhorns and vehicle-based P.A. systems, while still being 4x- 6x louder and more intelligible than products with a comparable size and weight. Weighing at only 15 lbs. (6.8 kg) with battery, accessories, and cables, the easy portability of the 100X can safely communicate beyond standoff distances to determine intent. The highly intelligible voice messages over distances up to 600 meters; max range of 250 meters over 88 dB of background noise and 137dB SPL @ 1 meter, A-weighted maximum continuous output. Taking advantage of its focused, directional sound pattern, optimized driver and waveguide technology, the 100X can penetrate buildings and vehicles to ensure communications are heard and understood. The warning tone provides a safer alternative to non-lethal measures and safely modifies behavior while creating additional time to scale the escalation of force if necessary. With an 8-hour rechargeable battery, optional power sources and water-resistant casing, the 100X creates an instant acoustic standoff perimeter even through wind, engines, sirens, and noisy crowds. The 100X is easily operable with gloves or MOPP gear using the simple user interface.

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: The LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Purchase Price: $12,293.95

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: No formal training is required, however SWAT Operators trained in the use of the LRAD should set up and operate the device.

PROJECTILE LAUNCH PLATFORM AND RELATED MUNITIONS [Government Code section 7070(c)(14)]

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

*Four launchers are assigned to the SWAT team, nine launchers are assigned to Patrol

Use and Capability: 40MM Launchers are utilized by department personnel as a less lethal tool to launch less-lethal impact rounds, and authorized CS and OC rounds.

Expected Lifespan: 15 years

Manufacturer's Product Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single- and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

Current Inventory: 758 rounds

Usual Inventory: 675 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $18 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY, 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact.

Current Inventory: 31 rounds

Usual Inventory: 35 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE-PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact.

Current Inventory: 16 rounds

Usual Inventory: 20 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

*4 shotguns are assigned to the SWAT team, 9 are assigned to Patrol

Use and Capability: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

Expected Lifespan: 25 years

Manufacturer's Product Description: For a half century the Remington Model 870P has been the pump shotgun of choice for government agencies. With over 10 million produced to date, it remains the standard by which all pump actions are measured. Its dual, non-binding action bars deliver ultra-smooth, reliable cycling. The ultimate pump shotgun, the Model 870P stands the test of time, extreme conditions and duty.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by and orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize". The Drag Stabilized Model is an aerodynamic projectile; however, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized model is very accurate; however, effectiveness is dependent upon many variables such as distance, clothing, stature, and the point where the projectile impacts.

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $5 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement

purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6A.

August 19, 2025 Regular City Council Meeting Minutes

TO	PREPARED BY
Honorable Mayor and City Council Members	Victoria Popescu, City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Kristin Griffith, City Manager	Kristin Griffith, City Manager

RECOMMENDATION

Approve.

Attachments

08-19-2025 - Draft Minutes.pdf

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the City Council Regular Meeting

1 Civic Center Circle, Brea, California 92821

August 19, 2025

Roll Call: *(The following members were in attendance)*

- **Blair Stewart,** Mayor
- **Cecilia Hupp,** Mayor Pro Tem
- **Christine Marick,** Council Member
- **Marty Simonoff,** Council Member

Absent:

- **Steve Vargas,** Council Member

1. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:45 P.M.

1.A. Call to Order/Roll Call-

Mayor Stewart called the Study Session to order at 6:45 p.m. All members were present, with Council Member Vargas absent.

1.B. Public Comment-

None.

1.C. Clarify Regular Meeting Topics -

None.

1.D. Designate Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, October 8-10, 2025, Long Beach Convention Center-

The City Council appointed Mayor Stewart as the Voting Delegate and Mayor Pro Tem Hupp as the Alternate for the League of California Cities Annual Conference and Expo, October 8-10, 2025.

1.E. Council Member Reports/Requests-

Mayor Pro Tem Hupp commended staff for their work on Brea Fest and spoke about National Night Out.

1.F. Study Session Adjournment-

Mayor Stewart adjourned the Study Session at 6:46 p.m.

2. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

2.A. Call to Order/Roll Call

Mayor Stewart called the General Session to order at 7:01 p.m. All members were present, with Council Member Vargas absent.

2.B. Pledge of Allegiance: Boy Scout Troop 707

Boy Scout Troop 707 led the Pledge of Allegiance.

2.C. Invocation: Pastor Rick Darden, Friends Community Church

Pastor Rick Darden, Friends Community Church, led the Invocation.

2.D. Presentation: Business of the Quarter

A video presentation was displayed announcing the Business of the Quarter, Uni-Caps, LLC.

2.E. Report - Prior Study Session

City Manager Griffith provided a report on the prior Study Session.

2.F. Community Announcements

Council Member Marick announced that the City of Brea is hosting a paper shredding and compost giveaway event on Saturday, September 6 from 8:00 a.m. to 11:00 a.m. at the Brea Community Center and invited Brea residents to participate.

Mayor Pro Tem Hupp announced that September is National Preparedness Month and spoke about several resources the City offers residents to stay prepared during an emergency.

Mayor Stewart announced that this year's State of the City will be available for the entire community to view online beginning Tuesday, September 9 at 7:00 p.m.

2.G. Matters from the Audience

Scott Hupp announced the 2025 Brea Mayor's Cup will take place on Monday, September 8 and invited the community to participate.

2.H. Response to Public Inquiries

None.

Mayor Stewart announced that he will first take Administrative Items and Consent Calendars prior to the Public Hearing Item. He also announced that there will be no public hearing on items 4B and 4C, the Brea Construction Code Tri-Annual Update and the 2025 Fire Code and Wildland Urban Interface Ordinance Introductions.

3. PUBLIC HEARING

3.A. Appeal of the Planning Commission Decision to Approve the DJT4 Parcel Delivery Facility (Amazon)- Environmental Impact Report No. 2023-01, Vesting Tentative Parcel Map No. 2022-193, and Plan Review No. 2022-09

Senior Planner Newton provided a presentation and spoke about the project details, location, existing condition, project description, required entitlements, overall project timeline, operations, building design, project evolution related to parking and line haul trucks, notable conditions of approval, Environmental Impact Report (EIR), appeal claim, noticing and staff recommendation.

David Maxey, appellant, provided a presentation and expressed concern with project compliance with the M1 Zoning Code, and explained the reason for the appeal is for concerns related to the noise impacts as a result of the project. He spoke about the EIR analysis, projected noise levels and potential impacts to adjacent residents, and concerns with Amazon site maintenance and on-site security. He also requested the project decision be reversed or paused until a real world noise analysis be conducted with a sound meter and a diesel Amazon line haul truck in the area.

Jason Friedman, Amazon Economic Development Policy representative, and provided a presentation and spoke about the original project design, revised project design, economic impact, sustainability, employee benefits, site planning, Tracks at Brea extension, and engagement.

Justin Mahramas, Sheppard Mullin, on behalf of the Applicant, clarified zoning and use for the area; the noise study; and CEQA methodology, and operation peak periods.

Mayor Stewart opened the public hearing.

Paulina Alvarez, Maurice Casaus, Zach Strasters, Lacy Schoen, Tanya Huynh, Daniel Osborne, Randy Wetmur, Henry Hillebrecht, Connie Allred, Ricardo Perez, Bill McMillan, Robert Nevarez, Ross Mccune, and Debbie spoke in support of the project, citing increased job opportunities in the City for residents, Amazon's investment in the Community, and revitalization of the property.

Sandra Spencer, Marie Nunez, Lesley Bickers, Eric Jimenez, Gloria Alvarado, Richard Smith, Alfred Munoz, Daisy Grajeda, Silver Montero, Andrea Nesbitt, Carol Gray, Wileen Leu, Katheryn Bigelow, Richard Romero, Duane Morgan, Orlando Ramirez, Jacob Shin, Leticia Wilson, David Enriquez, Juan Martinez, Kevin Wilson spoke in opposition to the project, citing noise and traffic concerns, and requested Amazon conduct further traffic noise studies. They requested the Council uphold the appeal.

Seeing no further speakers wishing to address the Council, Mayor Stewart closed the public hearing.

Mayor Stewart recessed the meeting at 9:01 p.m.

Mayor Stewart reconvened the meeting at 9:10 p.m.

Council inquired what uses are available to the applicant with the existing building and discussed prior use of the building under the previous tenant, Bank of America. They also inquired about the potential for additional noise studies and spoke about truck regulations on Birch Street and traffic mitigation measures.

Assistant City Manager/Community Development Director Killebrew indicated that the proposed operation is a dramatically reduced operation from pre-covid use with previous operators.

Council inquired if the vehicles are owned by Amazon and what control Amazon has in what vehicles are driven.

Jason Friedman, Amazon Economic Development Policy representative, indicated that the vehicles mix of owned and contracted trucks driven by contract drivers. He also explained vehicles are dispatched based on availability and that about 40% of the fleet are CNG/RNG vehicles.

Council discussed the possibility of conducting an alternate noise analysis.

Jason Friedman, Amazon Economic Development Policy representative, indicated that the study done as part of the EIR is believed to be the proper methodology under CEQA, and doesn't believe that any additional study will change findings.

Assistant City Manager/Community Development Director Killebrew spoke about consistency with application of standards in evaluations. He also listed items that Amazon has changed and implemented in order to accommodate the concerns of area residents.

Council discussed Condition of Approval Number 23, and indicated that the Condition came as a result of listening to the residents concerns, noting that if there is an alternate truck route in the future, the applicant would look into implementing an alternative line-haul truck route.

In response to Council discussion, John Karnowski, NV5 indicated that anytime a change is made to infrastructure, Amazon revisits it's procedures for van and truck routing.

Justin Mahramas, Sheppard Mullin, suggested approval of the project with an additional Condition of Approval to conduct an additional noise study after the project is operational.

Assistant City Manager/Community Development Director Killebrew indicated that the Council may stipulate time period, reporting and expectation of a potential noise study by way of Condition of Approval.

John Bellas, Michael Baker, spoke about the methodology and the results of the noise study that was conducted.

Seth Meyers, ECORP Consulting, Inc., spoke about the process of developing a new noise study. He also spoke about the methodology used in the EIR.

Council inquired if there is a way to measure what peak time truck noise during the night time does to the decibel level.

John Bellas, Michael Baker, indicated that from his team's experience, there is not an established or accepted methodology for a study like this due to the number of variables to conduct a study in that manner. He indicated that would be easier to conduct a monitoring study that is tracking how the Amazon trucks are operating and possibly measuring the sound of the operation over a period of time.

Council inquired how would such a condition be constructed that would be meaningful if output from the study is found to be negative.

Assistant City Manager/Community Development Director Killebrew indicated that for all projects, if any conditions become unsatisfied, the entitlement would be subject to further review and revocation, adding that the approval be in substantial conformance with what was approved, along with Federal, State and local laws.

John Bellas, Michael Baker, indicated that there are physical remedies that could be done if that study did identify potential noise disruptions.

Council discussed the braking systems on Amazon trucks and inquired as to the outcome of the considerations of Mr. Maxey's appeal and comments made by speakers related to other noise sources such as radios. They also inquired about the security system currently being utilized on the property.

In response to Council questions, John Bellas, Michael Baker, spoke about the methodology of the study and indicated that the decibel level's noted by Mr. Maxey are instantaneous noise levels. He indicated that the numbers were not verified, noting that the conditions of the roadway and the condition of the vehicle to be contributing factors.

In response to Council questions, Jason Friedman, Amazon Economic Development Policy representative, spoke about operational standards. He also spoke about the security system currently being utilized due to the site being vacant, and noted that he will look into possibly adjusting the sensitivity of the alarms.

In response to the City Council and the community's concerns, City Attorney Boga suggested the consideration of an additional condition, related to the addition of a operational independent noise study: *Prior to the issuance of the final Certificate of Occupancy, the Applicant shall submit and regularly replenish a deposit to cover all costs (including staff, counsel, and consultant costs) associated with conducting an independent third-party noise study. The noise study shall, at minimum, capture measurements of operational noise over the course of one year once the Project becomes operational. If the noise study concludes that the Project's nighttime line-haul truck operations should be further reduced, the noise study shall include potential recommendation for achieving the reduction. The Applicant shall implement all reasonable and feasible operational recommendations identified by the noise study. Implementation shall be completed within a reasonable time period determined by the Community Development Director and received and filed with the City Council. This noise study requirement, or, if the noise study is already completed, any implemented recommendations from said study, shall be waived in the event that the Applicant's nighttime line-haul traffic ceases to utilize State Route 142 (Valencia Avenue) and any excess funds in the deposit shall be refunded.*

Motion was made by Council Member Marick, and seconded by Council Member Simonoff to adopt Resolution No. 2025-054, denying appeals and certifying EIR No. 2023-01, State Clearinghouse No. 2023070241, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Sections 15132 (Contents of Final EIR) and 15090 (Certification of the Final EIR); adopt a Resolution No. 2025-055, denying appeals and approving PR No. 2022-09 to allow the

demolition of an existing 637,503 square-foot office building, surface parking, and associated landscape area, and the construction of an industrial warehousing development consisting of a 181,500 square-foot parcel delivery facility, including surface parking and associated landscape areas, based on the findings and conclusions in the resolution, and subject to the recommended conditions of approval, amended to add a condition related to the conduct of an operational noise study; and adopt a Resolution No. 2025-056, denying appeals approving TPM No. 2022-193 to reconfigure and merge three existing lots into one lot to accommodate the Project, based on the findings and conclusions in the resolution, and subject to the recommended conditions of approval. Motion passed 4-0-1-0 (Ayes: Simonoff, Hupp, Marick, Vargas; Absent: Vargas).

4. ADMINISTRATIVE ITEMS

4.A. Mercury Senior Apartments Project: Approval of a Density Bonus, Environmental Impact Report Addendum, financial requests, and associated agreements

Senior Management Analyst Dao provided a presentation and provided an executive summary on the Mercury Senior Apartments Project, and spoke about the project history, recap of the project preview, and discussion on the project preview.

Senior Planner Pennington spoke about the refined project details, project proposal renderings, density bonus request, California Environmental Quality Act (CEQA) addendum and Conditions of Approval.

Senior Management Analyst Dao spoke about the implementation, including the financial request, Affordable Housing Agreement, Loan Agreement and Density Bonus Agreement and recommendation summary.

The City Council discussed on-site transportation, parking ratios, the potential for an increase in the number of lower affordability levels units, and the open space plan.

Todd Cottle, C&C Development, applicant, spoke about the property's rideshare vehicle, parking ratios of other similar properties in Orange County.

Motion was made by Council Member Simonoff and seconded by Mayor Pro Tem Hupp to approve an Affordable Housing Agreement, including Notice of Affordability Restrictions, with Brea Mercury LP for the Mercury Senior Apartments Project; approve a Loan Agreement with Brea Mercury LP, which includes a loan of $2,331,800 from the City's Housing Trust Fund (270) and up to $659,311 in deferred development impact fees for the development of said affordable project; adopt a Resolution No. 2025-057 approving the following: Density Bonus (DB) No. 2025-01, a request to utilize the Density Bonus parking standards and two Density Bonus waivers of development standards to allow for reduction in required minimum common

open space and bicycle parking, subject to conditions of approval provided as Exhibit A of the said resolution; Addendum to the Final Environmental Impact Report (FEIR) for the Mercury Lane Project (EIR SCH No. 2018121032 Addendum No. 1) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164; approve an Affordable Housing and Regulatory Agreement and Declaration of Restrictive Covenants (Density Bonus Agreement) with Brea Mercury LP; Find the Affordable Housing Agreement, Loan Agreement, and Density Bonus Agreement exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3); Amend the Fiscal Year 2025-27 Operating Budget to appropriate $2,331,800 in the City's Housing Trust Fund (270) for a loan payment to the development of said affordable housing project; Approve the deferral of development impact fees for said affordable housing project in an amount not-to-exceed $659,311, as stated in the Loan Agreement; and Authorize the City Manager or designee to: Execute the Affordable Housing Agreement, including Notice of Affordability Restrictions, with Brea Mercury LP; Execute the Loan Agreement with Brea Mercury LP; Execute the Density Bonus Agreement with Brea Mercury LP; and Administratively make non-monetary revisions to the three above-mentioned agreements and related documents as necessary or appropriate. Motion passed 4-0-1-0 (Ayes: Stewart, Hupp, Marick, Simonoff; Absent: Vargas).

4.B. Brea Construction Code Tri-Annual Code Update

Building Official Varela provided a presentation and spoke about the codes included in the 2025 edition of the California Codes and significant new code amendments.

Council discussed the criteria for new requirements for fire sprinklers in a high fire severity zone.

Motion was made by Mayor Pro Tem Hupp and seconded by Council Member Simonoff to introduce by title only and waive further reading of Ordinance 1264, "an Ordinance of the City Council of the City of Brea adopting by reference the 2025 Edition of the California Administrative, Building, Residential, Mechanical, Plumbing, Electrical, Green Building Standards, Energy, Historical Building, and Existing Building Codes, The 2024 Edition of the International Property Maintenance Code, and the 2024 Edition of the International Swimming Pool and Spa Code, together with appendices, amendments, deletions and penalties, amending Title 15 of the Brea City Code, and approving a CEQA Exemption Determination", adopting by reference and amending, Codes comprising the 2025 Edition of the California Building Standards Code, and related "model" codes (collectively "California Code(s)" sometimes herein); and schedule a public hearing for September 16, 2025 to consider adoption of the Ordinance No. 1264. Motion passed 4-0-1-0 (Ayes: Stewart, Hupp, Marick, Simonoff; Absent: Vargas).

4.C. 2025 Fire Code and Wildland Urban Interface Ordinance Introduction

Fire Marshal Pesqueira provided a presentation on the item and spoke about significant changes to the Brea Fire Code.

Mayor Stewart thanked the Fire Department for their work on updating the Fire Code.

Motion was made by Council Member Marick and seconded by Council Member Simonoff to introduce by title only and waive further reading of Ordinance No. 1265, "An Ordinance of the City Council of the City of Brea adopting by reference and amending the 2025 California Wildland – Urban Interface Code and the California Fire Code and portions of the 2024 International Fire Code, as the City of Brea Fire Code, together with certain amendments, additions, deletions and exceptions, amending Title 16 (Fire Safety) of the Brea City Code, and approving a CEQA exemption determination," adopting by reference and amending the 2025 California Fire Code (CFC) and 2025 California Wildland Urban Interface Code (CWUIC); and schedule a public hearing for September 16, 2025 to consider adoption of the Ordinance No. 1265. Motion passed 4-0-1-0 (Ayes: Stewart, Hupp, Marick, Simonoff; Absent: Vargas).

5. CONSENT CALENDAR

Mayor Pro Tem Hupp thanked Council Member Simonoff for adding the provision to item 5I, Agreement with HdL Companies for Sales, Business License, and Other Tax Reporting Services and HdL Coren & Cone for property tax auditing services and statistical reporting, that any discovery, audit, or compliance letters sent by HdL Companies or HdL Coren & Cone to businesses or property owners be approved by staff prior to distribution.

Motion was made by Mayor Pro Tem Hupp and seconded by Council Member Simonoff to approve City Council Consent Items 5A-5N. Motion passed 4-0-1-0 (Ayes: Stewart, Hupp, Marick, Simonoff; Absent: Vargas).

5.A. July 15, 2025 City Council Regular Meeting Minutes

The City Council approved the July 15, 2025 City Council Regular Meeting Minutes as written.

5.B. Accept a State of California Cannabis Tax Fund Grant Program (CTFGP) in the Amount of $230,902.82

The City Council adopted Resolution No. 2025-058 accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of $230,902.82, for the one-year grant program which begins July 1, 2025 and ends June 30, 2026; and authorized the Chief of Police to execute the Grant Agreement.

5.C. Desktop and Mobile Computer, and Peripheral Replacements

The City Council authorized the City's Procurement & Contracts Administrator to issue a Purchase Order to Intelli-Tech in the amount of $86,269.88, for the purchase of laptops for the first phase of citywide computer replacements.

5.D. Resolution Approving the City's Participation in the National Opioid Bankruptcy Settlements with Purdue Pharma L.P., the Sackler Family, and Any Future National Opioid Settlements

The City Council adopted Resolution No. 2025-059 authorizing the City Manager to execute participation forms and related documents to join the national opioid bankruptcy settlements with Purdue Pharma L.P. and the Sackler Family; and authorized participation in any future national opioid settlements deemed appropriate by the City Manager.

5.E. Authorization to Enter into a Service Agreement with SMART Compliance for a Recycling Tracking and Recordkeeping Software for CalRecycle SB 1383 Compliance

The City Council approved a Service Agreement with SMART 1383, as a result of a competitive selection process for an SB 1383 compliance reporting and record keeping software five-year subscription purchase and implementation in an amount not to exceed $100,000; and authorized the City Manager, or designee, to execute and administer the agreement and documentation necessary to procure SB 1383 compliance and reporting software system. Utilization of the grant funds will sustain the SMART 1383 software and any potential customization charges.

5.F. Award Contract with International Line Builders, Inc. dba ILB Electric for the Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719

The City Council approved the plans and specifications; and receive bids; and awarded the contract to the lowest responsive and responsible bidder, International Line Builders, Inc., dba ILB Electric, in the amount of $1,223,382.00; and authorized the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

5.G. Award Contract with US Builders and Consultants, Inc. for Briarwood Lift Station Rehabilitation, CIP 7631

The City Council approved the plans and specifications; and receive bids; and award Contract to the lowest responsive and responsible bidder, US Builders and Consultants, Inc., in the amount of $571,400.00; and authorized the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

5.H. City's Network Switches Replacements

The City Council authorized the City's Procurement & Contracts Administrator to issue a Purchase Order for network switches, management software, and professional services for implementation in the amount of $321,496 to VectorUSA; and authorize the City Manager to execute the Professional Services Agreement with VectorUSA.

5.I. Agreement with HdL Companies for Sales, Business License, and Other Tax Reporting Services and HdL Coren & Cone for property tax auditing services and statistical reporting

The City Council approved a five (5) year agreement with Hinderliter, del Llamas & Associates DBA HdL Companies for Sales Tax, Business License Tax, and other tax reporting services, and with HdL Coren & Cone for property tax auditing and statistical reporting. Both agreements include the option to renew for up to two (2) additional one-year terms; authorized the City Manager to execute the agreements with HdL Companies and HdL Coren & Cone, including any future extensions; and adopted Resolution No. 2025-060 authorizing HdL Companies to act on behalf of the City in matters before the California Department of Tax and Fee Administration (CDTFA), including access to confidential taxpayer information as necessary to perform the contracted services.

5.J. Agreement with Fuscoe Engineering, Inc. for NPDES Stormwater Management Services

The City Council approved the Professional Services Agreement with Fuscoe Engineering, Inc. for NPDES Stormwater Management Services; and authorized the City Manager to approve up to three (3) additional one-year extensions.

5.K. Cooperative Agreement with City of Fullerton and City of La Habra for the Palm Street Paving Improvements, CIP 7334

The City Council approved a Cooperative Agreement with the City of Fullerton and City of La Habra for the Palm Street Paving Improvements Project; and authorized the City Manager to execute any non-monetary contract amendments and ancillary documents subsequently required to implement the Cooperative Agreement.

5.L. Acceptance of donation from Bridge Energy in the amount of $14,000 and authorize purchase of ballistic shields

The City Council accepted a donation from Bridge Energy to the Police Department in the amount of $14,000; and Authorize the City Manager to purchase two (2) ballistic shields for the Police Department.

5.M. Monthly Report of Investments for the City of Brea for Period Ended July 31, 2025

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended July 31, 2025.

5.N. July Outgoing Payment Log and City Disbursement Registers for July 11, 2025 , July 18, 2025, July 25, 2025, August 1, 2025, and August 8, 2025

The City Council received and filed the July Outgoing Payment Log and City Disbursement Registers for July 11, 2025, July 18, 2025, July 25, 2025, August 1, 2025, and August 8, 2025.

6. CITY/SUCCESSOR AGENCY - CONSENT

Motion was made by Council Member Simonoff and seconded by Mayor Pro Tem Hupp to approve City/Successor Agency Consent Item 6A. Motion passed 4-0-1-0 (Ayes: Stewart, Hupp, Marick., Simonoff; Absent: Vargas).

6.A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended July 31, 2025

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended July 31, 2025.

7. ADMINISTRATIVE ANNOUNCEMENTS

7.A. City Manager

None.

7.B. City Attorney

None.

7.C. Council Requests

None.

8. COUNCIL ANNOUNCEMENTS

8.A. Council Announcements

None.

9. ADJOURNMENT

9.A. Meeting Adjournment

Mayor Stewart adjourned the General Session at 10:21 p.m.

CITY of BREA

City Council Regualr Meeting
Communication
September 16, 2025
Item No. 6B.

Annual Mills Act Compliance Report

TO	PREPARED BY
Honorable Mayor and City Council Members	Esteban Rubiano, Assistant Planner
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Receive and file the annual Mills Act compliance report.

BACKGROUND/DISCUSSION

Mills Act Program

The Mills Act, established in 1972 by the State Legislature, provides an economic incentive to encourage homeowners to preserve and rehabilitate historic properties. The City adopted its own program in 1999 by adopting Resolution No. 99-85 (Attachment A), which allows owners of designated historic resources to enter into contracts with the City in exchange for reduced property taxes. All Mills Act contracts have an initial term of ten (10) years, which is automatically renewed each year in perpetuity, resulting in a revolving 10-year contract. All future owners of Mills Act properties also must comply with the terms of the contract. In addition, each contract requires a 10-year property rehabilitation and maintenance plan, with annual compliance monitoring conducted by the City. Since the adoption of the City's Mills Act Program in 1999, 20 contracts have been approved by the City Council.

Compliance Monitoring and Report

Per City Council direction, the Planning Division established a formal annual compliance monitoring procedure in late 2023 to confirm that the owners of Mills Act properties ("Owners") are making progress toward fulfilling the obligations of their Mills Act contracts and started implementation in January 2024. Beginning of each year, Planning staff works with Owners to obtain all necessary information and documents to verify compliance with the respective Mills Act contract, which includes submittal of a compliance report from the Owners, detailing the improvements completed in the previous calendar year. Staff reviews these reports, verifies the information provided, and follows up with Owners as necessary to confirm accuracy. This year's compliance monitoring covers the period up to December 31, 2024.

The updated Compliance Monitoring Report, provided as Attachment B, details the current compliance status of the City's existing Mills Act contracts. Table 1 below provides a summary of the current compliance status, along with comparison with the previous compliance report year:

TABLE 1 SUMMARY OF COMPLIANCE STATUS

Compliance Report Year	Improvements Fully Completed	In Progress	Unknown (Unresponsive)	TOTAL
2023 (Previous)	3	16	1	20
2024 (Current)	8	11	1	20

In current Compliance Report Year (2024), five (5) additional properties completed all required improvements, resulting in a total of eight (8) properties achieving full compliance. Several of the properties currently classified as "in progress" have already completed the majority of their required improvements and have established clear plans to reach full compliance in the coming years. Only one (1) property owner remains unresponsive, and staff continues to pursue communication while evaluating potential enforcement options. Overall, the results reflect effectiveness of the City's monitoring efforts and demonstrate the commitment of property owners to preserving Brea's historic resources.

Next Step

As part of the annual monitoring program, staff will continue monitoring each year to ensure ongoing compliance and the long-term preservation of properties. For those contracts nearing completion, staff will work with Owners to bring projects to full compliance. For properties already in compliance, monitoring will focus on ensuring proper maintenance of historic features. For the unresponsive Owner, staff will continue outreach while preparing to take further action if necessary.

FISCAL IMPACT

Preparation of this annual report does not have any impact on the General Fund.

Attachments

Attachment A - CC Resolution No 99-085 - Mills Act Program.pdf

Attachment B - Mills Act Compliance Report.pdf

RESOLUTION NO. 99-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AUTHORIZING THE IMPLEMENTATION OF A MILLS ACT PROGRAM IN THE CITY OF BREA AND ESTABLISHING A POLICY FOR HISTORICAL PROPERTY PRESERVATION AGREEMENTS (MILLS ACT).

A. Recitals.

(i) The State of California enacted the Mills Act (California Government Code section 50820 et seq.), which authorizes cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance, and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) The Historic Resource Element of the General Plan identifies the following issues related to the preservation of historic properties:

1) Historically significant structures are irreplaceable resources. Preservation should be a key consideration.

2) Active resident participation in the maintenance of the quality and character of the historic neighborhoods should be encouraged.

(iii) The preservation of individual historic properties through the implementation of a Mills Act program in Brea would serve to maintain the integrity of historically significant structures citywide.

(iv) The preservation of historic properties in the City would have beneficial effects on economic stability and community pride, and thus promote the City's quality of life and historic significance to its citizens.

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

B. RESOLUTION. NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Brea as follows:

1. In all respects as set forth in Recitals, Part A of this Resolution.

2. The City Council hereby finds that the project identified above in this Resolution is exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Section 15061.(b)(3) of said Act; and

3. Pursuant to the provisions of California Government Code Section 50280, et seq. The City Council hereby authorizes the implementation of a Mills Act program in the City of Brea and the establishment of a policy for Historical Property Preservation Agreements (Mills Act contracts.).

4. The City Council hereby appoints the City Manager or authorized designee as the City official responsible for the coordination, processing , and execution of each historical property preservation agreement following approval of the contract by the City Council.

5. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 19th day of October, 1999.

Mayor

I, ELAINE CAPPS, 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 19th day of Oct., 1999, and was finally passed at a regular meeting of the City Council of the City of Brea, held on the 19th day of October, 1999, by the following votes:

AYES:	COUNCILMEMBERS:	Daucher, Moore, Vargas, Perry and Simonoff
NOES:	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST: Elaine Capps
City Clerk

LD/Docsmills act ccreso

Attachment B

2025 Mills Act Compliance Report Table Summary
(Compliance Report Year 2024)

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
1	101 S. Redwood Ave.	1999	1) Interior French door from living room to the front room 2) New "casement" French windows, per set of 5 in front and south side; crank/vinyl with grids and dual glazed 3) Ceramic tile, rear bathroom 4) Replace grey carpet in dining, living room, and front room 5) Add laminate planks in kitchen and laundry room 6) Paint exterior trim on windows 7) Paint exterior house, “main” color	None	Complete
2	107 S. Redwood Ave.	1999	1) Replace tile kitchen floor 2) Tile the bathroom floor 3) Repaint house and garage 4) Additional landscaping in the front 5) Floor insulation 6) Add/replace patio 7) Brick walkway (sidewalk to house) 8) Add/replace trees in backyard 9) Brick walkway from the house to garage 10) Paint exterior	Items 1, 3, & 8	In Progress
3	114 S. Redwood Ave.	1999	1) Hedge on south side of fence in the backyard 2) Fig vine on north side fence in the backyard 3) Paint exterior 4) Reroof 5) Refinish hardwood floors in living room and hallway 6) Patio cover 7) Floor insulation	Item 4	In Progress

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
4	121 S. Redwood Ave.	1999	1) General maintenance and repairs to structure and property, including paint and landscaping 2) Landscaping all of the back and side yard, including fencing and concrete walkways 3) New rear porch deck	None	Complete
5	258 S. Redwood Ave.	2001	1) 3 car garage with 2nd story rental 2) Pour slab and foundation, build rear fence and gate with access to the alley 3) Replace fencing running East and West on both sides 4) Remove carpet in dining room and refinish wood planked floor to original condition 5) Remove and strip all hardware of paint and reinstall (hinges, door knobs, cabinets, cabinet locks) 6) Strip woodwork and doors of lead paint/refinish 7) Install tile above shower stall 8) Complete backyard landscaping with sod, sprinklers, concrete walkway to the garage, strip exterior paint 9) Replace all 3 entrance doors 10) Provide access from sunroom to judge room 11) Building window seating and bookcase in sunroom 12) Strip all headboards, drawers, hardware on pass through in dining room and kitchen to restore to original condition 13) Custom build Victorian like screen doors (all 3 doors) 14) Build deck in rear off kitchen stoop 15) Insulate attic and install fans 16) Replace existing carpet with area rugs	Item 10	In progress

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
6	126 S. Redwood Ave.	2003	1) Subterranean garage 2) Repaint house 3) Refinish hardwood floors 4) Replace garage doors in-kind 5) Back patio cover by garage 6) Replace 1/2 of siding in-kind-other 7) Landscaping maintenance	None	Complete
7	401 S. Walnut Ave.	2003	1) Replace the back bath tub and tile 2) Replace floor and tiles 3) Replace kitchen sink and tile 4) Replace under sink floor tile 5) Replace N gate and accessible to walkway 6) Replace porch wood flooring 7) Replace siding at the front and rebuild posts 8) Replace 50% of S fence 9) Replace sprinkler system and drains 10) Re-sod backyard 11) Repaint interior 12) Repour patio with proper drainage 13) Replace knob and tube wiring 14) Extermination for termites and repair any damages 15) Paint exterior of the house and garage 16) Retrofit the house 17) Replace roof of house and garage	Items 10, 13, 15 & 16	In Progress

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
8	418 Sievers Ave.	2008	1) Exterior painting 2) Redo wood flooring 3) Replace garage door and opener 4) Kitchen remodel 5) Bathroom remodel 6) Remove acoustic ceilings 7) Landscape front yard and install sprinklers 8) Landscape backyard and install sprinklers 9) Install crown molding 10) Copper plumbing 11) Rewire entire house 12) Vinyl fencing 13) New electrical	Items 7 & 8	In Progress
9	120 S. Redwood Ave.	2008	1) Paint and repair exterior 2) Tree maintenance 3) Back stair repair 4) Electrical run to front	None	Complete
10	335 S. Flower Ave.	2009	1) Remodel kitchen 2) Remodel & repair upstairs bathroom 3) Paint exterior 4) Garage plumbing 5) Backyard patio cover 6) Patio for the rear driveway	Item 4	In Progress

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
11	127 S. Redwood Ave.	2009	1) Complete window repair 2) Repair steps, walkways 3) Interior paint and wall repair 4) Exterior wood siding paint and repair 5) Termite inspection and treatment 6) Replace knob and tube electrical wiring 7) Exterior wood siding paint and repair 8) Interior wall repair and paint 9) Repair/replace roof	Item 2	In Progress
12	533 S. Walnut Ave	2010	1) Restore bathroom 2) Termite treatment 3) Repair roof 4) Electrical update 5) Repair fence surrounding property 6) Replace crown molding 7) Repair stucco and repaint exterior 8) Plumbing update – interior pipes 9) Central air 10) Insulation	Unknown	Nonresponsive
13	406 S. Madrona Ave.	2013	1) Landscape the front yard 2) Exterior paint for primary residence 3) Replace N fencing 4) Replace concrete pad to alley access 5) Repair garage 6) Replace S fencing 7) Replace rear E fencing 8) Interior paint for primary residence 9) Exterior paint for primary residence 10) Upgrade electrical	None	Complete

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
14	412 S. Madrona Ave.	2013	1) Exterior paint of the primary residence 2) Replace concrete driveway 3) New roof 4) Replace chimney 5) Living room renovation 6) Paint exterior of the primary residence 7) Bathroom remodel 8) Landscape to drought tolerant flora 9) Upgrade plumbing and sewer lines 10) Paint interior of the primary residence	None	Complete
15	420 Sievers Ave.	2013	1) Bolt house to foundation 2) Landscaping 3) Rehab floors 4) Demo and replace driveway 5) Update electrical 6) Redo old systems (phone, gas, water heater) 7) Rain gutters 8) Window coverings 9) Complete fencing	Items 2, 3 & 4	In Progress
16	548 S. Walnut Ave.	2013	1) Termite treatment and repair termite damage 2) Build a new shade structure on S side 3) Installs plants in the backyard 4) Repair muntin on front windows 5) Bathroom in original section of home updated 6) Exterior 7) Interior paint 8) Front door replacement with door compatible to period	None	Complete

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
17	440 S. Madrona Ave.	2014	1) Improve front porch structure 2) Replace aluminum windows 3) Improve landscaping and sprinklers 4) Tree removal 5) Update kitchen 6) Miscellaneous repairs and wood exterior 7) Update single garage	None	Complete
18	909 E. Elm St.	2016	1) Restore functionality of the front door 2) Retexture master walls and bath to match the house 3) Replace garage door to an electric 4) Install functional brick walk-way in front yard landscape front yard 5) Redesign kitchen and bar area 6) Repair backyard fence and return it to original path 7) Install gate in backyard fence 8) Replace windows to functionality 9) Paint exterior to original off-white 10) Replace fireplace hearth and mantel similar to original 11) Replace air conditioner 12) Landscape front yard 13) Repair concrete cracks around pool	Items 10 & 13	In Progress

	Address	Contract Year	Rehabilitation Plan Improvements	Remaining Improvements Items	Status
19	321 S. Madrona Ave.	2023	1) Foundation - correct soil levels and drainage paths, install foundation anchors, brace cripple walls, install floor system tie down, reinforce vertical cracks, and install piers 2) Drainage - regrade, compact, and install new concrete slabs 3) Electrical - updating electrical to be code compliant and removing live knob and tube wiring 4) Window and Door Repair and Restoration - lubricate jambs, square, and repair pulley for original exterior appearance, original function, and historical character 5) Exterior Siding and Paint - repair damaged wood, power wash exterior, prime and paint for original exterior appearance and historical character 6) Attic Framing and Insulation - install new floor joist between existing and remove/replace hazardous insulation	Items 2 through 6	In Progress
20	315 S. Flower Ave.	2023	1) Historical Marker at front of home, Doorbell and Chime, Gutters, Prune Trees 2) Paint exterior of home, repair wood trim on east and south bay windows, repair water damage 3) Fireplace – repair and replace up to Code 4) Fencing 5) Flagstone on front porch 6) Prune trees, replace upstairs windows 7) Replace downstairs windows 8) Garage door restore to original wood door 9) Paint exterior home 10) Hardwood floors to be refinished throughout home	Items 2 through10	In Progress

CITY of BREA

Communication
September 16, 2025
Item No. 6C.

Encroachment, Maintenance, and Restoration Agreement for Main Event at 245 W. Birch St.

TO	PREPARED BY
Honorable Mayor and City Council Members	Bryan Hong, Assistant City Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the Encroachment, Maintenance, and Restoration Agreement for Main Event at 245 W. Birch St.;
2. Authorize the City Manager to execute the Encroachment, Maintenance, and Restoration Agreement and any non-monetary contract amendments and ancillary documents required for implementation of the Encroachment, Maintenance, and Restoration Agreement; and
3. Authorize the City Clerk to record the Encroachment, Maintenance, and Restoration Agreement.

BACKGROUND/DISCUSSION

On May 13, 2025, the Planning Commission approved Plan Review Number PR 2025-01 to construct building facade improvements for a new indoor recreational facility, Main Event, located at 245 W. Birch St. (see Attachment A for location map). At the same meeting, the Planning Commission also approved Conditional Use Permit No. 2025-02 to allow on-site sale and consumption of beer, wine and distilled spirits in conjunction with a restaurant and Conditional Use Permit No. 2025-03 to establish a comprehensive sign program for the proposed facility. Plan Review Number PR 2025-01 included a Condition of Approval for the Applicant to enter into an Encroachment, Maintenance, and Restoration Agreement (Agreement) for all proposed private improvements located within the City's public right-of-way. The proposed private improvements include a grease interceptor and associated sewer infrastructure, a rotating sign and pole, and existing canopies that encroach into the City's right-of-way. See Attachment B for exhibits showing the proposed private improvements.

The proposed improvements were subsequently reviewed and approved by City staff under corresponding building permits, with the condition that the Applicant enters into the Agreement. The Applicant desires to enter into the Agreement to implement the aforementioned Condition of Approval for the project. This Agreement serves to identify the rights and obligations of the Applicant concerning the installation, maintenance, and repair of the proposed private improvements, as well as the City's rights to access its sidewalk, facilities, and right-of-way for repair, maintenance, and other municipal purposes. See Attachment C for the Agreement the Applicant has executed. The City Attorney and Engineering Division staff have reviewed and approved to form of this Agreement. The Agreement requires that the Applicant provide a removal and restoration of improvements bond of $46,094.50.

FISCAL IMPACT/SUMMARY

There is no impact to the General Fund resulting from acceptance of this Agreement.

Attachments

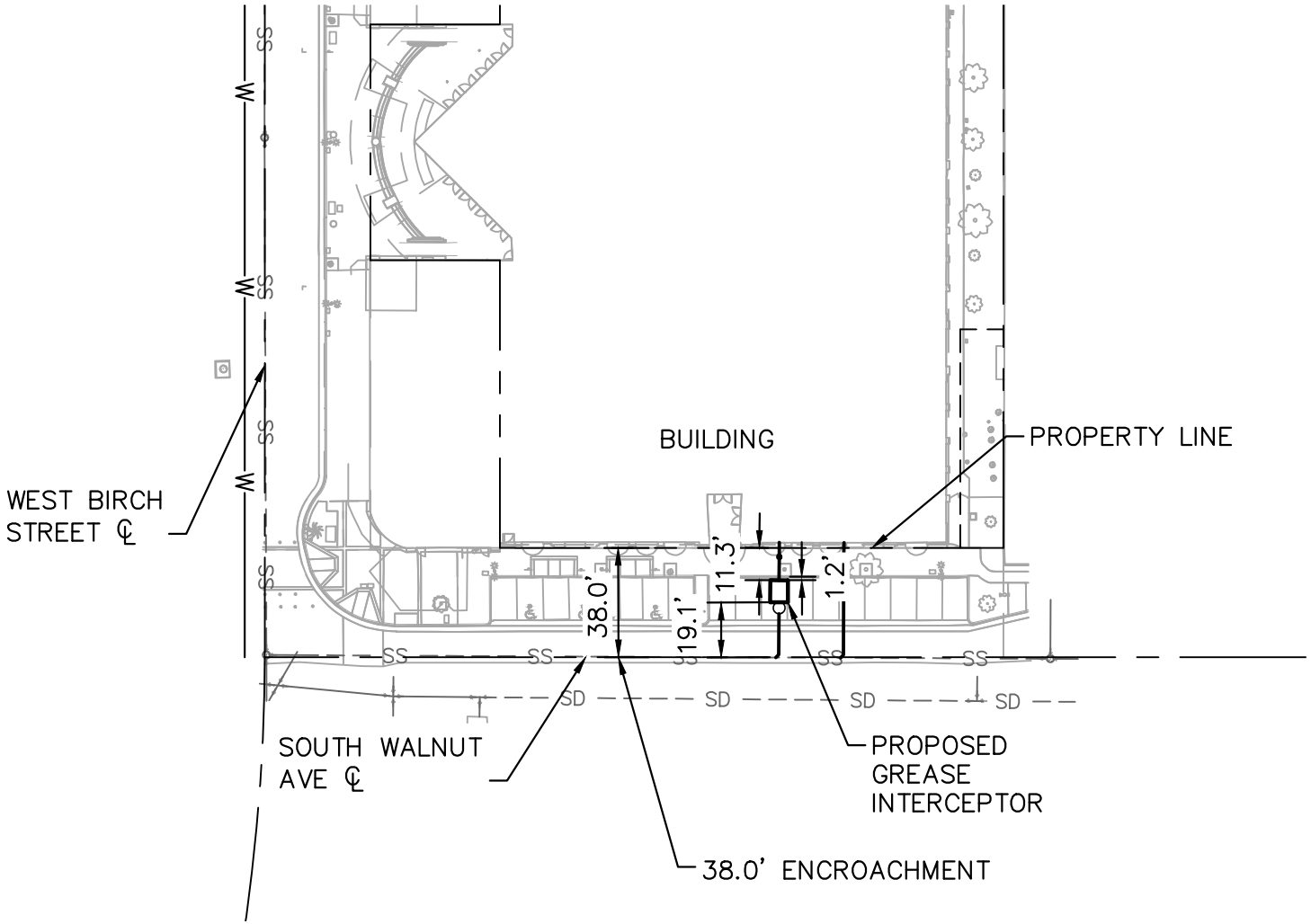
Attachment A - Location Map.pdf

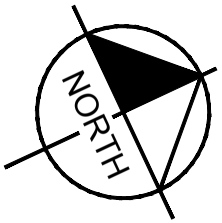
Attachment B - Exhibits.pdf

Attachment C - Agreement.pdf



Attachment A
Location Map

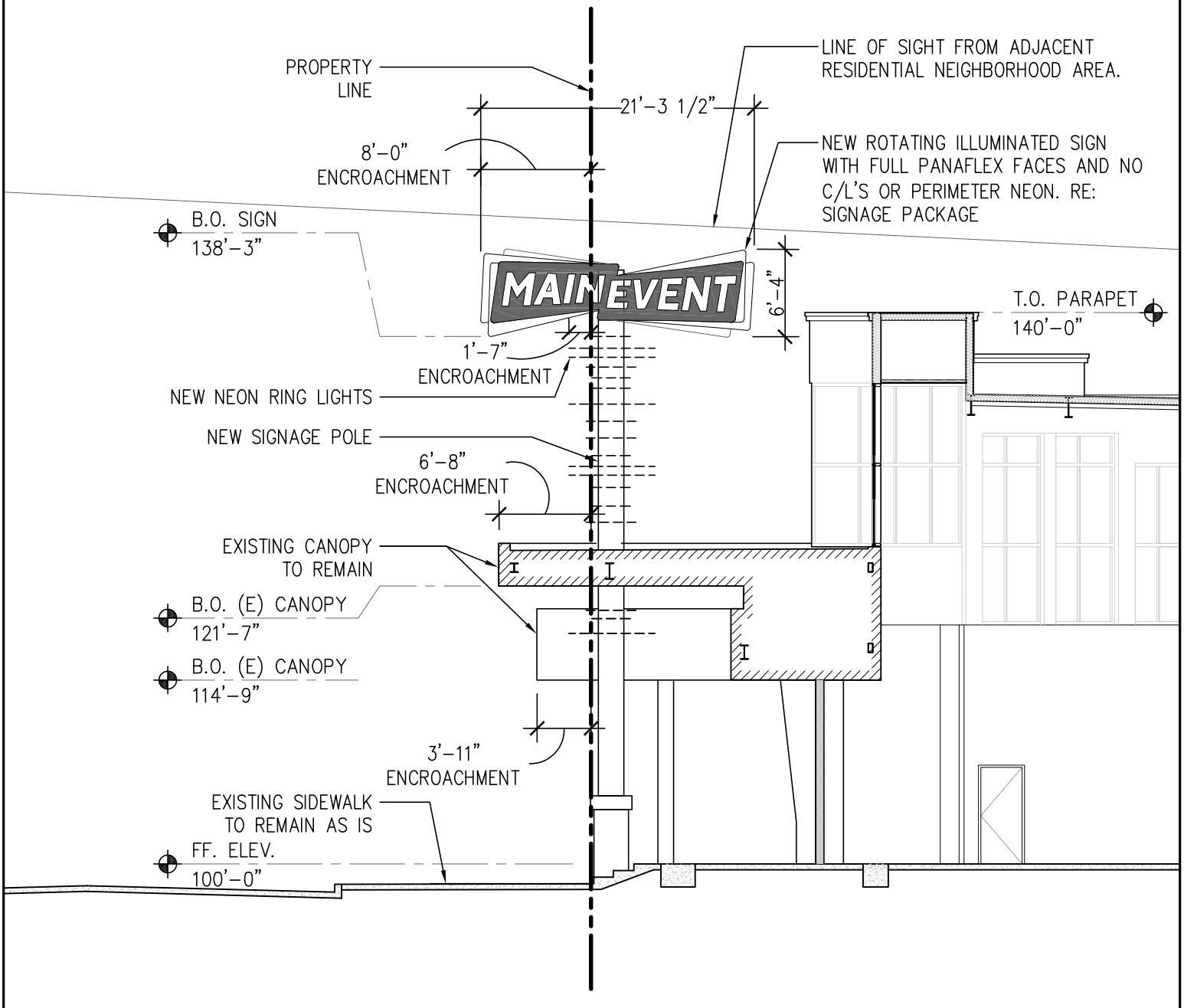




GRAPHIC SCALE IN FEET

0 30 60 120

LOCATION: CITY OF BREA	BREA MAIN EVENT – GREASE INTERCEPTOR IN R.O.W. EXHIBIT	DATE: 7/21/2025
ADDRESS: 245 W. BIRCH STREET, BREA CA 92821	Kimley»Horn 3801 UNIVERSITY AVENUE, SUITE 300 RIVERSIDE, CA. 92501	SCALE: 1"=60'



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6201 CAMPUS CIRCLE DR E
IRVING, TEXAS 75063
TEL: 972.870.1288
WWW.IDSTUDIO4.COM

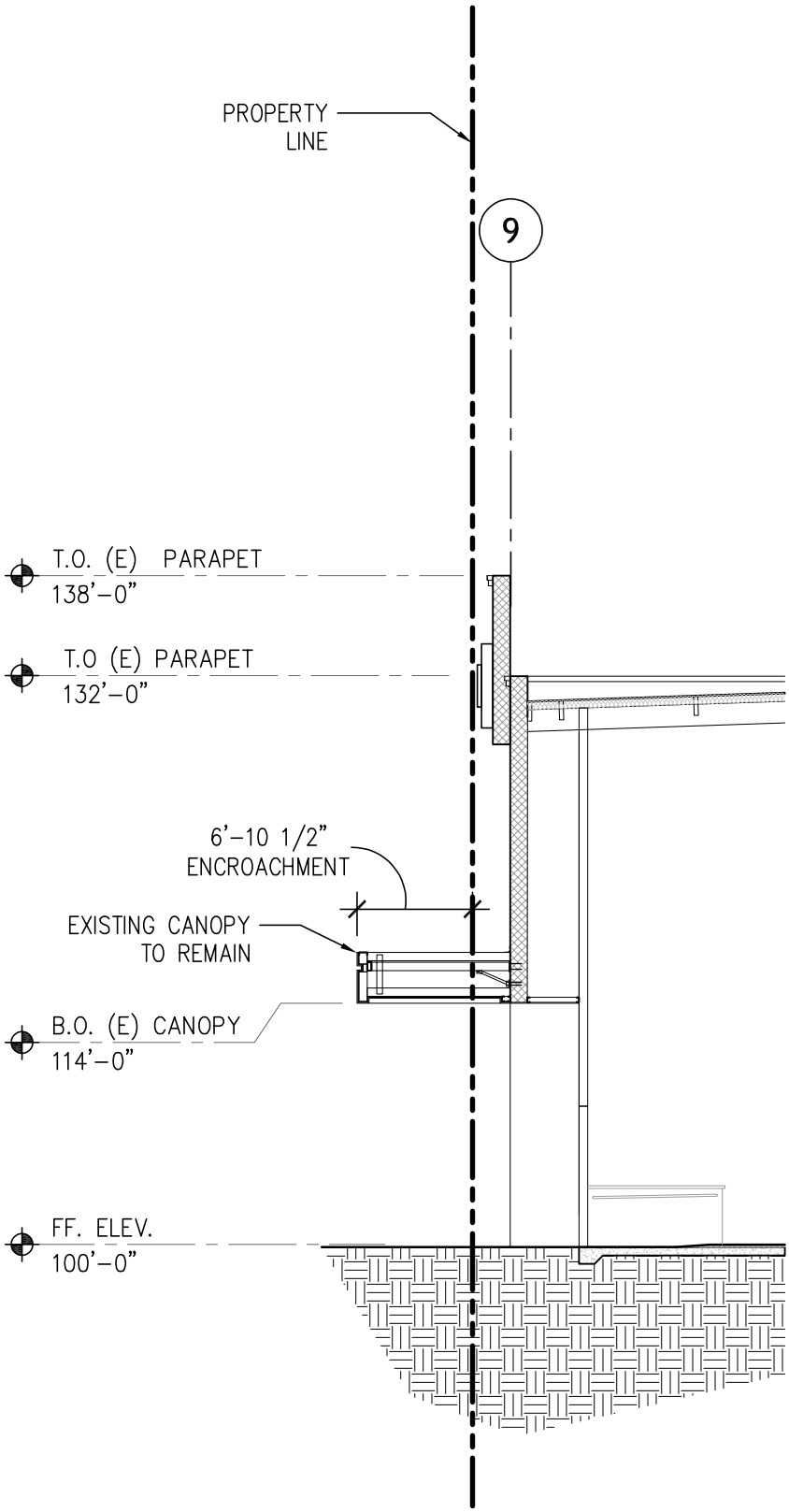
MAIN EVENT
MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821

CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

FRONT FACADE SECTION EXHIBIT

SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



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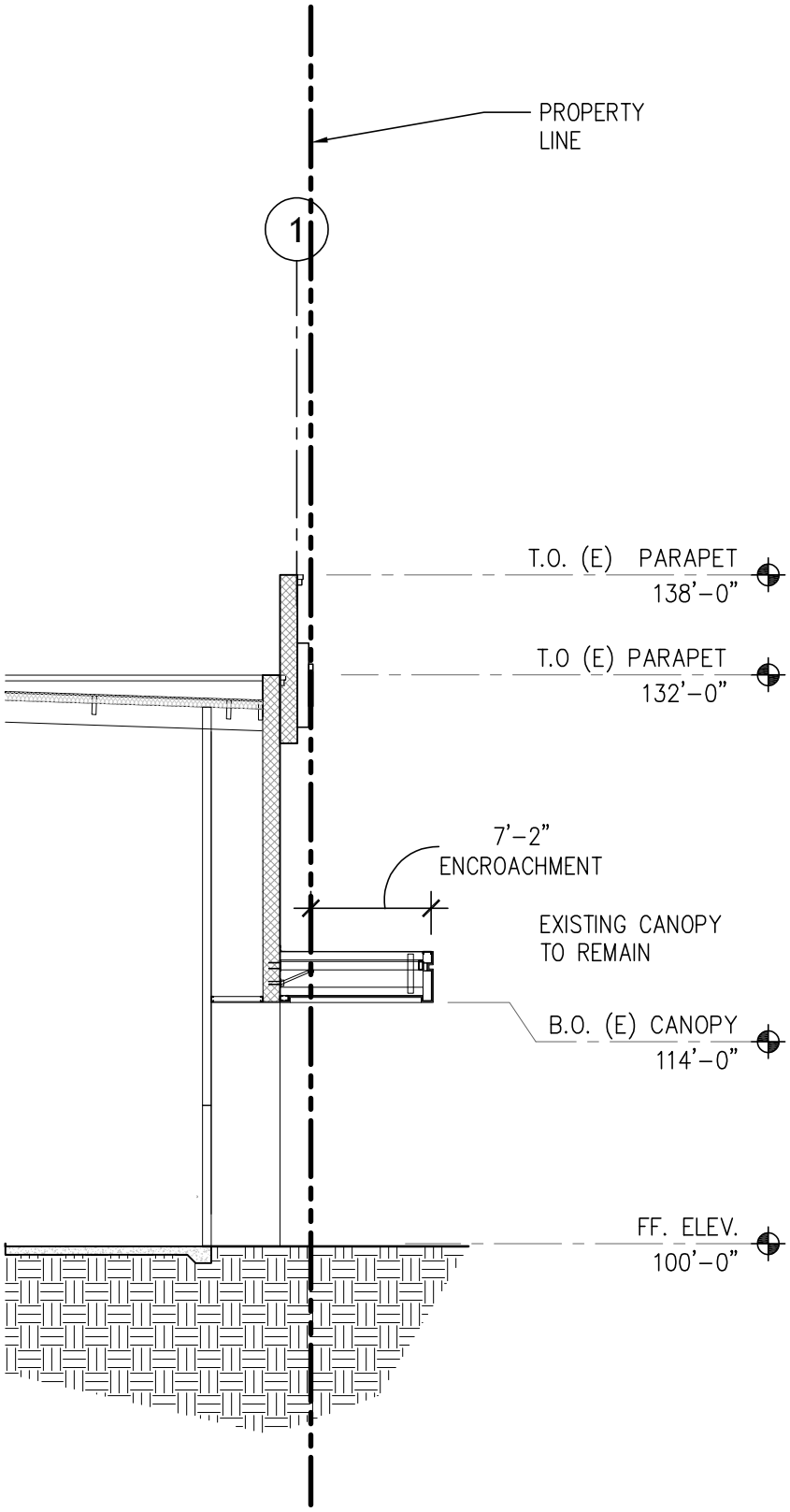
MAIN EVENT
MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821

CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

WEST FACADE SECTION
EXHIBIT

SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



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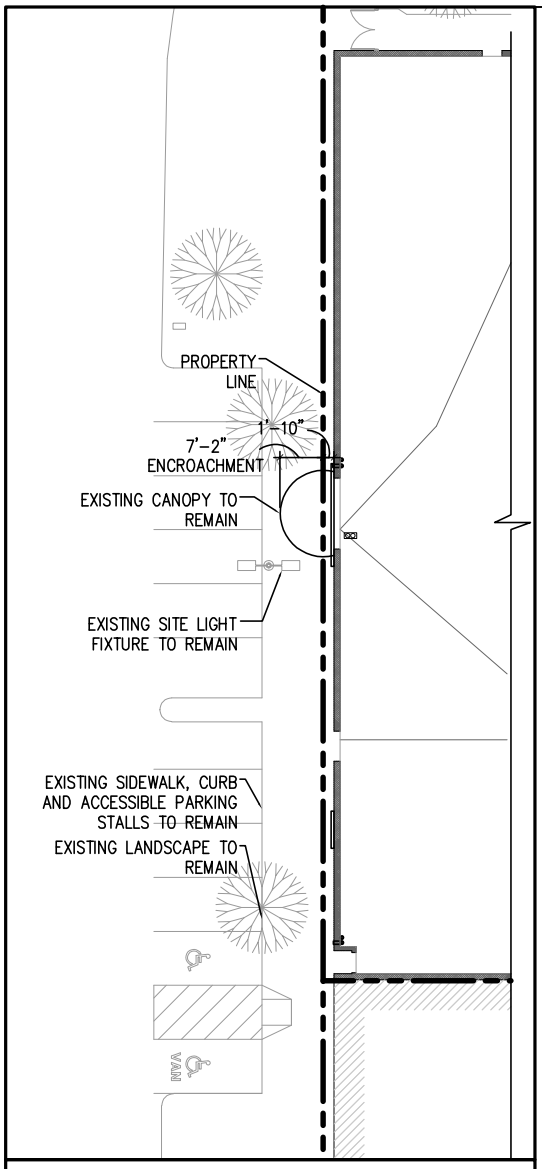
MAIN EVENT
MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821

CLIENT: MAIN EVENT ENTERTAINMENT

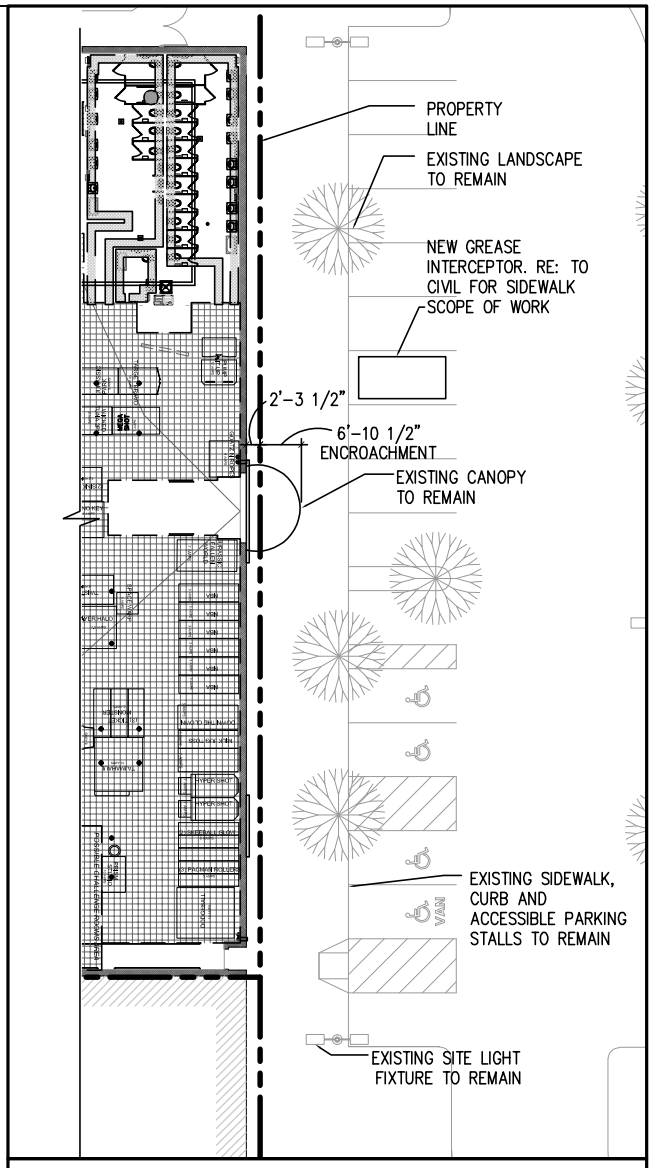
DRAWING NAME:

EAST FACADE SECTION
EXHIBIT

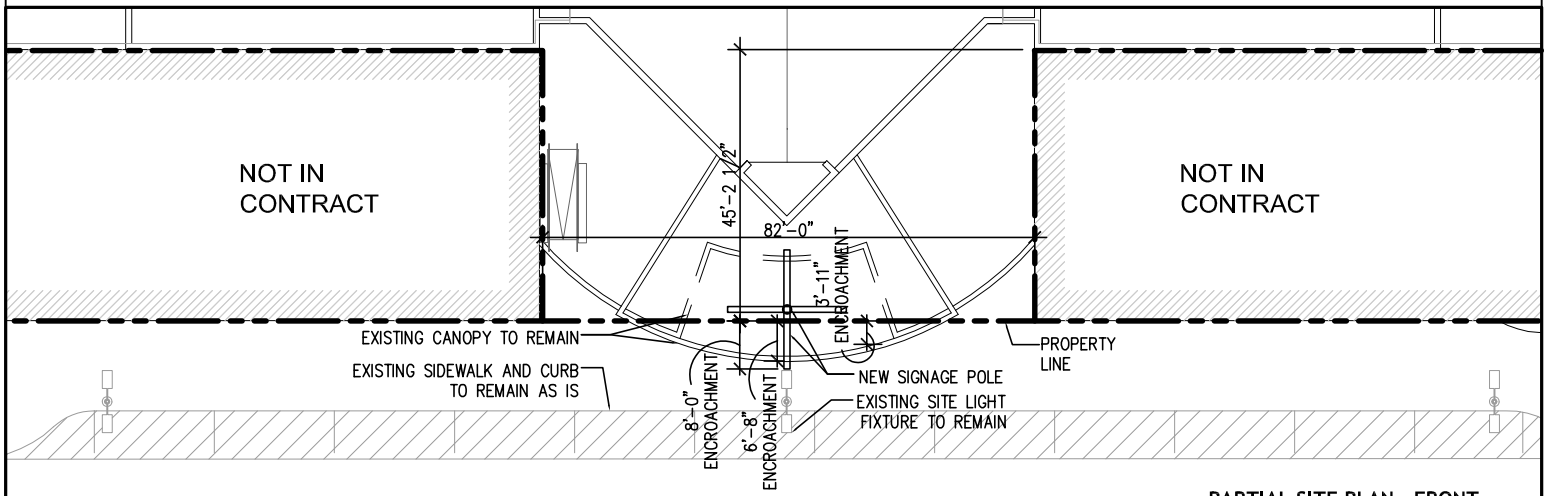
SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



PARTIAL SITE PLAN - WEST



PARTIAL SITE PLAN - EAST



PARTIAL SITE PLAN - FRONT

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MAIN EVENT
MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821

CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

SITE PLAN EXHIBIT

SCALE: 1/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:

Recording requested by:
CITY CLERK, CITY OF BREA

When recorded return to:
CITY CLERK
CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CA 92821

SEND CONFORMED COPY TO:
SAME AS ABOVE

Free Recording requested per
Gov't Section 6103.

(Space Above For Recorder's Use)

ENCROACHMENT, MAINTENANCE AND RESTORATION AGREEMENT

THIS ENCROACHMENT, MAINTENANCE AND RESTORATION AGREEMENT ("Agreement") is made this _____ day of _____, 2025, by and between MF Entertainment, L.L.C., a California limited liability company ("Owner"), and the City of Brea, a municipal corporation ("City"). Owner and City are sometimes referred to collectively herein as the "Parties".

RECITALS

A. Owner is the owner of that certain real property identified as Assessor's Parcel No. 296-362-25, and the common street address of 245 W. Birch St., City of Brea, County of Orange, State of California 92821, on which a former movie theater building is situated ("Building" sometimes herein), all as more particularly described and depicted in Parcel Map No. 96-177 attached as Exhibit "A" hereto ("Property").

B. Owner has submitted plans and a building permit application to (i) install a grease interceptor and associated sewer laterals on the east side of the Building; and, (ii) construct a rotating sign and pole on the south side of the Building. The foregoing grease interceptor, sewer laterals, rotating sign and pole, together with existing canopies located at various locations around the Building, constitute encroachments into City's right of way and are sometimes collectively referred to herein as the "Improvements." These Improvements are more particularly described and depicted in Exhibit "B" and attached hereto. The grease interceptor and sewer laterals will encroach up to thirty-eight feet (38') into the public right of way. The existing canopies encroach up to seven feet, two inches (7'-2") into the public right of way. The rotating sign and pole will encroach up to eight feet (8') into City's right of way.

C. City is the owner of a thirty-eight foot (38') wide right of way (as measured from the centerline of Birch Street, fronting the east side of the Building. The City right of way, including affected City sidewalks, are sometimes collectively referred to hereinafter as the "Right of Way." Due to the Property being located in the City's original downtown area, there may be City utility lines, pipelines and/or other City infrastructure ("City Facilities") located under or within City sidewalk areas and/or other portions of the Right of Way, the specific locations of which may be

unknown. During the term of this Agreement, it may be necessary for City to access sidewalk areas and/or other Right of Way where City Facilities are located, for repair, maintenance, replacement, abandonment, or other municipal purposes. Owner's construction, installation, and/or maintenance of the Improvements within the Right of Way will interfere with City's ability to access some or all of the City Facilities therein or thereunder, for any of the foregoing purposes.

D. In this Agreement, Owner and City desire to set forth their respective rights and obligations with respect to Owner's installation, maintenance, and repair of the Improvements, and City's right to access the Right of Way, and/or the City Facilities, for repair, maintenance, replacement, abandonment, or other municipal purposes.

AGREEMENT

NOW, THEREFORE, in furtherance of the foregoing Recitals, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and City hereby agree as follows:

1. **Location and Description of the Sidewalk, Right of Way, and Improvements**. Owner acknowledges and agrees that the Right of Way, within or under which City Facilities may be located, are located, comprised and described as set forth in the Recitals, and are generally depicted in Exhibit "A" (Property) attached hereto.

2. **City's Right of Entry**. Owner grants to City the perpetual right to enter any and all exterior portions of the Property, day or night as reasonably necessary, and at no cost to City, in order to maintain, repair and/or replace any portion of the Right of Way and/or City Facilities therein or thereunder, and to exercise and enforce any other express or implied rights appurtenant to City's ownership of the Right of Way, and otherwise as granted to City by this Agreement or applicable law.

3 **Installation, Maintenance and Repair of Improvements; Prohibited Improvements**. Owner Parties shall be solely responsible for installing, repairing, restoring, reconstructing, and maintaining the Improvements, in good, safe and undamaged condition, and in compliance with all applicable laws. City grants to Owner Parties the right to enter into and upon the Right of Way from time to time for the purposes of inspecting, maintaining, repairing, and replacing, in their original locations as depicted in the Exhibits hereto, the Improvements, in accordance with this Agreement; provided, however, that, unless City's written approval is first obtained, Owner Parties shall not: (a) enter the Right of Way while City conducted maintenance, repair, or replacement of any of the Right of Way or City Facilities thereunder is occurring; or (b) dig, trench, grade, construct, install or place any "unauthorized improvements" within, under, over, or upon any portion of the Right of Way, except as expressly authorized herein. "Unauthorized improvements" consist of: any expansion of the area occupied by the Improvements; any alteration or removal of, or installation of any structure upon any portion of any Right of Way, including any City sidewalk; any modification of any of the Improvements; any excavation, drilling, addition of block wall, fixed planter, retaining wall, footing, column, or similar type permanent structures upon or within the Right of Way; and any other improvements not expressly authorized by City issued entitlements, permits, or other written consent. All maintenance and repair of the Improvements shall be conducted so as to avoid any interference with City's use of the Right of Way.

4. **Restoration Bond and Removal of Improvements.** Prior to commencing construction of any of the Improvements at ground level within the Right of Way, Owner Parties shall provide a removal and restoration bond, cash deposit or letter of credit, satisfactory to the City Attorney, in the amount of $46,094.50, to ensure removal of such Improvements and restoration of the Right of Way. Not less than 30 days prior to removing any or all of such Improvements, Owner shall notify the Public Works Director, or designee, in writing, and shall provide a written plan for such removal, and restoration of the Right of Way to its original condition. Owner shall not commence removal of any of the Improvements prior to receiving the Public Works Director's written approval, and issuance of any required permits. Thereafter, Owner shall proceed with removal of the affected Improvements, including any required sidewalk restoration, in strict compliance with the approved plan, any required permits, and instructions from the Public Works Director.

5. **Insurance and Indemnity.** Within 10 business days of the recordation of this Agreement, and prior to any entry into or upon the Right of Way to perform any installation, construction, maintenance or repair activity with respect to the Improvements, Owner Parties shall provide City with proof of having obtained commercial general liability insurance in such form and with such limits as set forth in Exhibit "C" attached hereto and incorporated by reference herein. Such insurance shall name City, its elected officials, officers, employees, agents, and contractors as additional insureds (collectively, "Additional Insureds"), and waiving the right of subrogation against all of the Additional Insureds. Owner Parties shall maintain all required insurance at all times this Agreement remains in effect, unless otherwise agreed to in writing by City's Risk Manager.

To the maximum extent permitted by law, Owner shall defend and pay actual attorneys' fees, indemnify and hold the Additional Insureds free and harmless with respect to any and all claims, liabilities, losses, and legal actions arising out of the acts, omissions, or willful misconduct of Owner and/or any of Owner's officers, employees, lessees, invitees, agents or contractors ("Owner Parties") in connection with or related to the performance of rights granted or obligations imposed by this Agreement including acts or omissions related to installation, maintenance, repair, use or replacement of any of the Improvements. Owner's indemnification obligation herein shall apply to and require payment by Owner for any and all damage to City Facilities caused by any of the Owner Parties. Owner's foregoing indemnity obligations shall not apply to claims and liabilities to the extent arising out of the willful misconduct or gross negligence of any of the Additional Insureds.

6. **Liens and Stop Notices.** Owner shall keep all Right of Way areas free of any liens and/or stop notices, shall promptly remove or cause the release of any liens and/or stop notices placed thereon due to any actions of Owner, Owner's agent, any lessee of the Property, or any person or entity acting on Owner's behalf, and shall indemnify, defend and hold City harmless with respect to any and all liability, loss and/or expense associated with any such liens or stop notices including payment of actual attorneys' fees.

7. **Maintenance and Repair of the City Facilities**.

a. Owner acknowledges and understands that City's maintenance, repair, and/or replacement of the Right of Way and/or the City Facilities therein or thereunder will likely result in damage to or destruction of some or all of the Improvements. In consideration of

being permitted to install and maintain the Improvements within and/or upon the Right of Way, Owner expressly assumes all risks, and waives and releases in advance, and agrees, to the fullest extent permitted by law, to defend, indemnify and hold City and its officials, officers, employees, contractors and agents, free and harmless with respect to, any and all claims, liabilities, losses, and/or causes of action asserted under any theory of recovery, arising out of or related to any damage to or destruction of any of the Improvements occurring as a result of City's maintenance, replacement, removal and/or repair of any of the Right of Way, and/or the City Facilities, except to the extent caused by City's or City's contractor's intentional misconduct or gross negligence.

b. Except where the public health and safety require immediate action by City, as determined by the Public Works Director or designee, City shall provide Owner with at least 30 days' advance written notice of City's intent to perform any maintenance, repair, removal or replacement of any portion of the Right of Way or the City Facilities, that will likely require removal, alteration, damage to or destruction of any of the Improvements. After the foregoing notice has been provided to Owner, City may remove any portion of the Improvements not removed by Owner, as deemed by the Public Works Director to be necessary in order to access, repair, remove, and/or replace any portion of the Right of Way or the City Facilities.

c. After completion of such work, and unless otherwise agreed upon in writing, City shall reasonably restore the affected area to its condition as existed prior to installation of the affected Improvements. City shall have no obligation to replace any Improvement consisting of a canopy or sign, or any landscaping, or to dispose of removed portions of the Improvements or other resulting construction debris. City will have no responsibility other than to endeavor to provide telephonic notice to Owner's representative in the event any Improvement consisting of a sign or canopy will be left unattended. In the event of any damage to the Improvements, other than damage caused by City's or City's contractor's intentional misconduct or gross negligence, City shall have no responsibility for such damage or to repair or replace any of the Improvements, except as provided herein, and Owner, at its cost and expense, shall be solely responsible for repairing or replacing the Improvements.

8. **Term and Termination.** The term of this Agreement shall commence upon its mutual execution, and shall continue in effect unless and until terminated as provided herein.

a. Termination for Breach. Either Party may terminate this Agreement for default and without further notice upon the defaulting party's failure to cure such default within 30 days following service of a notice to cure. If terminated by City for Owner's breach, Owner shall promptly remove the Improvements if requested by City, at Owner's sole cost and shall restore any affected Right of Way to its previous condition, reasonable wear and tear excepted.

b. Termination by the City for Public Purpose. City may terminate this Agreement and require removal or relocation of any of the Improvements when deemed necessary by City for any public purpose as determined by City's City Council in its absolute discretion, by providing the Owner with not less than 90 days' prior, written notice of termination. In such event, City will reimburse Owner for the reasonable, documented costs incurred in removing the Improvements and restoring the Right of Way to its original condition, reasonable wear and tear excepted. City shall have no responsibility or liability for loss of use of any of the Improvements, lost profits, or any other cost or expense.

9. **Reservation of Rights.** This Agreement supplements, and in no way shall be deemed to affect the rights of City set forth in or arising from, Brea Planning Commission Resolution Nos. PC 2025-11 (conditions of approval), PC 2025-12 (comprehensive sign program), and PC No. 2025-13 (façade improvements). Nothing herein shall affect or restrict the City's rights of eminent domain.

10. **Compliance With Laws**. The Parties shall at all times comply fully with all applicable laws, ordinances, rules, codes, regulations, and permit requirements in connection with the exercise of rights and performance of obligations imposed by this Agreement.

11. **Waiver**. The failure of either of the Parties or their successors to enforce any of the terms and provisions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.

12. **Construction**. Wherever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter.

13. **Notices**. All notices required by this Agreement shall be given in writing and shall be delivered personally, by first class mail, with postage pre-paid, or by a reputable overnight delivery service. Notices shall be considered given on the earlier of (a) receipt, if personally delivered or express mailed to the addressee, or to a partner or an officer of the addressee if the addressee is a partnership or corporation, or (b) 48 hours following deposit in the United States mail. Notices shall be given at the following addresses:

If to City:	City of Brea Attn: City Manager 1 Civic Center Circle Brea, CA 92821	If to Owner:	MF Entertainment, L.L.C. Attn: Dwight Manley 330 W. Birch St. Suite E-201 Brea, CA 92821

14. **Incorporation of Exhibits**. Exhibits "A", "B" and "C" to this Agreement are incorporated herein by this reference as if fully set forth herein.

15. **Binding on Successors; Terms Incorporated in Declaration**. The rights granted herein constitute a revocable license. The provisions of this Agreement shall run with the land and are established in accordance with Civil Code Section 1468, as same may be amended from time to time, for the benefit of and to be binding upon any and all owners of the Property and the Right of Way, including, without limitation, Owner and City, and the successors, assignees and grantees, and lessees of all or any portion of the Property or interests therein affected hereby. Owner shall provide a copy of this Agreement to any potential purchasers and or current lessees, and future lessees prior to entering any related sales agreement or lease.

16. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of Owner and City, and their successors, and may not be enforced by any third party.

17. **Recordation of Agreement**. Any of the Parties may cause this Agreement or a memorandum thereof to be recorded in the Office of the County Recorder of Orange County, California.

18. **Attorneys Fees.** The prevailing party in any legal action brought for breach, or to enforce any provisions of this Agreement, shall be entitled to recover its reasonable attorneys' fees and all costs of litigation.

19. **Governing Law and Venue**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California, and without regard for its conflicts of laws principles. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Orange, California.

20. **Entire Agreement**. This Agreement (and attached Exhibits) constitutes the entire and integrated contract between the Parties concerning the subject matter herein. This Agreement supersedes all prior oral and written negotiations, representations, and agreements related to the subject matter herein. This Agreement may only be amended except in writing signed by the Parties that expressly refers to this Agreement. The provisions of this document shall govern over any conflicting provisions of any Exhibit hereto.

21. **Counterpart Execution**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

MF ENTERTAINMENT, L.L.C.

By: _____

Print Name: CHRISTIAN BRIGGS

Title: MANAGER

By: _____

Print Name: _____

Title: _____

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

CITY OF BREA, a municipal corporation

BY:_____

Title: _____

ATTEST:

_____
City Clerk of the City of Brea, California

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Orange }

On September 2, 2025 before me, Christie Leigh Breazeale, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Christian Briggs
Name(s) of Signer(s)

,

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

CHRISTIE LEIGH BREAZEALE
Notary Public - California
Orange County
Commission # 2483056
My Comm. Expires Feb 26, 2028

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

WITNESS my hand and official seal.

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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EXHIBIT "A"
PARCEL MAP

300 45

SHEET 1 OF 4 SHEETS
12 NUMBERED PARCELS,
2 LETTERED PARCELS
12.54 ACRES
ALL OF T.P.M. 96-177
DATE OF SURVEY: SEPTEMBER, 1996
BLOCK: 6449
MODULE: 19

PARCEL MAP NO. 96-177

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

BEING A SUBDIVISION OF ALL OF PARCEL MAP NO. 91-216, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA PER MAP RECORDED IN BOOK 292 PAGES 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

HALL & FOREMAN, INC. JON E. SOLLIE, L.S. 5749
DECEMBER, 1996

ACCEPTED AND FILED AT THE REQUEST OF
Continental Lawyers Co.
DATE May 28, 1998
TIME 1:58 pm FEE$ 13.00
INSTRUMENT # 19980320610 PM
BOOK 300 PAGE 45-48
GARY L. GRANVILLE
COUNTY CLERK-RECORDER
BY _____ DEPUTY

OWNERSHIP STATEMENT

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

WE HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES: SOUTH BREA BOULDEVARD, SOUTH WALNUT AVENUE, SOUTH MADRONA AVENUE, WEST ASH STREET AND WEST BIRCH STREET.

EDWARDS THEATERS CIRCUIT, INC., A CALIFORNIA CORPORATION

BY: _____ ITS Executive Vice President
LAWRENCE DAVIDSON

BREA CENTER ASSOCIATES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY:
WH BREA LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP,
ITS GENERAL PARTNER

BY:
WATT FAMILY PROPERTIES, INC.
SUCCESSOR TO
WH BREA, INC., A CALIFORNIA
CORPORATION, ITS GENERAL PATNER

BY: _____
ITS: President
JAMES J. MAGINN, PRESIDENT

BREA REDEVELOPMENT AGENCY, A PUBLIC ENTITY

BY: Lynn Daucher
LYNN DAUCHER, CHAIRPERSON

BY: _____
FRANK BENEST, EXECUTIVE DIRECTOR-SECRETARY

BREA REDEVELOPMENT AGENCY BENEFICIARY UNDER DEED OF TRUST RECORDED AUGUST 18, 1998 AS INSTRUMENT NO. 98-0422404, OF OFFICIAL RECORDS.

BY: Lynn Daucher
LYNN DAUCHER, CHAIRPERSON

BY: _____
FRANK BENEST, EXECUTIVE DIRECTOR-SECRETARY

BREA CENTER ASSOCIATES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP BENEFICIARY UNDER DEED OF TRUST RECORDED AUGUST 18, 1998 AS INSTRUMENT NO. 98-0422407 OF OFFICIAL RECORDS.

BY:
WH BREA LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP,
ITS GENERAL PARTNER

BY:
WATT FAMILY PROPERTIES, INC.
SUCCESSOR TO
WH BREA, INC., A CALIFORNIA
CORPORATION, ITS GENERAL PATNER

BY: _____
ITS: President
JAMES J. MAGINN, PRESIDENT

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENT AND COUNTY TREASURER-TAX COLLECTOR CERTIFICATE.
SEE SHEET 3 FOR SIGNATURE OMISSIONS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BREA REDEVELOPMENT AGENCY IN JANUARY, 1997. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____ 3/4/98
JON E. SOLLIE, L.S. 5749 DATE
LICENSE EXPIRES: 12/31/99

CITY ENGINEER'S STATEMENT

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

DATED THIS 9th DAY OF MARCH 1998

PHILLIP A. WRAY
CITY ENGINEER OF BREA

BY _____
R.C.E. #38971
MY REGISTRATION EXPIRES: 3/31/2001

CITY CLERK'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON THE 17th DAY OF March 1998 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC THE DEDICATION FOR STREET PURPOSES OF: SOUTH BREA BOULEVARD, SOUTH WALNUT AVENUE, SOUTH MADRONA AVENUE, WEST ASH STREET AND WEST BIRCH STREET.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THOSE STREETS AND EASEMENTS WITHIN THE BOUNDARIES OF THIS MAP WHICH WERE AQUIRED BY THE CITY OF BREA PER PARCEL MAP NO. 91-216 FILED IN BOOK 292 PAGES 20 AND 21 OF PARCEL MAPS, NOT SHOWN ON THIS MAP.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE EASEMENTS FOR ROAD PURPOSES AS RESERVED IN DEEDS RECORDED AUGUST 18, 1998 AS INSTRUMENT NOS. 98-422403, 98-422405 AND 98-422406 AND RERECORDED OCTOBER 7, 1998 AS INSTRUMENT NOS. 98-510715 AND 98-510716, ALL OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

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

DATED THIS 17th DAY OF March 1998

Elaine Capps
ELAINE CAPPS
CITY CLERK OF BREA

COUNTY SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS 22nd DAY OF May 1998.

Robert Jelinek
JOHN CANAS, COUNTY SURVEYOR
ROBERT JELINEK, DEPUTY COUNTY SURVEYOR

300 45

300 46

SHEET 2 OF 4 SHEETS
12 NUMBERED PARCELS,
2 LETTERED PARCELS
12.54 ACRES
ALL OF T.P.M.
96-177

PARCEL MAP NO. 96-177

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

HALL & FOREMAN, INC. JON E. SOLLIE, L.S. 5749

DECEMBER, 1996

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Los Angeles)SS

ON March 17, 1998 BEFORE ME, Phyllis J. Markey
Notary Public
PERSONALLY APPEARED ~~James J. Magner~~
PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITIES, AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Phyllis J. Markey
NOTARY PUBLIC IN AND FOR SAID STATE

PHYLLIS J. MARKEY
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY COMMISSION EXPIRES August 24, 1998

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Orange)SS

ON March 18, 1998 BEFORE ME, Elaine M. Capps
Notary Public
PERSONALLY APPEARED ~~Lawrence Davidson~~
PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITIES, AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Elaine M. Capps
NOTARY PUBLIC IN AND FOR SAID STATE

ELAINE M. CAPPS
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES 6-11-99

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Orange)SS

ON March 17, 1998 BEFORE ME, Susan W. Byhower
PERSONALLY APPEARED Lawrence Davidson
PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITIES, AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Susan W. Byhower
NOTARY PUBLIC IN AND FOR SAID STATE

SUSAN W. BYHOWER
COMM. #1065481
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Aug 14, 1999

Susan W. Byhower
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES Aug. 14, 1999

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Orange)SS

ON March 18, 1998 BEFORE ME, Elaine M. Capps
Notary Public
PERSONALLY APPEARED ~~E. Bennett~~
PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITIES, AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Elaine M. Capps
NOTARY PUBLIC IN AND FOR SAID STATE

ELAINE M. CAPPS
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES 6-11-99

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Los Angeles)SS

ON March 17, 1998 BEFORE ME, Phyllis J. Markey
Notary Public
PERSONALLY APPEARED ~~James J. Magner~~
PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITIES, AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Phyllis J. Markey
NOTARY PUBLIC IN AND FOR SAID STATE

PHYLLIS J. MARKEY
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY COMMISSION EXPIRES August 24, 1998

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

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

DATED THIS 8 DAY OF MAY 1998.

JOHN M.W. MOORLACH
COUNTY TREASURER-TAX COLLECTOR

BY: DEPUTY TREASURER - TAX COLLECTOR

300 46

NOTE: PURSUANT TO SECTION 66426(c) OF THE SUBDIVISON MAP ACT THIS MAP IS EXCLUDED FROM BEING DEFINED AS A FINAL MAP IN THAT THE LAND IS ZONED COMMERCIAL OR INDUSTRIAL.

JOB NO. 4774
PLOT FILE NO. F9617701

300 47

SHEET 3 OF 4 SHEETS
12 NUMBERED PARCELS,
2 LETTERED PARCELS
12.54 ACRES
ALL OF T.P.M.
96-177

PARCEL MAP NO. 96-177

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

HALL & FOREMAN, INC. JON E. SOLLIE, L.S. 5749

DECEMBER, 1996

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED FOR THE FOLLOWING HOLDERS OF RECORD, FOR THE FOLLOWING PURPOSES AS LISTED:

(A) PACIFIC BELL HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PER DOCUMENT RECORDED OCTOBER 26, 1994 AS INSTRUMENT NO. 94-0630937 OF OFFICIAL RECORDS.

(B) CENTURY CABLE OF SOUTHERN CALIFORNIA, INC. HOLDER OF AN EASEMENT FOR CABLE PER DOCUMENT RECORDED DECEMBER 1, 1994 AS INSTRUMENT NO. 94-0694236 OF OFFICIAL RECORDS.

(C) CITY OF BREA HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES PER PARCEL MAP NO. 91-216 RECORDED IN BOOK 292 PAGES 20 AND 21.

(D) *SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT RECORDED MARCH 28, 1997 AS INSTRUMENT NUMBER 19970136846 OF OFFICIAL RECORDS.*

~~CITY OF BREA HOLDER OF ALL VEHICULAR ACCESS RIGHTS TO SOUTH BREA BOULEVARD AS RELEASED AND RELINQUISHED PER PARCEL MAP NO. 91-216 RECORDED IN BOOK 292 PAGES 20 AND 21.~~

ONTARIO INVESTMENT COMPANY, OWNER OF ALL COAL, OIL, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED IN DEED RECORDED NOVEMBER 28, 1910 IN BOOK 194 PAGE 243 OF DEEDS.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARINGS BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3852 AND GPS NO. 3853 BEING NORTH 69°19'36" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS 83), ZONE VI, 1983 NAD, (1991.35 EPOCH OCS GPS ADJUSTMENT).
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.999993918 C.F.

300 47

JOB NO. 4774
PLOT FILE NO. F9617701

300 48

SHEET 4 OF 4 SHEETS
12 NUMBERED PARCELS,
2 LETTERED PARCELS
12.54 ACRES
ALL OF T.P.M.
96-177

PARCEL MAP NO. 96-177

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

HALL & FOREMAN, INC. JON E. SOLLIE, L.S. 5749

DECEMBER, 1996

SCALE: 1"=100'

MONUMENT NOTES

- ▲ INDICATES FD. 1" I.P., R.C.E. 30242, PER P.M. NO. 91-213, P.M.B. 285/48-49
- ● INDICATES FD. 1" I.P., R.C.E. 30242, PER P.M. NO. 91-217, P.M.B. 280/44-48, UNLESS OTHERWISE NOTED
- ■ INDICATES FD. L&T, R.C.E. 30242, PER P.M. NO. 91-217, P.M.B. 280/44-48
- ○ INDICATES 1" I.P. L.S. 5749, SPK & W. L.S. 5749, OR LEAD & TACK L.S. 5749 TO BE SET

CURVE DATA

Number	Delta	Radius	Length	Tangent
1	13°11'30"	667.72	153.74	77.21
2	46°19'20"	65.00	52.55	27.81
3	51°09'46"	15.00	13.39	7.18
5	50°47'08"	115.00	101.93	54.59
6	13°01'14"	667.72	151.74	76.20
7	00°10'16"	667.72	2.00	1.00

TANGENT TABLE

Number	Bearing	Distance
L1	N25°04'48"E	45.00
L2	N25°04'44"E	45.00
L3	N64°55'16"W	21.84
L4	N67°53'51"E	5.68
L5	N25°04'52"E	60.67
L6	N64°55'08"W	27.43
L7	N64°55'16"W	2.67

Number	Bearing	Distance
L9	N64°55'16"W	171.52
L10	N51°43'38"W	69.06
L12	N16°13'34"W	6.20
L13	N25°04'44"E	31.66
L14	N25°04'52"E	60.00
L15	N64°55'16"W	37.85
L16	N64°55'16"W	76.36
L17	N25°04'52"E	115.17

SEE SHEET NO. 3 FOR BASIS OF BEARINGS AND DATUM STATEMENT

NOTE

PARCELS "A" AND "B" ARE OPEN SPACE AND NOT SEPARATE BUILDING SITES

PARCEL "B" RESERVED HEREON BY THE BREA REDEVELOPMENT AGENCY FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF PARCEL 7 AND PARCEL MAP NO. 91-217 P.M.B. 280/44-48

⚠ INDICATES EXISTING EASEMENTS LISTED UNDER SIGNATURE OMISSIONS ON SHEET 3

1" I.P. L.S. 5749, SPK. & W. L.S. 5749, OR LEAD & TACK, L.S. 5749 TO BE SET AT ALL PARCEL CORNERS

PARCEL A 0.60 AC.
PARCEL 7 1.26 AC.
PARCEL B 0.26 AC.
PARCEL 6 0.23 AC.
PARCEL 8 0.15 AC.
PARCEL 9 0.33 AC.
PARCEL 10 0.32 AC.
PARCEL 11 0.35 AC.
PARCEL 12 0.34 AC.
PARCEL 3 1.22 AC.
PARCEL 4 0.10 AC.
PARCEL 5 0.10 AC.
PARCEL 2 1.46 AC.
PARCEL 1 1.98 AC.

SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"
SEE DETAIL "D"

(BLANKET EASEMENT RESERVED OVER PARCEL B FOR THE BENEFIT OF PARCEL 7)

20' WIDE RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCELS 10 AND 11 RESERVED HEREON

FD. 1" I.P. RCE 30242 PER PM 91-214, PMB 286/49-50

FD. 1" I.P. RCE 30242 PER PM 91-215 PMB 286/22-23

FD. SPK. & W. RCE 20206 PER R.S. 90-1169, R.S.B. 135/1-4, F.B. C6/120

FD. SPK. & W. RCE 20206 PER R.S. 90-1169, R.S.B. 135/1-4, F.B. C6/121

FD. SPK. & W. RCE 20206 PER R.S. 90-1169, R.S.B. 135/1-4 & F.B. C6/122

FD. 1" I.P. PER P.M. 91-216 P.M.B. 282/20-21

FD. PUN. BRASS DISK IN WELL MON., DN. 11" R.C.E. 9851, F.B. C6/123

FD. SPK & W. RCE 20206 PER F.B. C6/10

GPS #3853 FOUND PUNCHED SPIKE & WASHER STAMPED "RCE 20206" FLUSH AT THE APPARENT CENTERLINE INTERSECTION OF BIRCH STREET AND FLOWER AVENUE, IN THE CITY OF BREA PER CETB C-6 PAGE 5.

N2281462.986
E6061982.184

BASIS OF BEARINGS

GPS #3852 FOUND 2 1/2" PUNCHED CITY OF BREA BRASS CAP STAMPED "RCE 9851" DN. 0.8' IN TRIANGULAR WELL MONUMENT LOCATED IN THE WESTBOUND LANE OF BIRCH STREET ACROSS FROM THE NORTHWEST CORNER OF THE BREA CIVIC CENTER PROPERTY, IN THE CITY OF BREA PER CETB C-3 PAGE 83, P.M. 193/32-33, PM 224/34-38.

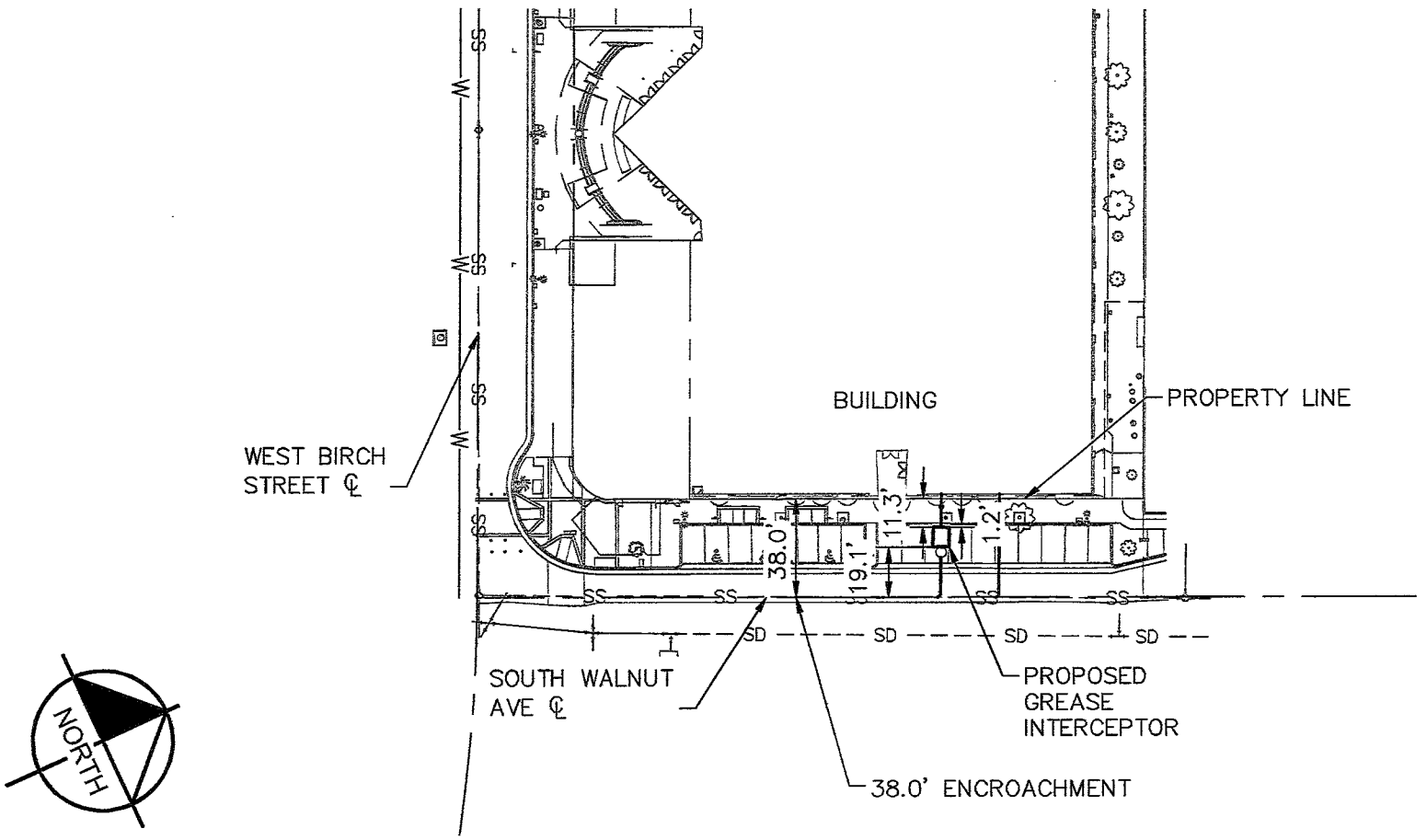
N2281490.165
E6064278.600

ORANGE AVENUE
FLOWER AVENUE
SOUTH BIRCH STREET
SOUTH WALNUT AVENUE
SOUTH MADRONA AVENUE
WEST ASH STREET
SOUTH BREA BOULEVARD

JOB NO. 4774
PLOT FILE NO. F9617704

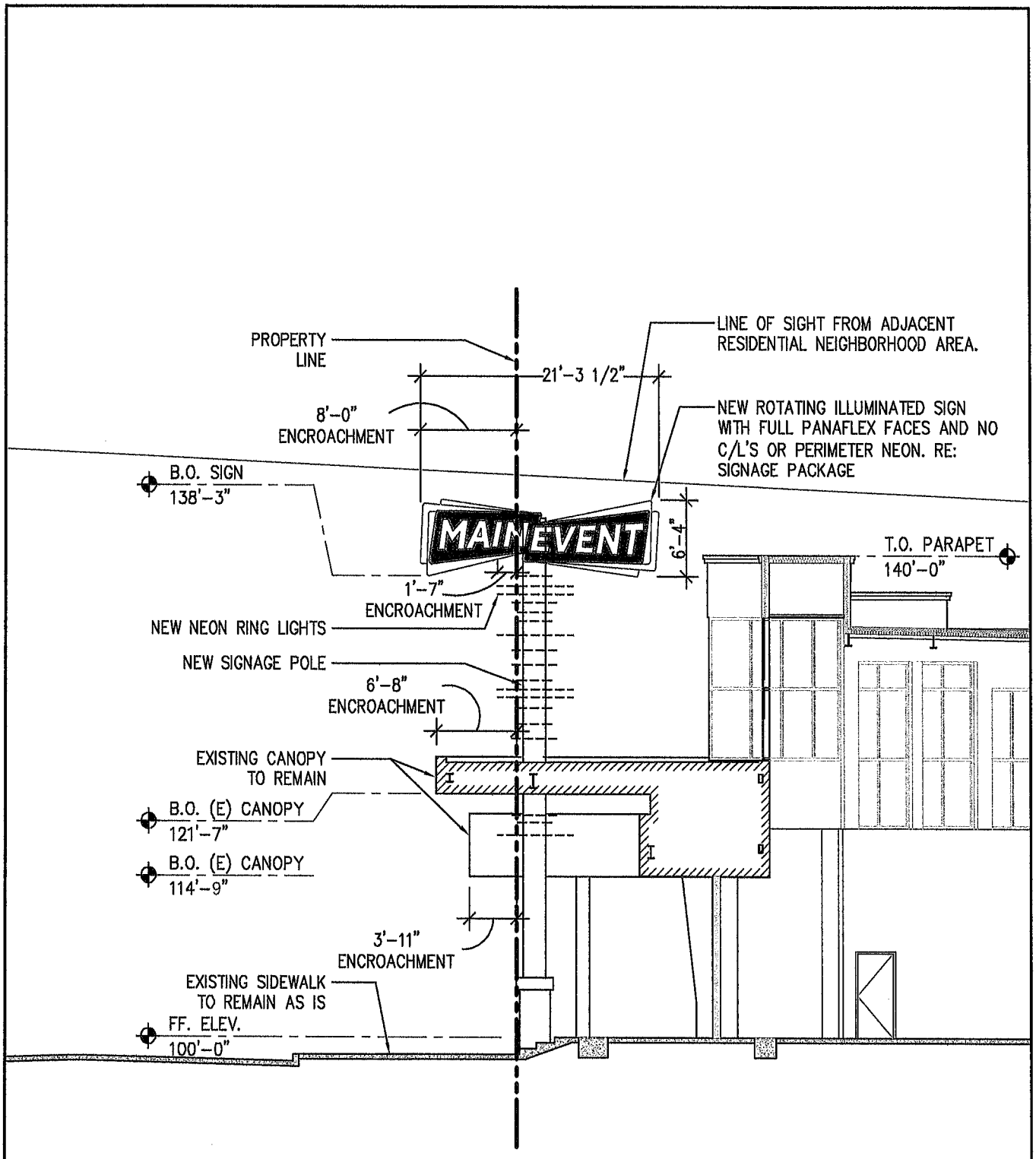
300 48

EXHIBIT "B"
LOCATION AND DESCRIPTION OF IMPROVEMENTS



GRAPHIC SCALE IN FEET
0 30 60 120

LOCATION: CITY OF BREA	BREA MAIN EVENT – GREASE INTERCEPTOR IN R.O.W. EXHIBIT	DATE:
ADDRESS: 245 W. BIRCH STREET, BREA CA 92821	Kimley»Horn 3801 UNIVERSITY AVENUE, SUITE 300 RIVERSIDE, CA. 92501	SCALE: 1"=60'



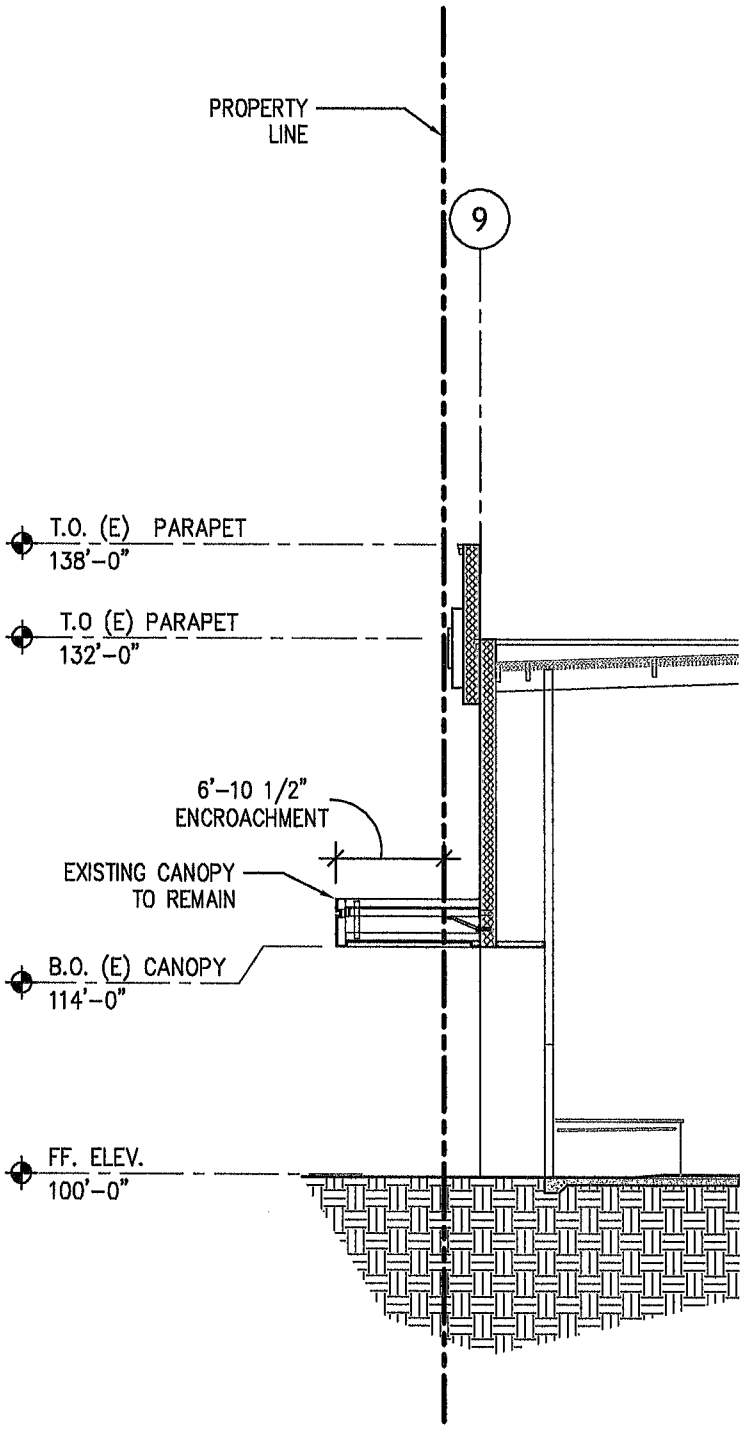
idstudio
6201 CAMPUS CIRCLE DR E
IRVING, TEXAS 75063
TEL: 972.870.1288
WWW.IDSTUDIO4.COM

MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821
CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

FRONT FACADE SECTION EXHIBIT

SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



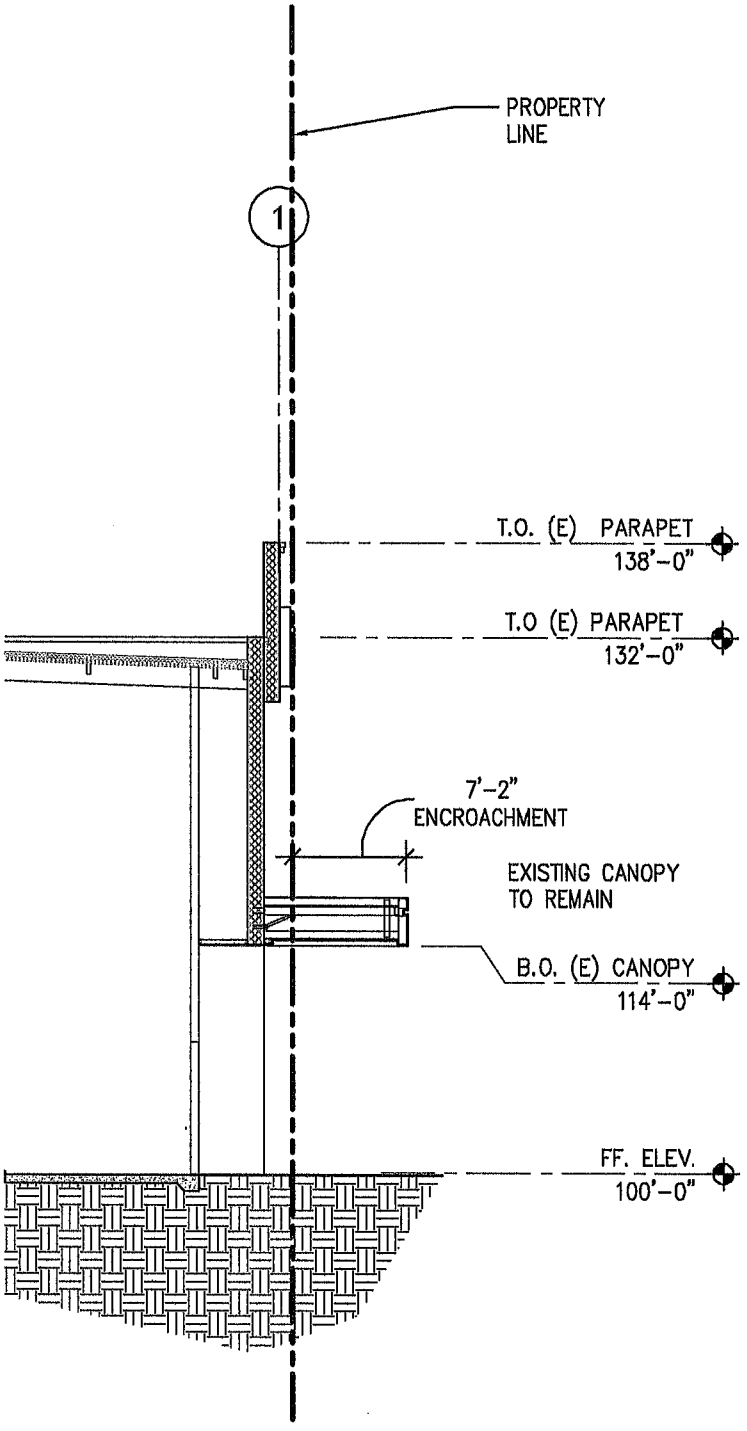
idstudio
6201 CAMPUS CIRCLE DR E
IRVING, TEXAS 75063
TEL: 972.870.1288
WWW.IDSTUDIO4.COM

MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821
CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

WEST FACADE SECTION
EXHIBIT

SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



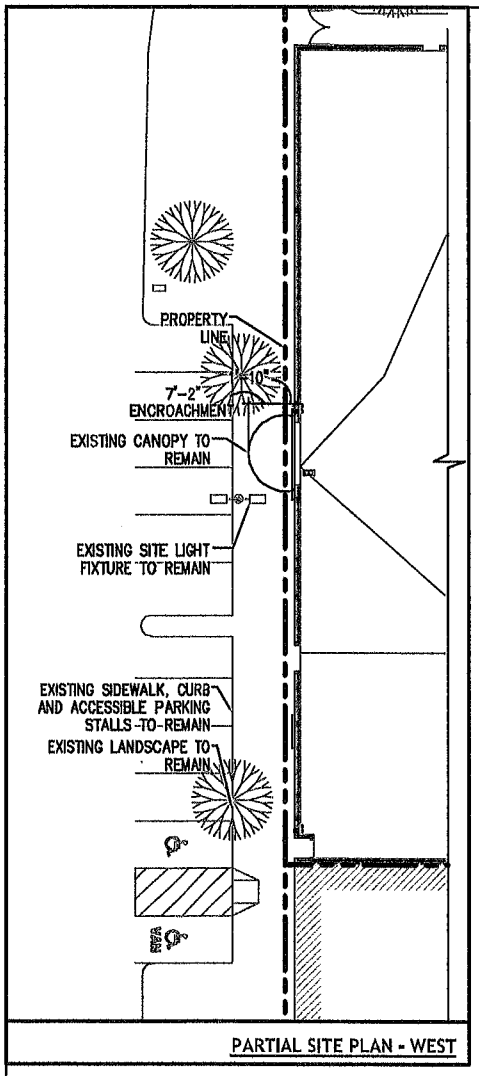
idstudio
6201 CAMPUS CIRCLE DR E
IRVING, TEXAS 75063
TEL: 972.870.1288
WWW.IDSTUDIO4.COM

MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821
CLIENT: MAIN EVENT ENTERTAINMENT

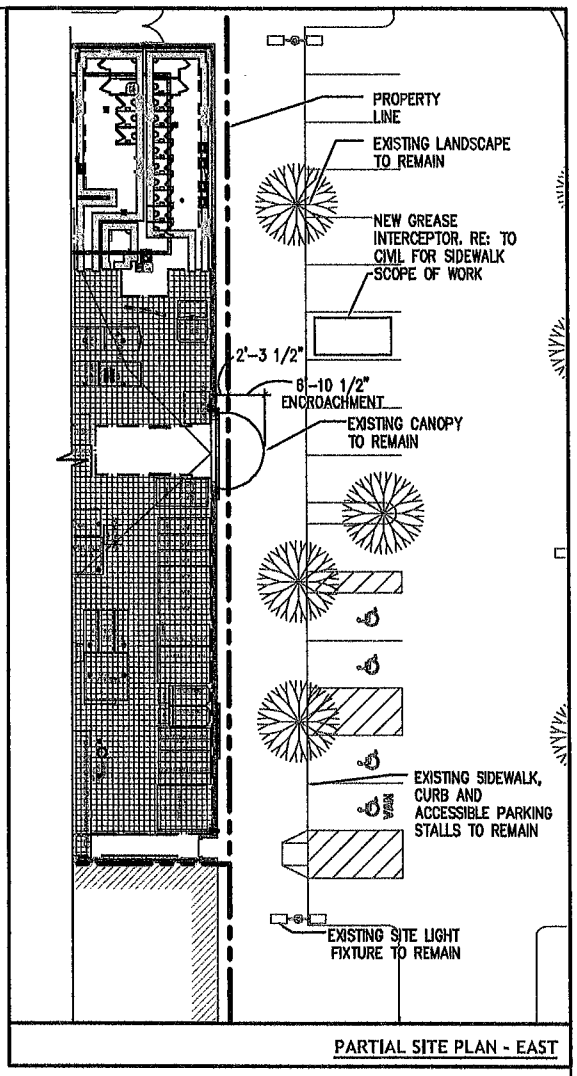
DRAWING NAME:

EAST FACADE SECTION
EXHIBIT

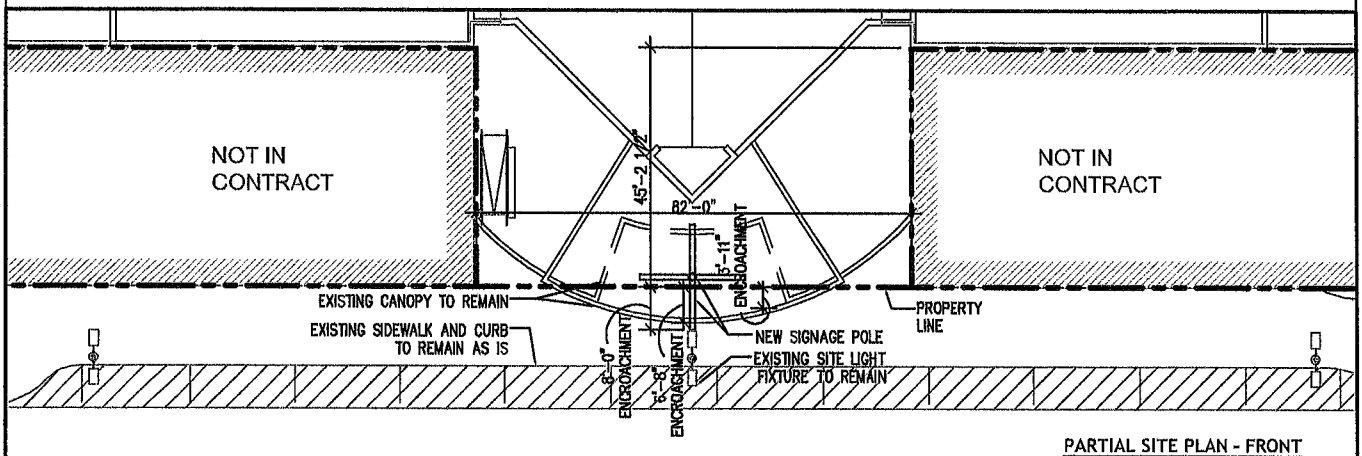
SCALE: 3/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:



PARTIAL SITE PLAN - WEST



PARTIAL SITE PLAN - EAST



PARTIAL SITE PLAN - FRONT

idstudio
6201 CAMPUS CIRCLE DR E
IRVING, TEXAS 75063
TEL: 972.870.1288
WWW.IDSTUDIO4.COM

MAIN EVENT
BREA, CA
245 W. BIRCH STREET
BREA, CA 92821
CLIENT: MAIN EVENT ENTERTAINMENT

DRAWING NAME:

SITE PLAN EXHIBIT

SCALE: 1/32 = 1'-0" DATE: 07/21/25
PROJECT NUMBER: MEV24005
REFERENCE DETAIL / SHEET NUMBER:
DRAWING NUMBER:

EXHIBIT "C"
INSURANCE REQUIREMENTS

Unless otherwise permitted or waived in writing by City's Risk Manager, Owner shall not commence work permitted under this Agreement until it has secured all insurance required herein and provided evidence thereof that is acceptable to City. In addition, Owner shall not allow any contractor to commence work within any portion of the Right of Way until it has secured all insurance required herein.

A. Commercial General Liability

i. Owner shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Contractors Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following checked insurance limits are required for this Agreement:

	Combined Single Limit
☒ Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of any work within any portion of the Right of Way, Owner shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

D. Policy Provisions Required

i. Owner shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Owner shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Owner shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy shall contain a provision stating that Owner's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement.

iv. All required insurance coverage shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Owner or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Owner hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Owner from liability in excess of such coverage, nor shall it limit Owner's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

E. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Owner, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Owner pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Owner. In the alternative, City may terminate this Agreement for cause.

iii. City may require Owner to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Owner; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Owner under this Agreement.

F. Subcontractor Insurance Requirements

Owner shall not allow any Owner contractor to perform work within any portion of the Right of Way unless it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such contractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Owner, City may approve different scopes or minimum limits of insurance for particular subcontractors.

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6D.

Approval of Police Mobile Data Computers (MDC), Modems and Peripherals Replacements

TO	PREPARED BY
Honorable Mayor and City Council Members	Randy Hornsby, IT Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Authorize the City's Procurement & Contracts Administrator to provide a Purchase Order for the purchase of Mobile Data Computers (MDCs), modems, and peripherals for the Police Department.
2. Authorize the City Manager to sign the Professional Services Agreement with Motorola Solutions for $522,924.75.

BACKGROUND/DISCUSSION

The City conducts a computer replacement assessment every four (4) years to ensure equipment is up to date, cybersecurity standards are met, and future upgrades are properly planned. The most recent assessment, delayed by two (2) years due to COVID-19, revealed that the police department's MDCs are incompatible with Windows 11. With Microsoft ending support for Windows 10 on October 14, 2025, continuing to operate on this platform will pose significant security risks to both the City and the Police Department.

Upgrading to Windows 11 is essential to maintaining a secure and efficient technology infrastructure, while also aligning with modern productivity standards. Key benefits of this upgrade include:

- **Performance Enhancements -** Windows 11 is optimized to prioritize foreground applications while minimizing background processes, resulting in improved performance – especially on devices with limited RAM and CPU resources. It also supports advanced graphics capabilities through DirectX 12 Ultimate, enabling smoother visuals and higher frame rates.
- **Enhanced Security –** The operating system introduces robust security features, including Trusted Platform Module (TPM) support, UEFI Secure Boot, and virtualization-based security. These enhancements help protect systems against modern threats and align with industry best practices for endpoint protection.
- **Productivity Improvements –** Windows 11 offers a streamlined user interface designed to enhance productivity. Key features include a centered taskbar, a universal mute button, and the ability to support

multiple desktop instances for task separation. It also includes real-time live captions for video content, enhancing accessibility.
- **Collaboration and Compatibility –** With Microsoft Teams integrated directly into the taskbar, Windows 11 simplifies communication and collaboration across departments, enabling more efficient workflows and seamless connectivity.

As part of the adopted Fiscal Years 2025-27 biennial budget, City Council approved a decision package to replace 78 laptops, 44 modems, and 26 docking station mounts for Police Department staff.

To implement this project, the City solicited three quotes for the specialized services required:

Vendor	Quote Amount
Motorola Solutions	$522,924.75
COMMLine inc.	$820,416.37
DuraTech USA, Inc.	$613,233.14

Motorola Solutions was selected based on its competitive pricing and its established familiarity with the Police Department's Computer-Aided Dispatch (CAD) application, ensuring a smoother integration and deployment process.

FISCAL IMPACT/SUMMARY

The City is requesting Council approval to purchase 78 laptops, 44 modems, and 26 docking station mounts for Police Department staff. The total project cost is $522,924.75, representing the lowest bid among three vendors. Motorola Solutions also provides the Police Department's Computer-Aided Dispatch and Records Management System software, ensuring compatibility and streamlined implementation.

This amount reflects a savings of $150,000 compared to the originally estimated budget. Funding for these purchases has already been appropriated in the current fiscal year and therefore, there will be no additional impact on the City’s budget

Attachments

Motorola Solutions Professtional Services Agreement No. 2025.07.16.171.pdf
Motorola Quote.pdf
COMMLine inc Quote.pdf
DuraTech USA, Inc Quote.pdf
Brea-master agreement-Motorola-whole.pdf

Docusign Envelope ID: BBA93525-6081-4940-9C1E-54FC7F59D0D5

Agreement No. 2025.07.16.171
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Thursday, August 28, 2025** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Motorola Solutions** a **Service Provider** ("Service Provider").

RECITALS

A. Along with purchasing the desired equipment through the Service Provider. The City desires to retain Service Provider as an independent contractor to provide the following **Professional Services**: **Install Docking Stations, CradlePoint Routers, and Antenna in Police Department Vehicles** for **Administrative Services**.

B. Contractor represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Service Provider shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services"). Exhibit A consists of the document entitled "Quote and Purchase Addendum" dated July 9, 2025.

2. Compensation

A. City shall pay for the Services satisfactorily performed, in accordance with the payment milestones set forth in the Fee Schedule in **Exhibit A**, hereto.

B. In no event shall the total amount paid for the Services exceed the all-inclusive lump sum of **$522,924.75** . This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by **Service Provider** in performing the Services. **Service Provider** shall be deemed to have made all inquiries and site inspections deemed necessary by **Service Provider** prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. **Service Provider**'s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Subject to the payment milestones in the Fee Schedule.

3. Additional Work.
This Agreement does not include any contingency or additional work. Any additional work performed by Service Provider without a written amendment or approval of the City shall be deemed to be work included within the Services.

4. Term.

Docusign Envelope ID: BBA93525-6081-4940-9C1E-54FC7F59D0D5

A. The term of this Agreement shall commence upon mutual execution ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of and final payment for the Services.

5. Time of Performance.

A. **Service Provider** shall commence the Services on the above Effective Date, timely complete all performance milestones, if any, and shall complete the Services within the term of this Agreement.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. **Service Provider**'s lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services shall be maintained by **Service Provider** and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions in southern California. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. **Service Provider** shall comply with all applicable laws including Cal/OSHA requirements.

B. **Service Provider** shall obtain a City of Brea business license.

Service Provider shall comply with all applicable provisions included in the attached Special Provisions Section.

9. Assignment and Subcontracting. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

10. Independent Contractor.

A. **Service Provider** is retained as an independent contractor and is not an employee of City. No employee or agent of Service Provider is or shall become an employee of City.

B. **Service Provider** will determine the means, methods, and details by which **Service Provider**'s personnel will perform the Services. **Service Provider** shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

Docusign Envelope ID: BBA93525-6081-4940-9C1E-54FC7F59D0D5

C. **Service Provider**'s personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. **Service Provider**'s personnel shall not use any City e-mail address or City telephone number in the performance of the Services. **Service Provider** shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as **Service Provider**'s personnel require to perform the Services. Except where the Scope of Services expressly provide otherwise, **Service Provider** shall perform the Services off of City premises at locations of **Service Provider**'s choice, except as otherwise may from time to time be necessary in order for **Service Provider**'s personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to **Service Provider** from time to time for **Service Provider**'s personnel to obtain information about or to check on the status of projects pertaining to the Services.
D. **Service Provider** shall be responsible for and pay all wages, salaries, benefits and other amounts due to **Service Provider**'s personnel in connection with the Services **Service Provider** shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. **Service Provider** and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. CalPERS Compliance.

The parties acknowledge that City is a local agency member of CalPERS, and as such has certain pension reporting and contribution obligations to CalPERS on behalf of qualifying employees. **Service Provider** agrees that, in providing its employees and any other personnel to City to perform the Services, **Service Provider** shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of CalPERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, **Service Provider** shall assure compliance with regard to personnel who have active or inactive membership in CalPERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

13. Indemnification. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

14. 14. Laws and Venue. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

15. Termination. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

16. Ownership of Work Product. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

17. Data Security. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

18. Party Representatives.
City hereby designates **Randy Hornsby**, or such person's designee, as the City Representative for this Agreement.

Service Provider hereby designates **Doug Huber**, or such person's designee, as **Service Provider**'s Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

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The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

18. **Notices.**
Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City	**Service Provider**
City of Brea	**Motorola Solutions**
1 Civic Center Circle	**5483 Derby Lane**
Brea, CA 92821 United	**Stansbury Park, UT 84074**
States	**USA**
Randy Hornsby	**Tally Gochis**
randyh@CityofBrea.gov	**tally.gochis@motorolasolutions.com**
(714) 990-7263	**(435) 840-0198**

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and **Service Provider**.

21. Conflicts of Interest.

A. Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. **Service Provider** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.
B. Service Provider further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. **Service Provider** has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by **Service Provider** in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. **Service Provider** maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for **Service Provider**, to solicit or secure this Agreement. Further, **Service Provider** warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for **Service Provider**, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, **Service Provider** further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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22. Severability. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Service Provider's.

City reserves its right to employ other **Service Provider**'s to provide the Services or similar services.

27. Exhibits.

The attached Exhibits A and B is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern.

28. Entire Agreement. (REFER TO MASTER AGREEMENT) set forth in the attached **Exhibit B**

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[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Motorola Solutions

By: Tyler Holland By:

Tyler Holland

Area Sales Manager

Tyler.holland@motorolasolutions.com

Date Signed: 08/28/25

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____

Kristin Griffith

City Manager

KristinG@CityofBrea.gov

Date Signed: _____

Attest (if over $50,000)

By: _____

Victoria Popescu

City Clerk

VictoriaP@CityofBrea.gov

Date Signed: _____

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SPECIAL PROVISIONS

No Special Provisions required for this Agreement.

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EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Service Provider's proposal attached)

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MOTOROLA SOLUTIONS

Quote and Purchase Addendum

Quoted Date:	July 9, 2025	Quote Number:	1378657
Quote Expiration:	December 15, 2025	Prepared By:	Tally Gochis

Services Include

- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert staff as needed to ensure a smooth upgrade transition.

Included in Quote

- **Getac S510 MDTs**
- **MDT Accessories & Services**
- **Cradlepoint Routers**
- **Installation**
- **Project Management ($360.00)**

Package Quote
$496,219.01

***Sales Tax Not Included**

Pricing Breakdown

Hardware and Services (without taxes)	$496,219.01
7.75% Tax Rate on Hardware	$26,705.74
Total Amount with Taxes Included	**$522,924.75**

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MOTOROLA SOLUTIONS

Product and Services Description

Part#	MFG Part#	Vendor Name	Description	Qty	Ext. Price
GET-SU573CFASSCX	SU573CFASSCX	GETAC	S510 - Intel Core Ultra 7 155U Processor + Thunderbolt 4 x 2, 15.6 + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 32GB RAM + TAA, 512GB PCIe SSD (Main storage, user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Stylus) + HF RFID, US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT + 5G Sub-6 w/ dedicated GPS + Passthrough, Battery x 2, Without any extra option, 3 Year Limited Warranty	79	$305,505.64
GET-GE-SVSRNFX5Y	GE-SVSRNFX5Y	GETAC	(Bumper to Bumper)+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	79	$45,743.29
GET-5433GA890501	5433GA890501	GETAC	S510 - Gamber Johnson, 7160-1929-00, Vehicle Dock with port replication, with screen support (ex. vehicle adapter)	31	$18,743.06
GET-GDDSU2	GDDSU2	GETAC	Getac DS100 USB-C Docking Station w/135 W AC Adaptor(US)	41	$6,732.52
GET-5653GB550005	5653GB550005	GETAC	Getac Essentials, Monitoring, Cloud-Based, Self-Managed, 5 Year, Per Device (No Uploading of Personal Data of Any Kind)	79	$10,175.12
GET-GE-SVSYHDM1L	GE-SVSYHDM1L	GETAC	Initial Disk Imaging - Per Unit (qty needs to match # of computers ordered)	79	$2,486.20
GET-GE-SVSYHDS1D	GE-SVSYHDS1D	GETAC	Disk Imaging Consulting Service - Per Day (5 days required)	5	$9,618.29
GE-GJGPESP5Y	GE-GJGPESP5Y	GETAC	Extended Service Plan - Gamber Johnson, for Getac S410 (Year 1 - 5) - Gamber Johnson, GJ ESP2, Extended Service Plan, 5, Years	31	$5,028.39
GET-590GBL000515	590GBL000515	GETAC	LIND, GE1963-5322, 120W DC/DC Adapter	33	$5,384.01
GET-590GBL001564	590GBL001564	GETAC	CradlePoint R980, MB03-R980-5GD-A, 5G-Global 3 year NetCloud Mobile Essentials	31	$38,888.32
GET-590GBL001565	590GBL001565	GETAC	Panorama Mako Dome kit, LG-IN2445, L G M H M4 B -6-60 -24-58 , 4 4 MiMo 4G/5G, up to 6 6 MiMo WiFi + GPS/GNSS Vehicle Antenna	23	$8,225.28
GET-GTC-MBBREAPDFD	GTC-MBBREAPDFD	GETAC	Mobility Brothers Installation: Brea Police and Fire department project including dock swap, power installation/wiring. Cradlepoint installation; includes travel and lodging expenses; per vehicle charge	23	$29,179.50
GET-GTC-MBBREAPDFD	GTC-MBBREAPDFD	GETAC	Mobility Brothers Installation: Brea Police and Fire department project including dock swap, power installation/wiring, antenna installation; includes travel and lodging expenses; per vehicle charge.	8	$10,149.39

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Payment Terms

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing:

1. 50% of the Contract Price due upon Contract Execution (due upon effective date); and
2. 50% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Inflation Adjustment. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or

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contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Party Representatives.

City hereby designates Randy Hornsby, or such person's designee, as the City Representative for this Agreement.

Service Provider hereby designates Doug Huber, or such person's designee, as Service Provider's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City:
City of Brea
1 Civic Center Circle
Brea, CA 92821
Randy Hornsby
randyh@CityofBrea.gov
(714) 990-7263

Service Provider:
Motorola Solutions, Inc.
5483 Derby Lane
Stansbury Park, UT 84074
Tally Gochis
tally.gochis@motorolasolutions.com
(435) 840-0198

Brea Police Department	
Customer Name	Authorized Signature
Date	Print Name and Title

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MOTOROLA SOLUTIONS

Bill To Address

Ship To Address

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The Mobility Brothers, Inc. - Statement of Work

DATE: July 9, 2025

CUSTOMER: GETAC Inc.

PROJECT: Dock Swap and Cradlepoint Refresh

CLIENT: Brea, CA PD

SOW #: 070925.4

This is a Statement of Work ("SOW") by and between The Mobility Brothers, Inc. *(herein* referred to as *"**MOBILITY")*** and GETAC Inc. (herein referred to as "***GETAC***") for Brea, California Police Department, (herein referred to as "***BREA"***) with the following project specific terms and conditions:

Metrics

- Design, plan, collaborate, prepare, and execute a clear and well-defined deployment plan for *GETAC* while successfully installing the dock swap solution for *BREA.*
- A total of 31 **p**olice vehicles.
- 31 vehicles: Remove the CF-33 docking stations and power supplies, replace with S510 docking stations and new power supply.
- 31 vehicles: remove Cradlepoint R600 and replace with Cradlepoint R980.
- Run Cradlepoint Verify application to confirm connectivity and assignment in Brea PD Net Cloud Manager account.
- 8 vehicles already have the antenna upgrade for the Cradlepoint R980
- 23 vehicles: Remove existing antenna and replace with new antenna for Cradlpoint R980 using existing hole.
- Follow The Mobility Brothers antenna installation SOP to assure proper seal on new antennas.

Installation, Processes and Documentation

1. Preparation & Battery Test

- Ignition off.
- Use battery tester to record standing voltage & health (≥ 12.4 V).

2. Complete installation, including QC check.

3. Installation Photos for SmartSheet

- Full-Sized Picture of vehicle
- Asset Number
- Vin Label
- **Pre Installation set up**

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- Odometer Running (including warning lights)
- Existing Solution Serial Number
- Gamber Johnson Dock Serial Number
- **Final installation**

4. SmartSheet Entry

- Upload photos & screenshots.
- Enter data fields (Battery test, VIN, asset #, year/make/model, dock serial number , CP serial, etc.
- Submit button to upload.

5. *MOBILITY* Documentation

- Complete *MOBILITY* Installation Completion Document (ICD) with all pertinent vehicle data, solution serial numbers and details.
- *MOBILITY* ICD will be signed by the *BREA* onsite POC at the end of each shift and accepting installations as complete to *BREA* requirements.
- Enter ALL ICD data and pictures into the *MOBILITY* Smartsheet platform at the completion of each individual installation, take and load pictures into Smartsheet.
- Vehicles will be inspected for the removal of any, and all installation debris.
- Solution packaging and installation debris will be disposed of in a *BREA* approved trash receptacle.
- *MOBILITY* will provide *GETAC* and *BREA* any escalated issues on a real time basis, a weekly summary report, and join any requested project update calls at *GETAC* discretion.
- At the conclusion of the project, Smartsheet will be converted to an .xls document and provided to *GEATC* and *BREA*.
- Any changes, additions, reductions, or adjustments in this Scope of Work must be mutually agreed u*pon by all parties, in writing, by way of a signed change order document.*

Manpower

- *MOBILITY* will deploy 1 senior PM
- Access: Monday thru Saturday, 8am to 8pm PST

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- Services include project plan design, project management, schedule management, site management, miscellaneous installation supplies, data reporting.

Insurance: MOBILITY has issued a COI naming GETAC and BREA as additionally insured.

Signature Agreement

The terms and conditions as outlined above in this SOW are acknowledged and agreed to by ***GETAC*** on July 9, 2025.

CUSTOMER:	***MOBILITY***:
GETAC	**The Mobility Brothers, Inc**.
By:	By: *Doug Huber*
Name:	Name: Doug Huber
Title:	Title: Director, National Accounts
Date:	Date: 7.9.25

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Getac Five (5) Year
Bumper-to-Bumper Warranty

Getac

MODEL: SN:

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of FIVE (5) YEARS from the date of purchase by the original end-user purchaser or from the Getac shipping date, if no valid proof of purchase presented by end-user ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

(a) loss or theft;
(b) fire;
(c) submersion;
(d) acts of god;
(e) acts of war;
(f) virus-inflicted damage;
(g) intentional misuse or abuse;
(h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
(i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
(j) a product on which any Getac serial number has been removed or defaced;
(k) data recovery from hard drive failure;
(l) all consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
(m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
(n) negligence
(o) operation of product outside the published environmental or electrical parameters
(p) use of supplies or parts not meeting Getac's specifications

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Getac Five (5) Year
Bumper-to-Bumper Warranty

5 6 1 8 8 8 0 0 0 0 0 7 R 0 0

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g. during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Service Request Number (SR #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for warran- ty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Trademarks are property of their respective owners. (c) 2017 Getac Technology Corporation. All rights reserved.

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GAMBER-JOHNSON WARRANTY INFORMATION

We proudly offer a limited warranty on all Gamber-Johnson products.

Gamber-Johnson warrants to the reseller and the original end user of any Gamber-Johnson product that it will be free from defects in materials and workmanship for the warranty time period.

The remedies for a defect in material or workmanship are limited to repair or replacement of any non-conforming product. Gamber-Johnson will repair or replace, without charge, any Gamber-Johnson product that does not conform to its warranty only if a Reseller or an original end user gives us notice of a defect in material or workmanship within the warranty time period stated on page 2:

Mounting Systems (non-electronic products) — All non-electronic products **purchased after Dec. 31st, 2009** are protected by Gamber-Johnson's limited lifetime warranty. For any warranty related issues of products purchased prior to Dec. 31st 2009, please contact your Gamber-Johnson's authorized reseller. **All Zirkona products** come with a standard one year product warranty.

Specific 3rd Party Supplied Products — For all products purchased through Gamber-Johnson that are supplied from a 3rd party company (i.e. iKey, Brother, Lind Electronics, All Fleet Solutions, etc.) are warranted by the specific manufacturer of that product. Please see individual specifications on these products for further warranty information.

Mobile Docking Stations & Electronic Products — Warranty time period (from date of original factory shipment) for printed circuit boards, docking connectors, electronic components may vary. Please see individual specifications on these products for further warranty information.

Any failure of any Gamber-Johnson product that is due to damage or misuse, such as excessive force, improper installation, cosmetic wear, exposure to liquid spills, moisture or application of power in excess of specified rating theft, fire or natural disaster is not covered by this warranty. The warranty is void on electronic products if the warranty label is removed or altered.

For standard warranty claims, Gamber-Johnson will provide return shipping for covered product. The customer is responsible for packaging and shipping to Gamber-Johnson.

GAMBER-JOHNSON WILL NOT BE RESPONSIBLE FOR ANY INCIDENTIAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES DUE TO FAILURE OF A GAMBER-JOHNSON PRODUCT. INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES ARE EXCLUDED FROM THIS LIMITED WARRANTY. THE FOREGOING WARRANTY IS A LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES ON THE FACE HEREOF INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

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GAMBER-JOHNSON EXTENDED WARRANTY

Extended warranty programs are available to add an additional 1 or 2 years of standard warranty to your mobile docking station or rugged USB hubs. The extended warranty must be purchased at the time of the product purchase. The extended warranties on docking stations and rugged USB hubs are subject to the same terms and exclusions as the standard warranty for docking stations and electronic products.

GAMBER-JOHNSON PRODUCT	FACTORY WARRANTY	EXTENDED 1 YEAR	EXTENDED 2 YEAR
Dell laptop and tablet docking stations	3 years	✓	✓
Panasonic Toughbook® and Toughpad® docking stations	3 years	✓	✓
Zebra Tablet docking stations	3 years	✓	✓
Getac Laptop and Tablet docking stations	3 years	✓	✓
Samsung Tablet docking stations	3 years	✓	✓
Rugged USB Hub	3 years	✓	✓
Gamber-Johnson cradles	3 years	✗	✗
IPad docking station	1 year	✗	✗
Gamber-Johnson keyboards	1 year	✗	✗
Gamber-Johnson touch screens	1 year	✗	✗

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GAMBER-JOHNSON EXTENDED SERVICE PLAN

Gamber-Johnson Extended Service Plan builds on our standard warranty and includes the following benefits:

- Extends our standard warranty to 5-years (3-Year standard warranty + 2 additional years)
- Accidental damage coverage
- Expedited service and free shipping
- Two FREE PCB replacements and two FREE RF Pass thru (GPS/LAN/WAN) cables per serial number for the life of the contract

The Extended Service Plan is available on most docking stations and must be purchased at the time of product purchase. Any failure of any Gamber-Johnson product that is due to intentional misuse or damage, cosmetic wear, theft, fire or natural disaster is not covered by this warranty.

GAMBER-JOHNSON WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES DUE TO FAILURE OF A GAMBER-JOHNSON PRODUCT. INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES ARE EXCLUDED FROM THIS LIMITED WARRANTY. THE FOREGOING WARRANTY IS A LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES ON THE FACE HEREOF INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

GAMBER-JOHNSON EXTENDED SERVICE PLAN – AVAILABLE ON...
Dell • Tablet Docking Station • Laptop Docking Station
Panasonic • Toughbook® and Toughpad® Docking Stations
Zebra • Tablet Docking Stations
Getac • Laptop and Tablet Docking Stations
Samsung • Tablet Docking Stations
Rugged USB Hub

Docusign Envelope ID: BBA93525-6081-4940-9C1E-54FC7F59D0D5

END-OF-LIFE POLICY

Product Life Cycle Overview and EOL Notifications

Periodically, Gamber-Johnson may find it necessary to discontinue products for a number of reasons, including decline in competitiveness, or decreased sales of a product. Obsolescence can also occur because a newer version of a product has become available. Finally, products may become obsolete if replacement parts are no longer available, or when the cost of replacement parts or repairs is higher than the cost of a new item.

Gamber-Johnson is committed to making the transition from such products to new offerings as simple as possible. As part of this, when a product reaches its end of life (EOL), Gamber-Johnson will move the product from its current product category and place it into the discontinued category under the Products tab. Gamber-Johnson will include the initial EOL notification, Last Order Date (LOD), and End-of-Support (EOS) milestone dates, as described below.

Resellers may continue to purchase product up until the LOD. Gamber-Johnson will honor our Limited Lifetime Warranty as long as it is purchased no later than the LOD. Gamber-Johnson will continue to provide technical support and service for product up until the announced EOS date (based on warranty). In the event that a product or its parts are no longer available during the warranty period, Gamber-Johnson will replace the item with a comparable product if available. Please note that some components are dependent on OEM availability (example: boards and components used in docking stations) and replacement parts are dependent on their product offering.

END-OF-SUPPORT (EOS) POLICY

Mounting Systems (non-electronic)

Gamber-Johnson is committed to providing service/repair on your mounting system for the life of the product within the warranty policy guidelines. We will repair, replace with an equivalent product, or refund your purchase price of any defect found in material or workmanship of any nonconforming product.

Docking Stations and Electronic Products

Gamber-Johnson is committed to providing service/repair on all mobile docking stations for a minimum of five (5) years after last order date LOD. Our ability to provide this service is dependent on availability of electronic products from our OEM suppliers.

The electronic products listed on the next page are no longer serviced/supported by Gamber-Johnson

Gamber-Johnson will service electronic products up to 5 years after the product is End-of-Life (EOL). This is, however, dependent on OEM availability of electronic components.

Quote and Purchase Addendum

Quoted Date:	July 9, 2025	Quote Number:	1378657
Quote Expiration:	December 15, 2025	Prepared By:	Tally Gochis

Services Include

- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert staff as needed to ensure a smooth upgrade transition.

Included in Quote

- **Getac S510 MDTs**
- **MDT Accessories & Services**
- **Cradlepoint Routers**
- **Installation**
- **Project Management ($360.00)**

Package Quote
$496,219.01

***Sales Tax Not Included**

Pricing Breakdown

Hardware and Services (without taxes)	$496,219.01
7.75% Tax Rate on Hardware	$26,705.74
Total Amount with Taxes Included	**$522,924.75**

Product and Services Description

Part#	MFG Part#	Vendor Name	Description	Qty	Ext. Price
GET-SU573CFASSCX	SU573CFASSCX	GETAC	S510 - Intel Core Ultra 7 155U Processor + Thunderbolt 4 x 2, 15.6 + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 32GB RAM + TAA, 512GB PCIe SSD (Main storage, user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Stylus) + HF RFID, US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT + 5G Sub-6 w/ dedicated GPS + Passthrough, Battery x 2, Without any extra option, 3 Year Limited Warranty	79	$305,505.64
GET-GE-SVSRNFX5Y	GE-SVSRNFX5Y	GETAC	(Bumper to Bumper)+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	79	$45,743.29
GET-5433GA890501	5433GA890501	GETAC	S510 - Gamber Johnson, 7160-1929-00, Vehicle Dock with port replication, with screen support (ex. vehicle adapter)	31	$18,743.06
GET-GDDSU2	GDDSU2	GETAC	Getac DS100 USB-C Docking Station w/135 W AC Adaptor(US)	41	$6,732.52
GET-5653GB550005	5653GB550005	GETAC	Getac Essentials, Monitoring, Cloud-Based, Self-Managed, 5 Year, Per Device (No Uploading of Personal Data of Any Kind)	79	$10,175.12
GET-GE-SVSYHDM1L	GE-SVSYHDM1L	GETAC	Initial Disk Imaging - Per Unit (qty needs to match # of computers ordered)	79	$2,486.20
GET-GE-SVSYHDS1D	GE-SVSYHDS1D	GETAC	Disk Imaging Consulting Service - Per Day (5 days required)	5	$9,618.29
GE-GJGPESP5Y	GE-GJGPESP5Y	GETAC	Extended Service Plan - Gamber Johnson, for Getac S410 (Year 1 - 5) - Gamber Johnson, GJ ESP2, Extended Service Plan, 5, Years	31	$5,028.39
GET-590GBL000515	590GBL000515	GETAC	LIND, GE1963-5322, 120W DC/DC Adapter	33	$5,384.01
GET-590GBL001564	590GBL001564	GETAC	CradlePoint R980, MB03-R980-5GD-A, 5G-Global 3 year NetCloud Mobile Essentials	31	$38,888.32
GET-590GBL001565	590GBL001565	GETAC	Panorama Mako Dome kit, LG-IN2445, L G M H M4 B -6-60 -24-58 , 4 4 MiMo 4G/5G, up to 6 6 MiMo WiFi + GPS/GNSS Vehicle Antenna	23	$8,225.28
GET-GTC-MBBREAPDFD	GTC-MBBREAPDFD	GETAC	Mobility Brothers Installation: Brea Police and Fire department project including dock swap, power installation/wiring. Cradlepoint installation; includes travel and lodging expenses; per vehicle charge	23	$29,179.50
GET-GTC-MBBREAPDFD	GTC-MBBREAPDFD	GETAC	Mobility Brothers Installation: Brea Police and Fire department project including dock swap, power installation/wiring, antenna installation; includes travel and lodging expenses; per vehicle charge.	8	$10,149.39

Payment Terms

- Customer agrees to pay all invoices within thirty (30) business days of invoice date

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Brea Police Department	
Customer Name	Authorized Signature
Date	Print Name and Title
Bill To Address	Ship To Address

The Mobility Brothers, Inc. - Statement of Work

DATE: July 9, 2025

CUSTOMER: GETAC Inc.

PROJECT: Dock Swap and Cradlepoint Refresh

CLIENT: Brea, CA PD

SOW #: 070925.4

This is a Statement of Work ("SOW") by and between The Mobility Brothers, Inc. *(herein* referred to as *"**MOBILITY")*** and GETAC Inc. (herein referred to as "***GETAC***") for Brea, California Police Department, (herein referred to as "***BREA"***) with the following project specific terms and conditions:

Metrics

- Design, plan, collaborate, prepare, and execute a clear and well-defined deployment plan for *GETAC* while successfully installing the dock swap solution for *BREA.*
- A total of 31 **p**olice vehicles.
- 31 vehicles: Remove the CF-33 docking stations and power supplies, replace with S510 docking stations and new power supply.
- 31 vehicles: remove Cradlepoint R600 and replace with Cradlepoint R980.
- Run Cradlepoint Verify application to confirm connectivity and assignment in Brea PD Net Cloud Manager account.
- 8 vehicles already have the antenna upgrade for the Cradlepoint R980
- 23 vehicles: Remove existing antenna and replace with new antenna for Cradlpoint R980 using existing hole.
- Follow The Mobility Brothers antenna installation SOP to assure proper seal on new antennas.

Installation, Processes and Documentation

1. Preparation & Battery Test

- Ignition off.
- Use battery tester to record standing voltage & health (≥ 12.4 V).

2. Complete installation, including QC check.

3. Installation Photos for SmartSheet

- Full-Sized Picture of vehicle
- Asset Number
- Vin Label
- **Pre Installation set up**

- Odometer Running (including warning lights)
- Existing Solution Serial Number
- Gamber Johnson Dock Serial Number
- **Final installation**

4. SmartSheet Entry

- Upload photos & screenshots.
- Enter data fields (Battery test, VIN, asset #, year/make/model, dock serial number , CP serial, etc.
- Submit button to upload.

5. *MOBILITY* Documentation

- Complete *MOBILITY* Installation Completion Document (ICD) with all pertinent vehicle data, solution serial numbers and details.
- *MOBILITY* ICD will be signed by the *BREA* onsite POC at the end of each shift and accepting installations as complete to *BREA* requirements.
- Enter ALL ICD data and pictures into the *MOBILITY* Smartsheet platform at the completion of each individual installation, take and load pictures into Smartsheet.
- Vehicles will be inspected for the removal of any, and all installation debris.
- Solution packaging and installation debris will be disposed of in a *BREA* approved trash receptacle.
- *MOBILITY* will provide *GETAC* and *BREA* any escalated issues on a real time basis, a weekly summary report, and join any requested project update calls at *GETAC* discretion.
- At the conclusion of the project, Smartsheet will be converted to an .xls document and provided to *GEATC* and *BREA*.
- Any changes, additions, reductions, or adjustments in this Scope of Work must be mutually agreed u*pon by all parties, in writing, by way of a signed change order document.*

Manpower

- *MOBILITY* will deploy 1 senior PM
- Access: Monday thru Saturday, 8am to 8pm PST

- Services include project plan design, project management, schedule management, site management, miscellaneous installation supplies, data reporting.

Insurance: MOBILITY has issued a COI naming GETAC and BREA as additionally insured.

Signature Agreement

The terms and conditions as outlined above in this SOW are acknowledged and agreed to by ***GETAC*** on July 9, 2025.

CUSTOMER:	***MOBILITY***:
GETAC	**The Mobility Brothers, Inc**.
By:	By: *Doug Huber*
Name:	Name: Doug Huber
Title:	Title: Director, National Accounts
Date:	Date: 7.9.25

Getac

MODEL: SN:

Getac Five (5) Year
Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of FIVE (5) YEARS from the date of purchase by the original end-user purchaser or from the Getac shipping date, if no valid proof of purchase presented by end-user ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

(a) loss or theft;
(b) fire;
(c) submersion;
(d) acts of god;
(e) acts of war;
(f) virus-inflicted damage;
(g) intentional misuse or abuse;
(h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
(i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
(j) a product on which any Getac serial number has been removed or defaced;
(k) data recovery from hard drive failure;
(l) all consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
(m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
(n) negligence
(o) operation of product outside the published environmental or electrical parameters
(p) use of supplies or parts not meeting Getac's specifications

5 6 1 8 8 8 0 0 0 0 0 7 R00

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g. during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Service Request Number (SR #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Trademarks are property of their respective owners. (c) 2017 Getac Technology Corporation. All rights reserved.

GAMBER-JOHNSON WARRANTY INFORMATION

We proudly offer a limited warranty on all Gamber-Johnson products.

Gamber-Johnson warrants to the reseller and the original end user of any Gamber-Johnson product that it will be free from defects in materials and workmanship for the warranty time period.

The remedies for a defect in material or workmanship are limited to repair or replacement of any non-conforming product. Gamber-Johnson will repair or replace, without charge, any Gamber-Johnson product that does not conform to its warranty only if a Reseller or an original end user gives us notice of a defect in material or workmanship within the warranty time period stated on page 2:

Mounting Systems (non-electronic products) — All non-electronic products **purchased after Dec. 31st, 2009** are protected by Gamber-Johnson's limited lifetime warranty. For any warranty related issues of products purchased prior to Dec. 31st 2009, please contact your Gamber-Johnson's authorized reseller. **All Zirkona products** come with a standard one year product warranty.

Specific 3rd Party Supplied Products — For all products purchased through Gamber-Johnson that are supplied from a 3rd party company (i.e. iKey, Brother, Lind Electronics, All Fleet Solutions, etc.) are warranted by the specific manufacturer of that product. Please see individual specifications on these products for further warranty information.

Mobile Docking Stations & Electronic Products — Warranty time period (from date of original factory shipment) for printed circuit boards, docking connectors, electronic components may vary. Please see individual specifications on these products for further warranty information.

Any failure of any Gamber-Johnson product that is due to damage or misuse, such as excessive force, improper installation, cosmetic wear, exposure to liquid spills, moisture or application of power in excess of specified rating theft, fire or natural disaster is not covered by this warranty. The warranty is void on electronic products if the warranty label is removed or altered.

For standard warranty claims, Gamber-Johnson will provide return shipping for covered product. The customer is responsible for packaging and shipping to Gamber-Johnson.

GAMBER-JOHNSON WILL NOT BE RESPONSIBLE FOR ANY INCIDENTIAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES DUE TO FAILURE OF A GAMBER-JOHNSON PRODUCT. INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES ARE EXCLUDED FROM THIS LIMITED WARRANTY. THE FOREGOING WARRANTY IS A LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES ON THE FACE HEREOF INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

GAMBER-JOHNSON EXTENDED WARRANTY

Extended warranty programs are available to add an additional 1 or 2 years of standard warranty to your mobile docking station or rugged USB hubs. The extended warranty must be purchased at the time of the product purchase. The extended warranties on docking stations and rugged USB hubs are subject to the same terms and exclusions as the standard warranty for docking stations and electronic products.

GAMBER-JOHNSON PRODUCT	FACTORY WARRANTY	EXTENDED 1 YEAR	EXTENDED 2 YEAR
Dell laptop and tablet docking stations	3 years	✓	✓
Panasonic Toughbook® and Toughpad® docking stations	3 years	✓	✓
Zebra Tablet docking stations	3 years	✓	✓
Getac Laptop and Tablet docking stations	3 years	✓	✓
Samsung Tablet docking stations	3 years	✓	✓
Rugged USB Hub	3 years	✓	✓
Gamber-Johnson cradles	3 years	✗	✗
IPad docking station	1 year	✗	✗
Gamber-Johnson keyboards	1 year	✗	✗
Gamber-Johnson touch screens	1 year	✗	✗

GAMBER-JOHNSON EXTENDED SERVICE PLAN

Gamber-Johnson Extended Service Plan builds on our standard warranty and includes the following benefits:

- Extends our standard warranty to 5-years (3-Year standard warranty + 2 additional years)
- Accidental damage coverage
- Expedited service and free shipping
- Two FREE PCB replacements and two FREE RF Pass thru (GPS/LAN/WAN) cables per serial number for the life of the contract

The Extended Service Plan is available on most docking stations and must be purchased at the time of product purchase. Any failure of any Gamber-Johnson product that is due to intentional misuse or damage, cosmetic wear, theft, fire or natural disaster is not covered by this warranty.

GAMBER-JOHNSON WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES DUE TO FAILURE OF A GAMBER-JOHNSON PRODUCT. INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES ARE EXCLUDED FROM THIS LIMITED WARRANTY. THE FOREGOING WARRANTY IS A LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES ON THE FACE HEREOF INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

GAMBER-JOHNSON EXTENDED SERVICE PLAN – AVAILABLE ON...
Dell • Tablet Docking Station • Laptop Docking Station
Panasonic • Toughbook® and Toughpad® Docking Stations
Zebra • Tablet Docking Stations
Getac • Laptop and Tablet Docking Stations
Samsung • Tablet Docking Stations
Rugged USB Hub

END-OF-LIFE POLICY

Product Life Cycle Overview and EOL Notifications

Periodically, Gamber-Johnson may find it necessary to discontinue products for a number of reasons, including decline in competitiveness, or decreased sales of a product. Obsolescence can also occur because a newer version of a product has become available. Finally, products may become obsolete if replacement parts are no longer available, or when the cost of replacement parts or repairs is higher than the cost of a new item.

Gamber-Johnson is committed to making the transition from such products to new offerings as simple as possible. As part of this, when a product reaches its end of life (EOL), Gamber-Johnson will move the product from its current product category and place it into the discontinued category under the Products tab. Gamber-Johnson will include the initial EOL notification, Last Order Date (LOD), and End-of-Support (EOS) milestone dates, as described below.

Resellers may continue to purchase product up until the LOD. Gamber-Johnson will honor our Limited Lifetime Warranty as long as it is purchased no later than the LOD. Gamber-Johnson will continue to provide technical support and service for product up until the announced EOS date (based on warranty). In the event that a product or its parts are no longer available during the warranty period, Gamber-Johnson will replace the item with a comparable product if available. Please note that some components are dependent on OEM availability (example: boards and components used in docking stations) and replacement parts are dependent on their product offering.

END-OF-SUPPORT (EOS) POLICY

Mounting Systems (non-electronic)

Gamber-Johnson is committed to providing service/repair on your mounting system for the life of the product within the warranty policy guidelines. We will repair, replace with an equivalent product, or refund your purchase price of any defect found in material or workmanship of any nonconforming product.

Docking Stations and Electronic Products

Gamber-Johnson is committed to providing service/repair on all mobile docking stations for a minimum of five (5) years after last order date LOD. Our ability to provide this service is dependent on availability of electronic products from our OEM suppliers.

The electronic products listed on the next page are no longer serviced/supported by Gamber-Johnson

Gamber-Johnson will service electronic products up to 5 years after the product is End-of-Life (EOL). This is, however, dependent on OEM availability of electronic components.

COMMLine inc.

13700 Cimarron Ave, Gardena, CA 90249
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

REQUEST FOR QUOTE

DATE:	6/26/2025	**SALES REP:**	Joseph Kim joseph.kim@commlineinc.com

BILL TO:		**SHIP TO:**	
COMPANY:	City of Brea PD	**COMPANY:**	same as billing
ATTENTION:	Cliff Flaugher	**ATTENTION:**	
ADDRESS:	1 Civic Center Circle	**ADDRESS:**	
CITY/ST/ZIP:	Brea, California 92821	**CITY/ST/ZIP:**	
PHONE:	(714) 671-4490	**PHONE:**	
EMAIL:	mailto:anthonyg@cityofbrea.net	**EMAIL:**	

Brea PD laptops, routers, antennas, installation etc

QTY	MODEL #	DESCRIPTION	UNIT COST	EXT COST
Hardware				
31	5433GA890501	S510 - Gamber Johnson, 7160-1929-00, Vehicle Dock with port replication,	$ 807.45	$ 25,030.95
		with screen support (ex. vehicle adapter)		
41	GDDSU2	Getac DS100 USB-C Docking Station (US)	$ 233.27	$ 9,563.99
79	5653GB550005	Getac Essentials, Monitoring, Cloud-Based, Self-Managed, 5 Year Per Device	$ 224.18	$ 17,710.38
		(No Uploading Personal Data) Available only on Android 12 & beyond		
33	590GBL000515	3RD-PARTY ITEM LIND, GE1963-5322, 120W DC/DC Adapter	$ 224.18	$ 7,398.01
79	GE-SVSYHDM1L	Disk Image Management - Per System (MOQ 150 units)	$ 43.26	$ 3,417.54
5	GE-SVSYHDS1D	DISK IMAGING CONSULTING SERVICE - PER DAY	$ 2,643.35	$ 13,216.77
31	MB03-R980-5GD-A	3-yr NetCloud Mobile Performance Router Essentials, R980 Router with WiFi	$ 2,148.12	$ 66,591.66
		(5G modem 4FF SIM slots, embedded eSIM), no AC power supply or antennas)		
23	LG-IN2445	Low Profile Dome Black, 7 in 1 Antenna: 4x MiMo 2G/3G/4G LTE, 2x 2.4/5GHz	$ 416.26	$ 9,574.03
		Wi-Fi, GPS/GNSS, 5m/16 cables for use with a single modem IBR1700-1200M.		
		AT&T FirstNet Ready. Cradlepoint Certified Antennas by Panorama		
79	SU573CFASSCX	S510 - Intel Core Ultra 7 155U Processor + Thunderbolt 4 x 2, 15.6 + Windows	$ 5,939.16	$ 469,193.96
		Hello Webcam, Microsoft Windows 11 Pro x64 with 32GB RAM + TAA, 512GB		
		PCIe SSD (Main storage, user swappable), Sunlight Readable (Full HD LCD +		
		Touchscreen + Stylus) + HF RFID, US KBD + US Power Cord, Membrane Backlit		
		KBD, WIFI + BT + 5G Sub-6 w/ dedicated GPS + Passthrough, Battery x 2,		
		Without any extra option, 3 Year Limited Warranty		
16	590GBL000639	Vehicle mounting equipment; Universal Seat Mounted Base, Gamber-Johnson	$ 238.55	$ 3,816.74
		Hardware Subtotal		$ 625,514.01
Labor				
23	GTC-MBBREAPDFD	Mobility Brothers Installation: Brea Police and Fire department project	$ 1,825.15	$ 41,978.50
		including dock swap, power installation/wiring, Cradlepoint and antenna		
		installation; includes travel and lodging expenses; per vehicle charge.		
8	GTC-MBBREAPDFD	Mobility Brothers Installation: Brea Police and Fire department project	$ 1,825.15	$ 14,601.22
		including dock swap, power installation/wiring, Cradlepoint and antenna		
		installation; includes travel and lodging expenses; per vehicle charge.		
		Labor Subtotal		$ 56,579.71
Warranties				
79	GE-SVSRNFX5Y	(Bumper to Bumper)+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	$ 839.86	$ 66,348.94
31	GE-GJDKEXT2Y	GJ dock extended warrant YR 4/5	$ 203.06	$ 6,294.74
		Labor Subtotal		$ 72,643.68
	NOTES:	Final pricing determined w/ customer pickup & delivery to Commline's bay	SUB-TOTAL	$ 625,514.01
		Quote good for 30 days.	TAX (10.5%)	$ 65,678.97
			LABOR/SERVICES	$ 56,579.71
			WARRANTIES	$ 72,643.68
			FREIGHT	$ 2,823.38
			GRAND TOTAL	**$ 820,416.37**

ADDITIONAL NOTES:	CUSTOMER APPROVAL SIGNATURE	PO #	DATE
30% restocking fee will apply to returns and/or canceled purchase orders.			

DuraTech USA, Inc.

Public Safety Technology Integrator

NEW MAILING ADDRESS!!!
P.O. BOX 4363
Westminster, CA 92684
www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

QUOTE

Date	Quote #
6/26/2025	062625BP

Customer Information

Certified SBE #19486, DBE #40914, OCTA# 39991, CUCP#35922, MBE & WBE, POLB # 250398, Los Angeles METRO# 7881

City of Brea
Cliff Flaugher
1 Civic Center Circle
Brea, CA, 92821

Rep	Project Delivery Date	Terms	Customer E-mail
MT	7/26/2025	Net 30	clifff@cityofbrea.net

Item	Description	Qty	Cost	Total
SU573CFASSCX	S510 - Intel Core Ultra 7 155U Processor + Thunderbolt 4 x 2, 15.6" + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 32GB RAM + TAA, 512GB PCIe SSD (Main storage, user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Stylus) + HF RFID, US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT + 5G Sub-6 w/ dedicated GPS + Passthrough, Battery x 2, Without any extra option, 3 Year Limited Warranty	79	4,648.4469	367,227.31T
GE-SVSRNFX5Y	Getac (Bumper to Bumper) + Extended Warranty - Semi Rug Laptop (Year 1,2,3,4 &5)	79	625.53	49,416.87
5433GA890501	S510 - Gamber Johnson, 7160-1929-00, Vehicle Dock with port replication, with screen support (ex. vehicle adapter)	31	601.40	18,643.40T
GE-GJDKEXT2Y	GJ dock extended warrant YR 4/5	31	149.88	4,646.28
			TOTAL	

We Appreciate & Value Your Business!!!

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unliess otherwise noted.
Prices are good for 30 days and may be subject to change without notice
****Some Options & Upgrade costs applicable to time of original purchase only**
NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% processing fee for any orders placed with a credit card.
Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted
All International Orders -Prepaid Wire Transfer ($30 Wire Fee Applies)
All California purchases require $4 LCD Disposal Fee per unit & applicable sales taxes
All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser
Please check specifications carefully! Due to Customization -All Sales are final! Send Orders to: LTrevino@DuraTechUSA.com

DuraTech USA, Inc.

Public Safety Technology Integrator

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P.O. BOX 4363
Westminster, CA 92684
www.DuraTechUSA.com

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Certified SBE #19486, DBE #40914, OCTA# 39991, CUCP#35922, MBE & WBE, POLB # 250398, Los Angeles METRO# 7881

City of Brea
Cliff Flaugher
1 Civic Center Circle
Brea, CA, 92821

Rep	Project Delivery Date	Terms	Customer E-mail
MT	7/26/2025	Net 30	clifff@cityofbrea.net

Item	Description	Qty	Cost	Total
GDDSU2	Getac DS100 USB-C Docking Station w/135 W AC Adaptor(US)	41	182.57	7,485.37T
5653GB550005	Getac Essentials, Monitoring, Cloud-Based, Self-Managed, 5 Year, Per Device (No Uploading of Personal Data of Any Kind)	79	175.48	13,862.92T
590GBL000515	GETAC : 3RD-PARTY ITEM LIND, GE1963-5322, 120W DC/DC Adapter	33	165.47	5,460.51T
GE-SVSYHDM1L	Initial Disk Imaging - Per Unit (qty needs to match # of computers ordered)	79	33.55	2,650.45
GE-SVSYHDS1D	Disk Imaging Consulting Service - Per Day (5 days required)	5	2,068.90	10,344.50
GTC-MBBREAPDFD	Mobility Brothers Installation: Brea Police project including dock swap, power installation/wiring, Cradlepoint installation including external antenna; includes travel and lodging expenses; per vehicle charge.	23	1,428.50	32,855.50

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TOTAL

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unliess otherwise noted.
Prices are good for 30 days and may be subject to change without notice
****Some Options & Upgrade costs applicable to time of original purchase only**
NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% processing fee for any orders placed with a credit card.
Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted
All International Orders -Prepaid Wire Transfer ($30 Wire Fee Applies)
All California purchases require $4 LCD Disposal Fee per unit & applicable sales taxes
All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser
Please check specifications carefully! Due to Customization -All Sales are final! Send Orders to: LTrevino@DuraTechUSA.com

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City of Brea
Cliff Flaugher
1 Civic Center Circle
Brea, CA, 92821

Rep	Project Delivery Date	Terms	Customer E-mail
MT	7/26/2025	Net 30	clifff@cityofbrea.net

Item	Description	Qty	Cost	Total
GTC-MBBREAPDFD	Mobility Brothers Installation: Brea Police project including dock swap, power installation/wiring, Cradlepoint install (antenna already installed); includes travel and lodging expenses; per vehicle charge.	8	1,428.50	11,428.00
MB03-R980-5GD-A	CradlePoint R980, 5G-Global 3 year NetCloud Mobile Essentials,	31	1,459.00	45,229.00T
LG-IN2445	7-in-1 (5G) Dome with 5m of pre-installed cables (& optional Radio) 4-Cell, 2-WiFi, GPS,	23	330.0363	7,590.83T
CA LCD Disposal Fee	CALIFORNIA LCD DISPOSAL FEE	79	4.00	316.00
	Sales Tax		7.75%	36,076.20

We Appreciate & Value Your Business!!!

TOTAL **$613,233.14**

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unliess otherwise noted.
Prices are good for 30 days and may be subject to change without notice
****Some Options & Upgrade costs applicable to time of original purchase only**
NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% processing fee for any orders placed with a credit card.
Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted
All International Orders -Prepaid Wire Transfer ($30 Wire Fee Applies)
All California purchases require $4 LCD Disposal Fee per unit & applicable sales taxes
All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser
Please check specifications carefully! **Due to Customization -All Sales are final!** **Send Orders to: LTrevino@DuraTechUSA.com**

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EXHIBIT B
CITY OF BREA AND MOTOROLA
MASTER AGREEMENT

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Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA or available online at [www.motorolasolutions.com/legal] (each an "**Addendum**", and collectively the "**Addenda**"). Motorola may modify such online terms at any time by posting notice of modification on such site provided, however, that Customer shall not be bound by such Terms until actual receipt. Furthermore, Customer may terminate this Agreement without penalty upon thirty (30) days', prior written notice, in the event Customer does not agree to such new terms. In addition, the Parties may agree upon statements of work, quotes, technical, and other ordering documents setting forth the Products and Services to be provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by law or procurement procedures, proposals submitted in response to a competitive procurement process will be deemed Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will sell equipment and license software, including software as a service and subscription based software service offerings (the "**Products**") to Customer to the extent set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents. However, if Customer determines that any substitute Product provides different or diminished functionality, Customer may terminate this Agreement without penalty upon thirty (30) days', prior written notice.

2.2. Services

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at Customer Sites, as defined below ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as Software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration

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Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document, and any applicable project schedules, Deliverables, and Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer to the extent permitted by law.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals ("**Documentation**") Documentation is and will be owned by Motorola, and unless otherwise set forth in an Addendum or Ordering Document, Motorola hereby grants Customer a limited, perpetual, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Deliverables. As part of the Products and Services, Motorola may provide deliverables such as reports, specifications, designs, plans, drawings, analytics, or other technical or business information to Customer as more fully described in an Addendum or Ordering Document ("**Deliverables**"). All Deliverables are and will be owned by Motorola, and unless otherwise set forth in an Addendum or Ordering Document, Motorola hereby grants Customer a limited, perpetual, royalty- free, worldwide, non-exclusive license to use the Deliverables solely for its internal business purposes in connection with the Products and Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola. Motorola makes no warranties regarding any such recommendations.

2.7. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola. The tools and equipment may be held by

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Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the cost or time required to perform the Services, the Parties will also adjust the Fees and project schedule. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

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3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

Notwithstanding any provision herein, or in any Ordering Document or Addendum, Customer may terminate this Agreement including any Ordering Document or Addendum in the event Customer's governing body fails to appropriate funds sufficient to pay for Products or Services during any of Customer's fiscal years. In the event of such termination, and provided Motorola is not then in breach of this Agreement, Customer will pay for all Products and Services received as of the date of the termination notice, and for any documented out of pocket expenses reasonably incurred on Customer's behalf.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform; (e) laws or regulations change in a manner that makes compliance difficult or unreasonably costly.

3.4. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that equipment purchased by Customer should not be returned. Notwithstanding the foregoing, Customer may retain any Motorola Materials as required in order to comply with State records retention laws. Motorola will return or destroy (at Customer's option) all Customer Data in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard , and shall certify the same in writing within five (5) calendar days from the date of termination or expiration. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered and accepted by Customer. Motorola and Customer have a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes,

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assessments or duties (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for its installation and use of the Products and Services at each applicable location (each, a "**Site**"), including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to any such Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing the Customer-Provided Equipment and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will

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immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data, not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with subscription-based Products), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 6.2 – Motorola Warranties** will be that Motorola will use commercially reasonable efforts to remedy any confirmed material nonconformities or material defects in the applicable Services. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured hardware, Motorola-owned Software, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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6.3. Warranty Claims. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in the applicable Addendum or Ordering Document. Upon receipt of such claim, Motorola will investigate the claim and repair or replace any non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT , FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS.

7. Indemnification and Insurance.

7.1. General Indemnity. Motorola will defend and pay reasonable attorneys' fees and costs, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") to the extent caused by Motorola's negligence or willful misconduct, including negligent or unlawful disclosure of Customer Data or any personal information, or breach, while performing its duties under this Agreement, an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable, no cost assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service, including any Motorola Materials (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay reasonable attorneys' fees and costs, and all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim provided, however, that in no case shall Customer be required to admit liability. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable no cost assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola

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may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing while providing substantially the same functionality; or (c) provide Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, including subscription-based software services) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is an equipment product, including equipment with embedded Software). Should Customer be enjoined from using an infringing Product or Service where such use was a substantial and major purpose for Customer entering this Agreement, and Motorola does not or cannot provide an acceptable substitute, then Customer may immediately terminate this Agreement and Motorola shall provide a pro-rata refund for all Products and Services that were fully available for Customer's use until enjoined, and a full refund of all prepaid, unearned amounts.

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola or not intended to be used in combination with Motorola Products or Services (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola without Motorola's consent; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3 RESERVED.

7.4 Motorola Insurance. Throughout the term of this Agreement and any and all Ordering Documents and Addendums, Motorola shall procure and maintain commercial general, auto (any auto), cyber, and professional liability insurance, and workers compensation insurance, with such limits and in such form, as set forth in Exhibit "A" attached hereto and incorporated by reference herein.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, NEITHER CUSTOMER, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND/OR AGENTS, NOR MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS,

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AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF CUSTOMER OR MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION-BASED PRODUCT OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE AMOUNT OF $2,000,000.

8.3. ADDITIONAL EXCLUSIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES (BUT NOT INCLUDING NEGLIGENT OR WRONGFUL DISCLOSURE OF CUSTOMER DATA BY MOTOROLA) ; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING NOT DUE TO FAULT OF MOTOROLA; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS NOT PROVIDED BY MOTOROLA; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Neither Party may bring any claims against the other in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action, or after expiration of the applicable statute of limitations, whichever is later.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. All Customer Data is Confidential Information. With respect to Motorola, Confidential Information will also include Products and Services, Documentation, and any Deliverables, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. Except for Customer Data, in order to be

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considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of not less than five (5) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including the California Public Records Act, subpoena, a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). Customer may retain any Confidential Information as necessary to comply with State records retention laws. No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. Notwithstanding any other provision herein, at no time shall Motorola sell, disseminate, or use for its own purposes Customer Data, or Service Use Data containing any personal information. As used in this Agreement, "personal information" shall have the meaning and be defined as set forth in California Civil Code Section 1798.140(o).

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for

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business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, location, monitoring and recording activity, product performance and error information, activity logs and
date and time of use; "**Customer Data**" means data, information, personal information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided or made accessible by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, Documentation and Deliverables, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola is provided a limited license to access Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, and subject to the limitations herein, Customer is the Controller and Motorola is the Processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-Processors**.

10.4. Processing Customer Data.

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10.4.1. Motorola Use of Customer Data. To the extent permitted by law, and for the term of this Agreement, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive limited license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) solely and only to the extent necessary to (a) perform and provide the Services and Products under the Agreement. (b) analyze the Customer Data to operate, maintain, and manage Motorola Products and Services and (c)improve Motorola Products and Services and create new products and services without disclosure or dissemination of Customer Data to third parties. In addition, to the extent permitted by law, Customer grants Motorola and its subcontractors right to use Customer Data and a royalty-free, worldwide, and non-exclusive, license to use Customer Data to develop, sell, and license anonymized Customer Data to third parties, including in an aggregated format. Customer agrees that, subject to the limitations in this Section 10.4.1, this Agreement, along with the Documentation and applicable Deliverables, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. For purposes of this Agreement, the term "anonymized" means that the data has been processed using technology that irreversibly alters the data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, or any processor, and is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3, or successor provisions thereto. Customer Data that has been anonymized also means that it is "anonymous information" as that term is used in Recital 26 of the GDPR. Motorola may only use Customer Data for any purpose other than solely as necessary to provide the Services or Products, only when it has been rendered "anonymized data."

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that, to the best of its knowledge, Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and that, to the best of its knowledge, the Customer Data will be accurate and complete, and that Customer has obtained all legally required consents, provided all legally required notices, and met any other applicable legal requirements with respect to its collection and use of the Customer Data as described in the Agreement.

10.4.3. Sub-Processors. Customer agrees that, for the term of this Agreement, Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement, solely and only to the extent necessary to provide the Products and Services. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by this Agreement and law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, at Customer's option, Motorola will return or delete all Customer Data following termination or expiration of this MCA or the applicable

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Addendum or Ordering Document, in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Motorola shall certify such deletion in writing within five (5) calendar days from the date of deletion. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola shall make Customer Data available for such download without cost to the Customer. Except as provided above, Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below provided it contains no personal information, or has been anonymized. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Anonymized Service Use Data may be disclosed to third parties.

It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices as required by law, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties, except as permitted by law; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage unrelated to Customer's law enforcement activities; (f) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (g) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services, except as otherwise provided by law. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create

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any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

10.10. Data Security. Without limiting Motorola's obligation of confidentiality as further described herein, Motorola shall implement and follow data security controls identical or substantially similar to those contained in the current version of NIST SP800-53. Consistent therewith, Motorola shall be responsible for establishing, maintaining, and providing a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Motorola, if any, comply with all of the foregoing. In no case shall the safeguards of Motorola's data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by Motorola for its own data. Motorola shall use Microsoft Azure Government Cloud Storage services for any and all cloud based storage, otherwise, anyand all cloud-based storage shall be conducted within the continental United States and shall comply with ISO/IEC 27001-27018, unless agreed to otherwise in writing by Customer.

In the event of any negligent act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Motorola that relate to the protection of the security, confidentiality, or integrity of Customer Data resulting from Motorola's negligence or misconduct, Motorola shall, as applicable: (a) notify Customer as soon as practicable but no later than seventy two (72) hours of confirming such occurrence; (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personal information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Motorola's obligations of indemnification as further described in this Agreement, where such unauthorized access of Customer Data occurs as a result of the negligence or willful misconduct of Motorola or any agent or contractor of Motorola, Motorola shall indemnify, defend, and hold harmless Customer with respect to any and all claims and liabilities, including reasonable

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attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence up to an amount not to exceed $2,000,000; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Motorola will undertake to prevent a future occurrence. This Section shall survive the termination of this Agreement.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will promptly provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule. Notwithstanding the foregoing, Customer shall have no obligation during any period of force majeure claimed by Motorola, to compensate Motorola for any Product or Service paid for but not actually provided and Customer will be credited for any prepaid amounts attributable to any such period of force majeure.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its documented, out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors), following not less than ten business days' prior notice by Motorola that such costs have been or will be incurred.

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of California, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be

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subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Orange County, California. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion and following written notice to Customer, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law. At all times, Motorola shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. To the extent expressly required by law, Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, records relating to any Software licenses granted under this Agreement to verify compliance with this Agreement. On reasonable, prior, written notice and during Customer's normal business hours, Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

(a) Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Following written notice to Customer, Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Except as expressly provided herein, neither Party may subcontract any required performance hereunder without the prior, written consent of the other.

13.3. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.4. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to

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reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law, provided that such severance shall not operate to deny either Party the benefit of its bargain.

13.5. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.6. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.8. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, or by return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL).

13.9. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.10. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data; Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.11. Entire Agreement. This Agreement, including all exhibits, Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document. Customer shall not be bound by any "click-through" provisions required to be activated in order to fully utilize any Product or Service hereunder.

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The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

By: _____

Name: Giles Tipsword

Title: VP Sales, North America

Date: 4/23/2021

By: _____

Name: Jerry Burch

Title: V.P Sales Southern California

Date: 4/26/2021

Customer: City of Brea, by and through Brea Police Department

By: _____

Name: Cecilia Hupp

Title: Mayor Pro Tem

Date: 5.11.21

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EXHIBIT "A"

1. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required by Consultant per subcontractors scope of work.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts specified herein, Commercial General Liability Insurance, in an industry standard form and with insurance companies reasonably acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Contractual Liability

f. Broad Form Property Damage

g. Independent Consultants Coverage

iv. The policy shall contain coverage for (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the insurance required in this agreement.

v. The policy shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent

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contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 0413 and 20 37 0413, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles and that such deductibles shall not apply to coverage of the additional insureds. Consultant shall be responsible for all deductibles.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an industry standard form and with insurance companies reasonably acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. the automobile liability coverage may utilize deductibles, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions) that includes Cyber Liability

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession that includes cyber liability, with insurance companies reasonably acceptable to City and with the limits required herein. This insurance shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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cyber liability coverage shall provide protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

E. Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following checked insurance limits are required for this Agreement:

	Combined Single Limit
☒ Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
☒ Automobile Liability	$2,000,000 per occurrence (any auto) for bodily injury and property damage (Not required if vendor establishes that no vehicles will be used, except for delivery)
☒ Workers' Compensation	In the amount required by California law. $1,000,00 employers liability limit
☐ Employer's Liability	$1,000,000 per occurrence
☒ Professional Liability, including cyber liability	$2,000,000 per claim and aggregate (errors and omissions)

iii. Defense costs shall be payable.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance..

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F. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an authorized agent of insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be executed by a properly authorized officer, agent, or qualified representative of the insurer that confirms the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

G. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of one year.

iv. All required workers compensation insurance shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

H. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

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ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty terminate this Agreement for cause.

iii. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

iv. The insurance obligations under this Agreement shall be: the insurance coverage requirements and/or limits shown in this Agreement; No representation is made that the insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

I. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence reasonably satisfactory to City that it has secured insurance. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or limits of insurance for particular subcontractors.

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LIMITED IN-CAR HARDWARE WARRANTY

Motorola Solutions, Inc. ("Motorola") In recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by Motorola Solutions, Inc, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – Motorola's liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. Motorola will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by Motorola to be defective in material or workmanship, Motorola shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. Motorola will advance ship a replacement unit, or at the request of the customer, ask for the unit to

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

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be sent in for repair. In the case of an advanced shipment replacement, Motorola will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – Extended Warranties may be purchased directly from Motorola. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the Motorola limited warranty, please direct them to:

Motorola Solutions, Inc.
Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com

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IN-CAR HARDWARE WARRANTY – 5 YEAR PLAN

5 YEAR LIMITED IN-CAR HARDWARE WARRANTY

Motorola Solutions, Inc. ("Motorola"), in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of ONE YEAR from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. With the purchase of this 5 Year Extended Warranty, where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by Motorola, Inc., 415 E. Exchange, Allen, TX 75002-2616, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – Motorola's liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. Motorola will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by Motorola to be defective in material or workmanship, Motorola shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty

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shall be warranted for the remainder of the warranty period applicable to the system warranty period. Motorola will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, Motorola will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

SUPPORT CONTACT INFORMATION

Motorola Solutions, Inc.

Attn: Customer Service Department
415 E. Exchange
Allen, Texas 75002-2616
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com

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We warrant that for a period of ninety days after delivery of this copy of the Software to you:

- The physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use; and
- The Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

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LIMITED REMEDY

Our entire liability and your exclusive remedy shall be:

- The replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt; or
- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

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2. This license agreement may be modified only by a writing signed by you and us.

3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.

4. This license agreement is governed by the laws of the State of Texas.

5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

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SOFTWARE AS A SERVICE SUBSCRIPTION ADDENDUM
For
EVIDENCELIBRARY.COM

This Software as a Service Addendum (this "**Addendum**"), effective as of [DATE] (the "**Effective Date**") of the MCA defined below, is by and between Motorola Solutions, Inc., a Delaware corporation with offices located at 415 E. Exchange, Allen, TX 75002 ("**Provider**", "**we**" or "**us**") and City of Brea, CA("**Customer**" or "**you**"), collectively, ("Parties").

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Addendum.

WHEREAS, This Addendum to the Master Customer Agreement entered into between the Parties, (the "MCA"), is integral to and incorporated into the MCA.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

"**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Addendum and (ii) for whom access to the Services has been purchased hereunder.

"**Confidential Information**" has the meaning set forth in Section 9.1.

"**Customer Data**" means information, including personal information as defined in California Civil Code Section 1798.140(o), data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

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"**Customer Failure**" has the meaning set forth in Section 4.2.

"**Customer Indemnitee**" has the meaning set forth in Section 12.1.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"**Disclosing Party**" has the meaning set forth in Section 9.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Fees**" has the meaning set forth in Section 8.1.

"**Force Majeure Event**" has the meaning set forth in Section 15.9.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Addendum. Harmful Code does not include any Provider Disabling Device.

"**Indemnitee**" has the meaning set forth in Section 12.3.

"**Indemnitor**" has the meaning set forth in Section 12.3.

"**Initial Term**" has the meaning set forth in Section 14.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Use**" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of

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"**Specifications**" means the specifications for the Services set forth in Exhibit B.

"**Subcontractor**" has the meaning set forth in Section 2.7. "**Support Services**" has the meaning set forth in Section 5.4. "**Term**" has the meaning set forth in Section 14.2.

"**Third-Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Addendum, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Addendum, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Addendum grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Addendum. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Addendum. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials not less than ten (10) days prior to any such change.

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(b) Changes to this Addendum. We may revise, update or supplement this Addendum from time to time. Any such revision, update or supplement shall become effective immediately. We will notify you in writing prior to any changes to this Addendum, and your continued use of the Services for more than thirty (30) days following your receipt of notice means that you agree to the terms and conditions of this Addendum as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a "**Subcontractor**") provided, however, that we shall remain primarily liable for the performance of this Addendum. We shall require any such subcontractors having access to Customer Data to (i) protect such Data using data security measures providing at least as much protection as required herein; and (ii) agree in writing to not use or disclose Customer Data, except as authorized herein.

2.8 Suspension or Termination of Services. We may, following our providing not less than ten (10) days' prior, written notice (except when due to termination or expiration of this Addendum), directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Addendum, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Addendum or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Addendum expires or is terminated. If we suspend your right to access the Services due to your documented breach of this Addendum, you will remain responsible for payment of Fees you incur during the period of suspension and you will not be entitled to Service Credits during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Addendum.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Addendum and, in the case of Third-Party Materials, the applicable third-party license Addendum. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Addendum expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

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(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a "**Service Allocation**"). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in reasonable repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Addendum; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Addendum (each, a "**Customer Failure**").

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained

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unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels and Credits.

5.1 Service Levels. Subject to the terms and conditions of this Addendum, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide Customer with locally redundant storage ("**Local Storage**") within the data center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**Geo Storage**") for replication of the Customer Data in a secondary data center that is geographically distant from the first data center. A Geo Storage election is considered an upgrade of the standard Local Storage account and will require payment of additional Fees and execution of an addendum to this Addendum. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable beyond the limits of liability set forth in Section 8 of the MCA for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any data center(s) in which Customer Data may be located.

Without limiting Provider's obligation of confidentiality as further described herein, Provider shall implement and follow data security controls identical or substantially similar to those contained in the current version of NIST SP800-53. Consistent therewith, Provider shall be responsible for establishing, maintaining, and providing a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Provider's data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by Provider for its own data. At all times Provider shall use Microsoft Azure Government Cloud Storage services for any and all cloud-based storage, or otherwise shall only use cloud based storage on equipment located in the continental United States and shall comply with ISO/IEC 27001-27018, unless agreed to otherwise in writing by Customer.

In the event of any negligent act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of Customer Data resulting from Provider's negligence or misconduct, Provider shall, as applicable: (a) notify Customer as soon as practicable but no later than seventy two (72) hours of confirming such occurrence; (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personal information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to

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each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Provider's obligations of indemnification as further described in this Agreement, where such unauthorized access of Customer Data occurs as a result of the negligence or willful misconduct of Provider or any agent or contractor of Provider, Provider shall indemnify, defend, and hold harmless Customer with respect to any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence up to the limits of liability set forth in Section 10.10 of the MCA; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Provider will undertake to prevent a future occurrence. This Section shall survive the termination of this Agreement.

Provider will comply with the insurance requirements set forth in Exhibit A to the Master Customer Agreement.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

Provider is provided a limited license for the term of this Addendum to access Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary to provide the Services. Provider shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Addendum and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Addendum, and applicable law; (c) allow access to Customer Data only to those employees and authorized of Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Provider's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent or as otherwise permitted in the MCA. This Section shall survive the termination of this Addendum.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with

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which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Addendum.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("**Fees**") in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by you under this Addendum are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

8.3 Late Payment. If you fail to make any payment when due, , then, in addition to all other remedies that may be available:

(a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) you shall reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(c) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

8.4 No Deductions or Setoffs. All amounts payable to us under this Addendum shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than Service Credits issued pursuant to Section 5.2 or any deduction or withholding of tax as may be required by applicable Law).

9. Confidentiality.

9.1 Confidential Information. In connection with this Addendum each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that

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the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". **All Customer Data is Confidential Information.**

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Addendum; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Addendum; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Addendum;

(b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Addendum; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

(f) notwithstanding any other provisions of this Addendum, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable, no cost assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose. "Applicable law" means and includes the California Public Records Act, subpoena, court order, and/or civil or criminal discovery.

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10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, and subject to the provisions of Section 7.2, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the controller and sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. For the term of this Addendum, you hereby grant all such rights and permissions in or relating to Customer Data as are strictly necessary to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) to analyze the Customer Data to (c) operate, maintain, manage, (d), improve our products and services, and create new products and services without disclosure or dissemination of your data to third parties (e) enforce this Addendum, (f) compile the Resultant Data, and (g) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Addendum.

11.2 Customer Representations, Warranties, and Covenants. You represent, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Addendum, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your elected officials, officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Addendum (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the

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extent that the alleged infringement arises from:

(a) Third-Party Materials or Customer Data;

(b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service, that we did not provide or that was not specified for your use in the Documentation;

(c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification;

(d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or

(e) act, omission, or other matter described, in Section 12.2(a) Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

Our obligation of indemnification above shall also apply to all claims, Losses, and liabilities to the extent arising from:

(f) our breach of this Addendum;

(g) our negligent or willful disclosure of Customer Data;

(h) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by us or any of our agents or contractors, in connection with this Agreement.

12.2 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

12.3 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

(a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

(c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified

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part or feature thereof. In such case, we will provide you with a pro-rata refund of any and all pre-paid fees applicable to the affect Services and Provider Materials.

12.4 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

Limitations of Liability are set forth in the Master Customer Agreement.

14. Term and Termination.

14.1 Initial Term. The initial term of this Addendum commences as of the Effective Date and, unless terminated earlier pursuant any of this Addendum's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**").

14.2 Renewal Term. Upon expiration of the Initial Term this Addendum will automatically renew for up to four (4), successive one (1) year terms unless earlier terminated pursuant to this Addendum's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

14.3 Termination. In addition to any other express termination right set forth elsewhere in thisAddendum:

(a) we may terminate this Addendum, effective on written notice to you, if you: (i) fail to pay any amount when due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;

(b) either party may terminate this Addendum, effective on 30 days written notice to the other party, if the other party materially breaches this Addendum, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Addendum, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) you may terminate this Addendum at any time for failure in any fiscal year during the term hereof to appropriate sufficient funds for the following fiscal year required to be paid to us, by providing us with not less than sixty (60) days' prior, written notice. Provided we are not then in breach, you will pay us any sums then due and owing hereunder.

14.4 Effect of Termination or Expiration. Upon any expiration or termination of this Addendum, except as expressly otherwise provided in this Addendum:

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(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy all Customer Data in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard, and shall certify the same in writing within five (5) calendar days from the date of destruction, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control as provided above; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Addendum, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Addendum;

(e) we may disable your and your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Addendum pursuant to Section 14.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Addendum pursuant to Section 14.3(a) or Section 14.3(b), all Fees that would have become payable had the Addendum remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

14.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time, 24/7/365 except when the Services are unavailable due to force majeure or scheduled maintenance, during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the "**Post - Termination Retention Period**"). During the Post-Termination Retention Period you may retrieve Customer Data at no additional cost only if you have paid all amount due under this Addendum. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. . WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST- TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Addendum, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period and we provide written notice to you of such required retention, you agree to pay all costs associated with continued storage until the

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Customer Data is either deleted or retrieved by you.

14.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Addendum that, by its nature, should survive termination or expiration of this Addendum, will survive any expiration or termination of this Addendum: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

15. Miscellaneous.

15.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Addendum.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Addendum shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Addendum or, unless expressly permitted under this Addendum, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, with your consent, include or display your name in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Addendum have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider: 415 E. Exchange Parkway, Allen, TX 75002
Email: steve.teese@motorolasolutions.com
Attention: Steven Teese, Senior Sales Manager

If to Customer: 1 Civic Center Drive, Brea, CA 92821
Email: CHRISA@ci.brea.ca.us
Attention: Lt. Chris Harvey

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Addendum: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Addendum as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Addendum: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Addendum; (y) to an Addendum, instrument, or other document means such Addendum, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute

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15.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data", with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government's needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data" as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of California. Venue for any legal action arising out of this Agreement shall be any State or federal court located in Orange County, California. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.15 Dispute Resolution. Upon written agreement of the parties, any dispute or claim relating in any way to this Agreement, your use of the Services, or the Provider Materials may be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. A party who intends to seek arbitration must first send to the other party a notice of dispute, which must include a description of the nature and basis of the claims that the party is asserting and the relief sought. If you and we are unable to resolve the claims described in the notice within 30 days after the notice is sent, you or we may initiate arbitration proceedings. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Capitol Corporate Services, Inc., P.O. Box 1831, Austin, TX 78767. If we begin an arbitration proceeding, we will send notice to you at the address in Section 15.4. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. Attorneys' fees and costs may be awarded by the arbitrator as provided by the AAA's rules. Arbitration will be conducted in the city in which your principal headquarters office is located or another location that we mutually agree to. If the relief sought is $10,000 or less you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the arbitrator's discretion to require an in-person hearing. WE AND YOU AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS, AND THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of Intellectual Property Rights. The Parties reserve all rights to proceed in a court of competent jurisdiction if there is no agreement to arbitrate.

15.15 Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of

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which together are deemed to be one and the same Addendum. A signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

CITY OF BREA, BY AND THROUGH THE BREA POLICE DEPARTMENT

By: _____

Name Printed: GILES TIPSWORD

Title: VP SALES, North America

By: _____

Name Printed: Cecilia Hupp

Title: Mayor Pro Tem

MOTOROLA SOLUTIONS, INC.

By: _____

Name Printed: Jerry Burd

Title: Territory Vice President

By: _____

Name Printed: _____

Title: _____

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EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

Service Allocations and Fees: **Plan I (Unlimited)**

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per- user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company's CLOUD-SHARE on- premises software.

Plan cost is based upon the customer's choice of two options: (a) a per-device fee of $495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of $695 per contract year for pooled (i.e., shared) devices. There is also a $0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to $0.03 per GB per month ($0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of $245 per calendar year for assigned (i.e., individual) devices, or $345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of $0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

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EXHIBIT B

DEMS Addendum

(See attached)

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Date: _____, 2021 ("Effective Date")

Motorola Solutions, Inc. ("Motorola").:
a corporation incorporated in the state of Delaware

Client:
City of Brea, a municipal corporation, by and through the Brea Police Department
Attn: Chris Harvey
1 Civic Center Drive, Brea CA 92821

Regional Address of Motorola Solutions, Inc.:
415 E. Exchange Parkway
Allen, Texas 75002
Telephone Number: (866) 325-2836

Motorola Solutions, Inc. Federal Tax Identification Number:
36-1115800

The City of Brea, by and through the Brea Police Department, (collectively and individually, "City" or "Brea Police Department") and Motorola Solutions, Inc. ("Motorola."), collectively ("Parties") enter into this Services Addendum (the "SA"). This SA to the Master Customer Agreement entered into between the Parties, (the "MCA"), provides additional or different terms and conditions to govern the sale of the services contemplated herein. The terms in this SA are integral to and incorporated into the MCA signed by the Parties.

1. **Term.** The SA shall commence upon the Effective Date and shall expire Feb 15, 2026 unless earlier terminated pursuant to Section 12. In no event will the term of this SA extend beyond two (2) years from the date of this SA unless extended by the parties by written agreement.

2. **Scope of Work.** Motorola will perform certain services and provide deliverables for Brea Police Department as described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services"). During the term of this SA, Brea Police Department may request Motorola to perform additional services which shall be outlined in an additional description of services acknowledged by both parties (e.g., through confirmatory email chain). Such additional Statement(s) of Work (the "Additional Services") shall be subject to the terms and conditions of this SA, in addition to any additional terms and conditions set forth in such Statement(s) of Work (collectively, "this SA".) The Initial Services and Additional Services, if any, shall be referred to collectively in this SA as the "Services". All Schedules and Exhibits attached hereto are hereby incorporated by this reference. The Services and any and all other work performed by Motorola pursuant to this SA, shall comply with any and all applicable local, State, and federal laws, regulations, and orders.

Motorola shall not subcontract any performance required hereunder unless any such subcontractor has first been identified and approved in writing by the City. Notwithstanding any such approval, Motorola shall remain primarily liable for all performance required of Motorola under this SA.

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3. **Agency Provided Services and equipment.** Brea Police Department may choose to perform certain tasks or provide equipment needed to complete the agreed upon Scope of work. These services shall be described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services") and detailed in Appendix A to Schedule 1. Brea Police Department acknowledges that these tasks or equipment are required and the Agency's failure to perform or deliver these tasks may result in additional costs and or delays.

4. **Fees.** Brea Police Department will pay Motorola those fees and expenses, if any, in the amount and on the terms and conditions described in Schedule 1 for the performance of the Initial Services. In the event the parties agree to any Additional Services, the fee arrangement for the Additional Services shall be outlined in the applicable Statement of Work descriptions if different than the Initial Services. Motorola shall not be paid for services not yet provided, or for products not yet delivered in good working order. All equipment and other products provided hereunder, shall be shipped FOB destination. Brea Police Department shall have no obligation to accept or pay for any product delivered in damaged or non-functional condition.

5. **Manner of Performance/Warranties.**
   (a) Motorola Performance and warranties are set forth in the Master Customer Agreement.

6. **Confidentiality.** In the course of performing the Services, it is anticipated that Motorola will learn of information that Brea Police Department regards as confidential or proprietary, including but not limited to, the nature of services, evidence and data relating to evidence, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Brea Police Department receives from third parties (collectively, "Confidential Information"). Motorola shall hold such Confidential Information in strictest confidence and shall exercise at least the same degree of care as it uses with its own most valuable information (but in no event less than reasonable care) to safeguard the confidentiality of the Confidential Information; and except as provided in this SA, the Confidential Information shall not be used, duplicated or in any way disclosed to others in whole or in part without the prior express written permission of Disclosing Party.

7. **Independent Contractor.** Motorola is an independent contractor, not an employee or agent of Brea Police Department. Nothing in this SA shall render Motorola, or any of its employees, subcontractors or agents, an employee, subcontractor or agent of Brea Police Department, nor authorize or empower Motorola or its employees, subcontractors or agents to speak for, represent or obligate Brea Police Department in any way. Motorola assumes any and all liabilities regarding Section 1706 of the Tax Reform Act of 1986 and Section 414(n) of the Internal Revenue Code of 1986, as amended.

8. **Indemnification.**

Indemnification obligations are set forth in the Master Customer Agreement.

9. **Insurance.** Motorola will comply with the insurance requirements set forth in Exhibit A to the Master Customer Agreement.

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10. Remedies. Motorola will promptly re-perform any Services not performed in accordance with the representations and warranties set forth in this SA at no additional expense to Brea Police Department to correct any non-conformance to Brea Police Department's reasonable satisfaction. If Motorola is unable within a reasonable time to comply with the foregoing obligations, Motorola will refund to Brea Police Department the lesser of (a) the amount paid for the non-conforming Services or (b) the last amount paid for the last invoice submitted to Brea Police Department. The remedies set forth in this paragraph are non-exclusive.

11. Termination.

(a) Brea Police Department may terminate this SA effective the day of notice by giving Motorola written notice of termination if Motorola: (i) breaches any of its obligations, representations or warranties hereunder; or (ii) is placed on the List of Excluded Individuals/Entities or is banned from Government contracts by the General Services Administration.

(b) If Brea Police Department determines that it no longer requires the services of Motorola, it may terminate this SA by giving Motorola fifteen (15) days written notice and agree to pay reasonable project ramp down fees not to exceed the total invoiced billings over the last 7 calendar days prior to termination notice.

(c) In the event this SA or any Schedule is terminated by Brea Police Department without cause prior to expiration of the term of this SA, or as set forth in any Schedule, Motorola shall (i) immediately stop all work and upon Brea Police Department request, if applicable, transfer the project as expeditiously as possible; and (ii) not undertake further work, incur additional expenses, or enter into further commitments. Motorola shall be entitled to all undisputed payments due and owing under this SA at the time of any termination notice, for (i) work completed and accepted by Brea Police Department, (ii) work in progress up to the provisions in Section 11b, and (iii) non-cancelable commitments with supporting documentation.

12. General.

(a) In the event of the actual or threatened breach of any of the terms of this SA, Brea Police Department will have the right to specific performance and injunctive relief. The rights granted by this paragraph are in addition to all other remedies and rights available at law or in equity.

(d) No assignment by Motorola of this SA or any sums due under it will be binding on Brea Police Department without Brea Police Department prior written consent.

(b) This SA shall be construed according with the laws of the State of California. Venue for any legal action arising out of this SA shall be any State or federal court of competent jurisdiction in the County of Orange, California.

(c) None of the terms of this SA shall be amended or changed, except in writing signed by an authorized representative of each party, or as amended via confirmatory email chain from both parties.

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(d) Unless otherwise provided with a list of names of authorized representatives, a representative from either party engaging in an email chain, regarding the Services covered under this SA while using an official email address from their respected Party's email domain, is representing themselves as having the authority to make the claims, responses, or requests will be considered an authorized representative.

(e) This SA, including the Master Customer Agreement and all Schedules, Exhibits and any description of Additional Services signed/acknowledged by both parties, contain the entire SA between the parties relating to the Services and supersede all prior oral or written SAs and understandings between the parties. In the event of a conflict between the terms of this SA and those of the Master Customer Agreement, the terms of the this Services Addendum will control.

Motorola Solutions, Inc.	**City of Brea/Brea Police Department**
By: _____ (Signature)	By: _____ (Signature)
Printed Name: GILES TIPSWORD	Printed Name: Cecilia Hupp
Title: VP SALES, NORTH AMERICA	Title: MAYOR PRO TEM

By: _____ (Signature)
Printed Name: Jerry Burgett
Title: Territory Vice President

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Schedule 1
Initial Services Statement of Work

Under the terms and conditions of the Services Addendum ("SA") dated June 19, 2020 by and between Motorola and Brea Police Department, Motorola shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:
Motorola will provide to Brea Police Department services resulting in the successful and satisfactory installation and configuration of the WatchGuard 4RE High Definition In-Car Video System with Integrated V300 body worn camera and Evidence Library software. Table 1 lists the work required to complete a successful installation. The "Appendix A Reference Number" column represents the line item in which each party is responsible. If an "X" is listed under the "WGV" column then Motorola is responsible for that particular task. If an "X" is listed under the "Agency" column, then Brea Police Department is responsible for that particular task. Detail descriptions of each major section (indicated by Bold Text) are included in Appendix A which is incorporated by reference.

Table 1. Work Breakdown Structure

Appendix A Reference Number	***WGV***	***Agency***	***Short Description (See Appendix A for details on each item)***
SVR-01	**NA**		**Installation of Server in Equipment Rack (if applicable)**
SVR-02	**NA**		Provide a suitable Rack
SVR-03	**NA**		Mounting or Racking the Server
SVR-04	**NA**		Connecting the server (120V Power connector), KVM, Network Cabling and switches, JBOD, UPS)
SVR-05	**NA**		**Provide a physical or Virtual Server that meets the specified Server Requirements**
SVR-06	**NA**		**Installation and configuration of Windows Operating System and disk storage systems**
SVR-07	**NA**		Provide Operating System License
SVR-08	**NA**		Install and configure Operating System (Includes current patches)
SVR-09	**NA**		Setup and perform backups
SVR-10	**NA**		Setup recommended disk configuration
SVR-11	**NA**		Install and configure for remote access
SVR-12	**NA**		Installation of Mikrotik Access Points
SQL-01	**NA**		**Installation of Microsoft SQL Server**
SQL-02	**NA**		Provide SQL Server Licenses
SQL-03	**NA**		Install and configure SQL Server
SQL-04	**NA**		SQL Backup and Maintenance plan
SQL-05	**N/A**		Setup SQL Instance (if shared database server),
EL-01	**X**		**Installing and configuration of Evidence Library (CLOUD)**
EL-02	**X**		Install and configure Base Software

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EL-03	X	X	Add or Sync Security Groups and Users
EL-04	X		Configure Evidence Library
EL-05	N/A		Install and configure Upload Servers (if applicable)
EL-06	X	X	**Installation of Evidence Library agent on Agency computers**
EL-07		X	Provide client computers that meet client Hardware and Software requirements.
EL-08		X	Connect client computers to Agency Network and Active Directory Domain
EL-09	X		Installation of Evidence Library Cloud Environment
EL-10	X	X	Installation and Configuration of Redactive machine (if applicable)
4RE-01	X	X	**Configuring available 4RE DVR units**
4RE-02	X		Create Configuration USB
4RE-03	X		Configure Each DVR as installs are completed
4RE-04	X	X	Change DVR IP configuration (if required)
4RE-05	NA		**MDC Application (if required)**
4RE-06	NA		Provide client computers that meet client Hardware and Software requirements for the MDC Application.
4RE-07	NA		Install and configure MDC application on each computer.
4RE-08	NA		Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion)
4RE-09		X	**4RE System In-Car Installation**
4RE-10	X	X	**4RE Interview Room setup**
4RE-11	X	X	**4RE-M 4RE Motorcycle System Installation**
4RE-12	X	X	**4RE ALPR Hardware and Software Installation**
V300-01	X	X	**Configuring available V300 body worn cameras**
V300-02	X		Create Configuration
V300-03	X	X	Configure Each V300 body worn camera
V300-04	X	X	Install/Configure Smart PoE Switch in Vehicle (if applicable)
V300-05	X	X	Install and Configure Transfer Station (if applicable)
V300-06	X	X	Install, Connect, Configure Transfer Station Racks
TEST-01	X		**Finish Testing Function of WatchGuard System**
TEST-02	X		Complete Testing Checklist
TRAIN-01	X		**Training**
TRAIN-02	X		4RE DVR Installation Training
TRAIN-03	X		4RE and V300 End User Training (Officers)
TRAIN-05	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-06	X		Evidence Library Administrative Training
TRAIN-07	X		Redactive Training
Close-01	X	X	**Project Sign-Off**

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Appendix A Reference
This appendix references the page number that include detailed actions and instructions for each "short description" in Table 1. See Appendix A, for details on each reference number.

Table of Contents
SVR-01-Installation of Server in Equipment Rack
SVR-02-Rack Requirements
SVR-03-Mounting or "Racking the Server"
SVR-04-Connecting the Server
SVR-05-Server Specifications – Physical and Virtual
SVR-06-Installation and Configuration of Windows Operating System/ Disc Storage System
SVR-07-Provide Operating System License key
SVR-08-Configure Operating System
SVR-09-Setup and Preform Backups:
SVR-10-Setup Recommended Disk Configuration (virtual and physical)
SVR-11-Install TeamViewer
AP-01-Access Point Wiring and Installation
AP-02-Cabling
AP-03-Mounting the Access Points
AP-05-Access Point and Radio Configuration
AP-06- Provide Access Point
AP-07- Configure Access Points:
AP-08- Configure In-Car Wireless Radio configuration:
AP-09-MDC Configuration
SQL-01-Installing Microsoft SQL Server (Full Version)
SQL-02-Provide License Key
SQL-03- Install and Configure SQL Server:
SQL-04- Setup SQL Backup and Maintenance Plan:
SQL-05-Special Considerations:
EL-01-Installing and Configuring Evidence Library Server components
EL-02- Evidence Library Server Installation
EL-03-Add Active Directory Groups
EL-04-Configure Evidence Library Settings
EL-05-Remote Upload Server (if applicable)
EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations

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EL-07-Minimum Workstation Hardware Requirements

EL-08-Domain / Network Connectivity

EL-09- Cloud Storage

4RE-01-Configuring 4RE DVR units

4RE-02-Create a Configuration USB

4RE-03-Configure 4RE DVR's

4RE-04-Change IP Address on DVR (if applicable)

4RE-05-MDC Application (if applicable)

4RE-06-MDC Application Requirements

4RE-07-Install MDC application

4RE-08-Setup MDC Network

4RE-09-4RE In-Car System Installation

4RE-10-Interview Room setup

4RE-11-4REM 4RE Motorcycle System Installation

4RE-12-4RE ALPR Installation

VISTA-01-Configuring VISTA WiFi cameras

VISTA-02-Create a Configuration

VISTA-03-Configure VISTA Cameras

VISTA-04-Install/Configure Smart PoE Switch in Vehicle (if applicable)

VISTA-05-Install Transfer Station (if applicable)

TEST-01- Test Function of WatchGuard System

TEST-02-Checklist

TRAIN-01-Training

TRAIN-02-4RE and VISTA WiFi End User Training (Officers)

TRAIN-03-Evidence Library User Training (Officers/Supervisors)

TRAIN-04- Evidence Library Administrative Training

TRAIN-05- Redactive Training

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Payment Schedule:

Motorola will demonstrate to Brea Police Department, through testing and demonstrations reasonably acceptable to Brea Police Department, that the 4RE and VISTA WiFi solution, and all its related components and software, are fully functional and representative of the products and services represented by Motorola. Motorola represents that it has the skills to perform the services required, and will invoice Brea Police Department according to the attached Price Estimate dated March 12, 2020.

Brea Police Department will pay Motorola. within thirty (30) days upon receipt, review and approval of Motorola's invoice, detailing the Services rendered, time spent and fee. Good faith billing disputes shall not justify non-performance of any obligations under the SA. Brea Police Department shall be authorized to withhold not more than five percent (5%) of each invoice amount. Final payment shall be made after receipt of unconditional releases from any and all contractors and suppliers, or forty-five (45) days after final acceptance of all work by Brea Police Department, whichever occurs first.

Payment Schedule

System Total	$378,708.93
Stand Alone computers	$ 6,034.00
Installation	$ 26,380.00
Estimated Taxes	$ 19,146.06
Shipping	$ 1,710.00
Year One Total:	**$431,978.99**

Payment Terms	**Percentage**	**Amount**
Payment Upon Contract Signing	25%	$107,994.75
Payment Upon Project Kickoff Meeting and Delivery of Project Plan	10%	$ 43,197.90
Payment Upon Server Delivery with Core Software System Installed	10%	$ 43,197.90
Payment Upon Installation and Go-Live of In-car system	15%	$ 64,796.85
Payment Upon Completion of Project Team Training	10%	$ 43,197.90
Payment Upon Completion of Go-Live of Body Worn Cameras (everything works as designed)	20%	$ 86,395.80
Payment Upon 30 Days Live on the SYSTEM	10%	$ 43,197.90
Total Year One Payment	**100%**	**$431,978.99**

Annual Cloud Storage	**Annual Amt**
Motorola will invoice Customer annually in advance of each year of the plan as outlined below:	
YEAR 2	$ 53,120.00
YEAR 3	$ 53,120.00
YEAR 4	$ 53,120.00
YEAR 5	$ 53,120.00

FARP (Replacement Plan)	
Motorola will invoice Customer annually in advance of each year of the plan as outlined below	
FY21-22	$ 69,723.22
FY22-23	$ 69,723.22
FY23-24	$ 69,723.22
FY24-25	$ 69,723.22
FY25-26	$ 69,723.22

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BREA POLICE DEPARTMENT 5 YEAR COST BREAKDOWN									
DESCRIPTION		QTY.	UNIT PRICE	QUOTED	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BODY WORN CAMERA HARDWARE									
	Body Camera	51	$800.00	$40,800.00	$40,800.00				
	8-Bay Transfer Station	8	$1,200.00	$9,600.00	$9,600.00				
	USB Charging Base	70	$85.00	$5,950.00	$5,950.00				
	Removable/Rechargable Batteries (Quantity Optional)	70	$85.00	$5,950.00	$5,950.00				
IN-CAR & BODY CAMERA BUNDLES									
	4RE + V300 Bundle	23	$5,300.00	$121,900.00	$121,900.00				
	4RE Panoramic Camera	23	$200.00	$4,600.00	$4,600.00				
	Wirless Kits	29	$200.00	$5,800.00	$5,800.00				
	Access Points	3	$547.33	$1,641.99	$1,641.99				
	Motorcycle Kits	6	$5,000.00	$30,000.00	$30,000.00				
LOCAL ON-PREMISE HARDWARE/ STORAGE									
	Upload Server	1	$4,500.00	$4,500.00	$4,500.00				
CLOUD STORAGE (Annual Storage Cost)									
	EvidenceLibrary.com Unlimited Device License- Assigned	68	$495.00	$33,660.00	**$33,660.00**	**$33,660.00**	**$33,660.00**	**$33,660.00**	**$33,660.00**
	EvidenceLibrary.com Unlimited Device License- Pooled	28	$695.00	$19,460.00	**$19,460.00**	**$19,460.00**	**$19,460.00**	**$19,460.00**	**$19,460.00**
WARRANTIES AND MAINTENANCE									
	V300 No-Fault 3-Year Warranty	74	$400.00	$29,600.00	$29,600.00				
	4RE 2nd Year Warranty (4RE & Interview Room)	31	$50.00	$1,550.00	$1,550.00				
	4RE 3rd Year Warranty (4RE & Interview Room)	31	$200.00	$6,200.00	$6,200.00				
	4RE 4th Year Warranty (4RE & Interview Room)	31	$325.00	$10,075.00	$10,075.00				
	4RE 5th Year Warranty (4RE & Interview Room)	31	$450.00	$13,950.00	$13,950.00				
INTERVIEW ROOMS CAMERA									
	Interview Room Cameras	2	$4,100.00	$8,200.00	$8,200.00				
OTHER CHARGES									
	On-Site Training and Implementation	1	$5,000.00	$5,000.00	$5,000.00				
	Access Point Installation	1	$1,081.94	$1,081.94	$1,081.94				
	CAD/RMS Spillman Integration (Free for Spillman customers)	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	ALPR Add-On Camera (Optional)	23	$90.00	$2,070.00	$2,070.00				
REDACTIVE SOFTWARE									
	Redactive Enterprise License (Quantity Optional)	2	$5,995.00	$11,990.00	$11,990.00				
	Redactive Maintenance and Support 3-Years	2	$2,565.00	$5,130.00	$5,130.00				
					$378,708.93	**$53,120.00**	**$53,120.00**	**$53,120.00**	**$53,120.00**

tax	$19,146.06
shipping	$1,710.00
Stand-Alone Redaction Computers (2)	$6,034.00
Installation (20 cars, 6 motorcycles)	$26,380.00
Year 1 Total	**$431,978.99**
5 YEAR TOTAL	**$644,458.99**
5 YEAR TOTAL (WITH FARP)	**$993,075.08**

Replacement Plan						
	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5 Yr Total
BWC	$26,979	$26,979	$26,979	$26,979	$26,979	$134,893
In-Car	$36,406	$36,406	$36,406	$36,406	$36,406	$182,030
BOTH (+10%)	$69,723	$69,723	$69,723	$69,723	$69,723	$348,616

Replacement plus Storage/Maintenance				
FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
$122,843	$122,843	$122,843	$122,843	$69,723

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6E.

Consideration and Approval of Easement Agreements with TPA VI, LLC for the Purchase of the City's Lease Interests in Wireless Telecommunication Sites at 101 South Brea Boulevard and 400 North Kraemer Boulevard

TO	PREPARED BY
Honorable Mayor and City Council Members	Marie Dao, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Find the below-mentioned Easement Agreements exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3);
2. Approve Easement Agreements and related closing documents with TPA VI, LLC (TowerPoint) for purchase of the City's lease interests in wireless telecommunications sites located at 101 South Brea Boulevard and 400 North Kraemer Boulevard (Attachments A through F);
3. Adopt Resolutions (Attachments G and H) approving execution of the Easement Agreements and authorizing the City Manager to execute such Easement Agreements and all related closing documents upon completion of TowerPoint's title search/commitments as described in Attachment I;
4. Authorize the City Manager to administratively make non-substantive revisions to the Easement Agreements and related closing documents as necessary or appropriate;
5. Amend the Fiscal Year 2025-27 City's General Fund (110) Operating Budget to:
    a. Appropriate up to $1,785,000 in one-time revenue from the new Easement Agreements; and
    b. De-obligate up to $194,075 (for this budget cycle) in revenue due to the new Easement Agreements' purchase of the City's interests in the two existing wireless leases.

BACKGROUND/DISCUSSION

On December 17, 2002, the City entered into a Communications Facility Lease ("lease agreement") with Los Angeles SMSA Limited Partnership, dba Verizon Wireless by AirTouch Cellular (Verizon), to install their communications equipment on the top of the elevator tower at the Downtown Parking Structure, located at 101 South Brea Boulevard. This lease agreement was originally set to expire in 2022, but was extended for an additional five years, with an option to extend for a final five-year term. It is unknown at this time if Verizon will choose to extend the lease agreement beyond December 2027.

On December 2, 2008, the City entered into an additional lease agreement with Verizon to install their communications equipment on the top of the hose tower at Fire Station 3, located at 400 North Kraemer Boulevard. This lease agreement had an initial 10-year term, with two optional five-year extensions.

On July 14, 2015, the Fire Station 3 lease agreement was amended to accommodate Verizon's request to perform improvements to the equipment and structure. The amended lease agreement also resulted in a rent increase, with no change to the term. This lease agreement is scheduled to expire in December 2028, with no additional extensions remaining.

In September 2022 and May 2025, representatives for Verizon contacted the City with requests to modify the lease agreements. City staff engaged in negotiations; however, no agreements were reached.

Additionally, in May 2025, TowerPoint contacted the City with proposals to acquire the City's interests in the two existing wireless telecommunications lease areas (lease areas). TowerPoint owns, operates, and develops wireless communications towers throughout North America. TowerPoint works with public entities across the country to provide immediate capital, while creating efficiency through its Cell Site Management service. TowerPoint's California portfolio includes the Cities of Monrovia and Sierra Madre, South Whittier Elementary School District, Sonoma Valley Unified School District, Mountains Community Hospital in Lake Arrowhead, and Lakeside Fire Protection District in San Diego.

The proposals from TowerPoint offer a lump-sum payment for each site, as follows:

Location	101 South Brea Boulevard	400 North Kraemer Boulevard
Lump-Sum Payment	$870,000	$915,000

The total payment for both sites would be approximately $1,785,000, (minus closing adjustments).

Such a deal with TowerPoint involves execution of an Easement Agreement and related closing documents (Agreements) for each lease area. The terms of the proposed Easement Agreements for both sites include, but are not limited to:

- Granting the existing easements and lease agreements at 101 South Brea Boulevard and 400 North Kraemer Boulevard to TowerPoint for a 55-year term
- City to continue maintenance of the properties in a commercially reasonable condition to allow the permitted use of the easement
- Should a new telecommunications tenant (other than Verizon) execute a lease agreement for space within the easement/s, construction plans shall be reviewed and approved by the City prior to construction
- Should a new or replacement (Verizon) telecommunications tenant execute a lease agreement for space within the easement/s, TowerPoint shall share 50% of the new tenant's rent payments with the City
- New lease agreements shall have terms consistent with Verizon's lease agreements, which include, but are not limited to:
    - Tenant shall maintain the lease area in good condition and repair, free from hazards or risk to public health, safety, or welfare
    - Tenant must maintain its levels of electromagnetic radiation within all applicable standards established by the Federal Communications Commission and/or any other governmental authority having jurisdiction
    - Tenant shall maintain specific insurance coverage

Currently, the City receives annual rental income from the lease agreements as follows:

Location	101 South Brea Boulevard	400 North Kraemer Boulevard
Annual Rental Revenue	$45,986	$48,204

The total annual rental revenue from both sites currently is $94,190.

While the existing lease agreements currently provide the City with revenue, there is the risk that Verizon could abandon one or both of the sites after, or prior to, expiration, resulting in a potential loss of revenue for the City if a new tenant is not obtained. The City does not have significant access to, or relationships with, wireless providers; therefore, the feasibility of finding a future replacement tenant is unknown.

In executing the Easement Agreements and related closing documents with TowerPoint, the responsibility of managing the lease agreements would shift from the City to TowerPoint, who has direct relationships with wireless telecommunications providers. As such, staff anticipates TowerPoint would be better suited to secure future tenants more feasibly. Also, the City will benefit by receiving a lump-sum payment from TowerPoint, without having to manage the leases directly. By obtaining an upfront, lump-sum payment, public entities are able to transfer the risk of potential cell site decommissioning and loss of future monthly rents.

ENVIRONMENTAL ASSESSMENT

The proposed Easement Agreements are exempt from the requirements to prepare environmental documentation per CEQA Guidelines Section 15061(b)(3), because it is limited to executing agreements that would specify the terms of the proposed acquisition of the City's interests in the two existing wireless telecommunications lease areas and as such, the proposed agreements will not result in a direct or reasonably foreseeable indirect physical change in the environment and will not have a significant effect on the environment. Therefore, no further environmental review is necessary.

FISCAL IMPACT/SUMMARY

By approving the Easement Agreements with TowerPoint for the two wireless telecommunications facility leases, the City's General Fund will receive up-front revenue of $1,785,000, subject to closing adjustments. After accounting for the de-obligation of the two existing leases totaling $194,075, the net fiscal impact to the General Fund is $1,590,725 of additional revenues. Additionally, the City may realize future revenue if TowerPoint successfully secures new tenants to locate wireless telecommunications equipment within the designated lease areas.

Attachments

Attachment A - Easement Agreement for 101 South Brea Boulevard.pdf

Attachment B - Easement Agreement for 400 North Kraemer Boulevard.pdf

Attachment C - Escrow Agreement for 101 South Brea Boulevard.pdf

Attachment D - Escrow Agreement for 400 North Kraemer Boulevard.pdf

Attachment E - Assignment of Lease for 101 South Brea Boulevard.pdf

Attachment F - Assignment of Lease for 400 North Kraemer Boulevard.pdf

Attachment G - Resolution for Easement Agreement for 101 South Brea Boulevard.pdf

Attachment H - Resolution for Easement Agreement for 400 North Kraemer Boulevard.pdf

Attachment I - Closing Document Approval Letter.pdf

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TCA989413

Prepared by:
Jon L. Lober
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the ____ day of _____, 2025 ("Effective Date"), by and between the City of Brea, a California municipal corporation ("Grantor") and TPA VI, LLC, a Delaware limited liability company ("Grantee").

1. **Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 155 West Birch Street, Brea, California 92821-4929, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and **Verizon Wireless** (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").

2. **Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including,

but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s) (as hereinafter defined), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications uses, utility energy storage systems, communications uses and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for fifty-five (55) years (the "Term") and this Agreement and the Easement shall terminate on _____2080. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of three (3) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 12 and 13** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. **Grantee shall provide Grantor written notice of any extension of the Telecom Tenant Lease beyond the renewal and extension terms included in the Telecom Tenant Lease as of the Effective Date hereof.** Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. Grantor represents that there is no pending or threatened action that would adversely affect the Telecom Tenant Lease, the Permitted Use, or Grantor's ability to enter into this Agreement or grant the Easement. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease**. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and no Replacement Telecom Tenant Lease shall include any new or additional obligation of the Grantor and no terms of Replacement

Telecom Tenant Lease shall be materially more adverse to Grantor than the replaced Telecom Tenant Lease ("Replacement Telecom Tenant Lease"). Any Replacement Telecom Tenant Lease shall include the requirement that the Replacement Telecom Tenant: (i) remove (as applicable) its equipment, the tower, and personal property and restore the leased premises on the Parent Property as nearly as practicable to its original condition, reasonable wear and tear excepted upon termination of its lease; (ii) provide indemnity to Grantor for the actions of Replacement Telecom Tenant, and (iii) include Grantor as an additional insured to Replacement Telecom Tenant's insurance. For any Replacement Telecom Tenant, Grantor shall have the right to review and approve construction plans for Replacement Telecom Tenant prior to commencement of construction and such approval shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Grantor. Approval shall be deemed given by Grantor where Grantor has failed to respond within sixty (60) days of notice as provided herein. Any such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property.

5. **Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant") executes a lease for space within the Easement and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Grantee's rent sharing payments shall be remitted within thirty (30) days of each collection. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4** and subject to written Grantor approval as provided for therein.

6. **Grantor Cooperation and Non-interference.** Grantor agrees to reasonably cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Notwithstanding the foregoing, any such land use application, permit, license or other document submitted shall be subjected to the standard review process and may ultimately be approved or denied by the governmental authority vested with the authority to approve or deny such submittal. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and has been approved by Grantor in writing to the extent required hereunder or by law, and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not induce or invite any Easement Tenants to use or lease space in direct competition with Grantor's Easement Tenants within the Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments subject to the consent requirements of this section. Grantee and Grantor hereby expressly agree that Grantee has the right, in its sole discretion and without the prior consent of Grantor, to assign its interest in this Agreement to any person or entity that satisfies all of the following criteria: (i) has a net worth or market capitalization comparable to that of Grantee; and (ii) either: (x) is a wireless telecommunications provider, (y) has as a primary business the operation of telecommunications tower sites or rooftop antenna sites on a

national scale or (z) controls, is controlled by or is under common control with Grantee. Additionally, Grantee and Grantor hereby expressly agree that Grantee has the right to assign its interest in this Easement to any other person or entity with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement then Grantee will be relieved of all obligations and liabilities hereunder. An assignment of this Agreement shall not be deemed a termination.

8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.

10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

11. **Mutual General Indemnification.** To the extent permitted by law, Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party. Any requirements of Grantor in this Section 11 are subject to applicable provisions of the California Government Code.

12. **Environmental Representations and Indemnification.**

    a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to

escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.

b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

a. Jurisdiction and venue under this Agreement shall be in Orange County, California. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to a party by a breach or default by the other party hereunder, and each party waives the posting of a bond. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.

b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. From the date of such notice, the defaulting party shall have thirty (30) days to cure the default, unless the default cannot reasonably be cured within thirty (30) days in which case the defaulting party shall have such additional time as necessary to cure the default so long as the defaulting party has commenced to cure the default and is diligently pursuing completion of the cure.

c. All communications shall be delivered by certified mail, return receipt requested or by a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Grantor shall provide Grantee with copies of all written notices or communications received from any Easement Tenant, or its agents. Grantee shall provide Grantor copies of all written notices received from any Easement Tenant or its agents if such written notice includes a breach of any Easement Tenant Lease beyond any applicable cure period therein and/or any notice of termination of such Easement Tenant Lease.

14. Miscellaneous.

a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.

b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.

c. Casualty. Grantor will endeavor to provide written notice to Grantee of any material casualty affecting the Easement within five (5) business days of Grantor's actual awareness of the casualty, provided that Grantor shall have no obligation whatsoever with respect to any damage on the Easement caused by any casualty not caused by Grantor. Grantee will provide written notice to Grantor of any material casualty affecting the Easement within five (5) business days of Grantee's actual awareness of the casualty. In the event of any casualty of the Easement in whole or in part, Grantee and Grantor shall be entitled to pursue their own claims under each party's own insurance policies.

d. Condemnation. In the event of any condemnation of the Easement in whole or in part, each party shall be entitled to pursue their own separate awards in the condemnation proceeding. If such condemnation results in Grantee no longer being able to use the Easement as provided herein, Grantee shall be entitled to receive any condemnation proceeds attributable to the value of the Easement as determined by the condemning authority, or in the event of an appeal, a Court of competent jurisdiction.

e. Bankruptcy**.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.

f. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)

g. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.

h. Entire Agreement**.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: CITY OF BREA, CA

_____
Kristin Griffith
City Manager

Grantor Notice Address:
City of Brea
1 Civic Center Circle
Brea, CA 92821

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VI, LLC

_____
Jon L. Lober, General Counsel

Grantee Notice Address:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON } ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TPA VI, LLC.

{affix notary seal or stamp}

_____
Notary Public
My Commission Expires: 4/4/2029

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

That portion of Section 7, Township 3 South, Range 9 West, San Bernardino Base and Meridian, in the City of Rancho San Juan Cajon de Santa Ana, in the City of Brea, County of Orange, State of California,, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at Point "A" as described in Parcel 1 of the Deed to the City of Brea, recorded October 11, 1984, and as shown on Exhibit "B" to said deed; thence Easterly along the Northerly line of Annexation No. 3-76 to the City of Brea by Resolution No. 77-45 adopted by the City Council May 17, 1977, and certified by the Secretary of State on June 28, 1977, South 89° 53' 50" East 141.59 feet to the true point of beginning of this description; thence continuing along said Northerly line South 89° 53' 50" East 198.41 feet to a line parallel with and 340.00 feet Easterly, measured at right angles, from the Easterly boundary of Tract No. 9577, as per map recorded in Book 438, Page(s) 4 through 12 inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County; thence South 0° 06' 10" West 272.23 feet along said parallel line to a point on a curve concave Northeasterly and having a radius of 2,440.00 feet concentric with the Northerly line of Lambert road, 60.00 feet in width, as described in an easement for road purposes from Union Oil of California to the City of Brea recorded December 9, 1977, in Book 12487, Page 31, Official Records of said Orange County, a radial line through said point bears North 4° 40' 30" East; thence Northwesterly along said curve through a central angle of 4° 07' 28" an arc length of 175.64 feet; thence North 50° 23' 20" West 31.07 feet to a line being parallel and 141.59 feet Easterly, measured at right angles, from the Easterly boundary of said Tract No. 9577; thence Northerly along said parallel line North 0° 06' 10" East 232.18 feet to the true point of beginning.

Except that portion of said real property lying below a depth of 500 feet measured vertically from the surface thereof, with no right of surface entry thereon, as excepted in the deed from Union Oil Company of California, a California Corporation, recorded October 11, 1984, as Instrument No. 84-421550, Official Records.

Assessor's Parcel Number: **320-073-01**

EXHIBIT B

TELECOM TENANT LEASE

That certain Communications Facility Lease dated December 17, 2002, by and between Brea Redevelopment Agency, a public entity and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated June 17, 2020, by and between City of Brea and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property described below:

The portion of the Parent Property, including the portion of rooftop of the parking structure and inside that certain building commonly known as 101 South Brea Blvd., Brea, California 92821 ("Building"), that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto, and the area on the rooftop of the Building necessary for the installation, construction, operation, maintenance, repair, modification, addition, expansion, relocation, replacement and removal of Equipment necessary for the Permitted Use.

Expanded Easement Area

That certain additional lease area measuring up to the equivalent total of five hundred fifty (500) square feet in a location to be determined by the telecommunications tenant collocating on the rooftop of that certain building on the Parent Property described herein with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to South Brea Blvd., along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TCA989413

Prepared by:
Jon L. Lober
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the ____ day of _____, 2025 ("Effective Date"), by and between the City of Brea, a California municipal corporation ("Grantor") and TPA VI, LLC, a Delaware limited liability company ("Grantee").

1. **Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 400 North Kraemer Blvd., Brea, California 92821, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and Verizon Wireless (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").

2. **Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the

like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s) (as hereinafter defined), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications uses, utility energy storage systems, communications uses and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for fifty-five (55) years (the "Term") and this Agreement and the Easement shall terminate on _____2080. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of three (3) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 12 and 13** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. **Grantee shall provide Grantor written notice of any extension of the Telecom Tenant Lease beyond the renewal and extension terms included in the Telecom Tenant Lease as of the Effective Date hereof.** Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. Grantor represents that there is no pending or threatened action that would adversely affect the Telecom Tenant Lease, the Permitted Use, or Grantor's ability to enter into this Agreement or grant the Easement. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease**. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and no Replacement Telecom Tenant Lease shall include any new or additional obligation of the Grantor and no terms of Replacement Telecom Tenant Lease shall be materially more adverse to Grantor than the replaced Telecom Tenant

Lease ("Replacement Telecom Tenant Lease"). Any Replacement Telecom Tenant Lease shall include the requirement that the Replacement Telecom Tenant: (i) remove (as applicable) its equipment, the tower, and personal property and restore the leased premises on the Parent Property as nearly as practicable to its original condition, reasonable wear and tear excepted upon termination of its lease; (ii) provide indemnity to Grantor for the actions of Replacement Telecom Tenant, and (iii) include Grantor as an additional insured to Replacement Telecom Tenant's insurance. For any Replacement Telecom Tenant, Grantor shall have the right to review and approve construction plans for Replacement Telecom Tenant prior to commencement of construction and such approval shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Grantor. Approval shall be deemed given by Grantor where Grantor has failed to respond within sixty (60) days of notice as provided herein. Any such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property.

5. **Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant") executes a lease for space within the Easement and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Grantee's rent sharing payments shall be remitted within thirty (30) days of each collection. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4** and subject to written Grantor approval as provided for therein.

6. **Grantor Cooperation and Non-interference.** Grantor agrees to reasonably cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Notwithstanding the foregoing, any such land use application, permit, license or other document submitted shall be subjected to the standard review process and may ultimately be approved or denied by the governmental authority vested with the authority to approve or deny such submittal. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and has been approved by Grantor in writing to the extent required hereunder or by law, and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not induce or invite any Easement Tenants to use or lease space in direct competition with Grantor's Easement Tenants within the Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments subject to the consent requirements of this section. Grantee and Grantor hereby expressly agree that Grantee has the right, in its sole discretion and without the prior consent of Grantor, to assign its interest in this Agreement to any person or entity that satisfies all of the following criteria: (i) has a net worth or market capitalization comparable to that of Grantee; and (ii) either: (x) is a wireless telecommunications provider, (y) has as a primary business the operation of telecommunications tower sites or rooftop antenna sites on a national scale or (z) controls, is controlled by or is under common control with Grantee. Additionally,

Grantee and Grantor hereby expressly agree that Grantee has the right to assign its interest in this Easement to any other person or entity with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement then Grantee will be relieved of all obligations and liabilities hereunder. An assignment of this Agreement shall not be deemed a termination.

8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.

10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

11. **Mutual General Indemnification.** To the extent permitted by law, Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party. Any requirements of Grantor in this Section 11 are subject to applicable provisions of the California Government Code.

12. **Environmental Representations and Indemnification.**

    a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property.

Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.

b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

a. Jurisdiction and venue under this Agreement shall be in Orange County, California. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to a party by a breach or default by the other party hereunder, and each party waives the posting of a bond. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.

b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. From the date of such notice, the defaulting party shall have thirty (30) days to cure the default, unless the default cannot reasonably be cured within thirty (30) days in which case the defaulting party shall have such additional time as necessary to cure the default so long as the defaulting party has commenced to cure the default and is diligently pursuing completion of the cure.

c. All communications shall be delivered by certified mail, return receipt requested or by a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Grantor shall provide Grantee with copies of all written notices or communications received from any Easement Tenant, or its agents. Grantee shall provide Grantor copies of all written notices received from any Easement Tenant or its agents if such written notice includes a breach of any Easement Tenant Lease beyond any applicable cure period therein and/or any notice of termination of such Easement Tenant Lease.

14. Miscellaneous.

a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.

b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.

c. Casualty. Grantor will endeavor to provide written notice to Grantee of any material casualty affecting the Easement within five (5) business days of Grantor's actual awareness of the casualty, provided that Grantor shall have no obligation whatsoever with respect to any damage on the Easement caused by any casualty not caused by Grantor. Grantee will provide written notice to Grantor of any material casualty affecting the Easement within five (5) business days of Grantee's actual awareness of the casualty. In the event of any casualty of the Easement in whole or in part, Grantee and Grantor shall be entitled to pursue their own claims under each party's own insurance policies.

d. Condemnation. In the event of any condemnation of the Easement in whole or in part, each party shall be entitled to pursue their own separate awards in the condemnation proceeding. If such condemnation results in Grantee no longer being able to use the Easement as provided herein, Grantee shall be entitled to receive any condemnation proceeds attributable to the value of the Easement as determined by the condemning authority, or in the event of an appeal, a Court of competent jurisdiction.

e. Bankruptcy**.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.

f. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)

g. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.

h. Entire Agreement**.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: CITY OF BREA CA

_____
Kristin Griffith
City Manager

Grantor Notice Address:
1 Civic Center Circle
Brea, CA 92821

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VI, LLC

_____
Jon L. Lober, General Counsel

Grantee Notice Address:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON } ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TPA VI, LLC.

{affix notary seal or stamp}

_____
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

That portion of Section 7, Township 3 South, Range 9 West, San Bernardino Base and Meridian, in the City of Rancho San Juan Cajon de Santa Ana, in the City of Brea, County of Orange, State of California,, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at Point "A" as described in Parcel 1 of the Deed to the City of Brea, recorded October 11, 1984, and as shown on Exhibit "B" to said deed; thence Easterly along the Northerly line of Annexation No. 3-76 to the City of Brea by Resolution No. 77-45 adopted by the City Council May 17, 1977, and certified by the Secretary of State on June 28, 1977, South 89° 53' 50" East 141.59 feet to the true point of beginning of this description; thence continuing along said Northerly line South 89° 53' 50" East 198.41 feet to a line parallel with and 340.00 feet Easterly, measured at right angles, from the Easterly boundary of Tract No. 9577, as per map recorded in Book 438, Page(s) 4 through 12 inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County; thence South 0° 06' 10" West 272.23 feet along said parallel line to a point on a curve concave Northeasterly and having a radius of 2,440.00 feet concentric with the Northerly line of Lambert road, 60.00 feet in width, as described in an easement for road purposes from Union Oil of California to the City of Brea recorded December 9, 1977, in Book 12487, Page 31, Official Records of said Orange County, a radial line through said point bears North 4° 40' 30" East; thence Northwesterly along said curve through a central angle of 4° 07' 28" an arc length of 175.64 feet; thence North 50° 23' 20" West 31.07 feet to a line being parallel and 141.59 feet Easterly, measured at right angles, from the Easterly boundary of said Tract No. 9577; thence Northerly along said parallel line North 0° 06' 10" East 232.18 feet to the true point of beginning.

Except that portion of said real property lying below a depth of 500 feet measured vertically from the surface thereof, with no right of surface entry thereon, as excepted in the deed from Union Oil Company of California, a California Corporation, recorded October 11, 1984, as Instrument No. 84-421550, Official Records.

Assessor's Parcel Number: **320-073-01**

EXHIBIT B

TELECOM TENANT LEASE

That certain Communications Facility Lease dated December 2, 2008, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated July 14, 2015, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease premises under each Telecom Tenant Lease including but not limited as follows:

The rooftop and interior of that certain existing hose tower ("Hose Tower") adjacent to the building commonly known as 400 North Kraemer Blvd., Brea, California 92821 ("Building");; including the interior portion of the Hose Tower to allow for installation of antennas. Also and including any area inside the Building or on ground level of the Parent Property that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to North Kraemer Blvd, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2025, by and between CITY OF BREA CA (hereinafter referred to as "Seller"); TPA VI, LLC (hereinafter referred to as "Purchaser"); (Seller and Purchaser are sometimes hereinafter referred to jointly as "Parties and individually as "Party") and TitleVest Agency, LLC (hereinafter referred to as "Escrow/Settlement Agent");

WITNESSETH

WHEREAS, Seller and Purchaser have entered into an agreement for the purchase and sale of a 55-year easement to a portion of that certain property more particularly described on attached "EXHIBIT A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser and Seller desire to have Escrow/Settlement Agent receive original executed documents, receive proceeds from Purchaser and disburse such proceeds according to the instructions set forth below.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint TitleVest Agency, LLC as Escrow/Settlement Agent hereunder.
2. Purchaser shall deliver to Escrow/Settlement Agent the Purchaser's Closing Costs, as set forth on the Purchaser's Settlement Statement, in the form of a wire transfer to an account so designated by Escrow/Settlement Agent. Such account shall have immediate availability to funds as to not delay funding of Seller's proceeds.
3. The Escrow/Settlement Agent agrees to hold and disburse such funds, in accordance with the executed Settlement Statement, as hereinafter provided.
4. Upon receipt of the required "Closing Documents" as noted on Closing Instruction Letter attached hereto as Exhibit "B" and the Purchaser's closing costs as noted in Item #2 above, Escrow/Settlement Agent shall timely deliver the Seller's Proceeds to Seller, as directed by Seller pursuant to the Seller Disbursement Authorization on Exhibit 'C'. Escrow/Settlement Agent is specifically given permission to withhold a reserve to pay and/or secure evidence of payment of delinquent taxes, interest and penalties, if any.
5. Upon funding of the Seller's Proceeds, Escrow/Settlement Agent will forward the appropriate original documents for recordation in the appropriate jurisdiction and title to the estate purchased shall be considered vested in Purchaser and the document shall be considered binding and enforceable.
6. In the event that the contemplated sale shall not take place, upon written notification from both Purchaser and Seller the Escrow/Settlement Agent shall deliver any funds received to Purchaser or as otherwise instructed by the parties hereto. Original documents shall be returned or destroyed as instructed by the parties hereto.
7. The Parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow/Settlement Agent shall be reimbursed by the responsible party for any loss or damage (including reasonable in-house or outside attorney's fees and expenses) which it may incur as a result of serving as Escrow/Settlement Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Escrow/Settlement Agent shall not incur any liability with respect to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow/Settlement Agent shall in good faith believe (a) to be genuine, (b) to

have been signed or presented by a proper person or persons, and/or (c) to conform with the provisions of this Escrow Agreement. In no event shall Escrow/Settlement Agent's liability exceed the amount of its fee for acting as Escrow/Settlement Agent.

8. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow/Settlement Agent to justify its doing so, Escrow/Settlement Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged. Escrow/Settlement Agent shall be reimbursed for all costs and fees incurred, including reasonable attorney fees, from the unsuccessful Party or out of the escrow if no judicial determination is made.

9. With regard to any transfer taxes or title related charges which are required to be paid by the responsible party for payment in connection with this transaction, the responsible party for payment hereby agrees to pay to TitleVest Agency, LLC ("Title Company") promptly upon demand, any shortfall in any such transfer taxes or charges that should have been charged and collected from the responsible party for payment but were not for whatever reason including a County Clerk's, Recorder's or Registry's clerical error or oversight in collecting such transfer taxes or title related charges. The Parties further agree, if requested by the Title Company, to promptly and fully cooperate and adjust any clerical error, correction or omission of any document, if deemed necessary or desirable by the Title Company. Excess transfer taxes, if any, shall be held by the Title Company for up to six (6) months following the closing, pending possible assessment or re-assessment by the taxing authority.

10. This document may be executed in counterparts and such counter parted signatures shall be considered as a whole. Facsimile signature of this Escrow Agreement, and any instructions, directions or requests, made among the parties hereto shall be deemed to be reliable, binding and enforceable upon such parties.

11. In the event any of the original executed documents deposited in escrow misstate or inaccurately reflect information contained therein, and such misstatement or inaccuracy is due to a mistake on the part of clerical error, then in such event Purchaser or Seller shall, upon request by the other and in order to correct such misstatement or inaccuracy, execute such new documents as may be deemed necessary to remedy such inaccuracy or mistake, or slip sheet pages of documents to remedy such inaccuracy or mistake upon receipt of written approval by the parties to the original executed document. Further, Purchaser and Seller agree that in such event they will provide joint direction to Escrow Agent to revise the documents accordingly.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

SELLER: CITY OF BREA CA

BY: _____

Kristin Griffith, City Manager

ADDRESS: 1 Civic Center Circle
Brea, CA 92821

PHONE:

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

PURCHASER: TPA VI, LLC

BY: _____
NAME: JON L. LOBER
TITLE: GENERAL COUNSEL

ADDRESS: 1170 PEACHTREE STREET, SUITE 1650
ATLANTA, GEORGIA 30309

PHONE: 678-775-0360
FAX: 678-775-0361

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

ESCROW AGENT: TITLEVEST AGENCY, LLC

BY: _____
NAME: Joseph Mangus
TITLE: Escrow Agent

ADDRESS: 110 East 42nd Street, 10th Floor
New York, NY 10017

PHONE: 646-429-3125 (direct)
FAX: 212-757-0466 (fax)
EMAIL: joseph.mangus@titlevest.com
telecom@titlevest.com

EXHIBIT A

Parcel 1 of Parcel Map No. 96-177, in the City of Brea, County of Orange, State of California, as per map filed in Book 300, Pages 45 to 48 inclusive of Parcel Maps, in the office of the County Recorder of said County.

Excepting therefrom all coal, oil, petroleum, natural gas and other hydrocarbons upon, in or under said land, but without the right of surface entry, as reserved by Ontario Investment Company in the deed recorded November 28, 1910, in Book 194, Page 243 of Deeds, records of Orange County, California and in other deeds of record.

EXHIBIT 'B'

Closing Instruction Letter

1) ☐ Seller and Purchaser to execute in Counterpart this Escrow Agreement. Facsimile or Originals to be provided to TitleVest Agency, LLC (1 Copy or Original)

2) ☐ Seller and Purchaser to Execute, Notarize and Witness the Easement Agreement and other required documents in form for recording/filing, together with recording/filing fees and transfer taxes. Original fully executed document to be forwarded to TitleVest Agency, LLC (2 Originals)

3) ☐ Seller and Purchaser to execute the Settlement Statement and forward originals to TitleVest Agency, LLC (1 Original or Copy-with 1 Original to be received within 2 business days of closing)

4) ☐ Seller to provide Owners Affidavit executed and notarized by all Sellers. (1 Original).

5) ☐ Seller to provide Corporate Resolution executed or other documentation confirming authorization for execution of the Easement Agreement. (1 Original or Copy).

6) ☐ Seller to complete Exhibit 'C' of this Escrow Agreement. In the event the Seller Disbursement Authorization is not completed as enclosed the Escrow Agent shall forward Sellers Proceeds via standard U.S. Mail to the address for Seller as set forth with its signature above.

7) ☐ If there is one or more mortgages on this property the Seller is to provide a fully executed Subordination Non-Disturbance and Attornment Agreement from all Lender's listed as Mortgagee's on the Mortgage Schedule of the Title Report.

8) ☐ If Seller is an LLC, then the following must be provided prior to closing:

   a. Proof of due formation:

      i. Proof of filing of the Articles of Organization with the Secretary of State;

      ii. Proof of publication of the Article of Organization (or a notice containing the substance of the articles).

   b. Articles of Organization and Operating Agreement must be produced and reviewed; additional exceptions may be raised upon review of same.

   c. Proof is required that there has been no change in the make-up or composition of the organization, and that there have been no amendments to the Articles of Organization or Operating Agreement. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

EXHIBIT C

SELLER DISBURSEMENT AUTHORIZATION

RE: 250 Water Tower Drive, Corning, Arkansas 72422 **Escrow No.: TCA989416**

PROCEEDS/FUNDS DISBURSEMENT INSTRUCTIONS: The undersigned directs that the proceeds/funds due will be disbursed in the following manner:

[ ] Held for pick up at this office (ID will be required) [ ] Sent via overnight delivery
[ ] Mail to: _____
[ ] Other: _____
[ ] Sent via wire transfer
(if checked, ***Attach wiring instructions of receiving bank or fill in below. With cyber fraud on the increase, we suggest you mail, use an overnight service or hand-deliver any items containing banking or other private information and not send via email.)***

Please Note: **Modified or amended disbursement instructions must be signed** by the parties at an office of TitleVest Agency, LLC. Proof of identity will be required.

Funds disbursed to other than record owner must be in writing with authorized approval by TitleVest Agency, LLC and possibly buyer/borrower's lender on a TILA-RESPA Integrated Disclosure (TRID) regulated loan.

Receiving Banks may impose a charge for the receipt of any wire transfers.

Escrow Holder is not responsible for delays in wiring caused by time restrictions of the Federal Reserve Board or late confirmation of recording.

When funds are sent to a bank outside the United States, Escrow Holder shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. Escrow Holder shall have no liability or responsibility after properly initiating the outgoing wire transfer. For best results on an outgoing international wire transfer, the international bank should provide written wire instructions.

Bank Name: _____
Name on Acct: _____
Account No.: _____
FEDWIRE Routing No.: _____
Any further instructions: _____

Date: _____

SELLER: CITY OF BREA CA

BY: _____
Kristin Griffith, City Manager

Best Phone No: _____

Forwarding Address: _____

_____

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2025, by and between CITY OF BREA CA (hereinafter referred to as "Seller"); TPA VI, LLC (hereinafter referred to as "Purchaser"); (Seller and Purchaser are sometimes hereinafter referred to jointly as "Parties and individually as "Party") and TitleVest Agency, LLC (hereinafter referred to as "Escrow/Settlement Agent");

WITNESSETH

WHEREAS, Seller and Purchaser have entered into an agreement for the purchase and sale of a 55-year easement to a portion of that certain property more particularly described on attached "EXHIBIT A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser and Seller desire to have Escrow/Settlement Agent receive original executed documents, receive proceeds from Purchaser and disburse such proceeds according to the instructions set forth below.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint TitleVest Agency, LLC as Escrow/Settlement Agent hereunder.
2. Purchaser shall deliver to Escrow/Settlement Agent the Purchaser's Closing Costs, as set forth on the Purchaser's Settlement Statement, in the form of a wire transfer to an account so designated by Escrow/Settlement Agent. Such account shall have immediate availability to funds as to not delay funding of Seller's proceeds.
3. The Escrow/Settlement Agent agrees to hold and disburse such funds, in accordance with the executed Settlement Statement, as hereinafter provided.
4. Upon receipt of the required "Closing Documents" as noted on Closing Instruction Letter attached hereto as Exhibit "B" and the Purchaser's closing costs as noted in Item #2 above, Escrow/Settlement Agent shall timely deliver the Seller's Proceeds to Seller, as directed by Seller pursuant to the Seller Disbursement Authorization on Exhibit 'C'. Escrow/Settlement Agent is specifically given permission to withhold a reserve to pay and/or secure evidence of payment of delinquent taxes, interest and penalties, if any.
5. Upon funding of the Seller's Proceeds, Escrow/Settlement Agent will forward the appropriate original documents for recordation in the appropriate jurisdiction and title to the estate purchased shall be considered vested in Purchaser and the document shall be considered binding and enforceable.
6. In the event that the contemplated sale shall not take place, upon written notification from both Purchaser and Seller the Escrow/Settlement Agent shall deliver any funds received to Purchaser or as otherwise instructed by the parties hereto. Original documents shall be returned or destroyed as instructed by the parties hereto.
7. The Parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow/Settlement Agent shall be reimbursed by the responsible party for any loss or damage (including reasonable in-house or outside attorney's fees and expenses) which it may incur as a result of serving as Escrow/Settlement Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Escrow/Settlement Agent shall not incur any liability with respect to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow/Settlement Agent shall in good faith believe (a) to be genuine, (b) to

have been signed or presented by a proper person or persons, and/or (c) to conform with the provisions of this Escrow Agreement. In no event shall Escrow/Settlement Agent's liability exceed the amount of its fee for acting as Escrow/Settlement Agent.

8. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow/Settlement Agent to justify its doing so, Escrow/Settlement Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged. Escrow/Settlement Agent shall be reimbursed for all costs and fees incurred, including reasonable attorney fees, from the unsuccessful Party or out of the escrow if no judicial determination is made.

9. With regard to any transfer taxes or title related charges which are required to be paid by the responsible party for payment in connection with this transaction, the responsible party for payment hereby agrees to pay to TitleVest Agency, LLC ("Title Company") promptly upon demand, any shortfall in any such transfer taxes or charges that should have been charged and collected from the responsible party for payment but were not for whatever reason including a County Clerk's, Recorder's or Registry's clerical error or oversight in collecting such transfer taxes or title related charges. The Parties further agree, if requested by the Title Company, to promptly and fully cooperate and adjust any clerical error, correction or omission of any document, if deemed necessary or desirable by the Title Company. Excess transfer taxes, if any, shall be held by the Title Company for up to six (6) months following the closing, pending possible assessment or re-assessment by the taxing authority.

10. This document may be executed in counterparts and such counter parted signatures shall be considered as a whole. Facsimile signature of this Escrow Agreement, and any instructions, directions or requests, made among the parties hereto shall be deemed to be reliable, binding and enforceable upon such parties.

11. In the event any of the original executed documents deposited in escrow misstate or inaccurately reflect information contained therein, and such misstatement or inaccuracy is due to a mistake on the part of clerical error, then in such event Purchaser or Seller shall, upon request by the other and in order to correct such misstatement or inaccuracy, execute such new documents as may be deemed necessary to remedy such inaccuracy or mistake, or slip sheet pages of documents to remedy such inaccuracy or mistake upon receipt of written approval by the parties to the original executed document. Further, Purchaser and Seller agree that in such event they will provide joint direction to Escrow Agent to revise the documents accordingly.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

SELLER: CITY OF BREA CA

BY: _____

Kristin Griffith, City Manager

ADDRESS: 1 Civic Center Circle
Brea, CA 92821

PHONE:

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

PURCHASER: TPA VI, LLC

BY: _____
NAME: JON L. LOBER
TITLE: GENERAL COUNSEL

ADDRESS: 1170 PEACHTREE STREET, SUITE 1650
ATLANTA, GEORGIA 30309

PHONE: 678-775-0360
FAX: 678-775-0361

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

ESCROW AGENT: TITLEVEST AGENCY, LLC

BY: _____
NAME: Joseph Mangus
TITLE: Escrow Agent

ADDRESS: 110 East 42nd Street, 10th Floor
New York, NY 10017

PHONE: 646-429-3125 (direct)
FAX: 212-757-0466 (fax)
EMAIL: joseph.mangus@titlevest.com
telecom@titlevest.com

EXHIBIT A

All that certain real property situated in the County of Orange, State of California, described as follows:

That portion of Section 7, Township 3 South, Range 9 West, San Bernardino Base and Meridian, in the City of Rancho San Juan Cajon de Santa Ana, in the City of Brea, County of Orange, State of California,, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at Point "A" as described in Parcel 1 of the Deed to the City of Brea, recorded October 11, 1984, and as shown on Exhibit "B" to said deed; thence Easterly along the Northerly line of Annexation No. 3-76 to the City of Brea by Resolution No. 77-45 adopted by the City Council May 17, 1977, and certified by the Secretary of State on June 28, 1977, South 89° 53' 50" East 141.59 feet to the true point of beginning of this description; thence continuing along said Northerly line South 89° 53' 50" East 198.41 feet to a line parallel with and 340.00 feet Easterly, measured at right angles, from the Easterly boundary of Tract No. 9577, as per map recorded in Book 438, Page(s) 4 through 12 inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County; thence South 0° 06' 10" West 272.23 feet along said parallel line to a point on a curve concave Northeasterly and having a radius of 2,440.00 feet concentric with the Northerly line of Lambert road, 60.00 feet in width, as described in an easement for road purposes from Union Oil of California to the City of Brea recorded December 9, 1977, in Book 12487, Page 31, Official Records of said Orange County, a radial line through said point bears North 4° 40' 30" East; thence Northwesterly along said curve through a central angle of 4° 07' 28" an arc length of 175.64 feet; thence North 50° 23' 20" West 31.07 feet to a line being parallel and 141.59 feet Easterly, measured at right angles, from the Easterly boundary of said Tract No. 9577; thence Northerly along said parallel line North 0° 06' 10" East 232.18 feet to the true point of beginning.

Except that portion of said real property lying below a depth of 500 feet measured vertically from the surface thereof, with no right of surface entry thereon, as excepted in the deed from Union Oil Company of California, a California Corporation, recorded October 11, 1984, as Instrument No. 84-421550, Official Records.

Assessor's Parcel Number: **320-073-01**

EXHIBIT 'B'

Closing Instruction Letter

1) ☐ Seller and Purchaser to execute in Counterpart this Escrow Agreement. Facsimile or Originals to be provided to TitleVest Agency, LLC (1 Copy or Original)

2) ☐ Seller and Purchaser to Execute, Notarize and Witness the Easement Agreement and other required documents in form for recording/filing, together with recording/filing fees and transfer taxes. Original fully executed document to be forwarded to TitleVest Agency, LLC (2 Originals)

3) ☐ Seller and Purchaser to execute the Settlement Statement and forward originals to TitleVest Agency, LLC (1 Original or Copy-with 1 Original to be received within 2 business days of closing)

4) ☐ Seller to provide Owners Affidavit executed and notarized by all Sellers. (1 Original).

5) ☐ Seller to provide Corporate Resolution executed or other documentation confirming authorization for execution of the Easement Agreement. (1 Original or Copy).

6) ☐ Seller to complete Exhibit 'C' of this Escrow Agreement. In the event the Seller Disbursement Authorization is not completed as enclosed the Escrow Agent shall forward Sellers Proceeds via standard U.S. Mail to the address for Seller as set forth with its signature above.

7) ☐ If there is one or more mortgages on this property the Seller is to provide a fully executed Subordination Non-Disturbance and Attornment Agreement from all Lender's listed as Mortgagee's on the Mortgage Schedule of the Title Report.

8) ☐ If Seller is an LLC, then the following must be provided prior to closing:

   a. Proof of due formation:

      i. Proof of filing of the Articles of Organization with the Secretary of State;

      ii. Proof of publication of the Article of Organization (or a notice containing the substance of the articles).

   b. Articles of Organization and Operating Agreement must be produced and reviewed; additional exceptions may be raised upon review of same.

   c. Proof is required that there has been no change in the make-up or composition of the organization, and that there have been no amendments to the Articles of Organization or Operating Agreement. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

EXHIBIT C

SELLER DISBURSEMENT AUTHORIZATION

RE: 250 Water Tower Drive, Corning, Arkansas 72422 **Escrow No.: TCA989416**

PROCEEDS/FUNDS DISBURSEMENT INSTRUCTIONS: The undersigned directs that the proceeds/funds due will be disbursed in the following manner:

[ ] Held for pick up at this office (ID will be required) [ ] Sent via overnight delivery
[ ] Mail to: _____
[ ] Other: _____
[ ] Sent via wire transfer
(if checked, ***Attach wiring instructions of receiving bank or fill in below. With cyber fraud on the increase, we suggest you mail, use an overnight service or hand-deliver any items containing banking or other private information and not send via email.)***

Please Note: **Modified or amended disbursement instructions must be signed** by the parties at an office of TitleVest Agency, LLC. Proof of identity will be required.

Funds disbursed to other than record owner must be in writing with authorized approval by TitleVest Agency, LLC and possibly buyer/borrower's lender on a TILA-RESPA Integrated Disclosure (TRID) regulated loan.

Receiving Banks may impose a charge for the receipt of any wire transfers.

Escrow Holder is not responsible for delays in wiring caused by time restrictions of the Federal Reserve Board or late confirmation of recording.

When funds are sent to a bank outside the United States, Escrow Holder shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. Escrow Holder shall have no liability or responsibility after properly initiating the outgoing wire transfer. For best results on an outgoing international wire transfer, the international bank should provide written wire instructions.

Bank Name: _____
Name on Acct: _____
Account No.: _____
FEDWIRE Routing No.: _____
Any further instructions: _____

Date: _____

SELLER: CITY OF BREA CA

BY: _____
Kristin Griffith, City Manager

Best Phone No: _____

Forwarding Address: _____

_____

Record and Return to:
Name: Joseph Mangus
Address: TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title #: TCA989413

Prepared by:
Jon L. Lober
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

ASSIGNMENT OF LEASE

To be effective on _____, 2025, and in consideration of One Dollar ($1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA VI, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor CITY OF BREA CA, with principal offices located at 1 Civic Center Circle, Brea, California 92821 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

> That certain Communications Facility Lease dated December 17, 2002, by and between Brea Redevelopment Agency, a public entity and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated June 17, 2020, by and between City of Brea and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this _____day of _____, 2025.

Assignor: CITY OF BREA CA

_____
Kristin Griffith
City Manager
1 Civic Center Circle
Brea, California 92821

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this _____day of _____, 2025.

Assignee: TPA VI, LLC

_____

Jon L. Lober
General Counsel
1170 Peachtree Street, Suite 1650
Atlanta, Georgia 30309
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON } ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TPA VI, LLC.

{affix notary seal or stamp}

_____
Notary Public
My Commission Expires: 4/4/2029

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 of Parcel Map No. 96-177, in the City of Brea, County of Orange, State of California, as per map filed in Book 300, Pages 45 to 48 inclusive of Parcel Maps, in the office of the County Recorder of said County.

Excepting therefrom all coal, oil, petroleum, natural gas and other hydrocarbons upon, in or under said land, but without the right of surface entry, as reserved by Ontario Investment Company in the deed recorded November 28, 1910, in Book 194, Page 243 of Deeds, records of Orange County, California and in other deeds of record.

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Communications Facility Lease dated December 17, 2002, by and between Brea Redevelopment Agency, a public entity and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated June 17, 2020, by and between City of Brea and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

Record and Return to:
Name: Joseph Mangus
Address: TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title #: TCA989416

Prepared by:
Jon L. Lober
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

ASSIGNMENT OF LEASE

To be effective on _____, 2025, and in consideration of One Dollar ($1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA VI, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor CITY OF BREA CA, with principal offices located at 1 Civic Center Circle, Brea, California 92821 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

> That certain Communications Facility Lease dated December 2, 2008, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated July 14, 2015, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this _____day of _____, 2025.

Assignor: CITY OF BREA CA

_____
Kristin Griffith
City Manager
1 Civic Center Circle
Brea, California 92821

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this _____day of _____, 2025.

Assignee: TPA VI, LLC

_____

Jon L. Lober
General Counsel
1170 Peachtree Street, Suite 1650
Atlanta, Georgia 30309
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON } ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TPA VI, LLC.

{affix notary seal or stamp}

_____
Notary Public
My Commission Expires: 4/4/2029

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Orange, State of California, described as follows:

That portion of Section 7, Township 3 South, Range 9 West, San Bernardino Base and Meridian, in the City of Rancho San Juan Cajon de Santa Ana, in the City of Brea, County of Orange, State of California,, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at Point "A" as described in Parcel 1 of the Deed to the City of Brea, recorded October 11, 1984, and as shown on Exhibit "B" to said deed; thence Easterly along the Northerly line of Annexation No. 3-76 to the City of Brea by Resolution No. 77-45 adopted by the City Council May 17, 1977, and certified by the Secretary of State on June 28, 1977, South 89° 53' 50" East 141.59 feet to the true point of beginning of this description; thence continuing along said Northerly line South 89° 53' 50" East 198.41 feet to a line parallel with and 340.00 feet Easterly, measured at right angles, from the Easterly boundary of Tract No. 9577, as per map recorded in Book 438, Page(s) 4 through 12 inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County; thence South 0° 06' 10" West 272.23 feet along said parallel line to a point on a curve concave Northeasterly and having a radius of 2,440.00 feet concentric with the Northerly line of Lambert road, 60.00 feet in width, as described in an easement for road purposes from Union Oil of California to the City of Brea recorded December 9, 1977, in Book 12487, Page 31, Official Records of said Orange County, a radial line through said point bears North 4° 40' 30" East; thence Northwesterly along said curve through a central angle of 4° 07' 28" an arc length of 175.64 feet; thence North 50° 23' 20" West 31.07 feet to a line being parallel and 141.59 feet Easterly, measured at right angles, from the Easterly boundary of said Tract No. 9577; thence Northerly along said parallel line North 0° 06' 10" East 232.18 feet to the true point of beginning.

Except that portion of said real property lying below a depth of 500 feet measured vertically from the surface thereof, with no right of surface entry thereon, as excepted in the deed from Union Oil Company of California, a California Corporation, recorded October 11, 1984, as Instrument No. 84-421550, Official Records.

Assessor's Parcel Number: **320-073-01**

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Communications Facility Lease dated December 2, 2008, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, as amended by that certain First Amendment to Communications Facility Lease dated July 14, 2015, by and between City of Brea, a municipal corporation and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, APPROVING THE EXECUTION OF EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF BREA AND TPA VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY MANAGER OF THE CITY OF BREA TO SIGN SUCH EASEMENTAGREEMENT ON BEHALF OF THE CITY OF BREA AND TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN ASSIGNMENT OF LEASE

WHEREAS, the City Council of the City of Brea authorized the City Manager to enter negotiations for granting of a 55-year Easement Agreement (the "Easement Agreement") as to the City's interest in an existing cell tower site (the "Site") located at 101 South Brea Blvd., Brea, California; and

WHEREAS, pursuant to the direction of the City Council, the City Manager negotiated the terms of the Easement Agreement for the Site in substantial compliance with the terms and provisions of the Letter of Intent dated August 20, 2025, with TowerPoint Acquisitions, LLC; and

WHEREAS, the terms of the Easement Agreement provide for transfer of the City's interest in the Site for placement of telecommunications facilities to TPA VI, LLC for a lump sum of $870,000.00; and

WHEREAS, pursuant to the provisions of state statutes and Brea City Code Section 2.04.060(M), the City Manager is granted the authority to sign written contracts and conveyances entered into and made by the City as authorized by ordinance, resolution, or other official action of the City Council; and

WHEREAS, pursuant to the provisions of state statutes and the Brea City Code, the City Clerk is authorized to acknowledge the execution of all instruments executed by the City which required acknowledgment.

NOW THEREFORE, BE IT HEREBY RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BREA THAT a Easement Agreement by and between the City of Brea and TPA VI, LLC, a Delaware limited liability company, in the form presented, is hereby approved and authorized for execution.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Manager of the City of Brea, Kristin Griffith, is hereby authorized to execute the Easement Agreement on behalf of the City of Brea.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT The City Manager of the City of Brea, Kristin Griffith, is hereby authorized to execute on behalf of the City of Brea, all closing documents required to close the transaction described in the Easement Agreement and the Letter of Intent.

The provisions of this Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BREA:

_____ _____
Kristin Griffith, City Manager

ATTEST:

_____ _____
_____, City Clerk _____, Jeryn Fletcher

APPROVED AS TO FORM:

_____ _____
_____, City Attorney

_____

_____

_____

_____

_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, APPROVING THE EXECUTION OF EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF BREA AND TPA VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY MANAGER OF THE CITY OF BREA TO SIGN SUCH EASEMENTAGREEMENT ON BEHALF OF THE CITY OF BREA AND TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN ASSIGNMENT OF LEASE

WHEREAS, the City Council of the City of Brea authorized the City Manager to enter negotiations for granting of a 55-year Easement Agreement (the "Easement Agreement") as to the City's interest in an existing cell tower site (the "Site") located at 400 North Kraemer Blvd., Brea, California; and

WHEREAS, pursuant to the direction of the City Council, the City Manager negotiated the terms of the Easement Agreement for the Site in substantial compliance with the terms and provisions of the Letter of Intent dated August 20, 2025, with TowerPoint Acquisitions, LLC; and

WHEREAS, the terms of the Easement Agreement provide for transfer of the City's interest in the Site for placement of telecommunications facilities to TPA VI, LLC for a lump sum of $870,000.00; and

WHEREAS, pursuant to the provisions of state statutes and Brea City Code Section 2.04.060(M), the City Manager is granted the authority to sign written contracts and conveyances entered into and made by the City as authorized by ordinance, resolution, or other official action of the City Council; and

WHEREAS, pursuant to the provisions of state statutes and the Brea City Code, the City Clerk is authorized to acknowledge the execution of all instruments executed by the City which required acknowledgment.

NOW THEREFORE, BE IT HEREBY RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BREA THAT a Easement Agreement by and between the City of Brea and TPA VI, LLC, a Delaware limited liability company, in the form presented, is hereby approved and authorized for execution.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Manager of the City of Brea, Kristin Griffith, is hereby authorized to execute the Easement Agreement on behalf of the City of Brea.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT The City Manager of the City of Brea, Kristin Griffith, is hereby authorized to execute on behalf of the City of Brea, all closing documents required to close the transaction described in the Easement Agreement and the Letter of Intent.

The provisions of this Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BREA:

_____ _____
Kristin Griffith, City Manager

ATTEST:

_____ _____
_____, City Clerk _____, Jeryn Fletcher

APPROVED AS TO FORM:

_____ _____
_____, City Attorney

_____

_____

_____

_____

_____

TOWERPOINT

September 10, 2025

City of Brea
1 Civic Center Circle
Brea, CA 92821

RE: Approval of Closing Documents for cell sites located at 101 South Brea Blvd., Brea, California 92821 and 400 North Kraemer Blvd., Brea, California 92821("Properties")

To whom it may concern:

TPA VI, LLC ("TowerPoint") has delivered electronic copies of an Easement Agreement, an Assignment of Lease and an Escrow Agreement ("Closing Documents") for each of the above referenced Properties to the City of Brea. These documents have been approved by TowerPoint.

Our due diligence is otherwise complete, but we are waiting on our title searches/title commitments for the Properties to confirm there are no liens or other matters that would delay closing. Once we have the title commitments we will have completed our due diligence and we can proceed to our formal approval allowing us to sign the Closing Documents.

We appreciate your consideration in reviewing and approving these transactions. We look forward to closing!

Best Regards,

TowerPoint

Jon Lober

General Counsel

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6F.

Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Review and approve the Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan through Public Agency Retirement Services (PARS).

BACKGROUND/DISCUSSION

On November 17, 2015, the Brea City Council approved participation in the Public Agencies Post-Employment Benefit Trust Program, establishing the City's Employee Benefits Fund Pension Plan. The Plan is administered by Public Agencies Retirement Services (PARS) through an irrevocable Section 115 Trust, enabling the City to pre-fund its pension obligations.

Key Benefits of Participation

- City Oversight: The City retains full control over the investment strategy and portfolio risk tolerance.
- Enhanced Investment Flexibility: Trust assets can be invested in a broader range and higher-yielding potential than those available to General Fund assets.
- Pension Rate Stabilization: Funds can be used to offset unexpected increases in CalPERS contribution rates.
- Improved Credit Profile: Participation may positively influence the City's bond rating.
- Asset Accessibility: Funds remain accessible at any time, provided they are used to meet pension-related obligations.

Investment Policy Guidelines

- Collaborative Development: Guidelines are established by PARS, PFM Asset Management (the Plan's Investment Advisor), and the City's Investment Advisory Committee (IAC).
- Purpose: To clearly define investment objectives, guide long-term strategy through market fluctuations, and establilsh roles and responsibilities for:
  - Trustee
  - Investment Manager
  - Investment Advisory Committee

Ongoing Oversight

- The Investment Advisory Committee (IAC), in coordination with PARS and PFM, conducts an annual review of the Investment Policy Guidelines.
- The current strategy follows a "Balanced Objective"—aiming for both income growth and principal appreciation.
- No changes have been recommended for the upcoming review cycle.

COMMISSION/COMMITTEE RECOMMENDATION

At the Investment Advisory Committee meeting held on July 28, 2025, the Committee reviewed the Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan and recommended them for City Council consideration.

FISCAL IMPACT/SUMMARY

There is no fiscal impact for approving the Investment Policy Guidelines.

Attachments

2025-07 Investment Policy Statement - 115 Pension Brea - Balanced.pdf

INVESTMENT POLICY STATEMENT

FOR

CITY OF BREA

SECTION 115 TRUST PENSION FUND

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The City of Brea "City" has established a section 115 Trust known as the City of Brea Section 115 Pension Trust (the "Trust"). This Trust will be used to invest monies to fund the City's unfunded liability in the California Public Employee Retirement System ("CalPERS"). The City Council of Brea ("Council") has given authority to the Plan Administrator to establish and adopt the investment Policy Statement ("Policy Statement") for the following purposes.

Purpose

Funds set aside in the Section 115 Trust are safeguarded from diversion to other budgetary uses and generally may be invested in a broader range of securities than would typically be permitted for public agency operating funds, potentially increasing earnings. Therefore, higher returns can improve the City's ability to meet future pension obligations. An additional advantage of holding funds in the Trust rather than contributing an equivalent amount directly to CalPERS is that the City retains control over the timing and amount of disbursements from the Trust. Retaining control of the funds in the Trust provides the flexibility to meet current or accrued liabilities based on the financial circumstances at that time. The City also controls the timing of contributions to the Trust.

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations, and investment guidelines for Fund assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence, and legal requirements for Trust assets.

Investment Authority

The Council has appointed the City Manager to be the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.
2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).

5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled “Performance Expectations”.

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"Growth Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the Growth Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, private or leveraged equity, and certain real estate investments.

"Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities, guaranteed investment contracts, and certain real estate investments.

"Real Return Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on real returns, net of inflation. Investments within the Real Return category may include, but are not limited to, inflation protected securities, commodities, certain real estate investments, natural resources, and liquid alternatives.

Time Horizon

The Trust’s investment objectives are based on a long-term investment horizon (“Time Horizon”) of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets. However, this portfolio of assets is viewed by the City as the first pool of assets that would be utilized to support pension expenses. As such, the time horizon for this portfolio could be less than five years based on budget conditions, or any increase in expenses arising from CalPERS.

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation: Balanced (Strategic Blend)

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

	Asset Weightings	
Asset Classes	**Range**	**Target**
Growth Assets		
Domestic Equity	20% - 50%	36%
International Equity	10% - 36%	18%
Other	0% - 20%	6%
Income Assets		
Fixed Income	25% - 50%	38%
Other	0% - 20%	0%
Real Return Assets	0% - 20%	0%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. The Advisor may also rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's blended benchmark target rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust. Managers must meet the following criteria:

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the

investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of Equity valued at Market may be held in any one sector [excluding Mutual Funds and/or ETFs], as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

FIXED INCOME

Fixed Income

The fixed income portion of the account will use individual bonds for the core bond portfolio.

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

OTHER ASSETS (ALTERNATIVES)

Diversifying (Liquid Alternatives): Primary objective shall be to enhance the risk-return profile of the overall portfolio. This can be accomplished by using liquid alternative strategies that may enhance returns at a reasonable level of risk or reduce volatility while providing a reasonable level of return. These asset classes may differ from traditional public market asset classes due to the use of certain strategies including short-selling, leverage, and derivatives. Liquid alternatives may also invest across asset classes. For purposes of asset allocation targets and limitations, liquid alternatives funds will be categorized under the specific asset class of the fund. For example, a long/short U.S. equity fund will be categorized as "Other" in the Growth Assets category while a long/short credit fund will be categorized as "Other" in the Income Assets category. Multi-strategy liquid alternatives funds that cannot be easily categorized under one asset class will be included in "Other" under either the Growth Assets or Income Assets category depending on the risk-return profile of the strategy.

Real Assets: Real assets are typically physical assets that have intrinsic worth due to their substance and properties. Real assets are primarily used for their lower correlation to traditional assets (i.e. stocks and

bonds) and their inflation hedging properties. Categories of real asset investments include, but are not limited to, real estate, infrastructure, land, farmland, timberland, precious metals, and commodities. Public real assets are publicly traded and liquid. The benefit of lower correlation investments is that, when implemented correctly, these investments can potentially improve a portfolio's expected risk-adjusted return over the long-term. The real assets category can be extended to include other forms of assets that offer similar inflation hedging properties such as pooled vehicles holding: commodities contracts, Treasury Inflation Protected Securities ("TIPS"), index-linked derivative contracts, certain forms of intellectual property, and the equity of companies in businesses thought to hedge inflation. For purposes of asset allocation targets and limitations, real assets may be categorized as "Other" under either the Growth Assets or Income Assets category or in the Real Return Assets category, depending on the nature and risk/return profile of the investment.

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

Portfolio Risk Hedging

Portfolio investments designed to hedge various risks including volatility risk, interest rate risk, etc. are allowed to the extent that the investments are not used for the sole purpose of leveraging Trust assets. One example of a hedge vehicle is an exchange traded fund ("ETF") which takes short positions.

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator. Once adopted, changes and exceptions will be delivered to each Manager, as appropriate, by the Advisor.

Approved by the City of Brea Plan Administrator:

_____
Member

_____
Date

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6G.

Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the Successor Agency take the following action:

1. Review and approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

BACKGROUND/DISCUSSION

In accordance with City policy, the City Council is required to annually review and adopt the Investment Policy for both the City and the Successor Agency to the Brea Redevelopment Agency, as recommended by the Investment Advisory Committee.

In 2024, the Investment Policy underwent significant revisions and was submitted for certification through the California Municipal Treasurers Association (CMTA), where it successfully achieved certification. While the CMTA review committee provided discretionary feedback, Chandler Asset Management—the City's portfolio manager—is not recommending any changes based on that feedback at this time.

However, minor updates have been incorporated to reflect changes approved by the City Council on February 4, 2025, through Resolution No. 2025-12. These updates pertain specifically to the composition of the Investment Advisory Committee, including the addition of an at-large committee member.

Since these adjustments are minor and do not affect the core investment strategies or objectives, re-certification of the Investment Policy is not recommended at this time.

COMMITTEE APPROVAL

At the Investment Advisory Committee meeting held on July 28, 2025, the Committee reviewed the Statement of Investment Policy for the City of Brea/Successor Agency to the Brea Redevelopment Agency and recommended it for City Council consideration.

FISCAL IMPACT/SUMMARY

There is no fiscal impact from the adoption of the Statement of Investment Policy.

Attachments

Brea CA Model Investment Policy - 2024 FINAL.pdf
Brea CA Model Investment Policy - 2025 PROPOSED (Redlined) 091625.pdf
Brea CA Model Investment Policy - 2025 PROPOSED 091625.pdf

City of Brea, California and Successor Agency
to the Brea Redevelopment Agency

CITY of BREA



ADOPTED
AUGUST 2024

Investment Policy

CITY OF BREA / SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY

INVESTMENT POLICY

ADOPTED
AUGUST 20, 2024

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Brea/Successor Agency to the Brea Redevelopment Agency's ("City") objectives of safety, liquidity and return on investment through a diversified investment portfolio. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal City Treasurer and/or Administrative Services Directors Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public City Treasurer and/or Administrative Services Directors (APT).

This investment policy was endorsed and adopted by the City Council and is effective as of the 20 day of August, 2024, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 et seq., including: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Fiduciary Funds, Trust and Agency Funds, and any other funds that may be created from time to time.

This policy does not apply to retiree health care savings/trust/plan(s) or deferred compensation plans.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and

diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Administrative Services Director and/or designee and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Administrative Services Director and/or designee or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Administrative Services Director and/or designee.

The Administrative Services Director and/or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Administrative Services Director and/or designee.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The Administrative Services Director and/or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

Investment Advisory Committee: An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. Purpose

1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. Composition of Committee

1. City Treasurer
2. City Council Member, who serves as the Chair (selected by the City Council)
3. Administrative Services Director
4. Financial Services Manager, Revenue
5. Three (3) Brea Citizens (selected by the City Council)

C. Functions

1. Annually (or as needed):
    a. To review and approve Statement of Investment Policy.
    b. To review the financial condition and registrations of qualified broker/dealers. (Only required when investments are managed by the City.)

2. Monthly or Quarterly:
    a. To review the City's investments.
    b. To recommend any modifications to the Investment Policy.
    c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy.
    d. To provide a status report at a study session of the City Council as requested.

The function of the Committee is not to inhibit the daily operation of the Administrative Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure: Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Administrative Services Director and/or designee shall endeavor to complete investment transactions using a competitive bid process whenever possible. The Administrative Services Director and/or designee will determine which

financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Administrative Services Director and/or designee shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public City investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director and/or designee with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The Investment Advisory Committee will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq*. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local City within the State of California, provided that:

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, City, or authority of any of the other 49 states, in addition to California.

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

    - The maximum maturity does not exceed five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to

principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal City or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 25% of the portfolio may be invested in any single City/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- The maximum percentage of callable Agency securities in the portfolio will be 5%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

   a. **SECURITIES** issued by corporations:

      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. **SECURITIES** issued by other entities:

      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
      (iii)The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

   - No more than 10% of the outstanding commercial paper of any single issuer.
   - No more than 25% of the City's investment assets under management may be invested in Commercial Paper.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit

union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.
   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

10. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:

    - No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
    - The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL CITY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Administrative Services Director and/or designee to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Approved State and County Investment Pools, including the County of Orange Investment Fund, together cannot exceed 60% of the maturity value of the portfolio at time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Notification to the City Council, the Investment Advisory Committee, the City Treasurer, and the Administrative Services Director and/or designee will be given within two (2) business days when securities of this type are being added to the portfolio, this allows for full disclosure and understanding of the strategy given the market conditions.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Administrative Services Director and/or designee shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable

Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory Committee.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy is designed to mitigate credit risk in the portfolio.

- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.

- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, Administrative Services Director and/or designee within two (2) business days.

    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different

interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.

- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

- When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Administrative Services Director and/or designee shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Administrative Services Director and/or designee shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Monthly/Quarterly Report of Investments or a similar type of report. With the advisement of the City's outside Investment Manager (if applicable), the Administrative Services Director and/or designee shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Administrative Services Director and/or designee to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.

3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)

4. A one-page summary report that shows:
   a. Average maturity of the portfolio and modified duration of the portfolio;
   b. Maturity distribution of the portfolio;
   c. Percentage of the portfolio represented by each investment category;
   d. Average portfolio credit quality; and,
   e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;

5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Reports are to be submitted to the City Council and City Manager by the 3rd City Council meeting following the end of the reporting month.

The Investment Advisory Committee will review the status of investments on a quarterly basis. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy.

If the City has an outside Investment Manager, the Investment Manager shall periodically report on the activity and results of the funds being managed by the Investment Manager. Additionally, the Investment Manager shall notify the Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.

QUARTERLY REPORTS

The Administrative Services Director and/or designee will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 45 days after the end of the quarter.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

SEGREGATION OF RESPONSIBILITIES
(when an Outside Investment Manager is utilized)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	City Treasurer Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and fax or email completed trade information to City	Outside Investment Manager
Review transactions for compliance with investment policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue Outside Investment Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

SEGREGATION OF RESPONSIBILITIES
(when Investment transactions are performed by City Staff)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	Administrative Services Director Deputy Director of Administrative Services Investment Advisory Committee
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Annually review and adopt a formal Statement of Investment Policy	City Council
Select investments	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Approve transactions	Administrative Services Director Deputy Director of Administrative Services
Execute investment transactions	Administrative Services Director Deputy Director of Administrative Services
Investment verification (match broker confirmation to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal City insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL CITY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State City Treasurer and/or Administrative Services Director's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State City Treasurer and/or Administrative Services Director's Office Local City Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating City that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government City responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full

public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirement for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

CITY[MF1] OF BREA / SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY

INVESTMENT POLICY

ADOPTED~~ADOPTED~~
~~AUGUST~~ SEPTEMBER 16~~20~~, 202~~5~~4

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Brea/Successor Agency to the Brea Redevelopment Agency's ("City") objectives of safety, liquidity and return on investment through a diversified investment portfolio. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal City Treasurer and/or Administrative Services Directors Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public City Treasurer and/or Administrative Services Directors (APT).

This investment policy was endorsed and adopted by the City Council and is effective as of the 16 ~~20~~ day of September~~August~~, 2025~~4~~, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 et seq., including: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Fiduciary Funds, Trust and Agency Funds, and any other funds that may be created from time to time.

This policy does not apply to retiree health care savings/trust/plan(s) or deferred compensation plans.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and

diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Administrative Services Director (may also be referred to as the Director of Administrative Services) and/or designee and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Administrative Services Director and/or designee or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Administrative Services Director and/or designee.

The Administrative Services Director and/or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Administrative Services Director and/or designee.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The Administrative Services Director and/or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

Investment Advisory Committee: An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. Purpose

1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. Composition of Committee

1. City Treasurer
2. City Council Member, who serves as the Chair (selected by the City Council)
~~3.~~ Administrative Services Director
~~4.~~3.~~Financial Services Manager, Revenue~~
~~5.~~4.Four~~Three~~ (~~4~~3) Brea Citizens (selected by the City Council)

C. Functions

1. Annually (or as needed):
    a. To review and approve Statement of Investment Policy.
    b. To review the financial condition and registrations of qualified broker/dealers. (Only required when investments are managed by the City.)

2. Monthly or Quarterly:
    a. To review the City's investments.
    b. To recommend any modifications to the Investment Policy.
    c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy.
    d. To provide a status report at a study session of the City Council as requested.

The function of the Committee is not to inhibit the daily operation of the Administrative Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure: Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Administrative Services Director and/or designee shall endeavor to complete investment transactions using a competitive bid process whenever possible. The Administrative Services Director and/or designee will determine which

financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Administrative Services Director and/or designee shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public City investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director and/or designee with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The Investment Advisory Committee will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq*. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local City within the State of California, provided that:

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, City, or authority of any of the other 49 states, in addition to California.

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

    - The maximum maturity does not exceed five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to

principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal City or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 25% of the portfolio may be invested in any single City/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- The maximum percentage of callable Agency securities in the portfolio will be 5%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 40% of the portfolio may be invested in Banker's Acceptances.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

   a. **SECURITIES** issued by corporations:

      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. **SECURITIES** issued by other entities:

      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
      (iii)The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

   - No more than 10% of the outstanding commercial paper of any single issuer.
   - No more than 25% of the City's investment assets under management may be invested in Commercial Paper.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit

union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.
   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

10. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:

    - No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
    - The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL CITY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Administrative Services Director and/or designee to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Approved State and County Investment Pools, including the County of Orange Investment Fund, together cannot exceed 60% of the maturity value of the portfolio at time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Notification to the City Council, the Investment Advisory Committee, the City Treasurer, and the Administrative Services Director and/or designee will be given within two (2) business days when securities of this type are being added to the portfolio, this allows for full disclosure and understanding of the strategy given the market conditions.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Administrative Services Director and/or designee shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable

Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory Committee.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy is designed to mitigate credit risk in the portfolio.

- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.

- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, Administrative Services Director and/or designee within two (2) business days.

    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different

interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.

- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

- When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Administrative Services Director and/or designee shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Administrative Services Director and/or designee shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Monthly/Quarterly Report of Investments or a similar type of report. With the advisement of the City's outside Investment Manager (if applicable), the Administrative Services Director and/or designee shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Administrative Services Director and/or designee to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.

3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)

4. A one-page summary report that shows:
   a. Average maturity of the portfolio and modified duration of the portfolio;
   b. Maturity distribution of the portfolio;
   c. Percentage of the portfolio represented by each investment category;
   d. Average portfolio credit quality; and,
   e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;

5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Reports are to be submitted to the City Council and City Manager by the 3rd City Council meeting following the end of the reporting month.

The Investment Advisory Committee will review the status of investments on a quarterly basis. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy.

If the City has an outside Investment Manager, the Investment Manager shall periodically report on the activity and results of the funds being managed by the Investment Manager. Additionally, the Investment Manager shall notify the Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.

QUARTERLY REPORTS

The Administrative Services Director and/or designee will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 45 days after the end of the quarter.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

SEGREGATION OF RESPONSIBILITIES
(when an Outside Investment Manager is utilized)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	City Treasurer Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and fax or email completed trade information to City	Outside Investment Manager
Review transactions for compliance with investment policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue Outside Investment Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

SEGREGATION OF RESPONSIBILITIES
(when Investment transactions are performed by City Staff)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	Administrative Services Director Deputy Director of Administrative Services Investment Advisory Committee
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Annually review and adopt a formal Statement of Investment Policy	City Council
Select investments	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Approve transactions	Administrative Services Director Deputy Director of Administrative Services
Execute investment transactions	Administrative Services Director Deputy Director of Administrative Services
Investment verification (match broker confirmation to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal City insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL CITY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State City Treasurer and/or Administrative Services Director's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State City Treasurer and/or Administrative Services Director's Office Local City Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating City that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government City responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full

public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirement for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

~~**YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.~~

CITY OF BREA / SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY

INVESTMENT POLICY

ADOPTED
SEPTEMBER 16, 2025

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Brea/Successor Agency to the Brea Redevelopment Agency's ("City") objectives of safety, liquidity and return on investment through a diversified investment portfolio. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal City Treasurer and/or Administrative Services Directors Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public City Treasurer and/or Administrative Services Directors (APT).

This investment policy was endorsed and adopted by the City Council and is effective as of the 16 day of September, 2025, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 et seq., including: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Fiduciary Funds, Trust and Agency Funds, and any other funds that may be created from time to time.

This policy does not apply to retiree health care savings/trust/plan(s) or deferred compensation plans.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and

diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Administrative Services Director (may also be referred to as the Director of Administrative Services) and/or designee and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Administrative Services Director and/or designee or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Administrative Services Director and/or designee.

The Administrative Services Director and/or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Administrative Services Director and/or designee.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The Administrative Services Director and/or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

Investment Advisory Committee: An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. Purpose

1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. Composition of Committee

1. City Treasurer
2. City Council Member, who serves as the Chair (selected by the City Council)
3. Administrative Services Director
4. Four (4) Brea Citizens (selected by the City Council)

C. Functions

1. Annually (or as needed):
    a. To review and approve Statement of Investment Policy.
    b. To review the financial condition and registrations of qualified broker/dealers. (Only required when investments are managed by the City.)

2. Monthly or Quarterly:
    a. To review the City's investments.
    b. To recommend any modifications to the Investment Policy.
    c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy.
    d. To provide a status report at a study session of the City Council as requested.

The function of the Committee is not to inhibit the daily operation of the Administrative Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure: Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Administrative Services Director and/or designee shall endeavor to complete investment transactions using a competitive bid process whenever possible. The Administrative Services Director and/or designee will determine which

financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Administrative Services Director and/or designee shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public City investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director and/or designee with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The Investment Advisory Committee will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq*. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local City within the State of California, provided that:

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, City, or authority of any of the other 49 states, in addition to California.

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the portfolio may be invested in any single issuer.
    - No more than 30% of the portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

    - The maximum maturity does not exceed five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to

principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal City or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 25% of the portfolio may be invested in any single City/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- The maximum percentage of callable Agency securities in the portfolio will be 5%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 40% of the portfolio may be invested in Banker's Acceptances.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

   a. **SECURITIES** issued by corporations:

      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. **SECURITIES** issued by other entities:

      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
      (iii)The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

   - No more than 10% of the outstanding commercial paper of any single issuer.
   - No more than 25% of the City's investment assets under management may be invested in Commercial Paper.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit

union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.
   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

   - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

10. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:

    - No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
    - The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL CITY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Administrative Services Director and/or designee to adequately judge the risk inherent in LAIF's portfolio.

14. LOCAL GOVERNMENT INVESTMENT POOLS

- Approved State and County Investment Pools, including the County of Orange Investment Fund, together cannot exceed 60% of the maturity value of the portfolio at time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 15% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Notification to the City Council, the Investment Advisory Committee, the City Treasurer, and the Administrative Services Director and/or designee will be given within two (2) business days when securities of this type are being added to the portfolio, this allows for full disclosure and understanding of the strategy given the market conditions.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Administrative Services Director and/or designee shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable

Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory Committee.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy is designed to mitigate credit risk in the portfolio.

- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.

- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, Administrative Services Director and/or designee within two (2) business days.

    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different

interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.

- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

- When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Administrative Services Director and/or designee shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Administrative Services Director and/or designee shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Monthly/Quarterly Report of Investments or a similar type of report. With the advisement of the City's outside Investment Manager (if applicable), the Administrative Services Director and/or designee shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Administrative Services Director and/or designee to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.

3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)

4. A one-page summary report that shows:
   a. Average maturity of the portfolio and modified duration of the portfolio;
   b. Maturity distribution of the portfolio;
   c. Percentage of the portfolio represented by each investment category;
   d. Average portfolio credit quality; and,
   e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;

5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Reports are to be submitted to the City Council and City Manager by the 3rd City Council meeting following the end of the reporting month.

The Investment Advisory Committee will review the status of investments on a quarterly basis. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy.

If the City has an outside Investment Manager, the Investment Manager shall periodically report on the activity and results of the funds being managed by the Investment Manager. Additionally, the Investment Manager shall notify the Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.

QUARTERLY REPORTS

The Administrative Services Director and/or designee will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 45 days after the end of the quarter.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

SEGREGATION OF RESPONSIBILITIES
(when an Outside Investment Manager is utilized)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	City Treasurer Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and fax or email completed trade information to City	Outside Investment Manager
Review transactions for compliance with investment policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue Outside Investment Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

SEGREGATION OF RESPONSIBILITIES
(when Investment transactions are performed by City Staff)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Recommend modifications to Investment Policy	Administrative Services Director Deputy Director of Administrative Services Investment Advisory Committee
Review formal Statement of Investment Policy and recommend a Council action	Investment Advisory Committee
Annually review and adopt a formal Statement of Investment Policy	City Council
Select investments	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Approve transactions	Administrative Services Director Deputy Director of Administrative Services
Execute investment transactions	Administrative Services Director Deputy Director of Administrative Services
Investment verification (match broker confirmation to City investment records)	Administrative Services Director Deputy Director of Administrative Services Financial Services Manager, Revenue
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third-party custodian as designated by the Administrative Services Director.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal City insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL CITY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State City Treasurer and/or Administrative Services Director's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State City Treasurer and/or Administrative Services Director's Office Local City Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating City that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government City responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full

public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirement for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

CITY of BREA

Communication
September 16, 2025
Item No. 6H.

Investment Policy Guidelines for the City of Brea's Other Post Employment Benefits (OPEB) Trust Fund

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Review and approve the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS).

BACKGROUND/DISCUSSION

On May 5, 2020, the City Council approved the Investment Guidelines for the City's OPEB Trust Program ("Plan"), adopting the Moderate Investment Objective recommended by the Investment Advisory Committee (IAC).

Strategic Asset Allocation

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	40%-60%	40%-60%
Policy: 5%	Policy: 45%	Policy: 50%

Investment Goals & Objectives:

- Achieve a reasonable level of growth to fund both current and future obligations.
- Outperform the policy benchmark over the life of the Plan.
- Manage assets on a total return basis, considering both income and capital appreciation.

- While capital preservation is important, the Plan embraces measured risk-taking to pursue higher long-term returns.

Purpose of the Investment Guidelines:

- Ensure clear communication between the Plan sponsor and fiduciaries.
- Confirm investment goals, objectives, and management policies.
- Guide the construction of a diversified asset mix aligned with the Plan's needs, risk tolerance, and liquidity requirements.
- Identify any investment restrictions or unique considerations.
- Encourage a long-term perspective, especially during periods of short-term market volatility.

Contributions & Updates:

- Due to the COVID-19 pandemic, the initial contribution was delayed.
- The first contribution of $250,000 was made on May 13, 2024, followed by $175,000 on June 24, 2024.
- At the April 22, 2024 IAC meeting, it was determined that the original 2020 recommendation for 12 month dollar cost averaging is no longer applicable due to the current low balance. Ongoing contributions will naturally achieve a dollar cost averaging effect over time.

Current Status:

- There are no changes to the Investment Policy Guidelines for this year.

COMMISSION/COMMITTEE RECOMMENDATION

At the Investment Advisory Committee meeting held on July 28, 2025, the Committee reviewed the Investment Policy Guidelines for the City of Brea's Other Post Employment Benefits (OPEB) Trust Fund and recommended them for City Council consideration.

FISCAL IMPACT/SUMMARY

There is no fiscal impact for approving the Investment Policy Guidelines.

Attachments

2025-07 Template IPS City of Brea- OPEB - Moderate SB.pdf

INVESTMENT POLICY STATEMENT

FOR

CITY OF BREA

OTHER POST-EMPLOYMENT BENEFITS TRUST

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The City of Brea has established the City of Brea Other Post-Employment Benefits Trust (the "Trust"). This Trust is intended to provide funding of non-pension post-employment benefits ("OPEB") for those employees who meet the age and service requirements outlined in the plan document. The Trustees of the Trust hereby adopt this Investment Policy Statement ("Policy Statement") for the following purposes.

Purpose

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss to fulfill the City's current and long-term OPEB obligations.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations and investment guidelines for Trust assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence and legal requirements for Trust assets.

Investment Authority

The City Council has appointed a Plan Administrator (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible

for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.

2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).
5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled "Performance Expectations".

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"Growth Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the Growth Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, private or leveraged equity, and certain real estate investments.

"Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities, guaranteed investment contracts, and certain real estate investments.

"Real Return Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on real returns, net of inflation. Investments within the Real Return category may include, but are not limited to, inflation protected securities, commodities, certain real estate investments, natural resources, and liquid alternatives.

Time Horizon

The Trust's investment objectives are based on a long-term investment horizon ("Time Horizon") of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation: Moderate (Strategic Blend)

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

	Asset Weightings	
Asset Classes	**Range**	**Target**
Growth Assets		
Domestic Equity	15% -5%	30%
International Equity	1% - 25%	15%
Other	0%-15%	5%
Income Assets		
Fixed Income	33% - 60%	48%
Other	0%- 15%	0%
Real Return Assets	0% - 15%	0%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. The Advisor may also rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's actuarial discount rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust. Managers must meet the following criteria:

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of Equity valued at Market may be held in any one sector [excluding Mutual Funds and/or ETFs], as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

FIXED INCOME

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

OTHER ASSETS (ALTERNATIVES)

Diversifying (Liquid Alternatives): Primary objective shall be to enhance the risk-return profile of the overall portfolio. This can be accomplished by using liquid alternative strategies that may enhance returns at a reasonable level of risk or reduce volatility while providing a reasonable level of return. These asset classes may differ from traditional public market asset classes due to the use of certain strategies including short-selling, leverage, and derivatives. Liquid alternatives may also invest across asset classes. For purposes of asset allocation targets and limitations, liquid alternatives funds will be categorized under the specific asset class of the fund. For example, a long/short U.S. equity fund will be categorized as "Other" in the Growth Assets category while a long/short credit fund will be categorized as "Other" in the Income Assets category. Multi-strategy liquid alternatives funds that cannot be easily categorized under one asset class will be included in "Other" under either the Growth Assets or Income Assets category depending on the risk-return profile of the strategy.

Real Assets: Real assets are typically physical assets that have intrinsic worth due to their substance and properties. Real assets are primarily used for their lower correlation to traditional assets (i.e. stocks and bonds) and their inflation hedging properties. Categories of real asset investments include, but are not limited to, real estate, infrastructure, land, farmland, timberland, precious metals, and commodities. Public real assets are publicly traded and liquid. The benefit of lower correlation investments is that, when implemented correctly, these investments can potentially improve a portfolio's expected risk-adjusted return over the long-term. The real assets category can be extended to include other forms of assets that offer similar inflation hedging properties such as pooled vehicles holding: commodities

contracts, Treasury Inflation Protected Securities ("TIPS"), index-linked derivative contracts, certain forms of intellectual property, and the equity of companies in businesses thought to hedge inflation. For purposes of asset allocation targets and limitations, real assets may be categorized as "Other" under either the Growth Assets or Income Assets category or in the Real Return Assets category, depending on the nature and risk/return profile of the investment.

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

Portfolio Risk Hedging

Portfolio investments designed to hedge various risks including volatility risk, interest rate risk, etc. are allowed to the extent that the investments are not used for the sole purpose of leveraging Trust assets. One example of a hedge vehicle is an exchange traded fund ("ETF") which takes short positions.

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, Bloomberg U.S. Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg U.S. Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator. Once adopted, changes and exceptions will be delivered to each Manager, as appropriate, by the Advisor.

Approved by the City of Brea Plan Administrator:

_____
Member

_____
Date

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6l.

Monthly Report of Investments for the City of Brea for Period Ended August 31, 2025

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Receive and file the Monthly Report of Investments.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the City's investment activities for the month of August. 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 investments and functions like a savings account. Additionally, on June 6, 2023, upon the recommendation of the Investment Advisory Committee, the City Council authorized the use of U.S. Treasury Bills and other short-term investments—referred to as the City's Liquidity Account—as an alternative to the Local Agency Investment Fund (LAIF). This Liquidity Account was closed in July 2025, as LAIF had consistently outperformed it over several months. The remaining cash balance was subsequently transferred to the City's main investment portfolio. The City's investment portfolio is for long-term investments and is managed through Chandler Asset Management (Chandler). Together, the short and long-term investment accounts represent the City's investment portfolio.

Attachment A includes an Investment Information Summary and a Monthly Account Statement prepared by Chandler. The book value represents the cost of investments, plus or minus amortization/accretion. As of August 31, 2025, the total market value of the managed investment portfolio, including accrued interest, was $98,367,053 as compared to $97,335,497 at July 31, 2025. The weighted average investment yield for August 31, 2025, was 3.79%, which was slightly higher than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of $3,473,580 at August 31, 2025, which brings the total value of the City's investment portfolio as of August 31, 2025 to $101,840,633 as compared to the balance of $105,790,885 at July 31, 2025.

The City has restricted cash and investments held in the post-employment benefits trust accounts for both Pension and Other Post Employment Benefits (OPEB), administered by PARS (PARS accounts), which are managed by PFM Asset Management (PFM) and the City's various bond reserve accounts, which are managed by Chandler. Attachment A includes monthly statements from US Bank for the PARS accounts, as well as a portfolio report from Chandler for each bond reserve account that is invested. As of August 31, 2025, the market value of the PARS pension account, including short-term cash and accrued interest was $13,340,197 as compared to $13,105,508 from the prior month. The OPEB account had a market value of $478,891 as compared to $470,964 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, were $1,423,815 in comparison to $707,026 from the prior month.

Pursuant to the City's investment policy, except for LAIF, direct time certificates of deposit and money market mutual funds, all City investments are held by third-party custodians. The Bank of New York Mellon Trust Company, N.A. (BNY) holds accounts managed by Chandler and US Bank holds the PARS accounts managed by PFM, which acts as an agent of the City. All securities are held in the name of the City of Brea. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

In August, the City’s managed investment portfolio declined by $3,950,252, primarily due to withdrawals from the City"s LAIF account to cover monthly operating expenditures which included: $385,558 to Brea Disposal for July trash collection; $478,372 to CalDomestic for water purchased for July 2025 consumption; $416,317 to AON Risk Insurance of earthquake coverage; $275,705 to Western Golf Properties for July management fees; $163,386 to FC & MK Tomlinson for leased water share stock; $140,057 to the City of Anaheim for fire dispatch services; $118,690 to the County of Orange for animal shelter fees; and $279,195 to the Southern California Edison for electricity charges. In addition, the City incurred several one-time expenditures, which included $450,232 to Urban Habitat for Arovista Park construction (Progress Payment #14); $334,574 to Stephen Doreck Equipment Rentals for the Birch Street and Kraemer Blvd. Street Improvement Project; $395,633 and $315,955 transferred to the bond trustee for the 2017 Brea Plaza Public and 2019 Olinda Ranch Public Improvement CFD Bonds, respectively; $116,514 to De Novo Planning Group for General Plan consulting services; and $67,193 to Chevrolet of Carson for vehicle purchases.

Despite the overall decline in the City's managed investment portfolio, the PARS accounts experienced a gain of $242,116, primarily driven by favorable market performance. Additionally, the bond reserve accounts increased by $716,789, reflecting a combination of market appreciation and trustee payments, as previously noted.

Attachments

Attachmet A - City - August 2025.pdf

City of Brea

Cash and Investment Information

August 31, 2025

			Book Value		Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	**$**	**4,100,282.85**	**$**	**4,100,282.85**
Local Agency Investment Fund	LAIF	**$**	**3,389,901.42**	**$**	**3,473,580.55**
Managed Investment Portfolio - CHANDLER	Chandler/BNY	**$**	**96,901,721.02**	**$**	**98,367,052.75**
PARS Post-Employment Benefits Trust - Pension**	PFM/US Bank	**$**	**12,239,543.89**	**$**	**13,340,196.83**
PARS Post-Employment Benefits Trust - OPEB**	PFM/US Bank	**$**	**453,801.45**	**$**	**478,891.23**
Fiscal Agent Cash & Investments**					
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	$	1,102,217.96	$	1,106,953.50
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	$	316,000.06	$	316,000.06
2019 Water Revenue Bonds	Chandler/BNY	$	626.96	$	626.96
2020 Water Revenue Refunding Bonds	Chandler/BNY	$	201.85	$	201.85
Sub-total - Fiscal Agent Cash & Investments		**$**	**1,419,079.08**	**$**	**1,423,814.62**
Report Grand Total		**$**	**118,504,329.71**	**$**	**121,183,818.83**

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
August 31, 2025

	Fiscal Agent Cash & Investments Detail		Book Value		Market Value
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - **CHANDLER**	$	680,891.81	$	685,627.35
	Short-Term Treasury Funds - **BNY**	$	421,326.15	$	421,326.15
	Sub-total	**$**	**1,102,217.96**	**$**	**1,106,953.50**
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) **- CHANDLER**	$	-	$	-
	Short-Term Treasury Funds - **BNY**	$	316,000.06	$	316,000.06
	Sub-total	**$**	**316,000.06**	**$**	**316,000.06**
	2019 Water Revenue Bonds - **CHANDLER**	$	-	$	-
	Short-Term Treasury Funds - **BNY**	$	626.96	$	626.96
	Sub-total	**$**	**626.96**	**$**	**626.96**
	2020 Water Revenue Refunding Bonds - **CHANDLER**	$	-	$	-
	Short-Term Treasury Funds - **BNY**	$	201.85	$	201.85
	Sub-total	**$**	**201.85**	**$**	**201.85**
Report Grand Total		**$**	**1,419,079.08**	**$**	**1,423,814.62**

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Brea LAIF | Account #10164 | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Brea LAIF | Account #10164 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.15%
Average Purchase YTM	4.25%
Average Market YTM	4.15%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

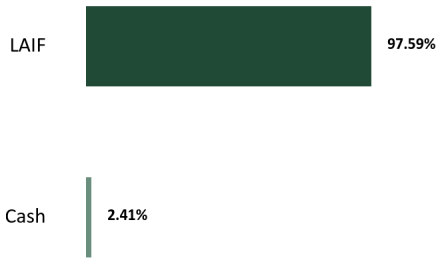
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	8,455,388.23	3,473,580.55
Accrued Interest	0.00	0.00
Total Market Value	**8,455,388.23**	**3,473,580.55**
Income Earned	285,073.68	0.00
Cont/WD	(21,000,000.00)	(5,000,000.00)
Par	8,455,388.23	3,473,580.55
Book Value	8,455,388.23	3,473,580.55
Cost Value	8,455,388.23	3,473,580.55

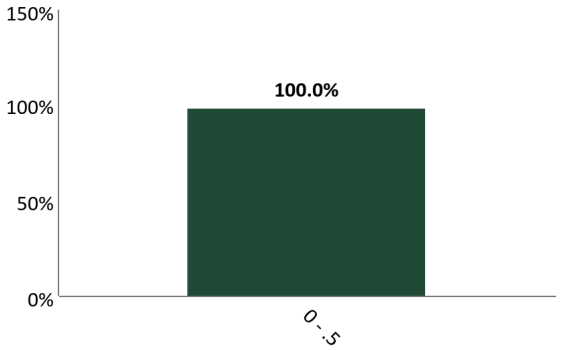
Top Issuers

LAIF	97.59%

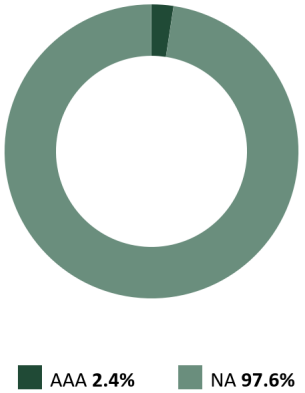
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of Brea LAIF	0.36%	1.14%	2.98%	4.60%	4.53%	3.91%	2.54%	1.98%	1.54%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED
Secondary Benchmark:

RECONCILIATION SUMMARY

City of Brea LAIF | Account #10164 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**0.00**
Fiscal Year to Date	**285,073.68**

Sales

Month to Date	**(5,000,000.00)**
Fiscal Year to Date	**(26,000,000.00)**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**285,073.68**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	8,455,388.23	29,381,670.58
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	285,073.68
Sales	(5,000,000.00)	(26,000,000.00)
Change in Cash, Payables, Receivables	18,192.32	(193,163.71)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	3,473,580.55	3,473,580.55

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	8,455,388.23	29,381,670.58
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	285,073.68
Sales	(5,000,000.00)	(26,000,000.00)
Change in Cash, Payables, Receivables	18,192.32	(193,163.71)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	3,473,580.55	3,473,580.55

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea LAIF | Account #10164 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	83,679.13	--	83,679.13	1.00	83,679.13	2.41%	Aaa/AAA	0.00
				83,679.13	0.00%	0.00	0.00	AAA	0.00
				83,679.13	**1.00**	**83,679.13**	**2.41%**		**0.00**
Total Cash		**83,679.13**		**83,679.13**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	3,389,901.42	--	3,389,901.42	1.00	3,389,901.42	97.59%	NA/NA	0.00
			4.25%	3,389,901.42	4.25%	0.00	0.00	NA	0.00
				3,389,901.42	**1.00**	**3,389,901.42**	**97.59%**		**0.00**
Total LAIF		**3,389,901.42**	**4.25%**	**3,389,901.42**	**4.25%**	**0.00**	**0.00**		**0.00**
				3,473,580.55	**1.00**	**3,473,580.55**	**100.00%**		**0.00**
Total Portfolio		**3,473,580.55**	**4.25%**	**3,473,580.55**	**4.15%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**3,473,580.55**			

TRANSACTION LEDGER

City of Brea LAIF | Account #10164 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	08/07/2025	90LAIF$00	(3,500,000.00)	Local Agency Investment Fund State Pool	1.000	4.25%	3,500,000.00	0.00	3,500,000.00	0.00
Sale	08/21/2025	90LAIF$00	(1,500,000.00)	Local Agency Investment Fund State Pool	1.000	4.25%	1,500,000.00	0.00	1,500,000.00	0.00
Total Sale			**(5,000,000.00)**				**5,000,000.00**	**0.00**	**5,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**(5,000,000.00)**				**5,000,000.00**	**0.00**	**5,000,000.00**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	08/07/2025	CCYUSD	(3,500,000.00)	Cash		0.00%	(3,500,000.00)	0.00	(3,500,000.00)	0.00
Cash Transfer	08/21/2025	CCYUSD	(1,500,000.00)	Cash		0.00%	(1,500,000.00)	0.00	(1,500,000.00)	0.00
Total Cash Transfer			**(5,000,000.00)**				**(5,000,000.00)**	**0.00**	**(5,000,000.00)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(5,000,000.00)**				**(5,000,000.00)**	**0.00**	**(5,000,000.00)**	**0.00**

INCOME EARNED

City of Brea LAIF | Account #10164 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	83,679.13	65,486.81 0.00 0.00 83,679.13	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			65,486.81 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**83,679.13**	**83,679.13**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	3,389,901.42	8,389,901.42 0.00 (5,000,000.00) 3,389,901.42	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			8,389,901.42 **0.00** **(5,000,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**3,389,901.42**	**3,389,901.42**	**0.00**	**0.00**	**0.00**
			8,455,388.23 **0.00** **(5,000,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**3,473,580.55**	**3,473,580.55**	**0.00**	**0.00**	**0.00**

CASH FLOW REPORT

City of Brea LAIF | Account #10164 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/15/2025	Dividend	90LAIF$00	3,389,901.42	Local Agency Investment Fund State Pool	83,679.13		83,679.13
October 2025 Total					**83,679.13**		**83,679.13**
Grand Total			**3,389,901.42**		**83,679.13**		**83,679.13**

IMPORTANT DISCLOSURES

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Brea | Account #120 | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Brea | Account #120 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	2.48
Average Coupon	3.54%
Average Purchase YTM	3.79%
Average Market YTM	3.86%
Average Credit Quality*	AA
Average Final Maturity	2.93
Average Life	2.55

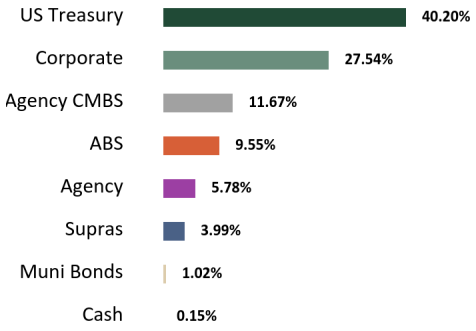
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	96,625,617.56	97,706,879.09
Accrued Interest	709,879.30	660,173.67
Total Market Value	**97,335,496.85**	**98,367,052.75**
Income Earned	301,935.47	156,947.23
Cont/WD	3,361.79	0.00
Par	97,146,172.85	97,553,658.69
Book Value	96,550,381.31	96,901,721.02
Cost Value	96,214,671.58	96,549,869.24

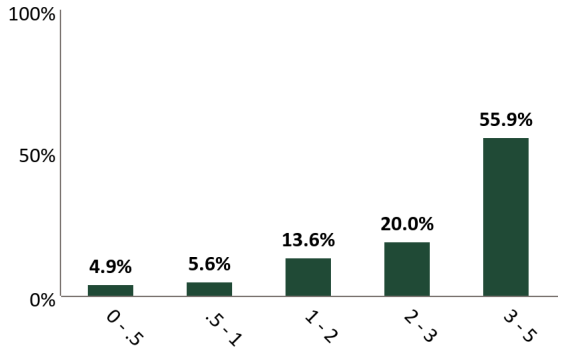
Top Issuers

Government of The United States	40.20%
FHLMC	11.67%
Farm Credit System	2.16%
Federal Home Loan Banks	2.09%
International Bank for Recon and Dev	2.07%
Inter-American Development Bank	1.92%
American Express Credit Master Trust	1.57%
FNMA	1.52%

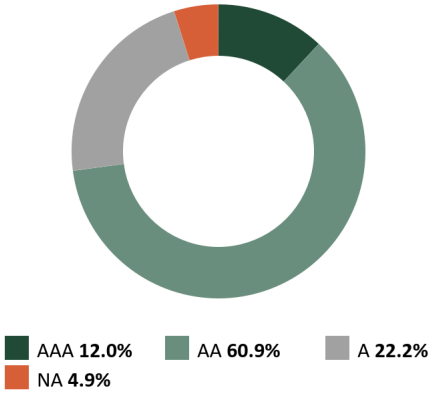
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (05/01/96)
City of Brea	1.06%	1.82%	4.65%	4.81%	5.73%	4.20%	1.44%	1.99%	3.48%
Benchmark Return	1.05%	1.65%	4.32%	4.43%	5.28%	3.75%	1.08%	1.68%	3.16%
Secondary Benchmark Return	1.05%	1.70%	4.39%	4.56%	5.43%	3.89%	1.17%	1.79%	--

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark: ICE BofA 1-5 Year AAA-A US Corp & Govt Index

RECONCILIATION SUMMARY

City of Brea | Account #120 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**(42,816.67)**
Fiscal Year to Date	**(88,291.82)**

Purchases

Month to Date	**1,161,152.72**
Fiscal Year to Date	**2,639,018.68**

Sales

Month to Date	**(928,801.46)**
Fiscal Year to Date	**(2,124,995.05)**

Interest Received

Month to Date	**191,646.05**
Fiscal Year to Date	**428,161.86**

Purchased / Sold Interest

Month to Date	**(2,111.46)**
Fiscal Year to Date	**(2,430.05)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	96,550,381.31	96,304,754.95
Maturities/Calls	0.00	0.00
Principal Paydowns	(42,816.67)	(88,291.82)
Purchases	1,161,152.72	2,639,018.68
Sales	(928,801.46)	(2,124,995.05)
Change in Cash, Payables, Receivables	147,312.74	147,716.88
Amortization/Accretion	17,118.27	33,738.15
Realized Gain (Loss)	(2,625.88)	(13,582.56)
Ending Book Value	96,901,721.02	96,901,721.02

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	96,625,617.56	96,723,691.95
Maturities/Calls	0.00	0.00
Principal Paydowns	(42,816.67)	(88,291.82)
Purchases	1,161,152.72	2,639,018.68
Sales	(928,801.46)	(2,124,995.05)
Change in Cash, Payables, Receivables	147,312.74	147,716.88
Amortization/Accretion	17,118.27	33,738.15
Change in Net Unrealized Gain (Loss)	729,921.82	386,221.06
Realized Gain (Loss)	(2,625.88)	(13,582.56)
Ending Market Value	97,706,879.09	97,706,879.09

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	192,491.81	10/12/2022 3.29%	192,476.87 192,486.65	100.31 4.29%	193,091.86 435.46	0.20% 605.21	Aaa/NA AAA	1.79 0.36
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	330,000.00	05/07/2024 5.85%	329,980.83 329,988.65	100.75 4.14%	332,473.25 543.49	0.34% 2,484.60	NA/AAA AAA	1.88 0.57
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	240,000.00	05/17/2024 5.73%	239,971.92 239,981.72	101.19 4.17%	242,849.18 567.47	0.25% 2,867.46	Aaa/NA AAA	2.38 0.98
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	440,000.00	05/20/2025 4.84%	439,992.70 439,993.34	100.82 4.05%	443,622.96 615.76	0.45% 3,629.62	NA/AAA AAA	2.73 1.42
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	965,000.00	09/07/2023 5.23%	964,732.50 964,837.48	101.14 4.07%	975,992.80 2,213.07	1.00% 11,155.32	NA/AAA AAA	3.04 0.99
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	310,000.00	05/14/2024 5.27%	309,962.33 309,973.05	101.15 4.13%	313,556.13 589.95	0.32% 3,583.08	NA/AAA AAA	3.22 0.95
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	410,000.00	06/04/2024 5.18%	409,937.72 409,953.90	101.13 4.06%	414,648.29 353.97	0.42% 4,694.40	Aaa/AAA NA	3.49 0.96
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	465,000.00	06/11/2024 5.81%	464,909.09 464,932.20	101.59 4.10%	472,390.01 1,074.67	0.48% 7,457.81	Aaa/NA AAA	3.54 1.36
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	575,000.00	08/09/2024 4.66%	574,909.67 574,929.97	100.69 4.05%	578,969.57 729.93	0.59% 4,039.60	Aaa/NA AAA	3.55 1.21
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	720,000.00	04/16/2024 5.30%	719,852.40 719,892.65	102.03 3.97%	734,618.95 1,673.60	0.75% 14,726.30	NA/AAA AAA	3.62 1.52
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	460,000.00	06/06/2024 4.93%	459,974.19 459,980.65	101.64 3.97%	467,529.69 1,007.91	0.48% 7,549.04	Aaa/AAA NA	3.70 1.60
89240JAD3	TAOT 2025-A A3 4.64 08/15/2029	565,000.00	01/22/2025 4.69%	564,977.34 564,980.28	101.23 3.89%	571,974.36 1,165.16	0.59% 6,994.08	Aaa/NA AAA	3.96 1.54
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	460,000.00	03/04/2025 5.09%	459,971.07 459,974.12	100.54 3.99%	462,465.69 864.80	0.47% 2,491.57	Aaa/NA AAA	4.05 1.90
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	515,000.00	10/17/2024 4.29%	514,923.47 514,936.61	100.85 3.91%	519,359.84 981.93	0.53% 4,423.22	Aaa/AAA NA	4.12 1.99
44935CAD3	HART 2025-A A3 4.32 10/15/2029	575,000.00	03/04/2025 4.84%	574,915.19 574,923.93	100.70 3.97%	578,999.41 1,104.00	0.59% 4,075.48	NA/AAA AAA	4.12 1.77
437921AD1	HAROT 252 A3 4.15 10/15/2029	300,000.00	04/29/2025 4.15%	299,966.49 299,968.89	100.50 3.92%	301,513.02 553.33	0.31% 1,544.13	Aaa/NA AAA	4.12 1.85
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	375,000.00	01/09/2025 5.03%	374,972.14 374,975.69	101.19 3.78%	379,459.09 721.88	0.39% 4,483.40	Aaa/NA AAA	4.30 1.34

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	545,000.00	01/14/2025 4.84%	544,884.08 544,898.40	101.53 3.81%	553,313.21 1,157.82	0.57% 8,414.81	Aaa/NA AAA	4.30 1.48
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	790,000.00	05/06/2025 4.28%	789,985.70 789,986.58	101.10 3.87%	798,673.41 1,502.76	0.82% 8,686.83	NA/AAA AAA	4.62 2.43
Total ABS		**9,232,491.81**	**4.93%**	**9,231,295.70 9,231,594.76**	**101.12 3.99%**	**9,335,500.74 17,856.94**	**9.55% 103,905.98**		**3.63 1.46**
AGENCY									
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,500,000.00	-- 0.57%	1,495,149.45 1,499,821.45	99.33 4.25%	1,489,908.39 2,375.00	1.52% (9,913.06)	Aa1/AA+ AA+	0.19 0.18
3133EPGW9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028	1,250,000.00	05/05/2023 3.55%	1,268,125.00 1,259,662.00	100.48 3.68%	1,255,938.24 16,953.13	1.29% (3,723.77)	Aa1/AA+ AA+	2.65 2.46
3133EPME2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028	850,000.00	06/07/2023 3.96%	846,634.00 848,137.37	100.50 3.68%	854,272.64 7,593.92	0.87% 6,135.27	Aa1/AA+ AA+	2.77 2.58
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	2,000,000.00	09/08/2023 4.43%	1,994,580.00 1,996,722.45	102.17 3.61%	2,043,350.06 42,048.61	2.09% 46,627.61	Aa1/AA+ AA+	3.02 2.75
Total Agency		**5,600,000.00**	**3.15%**	**5,604,488.45 5,604,343.26**	**100.79 3.81%**	**5,643,469.33 68,970.66**	**5.78% 39,126.07**		**2.15 1.98**
AGENCY CMBS									
3137BQYS0	FHMS K-056 A2 2.525 05/25/2026	550,345.03	01/31/2022 1.67%	566,941.37 552,939.54	98.82 4.21%	543,868.57 1,158.02	0.56% (9,070.98)	Aa1/AA+ AAA	0.73 0.61
3137BXQY1	FHMS K-064 A2 3.224 03/25/2027	1,000,000.00	05/06/2022 3.23%	997,929.69 999,355.90	98.79 3.99%	987,856.10 2,686.67	1.01% (11,499.80)	Aa1/AAA AA+	1.56 1.34
3137FCLD4	FHMS K-071 A2 3.286 11/25/2027	2,000,000.00	04/11/2023 4.08%	1,932,500.00 1,967,874.55	98.58 3.89%	1,971,673.20 5,476.67	2.02% 3,798.65	Aa1/AA+ AAA	2.24 2.07
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	1,500,000.00	03/27/2023 4.14%	1,452,187.50 1,476,561.42	98.70 3.88%	1,480,471.05 4,187.50	1.52% 3,909.63	Aa1/AA+ AAA	2.40 2.16
3137FEZU7	FHMS K-076 A2 3.9 04/25/2028	1,200,000.00	04/20/2023 4.12%	1,187,062.50 1,193,233.47	99.86 3.88%	1,198,266.72 3,900.00	1.23% 5,033.25	Aa1/AA+ AAA	2.65 2.39
3137FGR31	FHMS K-078 A2 3.854 06/25/2028	1,300,000.00	09/18/2023 5.02%	1,240,890.63 1,265,396.03	99.76 3.88%	1,296,864.27 4,175.17	1.33% 31,468.24	Aa1/AA+ AAA	2.82 2.50
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	600,000.00	11/28/2023 4.74%	578,718.75 586,564.37	99.95 3.88%	599,684.70 1,960.00	0.61% 13,120.33	Aa1/AA+ AAA	3.07 2.77

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	03/25/2024 4.61%	1,350,820.31 1,395,574.22	94.75 3.94%	1,421,216.85 2,825.00	1.45% 25,642.63	Aa1/AA+ AAA	3.40 3.13
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	1,000,000.00	07/29/2024 4.46%	957,070.31 967,444.33	98.34 3.90%	983,370.60 2,851.67	1.01% 15,926.27	Aa1/AAA AA+	3.49 3.17
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,000,000.00	06/06/2025 4.37%	905,039.06 909,715.82	92.31 3.99%	923,129.90 1,724.17	0.94% 13,414.09	Aa1/AA+ AAA	4.40 4.09
Total Agency CMBS		**11,650,345.03**	**4.17%**	**11,169,160.12** **11,314,659.65**	**97.96** **3.92%**	**11,406,401.96** **30,944.85**	**11.67%** **91,742.31**		**2.71** **2.46**
CASH									
CCYUSD	Receivable	148,450.85	--	148,450.85 148,450.85	1.00 0.00%	148,450.85 0.00	0.15% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**148,450.85**		**148,450.85** **148,450.85**	**1.00** **0.00%**	**148,450.85** **0.00**	**0.15%** **0.00**		**0.00** **0.00**
CORPORATE									
023135BX3	AMAZON.COM INC 1.0 05/12/2026	1,455,000.00	05/10/2021 1.09%	1,448,714.40 1,454,129.10	97.91 4.08%	1,424,622.77 4,405.42	1.46% (29,506.33)	A1/AA AA-	0.70 0.68
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	240,000.00	-- 1.08%	240,776.80 240,099.54	97.83 4.31%	234,803.22 812.67	0.24% (5,296.32)	A2/A+ A	0.70 0.69
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,930.47	97.69 4.11%	971,977.08 2,269.84	0.99% (22,953.39)	A1/A+ A+	0.80 0.78
037833DN7	APPLE INC 2.05 09/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 452,085.05	98.17 3.89%	441,756.42 4,356.25	0.45% (10,328.63)	Aaa/AA+ NA	1.03 0.99
06368FAC3	BANK OF MONTREAL 1.25 09/15/2026	500,000.00	09/13/2021 1.27%	499,395.00 499,874.43	97.10 4.13%	485,513.94 2,881.94	0.50% (14,360.49)	A2/A- AA-	1.04 1.01
931142ER0	WALMART INC 1.05 09/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,907.33	97.11 3.91%	228,205.92 1,124.08	0.23% (6,701.41)	Aa2/AA AA	1.05 1.01
26442CAS3	DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026	850,000.00	01/13/2022 1.82%	892,644.50 859,226.58	98.80 3.95%	839,769.09 6,268.75	0.86% (19,457.50)	Aa3/A NA	1.25 1.20
87612EBM7	TARGET CORP 1.95 01/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,749.22	97.40 3.92%	521,065.45 1,333.04	0.53% (13,683.78)	A2/A A	1.38 1.33
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	750,000.00	03/09/2022 2.73%	740,115.00 747,020.36	97.74 4.01%	733,056.38 9,085.42	0.75% (13,963.98)	A2/A- A	1.50 1.44
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	1,080,000.00	03/07/2022 2.30%	1,079,794.80 1,079,937.07	97.78 3.80%	1,056,020.80 11,454.00	1.08% (23,916.26)	Aa2/AA A+	1.54 1.47

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
74340XCG4	PROLOGIS LP 4.875 06/15/2028	575,000.00	09/08/2023 5.17%	567,824.00 570,796.80	102.27 4.00%	588,076.41 5,917.71	0.60% 17,279.61	A2/A NA	2.79 2.49
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	935,000.00	07/11/2023 4.96%	934,767.55 934,866.79	102.74 3.93%	960,656.18 6,042.44	0.98% 25,789.39	A1/A A+	2.87 2.64
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	650,000.00	12/06/2023 5.08%	653,224.00 652,022.12	103.29 3.99%	671,394.56 2,816.67	0.69% 19,372.43	A1/A AA-	2.92 2.68
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	1,200,000.00	10/04/2023 5.48%	1,106,748.00 1,142,966.41	98.97 4.02%	1,187,690.56 21,900.00	1.22% 44,724.15	A1/A NA	3.00 2.81
74340XBX8	PROLOGIS LP 4.0 09/15/2028	500,000.00	12/06/2023 4.91%	480,850.00 487,804.65	99.97 4.01%	499,826.10 9,222.22	0.51% 12,021.45	A2/A NA	3.04 2.78
756109BS2	REALTY INCOME CORP 4.7 12/15/2028	1,000,000.00	12/12/2023 5.16%	979,800.60 986,721.69	101.62 4.17%	1,016,154.51 9,922.22	1.04% 29,432.82	A3/A- NA	3.29 2.92
91324PDP4	UNITEDHEALTH GROUP INC 3.875 12/15/2028	650,000.00	12/12/2023 4.77%	624,364.00 633,147.87	99.25 4.12%	645,098.09 5,317.36	0.66% 11,950.22	A2/A+ A	3.29 3.03
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	1,000,000.00	01/19/2024 5.14%	941,600.00 965,063.93	98.53 4.51%	985,316.58 3,703.94	1.01% 20,252.65	A1/A AA-	3.40 2.26
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	490,000.00	02/21/2024 4.86%	489,828.50 489,880.41	102.71 4.01%	503,279.57 330.07	0.52% 13,399.16	A1/AA- NA	3.49 3.11
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,000,000.00	03/18/2024 4.84%	1,000,490.00 1,000,346.12	102.71 4.01%	1,027,068.90 538.89	1.05% 26,722.78	A2/A A+	3.49 3.19
89236TMF9	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029	500,000.00	05/21/2024 5.00%	501,040.00 500,773.57	103.30 4.08%	516,516.36 7,364.58	0.53% 15,742.79	A1/A+ A+	3.71 3.32
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	500,000.00	06/07/2024 5.04%	495,890.00 496,896.12	102.88 4.02%	514,401.11 5,388.89	0.53% 17,504.99	A1/A A+	3.78 3.40
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	1,000,000.00	06/13/2024 4.82%	1,013,864.64 1,010,396.51	103.77 4.06%	1,037,683.30 10,872.22	1.06% 27,286.79	Aa2/A+ AA-	3.79 3.25
437076DC3	HOME DEPOT INC 4.75 06/25/2029	950,000.00	06/17/2024 4.88%	944,586.45 945,870.17	102.37 4.07%	972,473.82 8,272.92	1.00% 26,603.65	A2/A A	3.82 3.37
713448FX1	PEPSICO INC 4.5 07/17/2029	830,000.00	07/15/2024 4.53%	828,713.50 829,003.07	101.90 3.96%	845,804.79 4,565.00	0.87% 16,801.73	A1/A+ NA	3.88 3.44
30303M8S4	META PLATFORMS INC 4.3 08/15/2029	532,000.00	08/12/2024 4.33%	531,174.03 531,346.82	101.30 3.94%	538,928.57 1,016.71	0.55% 7,581.74	Aa3/AA- NA	3.96 3.53
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	505,000.00	08/12/2024 4.52%	507,853.00 507,245.84	101.95 4.11%	514,870.97 1,043.67	0.53% 7,625.12	A2/A A	3.96 3.51
69371RT48	PACCAR FINANCIAL CORP 4.0 09/26/2029	1,100,000.00	-- 4.02%	1,099,159.70 1,099,316.16	100.12 3.97%	1,101,352.10 18,944.44	1.13% 2,035.93	A1/A+ NA	4.07 3.66

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	-- 4.88%	1,002,776.40 1,002,721.44	103.03 4.19%	1,030,294.05 3,300.00	1.05% 27,572.61	A2/NA A	4.44 3.88
02665WFY2	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030	795,000.00	03/03/2025 4.82%	794,300.40 794,369.36	102.04 4.30%	811,199.80 18,656.00	0.83% 16,830.44	A3/A- NA	4.51 3.93
00287YDZ9	ABBVIE INC 4.875 03/15/2030	1,000,000.00	-- 4.64%	1,009,826.00 1,009,287.98	103.02 4.14%	1,030,222.88 25,052.08	1.05% 20,934.90	A3/A- NA	4.54 3.89
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	1,000,000.00	-- 4.59%	1,002,366.00 1,002,246.02	101.78 4.21%	1,017,805.59 21,441.67	1.04% 15,559.57	A3/A- A-	4.54 3.91
857477DB6	STATE STREET CORP 4.834 04/24/2030	1,000,000.00	-- 4.64%	1,008,346.00 1,007,938.50	102.71 4.19%	1,027,059.86 17,053.28	1.05% 19,121.36	Aa3/A AA-	4.65 4.00
828807DK0	SIMON PROPERTY GROUP LP 2.65 07/15/2030	1,000,000.00	08/19/2025 4.32%	926,690.00 927,181.46	93.00 4.26%	929,990.54 3,386.11	0.95% 2,809.08	A3/A NA	4.87 4.48
Total Corporate		**26,802,000.00**	**3.99%**	**26,571,909.82 26,625,168.97**	**100.47 4.08%**	**26,909,956.24 256,060.51**	**27.54% 284,787.27**		**3.10 2.75**
MONEY MARKET FUND									
316175884	FIDELITY IMM:TRS III	90,371.00	-- 3.90%	90,371.00 90,371.00	1.00 3.90%	90,371.00 0.00	0.09% 0.00	Aaa/ AAAm NA	0.00 0.00
Total Money Market Fund		**90,371.00**	**3.90%**	**90,371.00 90,371.00**	**1.00 3.90%**	**90,371.00 0.00**	**0.09% 0.00**		**0.00 0.00**
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	965,000.00	10/30/2024 4.38%	970,085.55 969,203.66	102.85 3.71%	992,545.93 3,618.75	1.02% 23,342.26	Aa2/AA- AA	3.92 3.56
Total Municipal Bonds		**965,000.00**	**4.38%**	**970,085.55 969,203.66**	**102.85 3.71%**	**992,545.93 3,618.75**	**1.02% 23,342.26**		**3.92 3.56**
SUPRANATIONAL									
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	1,915,000.00	04/13/2021 0.97%	1,906,229.30 1,913,890.45	98.05 4.02%	1,877,741.99 6,097.41	1.92% (36,148.46)	Aaa/AAA NA	0.64 0.62

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	1,000,000.00	12/12/2024 4.25%	983,720.00 986,132.53	100.68 3.70%	1,006,828.65 14,530.00	1.03% 20,696.12	Aaa/AAA NA	4.13 3.73
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	1,000,000.00	03/14/2025 4.20%	996,600.00 996,907.23	101.68 3.72%	1,016,828.59 18,447.92	1.04% 19,921.36	Aaa/AAA NA	4.55 4.05
Total Supranational		**3,915,000.00**	**2.66%**	**3,886,549.30 3,896,930.22**	**99.68 3.86%**	**3,901,399.23 39,075.33**	**3.99% 4,469.01**		**2.56 2.31**
US TREASURY									
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,700,000.00	02/11/2021 0.42%	1,686,718.75 1,699,537.24	99.35 4.31%	1,689,009.77 1,432.07	1.73% (10,527.47)	Aa1/AA+ AA+	0.17 0.16
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	1,350,000.00	03/26/2021 0.76%	1,325,794.92 1,348,723.81	99.07 4.22%	1,337,507.22 1,286.37	1.37% (11,216.59)	Aa1/AA+ AA+	0.25 0.24
91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 479,474.71	96.98 3.87%	465,510.00 9.94	0.48% (13,964.71)	Aa1/AA+ AA+	1.00 0.97
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	2,820,000.00	-- 1.08%	2,791,946.88 2,813,896.87	96.89 3.85%	2,732,425.77 10,382.38	2.80% (81,471.09)	Aa1/AA+ AA+	1.08 1.05
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	2,250,000.00	-- 3.12%	2,263,417.97 2,254,947.88	99.30 3.65%	2,234,267.57 12,518.68	2.29% (20,680.30)	Aa1/AA+ AA+	1.83 1.75
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	600,000.00	08/22/2022 3.12%	589,828.13 596,062.14	98.35 3.65%	590,085.94 1,434.78	0.60% (5,976.20)	Aa1/AA+ AA+	1.91 1.84
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,950,000.00	-- 3.41%	1,925,095.70 1,939,982.92	99.04 3.63%	1,931,337.90 168.34	1.98% (8,645.03)	Aa1/AA+ AA+	2.00 1.91
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	700,000.00	03/14/2023 3.91%	698,878.91 699,455.14	100.60 3.60%	704,210.93 4,643.68	0.72% 4,755.79	Aa1/AA+ AA+	2.33 2.19
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,500,000.00	02/16/2023 4.05%	2,438,378.91 2,469,955.88	99.77 3.60%	2,494,238.28 7,608.70	2.55% 24,282.39	Aa1/AA+ AA+	2.42 2.28
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	2,500,000.00	-- 4.07%	2,491,714.85 2,495,893.57	100.96 3.59%	2,524,023.45 276.24	2.58% 28,129.88	Aa1/AA+ AA+	2.50 2.36
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	2,425,000.00	-- 4.03%	2,381,062.51 2,400,482.04	100.08 3.59%	2,426,989.25 22,336.83	2.48% 26,507.21	Aa1/AA+ AA+	2.75 2.57
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	400,000.00	09/25/2023 4.62%	395,781.25 397,435.02	102.21 3.59%	408,843.75 48.34	0.42% 11,408.73	Aa1/AA+ AA+	3.00 2.79
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	600,000.00	10/27/2023 4.79%	602,273.44 601,438.48	103.78 3.60%	622,664.06 9,855.98	0.64% 21,225.59	Aa1/AA+ AA+	3.17 2.87

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	625,000.00	12/28/2023 3.83%	640,234.38 635,048.93	102.35 3.60%	639,697.26 6,948.00	0.65% 4,648.33	Aa1/AA+ AA+	3.25 2.98
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	2,100,000.00	-- 3.98%	2,078,330.08 2,085,484.19	100.45 3.60%	2,109,433.60 13,481.66	2.16% 23,949.41	Aa1/AA+ AA+	3.33 3.08
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,500,000.00	02/16/2024 4.31%	1,479,375.00 1,485,747.51	101.25 3.61%	1,518,808.59 5,217.39	1.55% 33,061.08	Aa1/AA+ AA+	3.42 3.16
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,300,000.00	-- 4.47%	2,264,699.22 2,274,508.14	101.70 3.61%	2,339,082.04 39,920.08	2.39% 64,573.89	Aa1/AA+ AA+	3.58 3.25
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,150,000.00	-- 4.47%	2,164,254.89 2,160,493.18	103.41 3.62%	2,223,402.33 33,506.11	2.28% 62,909.15	Aa1/AA+ AA+	3.66 3.30
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	1,000,000.00	07/18/2024 4.09%	1,007,070.31 1,005,470.00	102.19 3.63%	1,021,914.06 7,275.82	1.05% 16,444.06	Aa1/AA+ AA+	3.83 3.49
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	2,000,000.00	09/11/2024 3.45%	2,015,703.13 2,012,645.65	99.95 3.64%	1,999,062.50 200.28	2.05% (13,583.15)	Aa1/AA+ AA+	4.00 3.69
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,000,000.00	10/04/2024 3.76%	988,125.00 990,272.81	99.46 3.64%	994,648.44 14,726.78	1.02% 4,375.63	Aa1/AA+ AA+	4.08 3.71
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,500,000.00	12/16/2024 4.25%	1,491,386.72 1,492,615.15	101.83 3.65%	1,527,480.47 15,722.34	1.56% 34,865.32	Aa1/AA+ AA+	4.25 3.83
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,000,000.00	02/13/2025 4.41%	992,968.75 993,740.95	102.36 3.67%	1,023,554.69 3,695.65	1.05% 29,813.74	Aa1/AA+ AA+	4.42 3.99
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	1,000,000.00	04/10/2025 4.00%	1,000,000.00 1,000,000.00	101.40 3.66%	1,014,023.44 110.50	1.04% 14,023.44	Aa1/AA+ AA+	4.50 4.09
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	1,500,000.00	-- 3.76%	1,491,250.00 1,491,691.04	99.78 3.68%	1,496,718.75 22,879.10	1.53% 5,027.71	Aa1/AA+ AA+	4.58 4.12
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	1,200,000.00	07/09/2025 3.95%	1,195,875.00 1,195,995.39	100.82 3.69%	1,209,843.74 7,960.60	1.24% 13,848.36	Aa1/AA+ AA+	4.83 4.34
Total US Treasury		**39,150,000.00**	**3.47%**	**38,877,558.45** **39,020,998.65**	**100.36** **3.69%**	**39,278,783.81** **243,646.63**	**40.20%** **257,785.16**		**2.85** **2.63**
Total Portfolio		**97,553,658.69**	**3.79%**	**96,549,869.24** **96,901,721.02**	**99.96** **3.86%**	**97,706,879.09** **660,173.67**	**100.00%** **805,158.07**		**2.93** **2.48**
Total Market Value + Accrued						**98,367,052.75**			

TRANSACTION LEDGER

City of Brea | Account #120 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2025	316175884	38,612.50	FIDELITY IMM:TRS III	1.000	3.96%	(38,612.50)	0.00	(38,612.50)	0.00
Purchase	08/04/2025	316175884	1,138.40	FIDELITY IMM:TRS III	1.000	3.94%	(1,138.40)	0.00	(1,138.40)	0.00
Purchase	08/07/2025	316175884	24,750.00	FIDELITY IMM:TRS III	1.000	3.92%	(24,750.00)	0.00	(24,750.00)	0.00
Purchase	08/15/2025	316175884	50,139.09	FIDELITY IMM:TRS III	1.000	3.92%	(50,139.09)	0.00	(50,139.09)	0.00
Purchase	08/15/2025	316175884	41,713.53	FIDELITY IMM:TRS III	1.000	3.92%	(41,713.53)	0.00	(41,713.53)	0.00
Purchase	08/18/2025	316175884	2,805.17	FIDELITY IMM:TRS III	1.000	3.92%	(2,805.17)	0.00	(2,805.17)	0.00
Purchase	08/20/2025	828807DK0	1,000,000.00	SIMON PROPERTY GROUP LP 2.65 07/15/2030	92.669	4.32%	(926,690.00)	(2,576.39)	(929,266.39)	0.00
Purchase	08/20/2025	316175884	3,161.58	FIDELITY IMM:TRS III	1.000	3.91%	(3,161.58)	0.00	(3,161.58)	0.00
Purchase	08/21/2025	316175884	2,189.79	FIDELITY IMM:TRS III	1.000	3.91%	(2,189.79)	0.00	(2,189.79)	0.00
Purchase	08/25/2025	316175884	1,103.14	FIDELITY IMM:TRS III	1.000	3.91%	(1,103.14)	0.00	(1,103.14)	0.00
Purchase	08/25/2025	316175884	32,717.02	FIDELITY IMM:TRS III	1.000	3.91%	(32,717.02)	0.00	(32,717.02)	0.00
Purchase	08/26/2025	316175884	11,882.50	FIDELITY IMM:TRS III	1.000	3.91%	(11,882.50)	0.00	(11,882.50)	0.00
Purchase	08/27/2025	316175884	24,250.00	FIDELITY IMM:TRS III	1.000	3.91%	(24,250.00)	0.00	(24,250.00)	0.00
Total Purchase			**1,234,462.72**				**(1,161,152.72)**	**(2,576.39)**	**(1,163,729.11)**	**0.00**
TOTAL ACQUISITIONS			**1,234,462.72**				**(1,161,152.72)**	**(2,576.39)**	**(1,163,729.11)**	**0.00**
DISPOSITIONS										
Sale	08/20/2025	316175884	(606,472.96)	FIDELITY IMM:TRS III	1.000	3.91%	606,472.96	0.00	606,472.96	0.00
Sale	08/20/2025	3135G06G3	(325,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	99.178	0.57%	322,328.50	(464.93)	322,793.43	(2,625.88)
Total Sale			**(931,472.96)**				**928,801.46**	**(464.93)**	**929,266.39**	**(2,625.88)**
TOTAL DISPOSITIONS			**(931,472.96)**				**928,801.46**	**(464.93)**	**929,266.39**	**(2,625.88)**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Brea | Account #120 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/01/2025	78016HZS2	0.00	ROYAL BANK OF CANADA 5.2 08/01/2028		5.08%	16,900.00	0.00	16,900.00	0.00
Coupon	08/01/2025	3137FGR31	0.00	FHMS K-078 A2 3.854 06/25/2028		5.02%	4,175.17	0.00	4,175.17	0.00
Coupon	08/01/2025	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		4.74%	1,960.00	0.00	1,960.00	0.00
Coupon	08/01/2025	3137H5YC5	0.00	FHMS K-748 A2 2.26 01/25/2029		4.61%	2,825.00	0.00	2,825.00	0.00
Coupon	08/01/2025	3137FLMV3	0.00	FHMS K-090 A2 3.422 02/25/2029		4.46%	2,851.67	0.00	2,851.67	0.00
Coupon	08/01/2025	13063EGT7	0.00	CALIFORNIA STATE 4.5 08/01/2029		4.38%	21,712.50	0.00	21,712.50	0.00
Coupon	08/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.37%	1,724.17	0.00	1,724.17	0.00
Coupon	08/01/2025	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.14%	4,187.50	0.00	4,187.50	0.00
Coupon	08/01/2025	3137FEZU7	0.00	FHMS K-076 A2 3.9 04/25/2028		4.12%	3,900.00	0.00	3,900.00	0.00
Coupon	08/01/2025	3137FCLD4	0.00	FHMS K-071 A2 3.286 11/25/2027		4.08%	5,476.67	0.00	5,476.67	0.00
Coupon	08/01/2025	3137BXQY1	0.00	FHMS K-064 A2 3.224 03/25/2027		3.23%	2,686.67	0.00	2,686.67	0.00
Coupon	08/01/2025	3137BQYS0	0.00	FHMS K-056 A2 2.525 05/25/2026		1.67%	1,160.34	0.00	1,160.34	0.00
Coupon	08/07/2025	63743HFX5	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		4.88%	24,750.00	0.00	24,750.00	0.00
Coupon	08/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,015.00	0.00	2,015.00	0.00
Coupon	08/15/2025	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.73%	1,064.00	0.00	1,064.00	0.00
Coupon	08/15/2025	02582JKH2	0.00	AMXCA 2024-1 A 5.23 04/16/2029		5.30%	3,138.00	0.00	3,138.00	0.00

TRANSACTION LEDGER

City of Brea | Account #120 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,149.50	0.00	4,149.50	0.00
Coupon	08/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,621.50	0.00	1,621.50	0.00
Coupon	08/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	1,889.83	0.00	1,889.83	0.00
Coupon	08/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,070.00	0.00	2,070.00	0.00
Coupon	08/15/2025	58773DAD6	0.00	MBART 2025-1 A3 4.78 12/17/2029		4.84%	2,170.92	0.00	2,170.92	0.00
Coupon	08/15/2025	89240JAD3	0.00	TAOT 2025-A A3 4.64 08/15/2029		4.69%	2,184.67	0.00	2,184.67	0.00
Coupon	08/15/2025	171239AL0	0.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		4.52%	11,741.25	0.00	11,741.25	0.00
Coupon	08/15/2025	30303M8S4	0.00	META PLATFORMS INC 4.3 08/15/2029		4.33%	11,438.00	0.00	11,438.00	0.00
Coupon	08/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	1,841.13	0.00	1,841.13	0.00
Coupon	08/15/2025	02582JKP4	0.00	AMXCA 2025-2 A 4.28 04/15/2030		4.28%	2,817.67	0.00	2,817.67	0.00
Coupon	08/15/2025	437921AD1	0.00	HAROT 252 A3 4.15 10/15/2029		4.15%	1,037.50	0.00	1,037.50	0.00
Coupon	08/15/2025	47800BAC2	0.00	JDOT 2022-C A3 5.09 06/15/2027		3.29%	940.61	0.00	940.61	0.00
Coupon	08/15/2025	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.89%	19.51	0.00	19.51	0.00
Coupon	08/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	1,443.75	0.00	1,443.75	0.00
Coupon	08/18/2025	437930AC4	0.00	HAROT 2024-2 A3 5.27 11/20/2028		5.27%	1,361.42	0.00	1,361.42	0.00
Coupon	08/20/2025	36269WAD1	0.00	GMALT 2024-2 A3 5.39 07/20/2027		5.85%	1,482.25	0.00	1,482.25	0.00
Coupon	08/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.84%	1,679.33	0.00	1,679.33	0.00

TRANSACTION LEDGER

City of Brea | Account #120 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,189.79	0.00	2,189.79	0.00
Coupon	08/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,769.83	0.00	1,769.83	0.00
Coupon	08/26/2025	17275RBR2	0.00	CISCO SYSTEMS INC 4.85 02/26/2029		4.86%	11,882.50	0.00	11,882.50	0.00
Coupon	08/27/2025	14913UAJ9	0.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		4.84%	24,250.00	0.00	24,250.00	0.00
Coupon	08/31/2025	91282CHX2	0.00	UNITED STATES TREASURY 4.375 08/31/2028		4.62%	8,750.00	0.00	8,750.00	0.00
Coupon	08/31/2025	91282CGP0	0.00	UNITED STATES TREASURY 4.0 02/29/2028		4.07%	50,000.00	0.00	50,000.00	0.00
Coupon	08/31/2025	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		4.00%	20,000.00	0.00	20,000.00	0.00
Coupon	08/31/2025	91282CLK5	0.00	UNITED STATES TREASURY 3.625 08/31/2029		3.45%	36,250.00	0.00	36,250.00	0.00
Coupon	08/31/2025	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		3.41%	30,468.75	0.00	30,468.75	0.00
Coupon	08/31/2025	91282CCW9	0.00	UNITED STATES TREASURY 0.75 08/31/2026		0.86%	1,800.00	0.00	1,800.00	0.00
Total Coupon			**0.00**				**337,776.40**	**0.00**	**337,776.40**	**0.00**
Dividend	08/31/2025	316175884	0.00	FIDELITY IMM:TRS III		3.90%	1,182.09	0.00	1,182.09	0.00
Total Dividend			**0.00**				**1,182.09**	**0.00**	**1,182.09**	**0.00**
Principal Paydown	08/01/2025	3137BQYS0	1,103.14	FHMS K-056 A2 2.525 05/25/2026		1.67%	1,103.14	--	1,103.14	0.00
Principal Paydown	08/15/2025	47800BAC2	29,262.45	JDOT 2022-C A3 5.09 06/15/2027		3.29%	29,262.45	--	29,262.45	0.00
Principal Paydown	08/15/2025	43815BAC4	12,451.08	HAROT 2022-1 A3 1.88 05/15/2026		1.89%	12,451.08	--	12,451.08	0.00
Total Principal Paydown			**42,816.67**				**42,816.67**	**--**	**42,816.67**	**0.00**

TRANSACTION LEDGER

City of Brea | Account #120 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**42,816.67**				**381,775.16**	**0.00**	**381,775.16**	**0.00**

INCOME EARNED

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
316175884	FIDELITY IMM:TRS III	90,371.00	462,381.24 234,462.72 (606,472.96) 90,371.00	0.00 1,138.40 0.00 1,138.40	0.00 0.00 0.00 1,138.40	1,138.40
CCYUSD	Receivable	148,450.85	1,138.11 0.00 0.00 148,450.85	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**238,821.85**	**463,519.35** **234,462.72** **(606,472.96)** **238,821.85**	**0.00** **1,138.40** **0.00** **1,138.40**	**0.00** **0.00** **0.00** **1,138.40**	**1,138.40**
FIXED INCOME						
00287YDZ9	ABBVIE INC 4.875 03/15/2030	1,000,000.00	1,009,464.84 0.00 0.00 1,009,287.98	20,989.58 0.00 25,052.08 4,062.50	0.00 (176.86) (176.86) 3,885.64	3,885.64
023135BX3	AMAZON.COM INC 1.0 05/12/2026	05/10/2021 05/12/2021 1,455,000.00	1,454,022.39 0.00 0.00 1,454,129.10	3,192.92 0.00 4,405.42 1,212.50	106.71 0.00 106.71 1,319.21	1,319.21
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	04/16/2024 04/23/2024 720,000.00	719,890.13 0.00 0.00 719,892.65	1,673.60 3,138.00 1,673.60 3,138.00	2.52 0.00 2.52 3,140.52	3,140.52
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	05/06/2025 05/13/2025 790,000.00	789,986.34 0.00 0.00 789,986.58	1,502.76 2,817.67 1,502.76 2,817.67	0.25 0.00 0.25 2,817.92	2,817.92
02665WFY2	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030	03/03/2025 03/05/2025 795,000.00	794,357.49 0.00 0.00 794,369.36	15,476.00 0.00 18,656.00 3,180.00	11.88 0.00 11.88 3,191.88	3,191.88

INCOME EARNED

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
037833DN7	APPLE INC 2.05 09/11/2026	12/02/2021 12/06/2021 450,000.00	452,291.56 0.00 0.00 452,085.05	3,587.50 0.00 4,356.25 768.75	0.00 (206.51) (206.51) 562.24	562.24
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 460,000.00	459,980.21 0.00 0.00 459,980.65	1,007.91 1,889.83 1,007.91 1,889.83	0.44 0.00 0.44 1,890.27	1,890.27
06368FAC3	BANK OF MONTREAL 1.25 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,864.16 0.00 0.00 499,874.43	2,361.11 0.00 2,881.94 520.83	10.27 0.00 10.27 531.10	531.10
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/07/2022 03/15/2022 1,080,000.00	1,079,933.58 0.00 0.00 1,079,937.07	9,384.00 0.00 11,454.00 2,070.00	3.48 0.00 3.48 2,073.48	2,073.48
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 410,000.00	409,952.77 0.00 0.00 409,953.90	353.97 1,769.83 353.97 1,769.83	1.12 0.00 1.12 1,770.95	1,770.95
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	10/30/2024 11/05/2024 965,000.00	969,294.79 0.00 0.00 969,203.66	21,712.50 21,712.50 3,618.75 3,618.75	0.00 (91.13) (91.13) 3,527.62	3,527.62
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	03/18/2024 03/20/2024 1,000,000.00	1,000,354.54 0.00 0.00 1,000,346.12	20,747.22 24,250.00 538.89 4,041.67	0.00 (8.42) (8.42) 4,033.25	4,033.25
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 965,000.00	964,832.94 0.00 0.00 964,837.48	2,213.07 4,149.50 2,213.07 4,149.50	4.54 0.00 4.54 4,154.04	4,154.04
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	08/12/2024 08/15/2024 505,000.00	507,295.12 0.00 0.00 507,245.84	10,828.04 11,741.25 1,043.67 1,956.88	0.00 (49.27) (49.27) 1,907.60	1,907.60

INCOME EARNED

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/21/2024 02/26/2024 490,000.00	489,877.50 0.00 0.00 489,880.41	10,232.15 11,882.50 330.07 1,980.42	2.91 0.00 2.91 1,983.33	1,983.33
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 935,000.00	934,862.85 0.00 0.00 934,866.79	2,185.56 0.00 6,042.44 3,856.88	10.24 (6.30) 3.94 3,860.82	3,860.82
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/07/2024 06/11/2024 500,000.00	496,826.34 0.00 0.00 496,896.12	3,368.06 0.00 5,388.89 2,020.83	69.78 0.00 69.78 2,090.61	2,090.61
26442CAS3	DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026	01/13/2022 01/18/2022 850,000.00	860,010.21 0.00 0.00 859,226.58	4,179.17 0.00 6,268.75 2,089.58	0.00 (783.63) (783.63) 1,305.96	1,305.96
30303M8S4	META PLATFORMS INC 4.3 08/15/2029	08/12/2024 08/15/2024 532,000.00	531,332.80 0.00 0.00 531,346.82	10,548.38 11,438.00 1,016.71 1,906.33	14.02 0.00 14.02 1,920.36	1,920.36
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/08/2023 09/11/2023 2,000,000.00	1,996,630.33 0.00 0.00 1,996,722.45	34,756.94 0.00 42,048.61 7,291.67	92.12 0.00 92.12 7,383.78	7,383.78
3133EPGW9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028	05/05/2023 05/08/2023 1,250,000.00	1,259,971.75 0.00 0.00 1,259,662.00	12,916.67 0.00 16,953.13 4,036.46	0.00 (309.74) (309.74) 3,726.71	3,726.71
3133EPME2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028	06/07/2023 06/08/2023 850,000.00	848,080.26 0.00 0.00 848,137.37	4,849.13 0.00 7,593.92 2,744.79	57.11 0.00 57.11 2,801.91	2,801.91
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,500,000.00	1,824,682.24 0.00 (324,954.38) 1,499,821.45	2,129.17 464.93 2,375.00 710.76	93.59 0.00 93.59 804.35	804.35

INCOME EARNED

City of Brea | Account #120 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137BQYS0	FHMS K-056 A2 2.525 05/25/2026	01/31/2022 02/03/2022 550,345.03	554,380.91 0.00 (1,103.14) 552,939.54	1,160.34 1,160.34 1,158.02 1,158.02	0.00 (338.22) (338.22) 819.80	819.80
3137BXQY1	FHMS K-064 A2 3.224 03/25/2027	05/06/2022 05/11/2022 1,000,000.00	999,319.33 0.00 0.00 999,355.90	2,686.67 2,686.67 2,686.67 2,686.67	36.57 0.00 36.57 2,723.24	2,723.24
3137FCLD4	FHMS K-071 A2 3.286 11/25/2027	04/11/2023 04/14/2023 2,000,000.00	1,966,615.52 0.00 0.00 1,967,874.55	5,476.67 5,476.67 5,476.67 5,476.67	1,259.03 0.00 1,259.03 6,735.70	6,735.70
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	03/27/2023 03/30/2023 1,500,000.00	1,475,708.61 0.00 0.00 1,476,561.42	4,187.50 4,187.50 4,187.50 4,187.50	852.81 0.00 852.81 5,040.31	5,040.31
3137FEZU7	FHMS K-076 A2 3.9 04/25/2028	04/20/2023 04/25/2023 1,200,000.00	1,193,011.02 0.00 0.00 1,193,233.47	3,900.00 3,900.00 3,900.00 3,900.00	222.44 0.00 222.44 4,122.44	4,122.44
3137FGR31	FHMS K-078 A2 3.854 06/25/2028	09/18/2023 09/21/2023 1,300,000.00	1,264,327.58 0.00 0.00 1,265,396.03	4,175.17 4,175.17 4,175.17 4,175.17	1,068.45 0.00 1,068.45 5,243.62	5,243.62
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	11/28/2023 12/01/2023 600,000.00	586,184.35 0.00 0.00 586,564.37	1,960.00 1,960.00 1,960.00 1,960.00	380.02 0.00 380.02 2,340.02	2,340.02
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	07/29/2024 07/30/2024 1,000,000.00	966,636.31 0.00 0.00 967,444.33	2,851.67 2,851.67 2,851.67 2,851.67	808.03 0.00 808.03 3,659.70	3,659.70
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/06/2025 06/11/2025 1,000,000.00	907,947.77 0.00 0.00 909,715.82	1,724.17 1,724.17 1,724.17 1,724.17	1,768.04 0.00 1,768.04 3,492.21	3,492.21

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3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	03/25/2024 03/28/2024 1,500,000.00	1,392,916.42 0.00 0.00 1,395,574.22	2,825.00 2,825.00 2,825.00 2,825.00	2,657.80 0.00 2,657.80 5,482.80	5,482.80
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	06/13/2024 06/17/2024 1,000,000.00	1,010,640.31 0.00 0.00 1,010,396.51	6,580.56 0.00 10,872.22 4,291.67	0.00 (243.79) (243.79) 4,047.88	4,047.88
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	05/07/2024 05/16/2024 330,000.00	329,988.14 0.00 0.00 329,988.65	543.49 1,482.25 543.49 1,482.25	0.51 0.00 0.51 1,482.76	1,482.76
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 375,000.00	374,975.21 0.00 0.00 374,975.69	721.88 1,443.75 721.88 1,443.75	0.48 0.00 0.48 1,444.23	1,444.23
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/20/2025 05/29/2025 440,000.00	439,993.13 0.00 0.00 439,993.34	615.76 1,679.33 615.76 1,679.33	0.21 0.00 0.21 1,679.54	1,679.54
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/17/2024 06/25/2024 950,000.00	945,778.26 0.00 0.00 945,870.17	4,512.50 0.00 8,272.92 3,760.42	91.91 0.00 91.91 3,852.32	3,852.32
437921AD1	HAROT 252 A3 4.15 10/15/2029	04/29/2025 05/08/2025 300,000.00	299,968.25 0.00 0.00 299,968.89	553.33 1,037.50 553.33 1,037.50	0.64 0.00 0.64 1,038.14	1,038.14
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	05/14/2024 05/21/2024 310,000.00	309,972.34 0.00 0.00 309,973.05	589.95 1,361.42 589.95 1,361.42	0.71 0.00 0.71 1,362.13	1,362.13
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 575,000.00	574,928.30 0.00 0.00 574,929.97	729.93 2,189.79 729.93 2,189.79	1.67 0.00 1.67 2,191.46	2,191.46

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43815BAC4	HAROT 2022-1 A3 1.88 05/15/2026	02/15/2022 02/23/2022 0.00	12,450.77 0.00 (12,451.08) 0.00	10.40 19.51 0.00 9.11	0.31 0.00 0.31 9.42	9.42
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 575,000.00	574,922.37 0.00 0.00 574,923.93	1,104.00 2,070.00 1,104.00 2,070.00	1.57 0.00 1.57 2,071.57	2,071.57
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,913,741.55 0.00 0.00 1,913,890.45	4,701.06 0.00 6,097.41 1,396.35	148.90 0.00 148.90 1,545.25	1,545.25
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	12/12/2024 12/13/2024 1,000,000.00	985,847.08 0.00 0.00 986,132.53	11,302.08 0.00 14,530.00 3,227.92	285.45 0.00 285.45 3,513.37	3,513.37
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 1,000,000.00	996,849.51 0.00 0.00 996,907.23	15,010.42 0.00 18,447.92 3,437.50	57.72 0.00 57.72 3,495.22	3,495.22
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	01/19/2024 01/23/2024 1,000,000.00	963,824.78 0.00 0.00 965,063.93	779.78 0.00 3,703.94 2,924.17	1,239.15 0.00 1,239.15 4,163.32	4,163.32
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 465,000.00	464,930.57 0.00 0.00 464,932.20	1,074.67 2,015.00 1,074.67 2,015.00	1.63 0.00 1.63 2,016.63	2,016.63
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	10/12/2022 10/19/2022 192,491.81	221,748.03 0.00 (29,262.45) 192,486.65	501.66 940.61 435.46 874.41	1.07 0.00 1.07 875.48	875.48
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 460,000.00	459,973.58 0.00 0.00 459,974.12	864.80 1,621.50 864.80 1,621.50	0.54 0.00 0.54 1,622.04	1,622.04

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571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	1,000,000.00	1,002,288.79 0.00 0.00 1,002,246.02	17,566.67 0.00 21,441.67 3,875.00	0.00 (42.77) (42.77) 3,832.23	3,832.23
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	05/17/2024 05/23/2024 240,000.00	239,981.07 0.00 0.00 239,981.72	567.47 1,064.00 567.47 1,064.00	0.65 0.00 0.65 1,064.65	1,064.65
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	01/14/2025 01/23/2025 545,000.00	544,896.39 0.00 0.00 544,898.40	1,157.82 2,170.92 1,157.82 2,170.92	2.01 0.00 2.01 2,172.93	2,172.93
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	1,002,774.90 0.00 0.00 1,002,721.44	23,925.00 24,750.00 3,300.00 4,125.00	18.70 (72.16) (53.46) 4,071.54	4,071.54
69371RT48	PACCAR FINANCIAL CORP 4.0 09/26/2029	09/26/2024 1,100,000.00	1,099,301.90 0.00 0.00 1,099,316.16	15,277.78 0.00 18,944.44 3,666.67	19.93 (5.67) 14.27 3,680.93	3,680.93
713448FX1	PEPSICO INC 4.5 07/17/2029	07/15/2024 07/17/2024 830,000.00	828,981.23 0.00 0.00 829,003.07	1,452.50 0.00 4,565.00 3,112.50	21.84 0.00 21.84 3,134.34	3,134.34
74340XBX8	PROLOGIS LP 4.0 09/15/2028	12/06/2023 12/08/2023 500,000.00	487,464.06 0.00 0.00 487,804.65	7,555.56 0.00 9,222.22 1,666.67	340.59 0.00 340.59 2,007.26	2,007.26
74340XCG4	PROLOGIS LP 4.875 06/15/2028	09/08/2023 09/12/2023 575,000.00	570,668.80 0.00 0.00 570,796.80	3,581.77 0.00 5,917.71 2,335.94	128.00 0.00 128.00 2,463.93	2,463.93
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	10/04/2023 10/06/2023 1,200,000.00	1,141,353.23 0.00 0.00 1,142,966.41	18,250.00 0.00 21,900.00 3,650.00	1,613.18 0.00 1,613.18 5,263.18	5,263.18

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756109BS2	REALTY INCOME CORP 4.7 12/15/2028	12/12/2023 12/15/2023 1,000,000.00	986,378.95 0.00 0.00 986,721.69	6,005.56 0.00 9,922.22 3,916.67	342.74 0.00 342.74 4,259.40	4,259.40
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	12/06/2023 12/08/2023 650,000.00	652,080.98 0.00 0.00 652,022.12	16,900.00 16,900.00 2,816.67 2,816.67	0.00 (58.86) (58.86) 2,757.81	2,757.81
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	03/09/2022 03/11/2022 750,000.00	746,851.81 0.00 0.00 747,020.36	7,554.17 0.00 9,085.42 1,531.25	168.56 0.00 168.56 1,699.81	1,699.81
828807DK0	SIMON PROPERTY GROUP LP 2.65 07/15/2030	08/19/2025 08/20/2025 1,000,000.00	0.00 926,690.00 0.00 927,181.46	0.00 (2,576.39) 3,386.11 809.72	491.46 0.00 491.46 1,301.18	1,301.18
857477DB6	STATE STREET CORP 4.834 04/24/2030	1,000,000.00	1,008,086.31 0.00 0.00 1,007,938.50	13,024.94 0.00 17,053.28 4,028.33	0.00 (147.80) (147.80) 3,880.53	3,880.53
87612EBM7	TARGET CORP 1.95 01/15/2027	01/19/2022 01/24/2022 535,000.00	534,733.71 0.00 0.00 534,749.22	463.67 0.00 1,333.04 869.38	15.52 0.00 15.52 884.89	884.89
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,923.04 0.00 0.00 994,930.47	1,337.03 0.00 2,269.84 932.81	7.43 0.00 7.43 940.25	940.25
89236TMF9	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029	05/21/2024 05/23/2024 500,000.00	500,791.29 0.00 0.00 500,773.57	5,260.42 0.00 7,364.58 2,104.17	0.00 (17.72) (17.72) 2,086.44	2,086.44
89240JAD3	TAOT 2025-A A3 4.64 08/15/2029	01/22/2025 01/29/2025 565,000.00	564,979.85 0.00 0.00 564,980.28	1,165.16 2,184.67 1,165.16 2,184.67	0.42 0.00 0.42 2,185.09	2,185.09

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91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/11/2021 02/12/2021 1,700,000.00	1,699,298.15 0.00 0.00 1,699,537.24	1,074.05 0.00 1,432.07 358.02	239.09 0.00 239.09 597.11	597.11
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,348,284.23 0.00 0.00 1,348,723.81	857.58 0.00 1,286.37 428.79	439.58 0.00 439.58 868.37	868.37
91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	09/17/2021 09/20/2021 480,000.00	479,429.97 0.00 0.00 479,474.71	1,506.52 0.00 9.94 (1,496.58)	44.74 0.00 44.74 (1,451.84)	(1,451.84)
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	2,820,000.00	2,813,416.67 0.00 0.00 2,813,896.87	8,292.42 0.00 10,382.38 2,089.96	480.20 0.00 480.20 2,570.15	2,570.15
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	2,250,000.00	2,255,177.84 0.00 0.00 2,254,947.88	6,358.70 0.00 12,518.68 6,159.99	0.00 (229.96) (229.96) 5,930.03	5,930.03
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	08/22/2022 08/23/2022 600,000.00	595,887.25 0.00 0.00 596,062.14	44.84 0.00 1,434.78 1,389.95	174.89 0.00 174.89 1,564.84	1,564.84
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,950,000.00	1,939,556.96 0.00 0.00 1,939,982.92	25,501.02 0.00 168.34 (25,332.68)	425.97 0.00 425.97 (24,906.72)	(24,906.72)
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	03/14/2023 03/16/2023 700,000.00	699,435.30 0.00 0.00 699,455.14	2,358.70 0.00 4,643.68 2,284.99	19.85 0.00 19.85 2,304.83	2,304.83
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/16/2023 02/17/2023 2,500,000.00	2,468,899.91 0.00 0.00 2,469,955.88	237.77 0.00 7,608.70 7,370.92	1,055.97 0.00 1,055.97 8,426.90	8,426.90

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91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	 2,500,000.00	2,495,753.84 0.00 0.00 2,495,893.57	41,847.83 0.00 276.24 (41,571.58)	230.46 (90.72) 139.74 (41,431.85)	(41,431.85)
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	04/10/2025 04/11/2025 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	16,739.13 0.00 110.50 (16,628.63)	0.00 0.00 0.00 (16,628.63)	(16,628.63)
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	 1,500,000.00	1,491,536.98 0.00 0.00 1,491,691.04	18,273.57 0.00 22,879.10 4,605.53	154.72 (0.67) 154.05 4,759.59	4,759.59
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	 2,425,000.00	2,399,724.26 0.00 0.00 2,400,482.04	14,891.22 0.00 22,336.83 7,445.61	757.78 0.00 757.78 8,203.39	8,203.39
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	09/25/2023 09/26/2023 400,000.00	397,362.40 0.00 0.00 397,435.02	7,323.37 0.00 48.34 (7,275.03)	72.62 0.00 72.62 (7,202.41)	(7,202.41)
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	10/27/2023 10/31/2023 600,000.00	601,477.05 0.00 0.00 601,438.48	7,391.98 0.00 9,855.98 2,463.99	0.00 (38.58) (38.58) 2,425.42	2,425.42
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	12/28/2023 12/29/2023 625,000.00	635,311.59 0.00 0.00 635,048.93	4,632.00 0.00 6,948.00 2,316.00	0.00 (262.66) (262.66) 2,053.34	2,053.34
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	 2,100,000.00	2,085,114.44 0.00 0.00 2,085,484.19	6,847.83 0.00 13,481.66 6,633.83	369.75 0.00 369.75 7,003.59	7,003.59
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	02/16/2024 02/21/2024 1,500,000.00	1,485,393.48 0.00 0.00 1,485,747.51	163.04 0.00 5,217.39 5,054.35	354.03 0.00 354.03 5,408.38	5,408.38

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91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,300,000.00	2,273,903.52 0.00 0.00 2,274,508.14	31,884.22 0.00 39,920.08 8,035.86	604.63 0.00 604.63 8,640.49	8,640.49
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,150,000.00	2,160,736.48 0.00 0.00 2,160,493.18	25,129.59 0.00 33,506.11 8,376.53	0.00 (243.30) (243.30) 8,133.23	8,133.23
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	07/18/2024 07/19/2024 1,000,000.00	1,005,591.30 0.00 0.00 1,005,470.00	3,695.65 0.00 7,275.82 3,580.16	0.00 (121.29) (121.29) 3,458.87	3,458.87
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	09/11/2024 09/13/2024 2,000,000.00	2,012,914.16 0.00 0.00 2,012,645.65	30,339.67 0.00 200.28 (30,139.40)	0.00 (268.50) (268.50) (30,407.90)	(30,407.90)
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	10/04/2024 10/07/2024 1,000,000.00	990,070.44 0.00 0.00 990,272.81	11,762.30 0.00 14,726.78 2,964.48	202.38 0.00 202.38 3,166.86	3,166.86
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/16/2024 12/17/2024 1,500,000.00	1,492,467.55 0.00 0.00 1,492,615.15	10,481.56 0.00 15,722.34 5,240.78	147.60 0.00 147.60 5,388.38	5,388.38
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/13/2025 02/14/2025 1,000,000.00	993,620.65 0.00 0.00 993,740.95	115.49 0.00 3,695.65 3,580.16	120.29 0.00 120.29 3,700.45	3,700.45
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	07/09/2025 07/10/2025 1,200,000.00	1,195,924.97 0.00 0.00 1,195,995.39	4,043.48 0.00 7,960.60 3,917.12	70.42 0.00 70.42 3,987.54	3,987.54
91324PDP4	UNITEDHEALTH GROUP INC 3.875 12/15/2028	12/12/2023 12/15/2023 650,000.00	632,712.89 0.00 0.00 633,147.87	3,218.40 0.00 5,317.36 2,098.96	434.98 0.00 434.98 2,533.94	2,533.94

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	 240,000.00	240,113.19 0.00 0.00 240,099.54	582.67 0.00 812.67 230.00	0.00 (13.65) (13.65) 216.35	216.35
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 515,000.00	514,935.31 0.00 0.00 514,936.61	981.93 1,841.13 981.93 1,841.13	1.31 0.00 1.31 1,842.44	1,842.44
931142ER0	WALMART INC 1.05 09/17/2026	09/08/2021 09/17/2021 235,000.00	234,899.79 0.00 0.00 234,907.33	918.46 0.00 1,124.08 205.63	7.54 0.00 7.54 213.17	213.17
Total Fixed Income		**97,314,836.84**	**96,086,861.96** **926,690.00** **(367,771.05)** **96,662,899.17**	**709,879.30** **188,396.19** **660,173.67** **138,690.56**	**20,946.45** **(3,828.18)** **17,118.27** **155,808.83**	**155,808.83**
TOTAL PORTFOLIO		**97,553,658.69**	**96,550,381.31** **1,161,152.72** **(974,244.01)** **96,901,721.02**	**709,879.30** **189,534.59** **660,173.67** **139,828.96**	**20,946.45** **(3,828.18)** **17,118.27** **156,947.23**	**156,947.23**

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Coupon	74456QBX3	0.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		21,900.00	21,900.00
09/02/2025	Coupon	91282CCW9	0.00	UNITED STATES TREASURY 0.75 08/31/2026		1,800.00	1,800.00
09/02/2025	Coupon	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		30,468.75	30,468.75
09/02/2025	Coupon	91282CLK5	0.00	UNITED STATES TREASURY 3.625 08/31/2029		36,250.00	36,250.00
09/02/2025	Coupon	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		20,000.00	20,000.00
09/02/2025	Coupon	91282CGP0	0.00	UNITED STATES TREASURY 4.0 02/29/2028		50,000.00	50,000.00
09/02/2025	Coupon	91282CHX2	0.00	UNITED STATES TREASURY 4.375 08/31/2028		8,750.00	8,750.00
09/04/2025	Sell	3135G06G3	200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,293,597.50		1,293,597.50
09/05/2025	Coupon	02665WFY2	795,000.00	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030		19,080.00	19,080.00
09/08/2025	Coupon	3130AWTR1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		43,750.00	43,750.00
09/11/2025	Coupon	037833DN7	450,000.00	APPLE INC 2.05 09/11/2026		4,612.50	4,612.50
09/15/2025	Coupon	00287YDZ9	1,000,000.00	ABBVIE INC 4.875 03/15/2030		26,947.92	26,947.92
09/15/2025	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
09/15/2025	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
09/15/2025	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
09/15/2025	Coupon	06368FAC3	500,000.00	BANK OF MONTREAL 1.25 09/15/2026		3,125.00	3,125.00
09/15/2025	Coupon	084664CZ2	1,080,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		12,420.00	12,420.00
09/15/2025	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
09/15/2025	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
09/15/2025	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
09/15/2025	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
09/15/2025	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		816.49	816.49
09/15/2025	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	19,923.79		19,923.79
09/15/2025	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
09/15/2025	Coupon	571748CA8	1,000,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		23,250.00	23,250.00
09/15/2025	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,064.12	1,064.12

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2025	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
09/15/2025	Coupon	74340XBX8	500,000.00	PROLOGIS LP 4.0 09/15/2028		10,000.00	10,000.00
09/15/2025	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
09/15/2025	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
09/16/2025	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
09/17/2025	Coupon	931142ER0	235,000.00	WALMART INC 1.05 09/17/2026		1,233.75	1,233.75
09/18/2025	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,361.42	1,361.42
09/22/2025	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,482.25	1,482.25
09/22/2025	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
09/22/2025	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
09/22/2025	Coupon	459058LR2	1,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		20,625.00	20,625.00
09/25/2025	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,769.83	1,769.83
09/25/2025	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,158.02	1,158.02
09/25/2025	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	5,196.89		5,196.89
09/25/2025	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
09/25/2025	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
09/25/2025	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
09/25/2025	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
09/25/2025	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
09/25/2025	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
09/25/2025	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
09/25/2025	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
09/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
09/26/2025	Coupon	69371RT48	1,100,000.00	PACCAR FINANCIAL CORP 4.0 09/26/2029		22,000.00	22,000.00
09/30/2025	Coupon	91282CCZ2	2,820,000.00	UNITED STATES TREASURY 0.875 09/30/2026		12,337.50	12,337.50
09/30/2025	Coupon	91282CGS4	1,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		27,187.50	27,187.50
09/30/2025	Coupon	91282CKG5	2,300,000.00	UNITED STATES TREASURY 4.125 03/31/2029		47,437.50	47,437.50
09/30/2025	Coupon	91282CLN9	1,000,000.00	UNITED STATES TREASURY 3.5 09/30/2029		17,500.00	17,500.00
September 2025 Total					**1,318,718.18**	**528,362.96**	**1,847,081.14**
OCTOBER 2025							

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
10/15/2025	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
10/15/2025	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
10/15/2025	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
10/15/2025	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
10/15/2025	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
10/15/2025	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
10/15/2025	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		731.98	731.98
10/15/2025	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	15,236.92		15,236.92
10/15/2025	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
10/15/2025	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,064.12	1,064.12
10/15/2025	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
10/15/2025	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
10/15/2025	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
10/16/2025	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
10/16/2025	Coupon	459058LN1	1,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		19,375.00	19,375.00
10/20/2025	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,482.25	1,482.25
10/20/2025	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
10/20/2025	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,361.42	1,361.42
10/20/2025	Coupon	4581X0DV7	1,915,000.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026		8,378.13	8,378.13
10/21/2025	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
10/24/2025	Coupon	857477DB6	1,000,000.00	STATE STREET CORP 4.834 04/24/2030		24,170.00	24,170.00
10/27/2025	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,769.83	1,769.83
10/27/2025	Coupon	3133EPGW9	1,250,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028		24,218.75	24,218.75
10/27/2025	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,147.09	1,147.09
10/27/2025	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	1,166.34		1,166.34
10/27/2025	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
10/27/2025	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
10/27/2025	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/27/2025	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
10/27/2025	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
10/27/2025	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
10/27/2025	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
10/27/2025	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
10/27/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
10/31/2025	Coupon	91282CAT8	1,700,000.00	UNITED STATES TREASURY 0.25 10/31/2025		2,125.00	2,125.00
10/31/2025	Final Maturity	91282CAT8	1,700,000.00	UNITED STATES TREASURY 0.25 10/31/2025	1,700,000.00		1,700,000.00
10/31/2025	Coupon	91282CJF9	600,000.00	UNITED STATES TREASURY 4.875 10/31/2028		14,625.00	14,625.00
10/31/2025	Coupon	91282CKP5	2,150,000.00	UNITED STATES TREASURY 4.625 04/30/2029		49,718.75	49,718.75
October 2025 Total					**1,716,403.26**	**210,202.73**	**1,926,605.99**
NOVEMBER 2025							
11/07/2025	Coupon	3135G06G3	200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		500.00	500.00
11/07/2025	Final Maturity	3135G06G3	200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	200,000.00		200,000.00
11/12/2025	Coupon	023135BX3	1,455,000.00	AMAZON.COM INC 1.0 05/12/2026		7,275.00	7,275.00
11/17/2025	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
11/17/2025	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
11/17/2025	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
11/17/2025	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
11/17/2025	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
11/17/2025	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
11/17/2025	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
11/17/2025	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
11/17/2025	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		667.35	667.35
11/17/2025	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	16,757.87		16,757.87
11/17/2025	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
11/17/2025	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,064.12	1,064.12
11/17/2025	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
11/17/2025	Coupon	89236TMF9	500,000.00	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029		12,625.00	12,625.00
11/17/2025	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	91324PEC2	240,000.00	UNITEDHEALTH GROUP INC 1.15 05/15/2026		1,380.00	1,380.00
11/17/2025	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
11/18/2025	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,361.42	1,361.42
11/20/2025	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,482.25	1,482.25
11/20/2025	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	656.32		656.32
11/20/2025	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
11/21/2025	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
11/25/2025	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,769.83	1,769.83
11/25/2025	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,144.63	1,144.63
11/25/2025	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	23,289.89		23,289.89
11/25/2025	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
11/25/2025	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
11/25/2025	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
11/25/2025	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
11/25/2025	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
11/25/2025	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
11/25/2025	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
11/25/2025	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
11/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
November 2025 Total					**240,704.08**	**89,305.02**	**330,009.10**
DECEMBER 2025							
12/01/2025	Coupon	26442CAS3	850,000.00	DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026		12,537.50	12,537.50
12/01/2025	Coupon	91282CAZ4	1,350,000.00	UNITED STATES TREASURY 0.375 11/30/2025		2,531.25	2,531.25
12/01/2025	Final Maturity	91282CAZ4	1,350,000.00	UNITED STATES TREASURY 0.375 11/30/2025	1,350,000.00		1,350,000.00
12/01/2025	Coupon	91282CHE4	2,425,000.00	UNITED STATES TREASURY 3.625 05/31/2028		43,953.13	43,953.13
12/01/2025	Coupon	91282CJN2	625,000.00	UNITED STATES TREASURY 4.375 11/30/2028		13,671.88	13,671.88
12/01/2025	Coupon	91282CMA6	1,500,000.00	UNITED STATES TREASURY 4.125 11/30/2029		30,937.50	30,937.50
12/08/2025	Coupon	3133EPME2	850,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028		16,468.75	16,468.75
12/11/2025	Coupon	24422EXT1	500,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		12,125.00	12,125.00

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City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
12/15/2025	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
12/15/2025	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
12/15/2025	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
12/15/2025	Coupon	341081GT8	1,000,000.00	FLORIDA POWER & LIGHT CO 5.15 06/15/2029		25,750.00	25,750.00
12/15/2025	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
12/15/2025	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
12/15/2025	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
12/15/2025	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		596.26	596.26
12/15/2025	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	13,559.55		13,559.55
12/15/2025	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
12/15/2025	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,064.12	1,064.12
12/15/2025	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
12/15/2025	Coupon	74340XCG4	575,000.00	PROLOGIS LP 4.875 06/15/2028		14,015.63	14,015.63
12/15/2025	Coupon	756109BS2	1,000,000.00	REALTY INCOME CORP 4.7 12/15/2028		23,500.00	23,500.00
12/15/2025	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
12/15/2025	Coupon	91324PDP4	650,000.00	UNITEDHEALTH GROUP INC 3.875 12/15/2028		12,593.75	12,593.75
12/15/2025	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
12/16/2025	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
12/18/2025	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,361.42	1,361.42
12/18/2025	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	5,049.02		5,049.02
12/18/2025	Coupon	89236TJK2	995,000.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026		5,596.88	5,596.88
12/22/2025	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,479.30	1,479.30
12/22/2025	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	35,547.42		35,547.42
12/22/2025	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
12/22/2025	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
12/25/2025	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,769.83	1,769.83
12/25/2025	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,095.63	1,095.63
12/25/2025	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	27,048.07		27,048.07
12/25/2025	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
12/25/2025	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67

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City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
12/25/2025	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
12/25/2025	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
12/25/2025	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
12/25/2025	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
12/25/2025	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
12/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
12/26/2025	Coupon	437076DC3	950,000.00	HOME DEPOT INC 4.75 06/25/2029		22,562.50	22,562.50
12/31/2025	Coupon	91282CEW7	2,250,000.00	UNITED STATES TREASURY 3.25 06/30/2027		36,562.50	36,562.50
12/31/2025	Coupon	91282CGC9	700,000.00	UNITED STATES TREASURY 3.875 12/31/2027		13,562.50	13,562.50
12/31/2025	Coupon	91282CJR3	2,100,000.00	UNITED STATES TREASURY 3.75 12/31/2028		39,375.00	39,375.00
12/31/2025	Coupon	91282CKX8	1,000,000.00	UNITED STATES TREASURY 4.25 06/30/2029		21,250.00	21,250.00
12/31/2025	Coupon	91282CNK3	1,200,000.00	UNITED STATES TREASURY 3.875 06/30/2030		23,250.00	23,250.00
December 2025 Total					**1,431,204.04**	**437,645.73**	**1,868,849.78**
JANUARY 2026							
01/14/2026	Coupon	24422EXB0	935,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		23,141.25	23,141.25
01/15/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
01/15/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
01/15/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
01/15/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
01/15/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
01/15/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
01/15/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
01/15/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		538.75	538.75
01/15/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	21,924.20		21,924.20
01/15/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
01/15/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,064.12	1,064.12
01/15/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	14,468.02		14,468.02
01/15/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
01/15/2026	Coupon	828807DK0	1,000,000.00	SIMON PROPERTY GROUP LP 2.65 07/15/2030		13,250.00	13,250.00
01/15/2026	Coupon	87612EBM7	535,000.00	TARGET CORP 1.95 01/15/2027		5,216.25	5,216.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
01/15/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
01/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
01/19/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,339.24	1,339.24
01/19/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	17,110.69		17,110.69
01/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,319.63	1,319.63
01/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	50,386.30		50,386.30
01/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
01/20/2026	Coupon	713448FX1	830,000.00	PEPSICO INC 4.5 07/17/2029		18,675.00	18,675.00
01/21/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
01/23/2026	Coupon	46647PAM8	1,000,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		17,545.00	17,545.00
01/26/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,769.83	1,769.83
01/26/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	11,322.45		11,322.45
01/26/2026	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,038.71	1,038.71
01/26/2026	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	995.80		995.80
01/26/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
01/26/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
01/26/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
01/26/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
01/26/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
01/26/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
01/26/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
01/26/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
01/26/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
January 2026 Total					**116,207.46**	**144,933.22**	**261,140.67**
FEBRUARY 2026							
02/02/2026	Coupon	13063EGT7	965,000.00	CALIFORNIA STATE 4.5 08/01/2029		21,712.50	21,712.50
02/02/2026	Coupon	78016HZS2	650,000.00	ROYAL BANK OF CANADA 5.2 08/01/2028		16,900.00	16,900.00
02/02/2026	Coupon	91282CFB2	600,000.00	UNITED STATES TREASURY 2.75 07/31/2027		8,250.00	8,250.00
02/02/2026	Coupon	91282CGH8	2,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		43,750.00	43,750.00
02/02/2026	Coupon	91282CJW2	1,500,000.00	UNITED STATES TREASURY 4.0 01/31/2029		30,000.00	30,000.00
02/02/2026	Coupon	91282CMG3	1,000,000.00	UNITED STATES TREASURY 4.25 01/31/2030		21,250.00	21,250.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/09/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
02/16/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
02/16/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
02/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
02/16/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
02/16/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
02/16/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
02/16/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		445.75	445.75
02/16/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	19,786.84		19,786.84
02/16/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
02/16/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		999.98	999.98
02/16/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	16,454.87		16,454.87
02/16/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
02/16/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
02/17/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
02/17/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
02/17/2026	Coupon	171239AL0	505,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		11,741.25	11,741.25
02/17/2026	Coupon	30303M8S4	532,000.00	META PLATFORMS INC 4.3 08/15/2029		11,438.00	11,438.00
02/17/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
02/18/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,264.10	1,264.10
02/18/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	16,874.33		16,874.33
02/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		1,093.32	1,093.32
02/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	43,712.17		43,712.17
02/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
02/23/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
02/25/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,720.96	1,720.96
02/25/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,224.94		22,224.94
02/25/2026	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,036.62	1,036.62
02/25/2026	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	4,379.45		4,379.45
02/25/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
02/25/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
02/25/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
02/25/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
02/25/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
02/25/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
02/25/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
02/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
02/26/2026	Coupon	17275RBR2	490,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		11,882.50	11,882.50
02/27/2026	Coupon	14913UAJ9	1,000,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		24,250.00	24,250.00
February 2026 Total					**123,432.61**	**292,520.40**	**415,953.01**
MARCH 2026							
03/02/2026	Coupon	74456QBX3	1,200,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		21,900.00	21,900.00
03/02/2026	Coupon	91282CCW9	480,000.00	UNITED STATES TREASURY 0.75 08/31/2026		1,800.00	1,800.00
03/02/2026	Coupon	91282CFH9	1,950,000.00	UNITED STATES TREASURY 3.125 08/31/2027		30,468.75	30,468.75
03/02/2026	Coupon	91282CGP0	2,500,000.00	UNITED STATES TREASURY 4.0 02/29/2028		50,000.00	50,000.00
03/02/2026	Coupon	91282CGQ8	1,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		20,000.00	20,000.00
03/02/2026	Coupon	91282CHX2	400,000.00	UNITED STATES TREASURY 4.375 08/31/2028		8,750.00	8,750.00
03/02/2026	Coupon	91282CLK5	2,000,000.00	UNITED STATES TREASURY 3.625 08/31/2029		36,250.00	36,250.00
03/02/2026	Coupon	91282CNX5	1,500,000.00	UNITED STATES TREASURY 3.625 08/31/2030		27,187.50	27,187.50
03/03/2026	Coupon	808513BY0	750,000.00	CHARLES SCHWAB CORP 2.45 03/03/2027		9,187.50	9,187.50
03/05/2026	Coupon	02665WFY2	795,000.00	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030		19,080.00	19,080.00
03/09/2026	Coupon	3130AWTR1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		43,750.00	43,750.00
03/11/2026	Coupon	037833DN7	450,000.00	APPLE INC 2.05 09/11/2026		4,612.50	4,612.50
03/16/2026	Coupon	00287YDZ9	1,000,000.00	ABBVIE INC 4.875 03/15/2030		24,375.00	24,375.00
03/16/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
03/16/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
03/16/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
03/16/2026	Coupon	06368FAC3	500,000.00	BANK OF MONTREAL 1.25 09/15/2026		3,125.00	3,125.00

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City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	084664CZ2	1,080,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		12,420.00	12,420.00
03/16/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
03/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
03/16/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
03/16/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
03/16/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
03/16/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		361.83	361.83
03/16/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	17,216.53		17,216.53
03/16/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
03/16/2026	Coupon	571748CA8	1,000,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		23,250.00	23,250.00
03/16/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		927.03	927.03
03/16/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	15,498.74		15,498.74
03/16/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
03/16/2026	Coupon	74340XBX8	500,000.00	PROLOGIS LP 4.0 09/15/2028		10,000.00	10,000.00
03/16/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
03/16/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
03/17/2026	Coupon	931142ER0	235,000.00	WALMART INC 1.05 09/17/2026		1,233.75	1,233.75
03/18/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,189.99	1,189.99
03/18/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	16,350.28		16,350.28
03/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		896.98	896.98
03/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	40,436.15		40,436.15
03/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
03/20/2026	Coupon	459058LR2	1,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		20,625.00	20,625.00
03/23/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
03/25/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,625.02	1,625.02
03/25/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,544.16		21,544.16
03/25/2026	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		1,027.40	1,027.40
03/25/2026	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	23,584.00		23,584.00
03/25/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
03/25/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
03/25/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
03/25/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
03/25/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
03/25/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
03/25/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
03/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
03/26/2026	Coupon	69371RT48	1,100,000.00	PACCAR FINANCIAL CORP 4.0 09/26/2029		22,000.00	22,000.00
03/31/2026	Coupon	91282CCZ2	2,820,000.00	UNITED STATES TREASURY 0.875 09/30/2026		12,337.50	12,337.50
03/31/2026	Coupon	91282CGS4	1,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		27,187.50	27,187.50
03/31/2026	Coupon	91282CKG5	2,300,000.00	UNITED STATES TREASURY 4.125 03/31/2029		47,437.50	47,437.50
03/31/2026	Coupon	91282CLN9	1,000,000.00	UNITED STATES TREASURY 3.5 09/30/2029		17,500.00	17,500.00
March 2026 Total					**134,629.86**	**560,541.17**	**695,171.03**
APRIL 2026							
04/15/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
04/15/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
04/15/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
04/15/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
04/15/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
04/15/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
04/15/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,015.00	2,015.00
04/15/2026	Principal Paydown	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029	30,462.78		30,462.78
04/15/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		288.80	288.80
04/15/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	21,569.34		21,569.34
04/15/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
04/15/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		858.32	858.32
04/15/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	17,283.34		17,283.34
04/15/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
04/15/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
04/15/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
04/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2026	Coupon	459058LN1	1,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		19,375.00	19,375.00
04/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		715.35	715.35
04/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	43,980.83		43,980.83
04/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
04/20/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,118.19	1,118.19
04/20/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	16,953.54		16,953.54
04/20/2026	Coupon	4581X0DV7	1,915,000.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026		8,378.13	8,378.13
04/20/2026	Final Maturity	4581X0DV7	1,915,000.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	1,915,000.00		1,915,000.00
04/21/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,189.79	2,189.79
04/21/2026	Principal Paydown	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029	16,690.71		16,690.71
04/24/2026	Coupon	857477DB6	1,000,000.00	STATE STREET CORP 4.834 04/24/2030		24,170.00	24,170.00
04/27/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,532.02	1,532.02
04/27/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	21,662.69		21,662.69
04/27/2026	Coupon	3133EPGW9	1,250,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028		24,218.75	24,218.75
04/27/2026	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		977.78	977.78
04/27/2026	Principal Paydown	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	257,540.52		257,540.52
04/27/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
04/27/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
04/27/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
04/27/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
04/27/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
04/27/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
04/27/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
04/27/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
04/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
04/30/2026	Coupon	91282CJF9	600,000.00	UNITED STATES TREASURY 4.875 10/31/2028		14,625.00	14,625.00
04/30/2026	Coupon	91282CKP5	2,150,000.00	UNITED STATES TREASURY 4.625 04/30/2029		49,718.75	49,718.75
April 2026 Total					**2,341,143.75**	**206,011.50**	**2,547,155.25**

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2026							
05/12/2026	Coupon	023135BX3	1,455,000.00	AMAZON.COM INC 1.0 05/12/2026		7,275.00	7,275.00
05/12/2026	Final Maturity	023135BX3	1,455,000.00	AMAZON.COM INC 1.0 05/12/2026	1,455,000.00		1,455,000.00
05/15/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
05/15/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
05/15/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
05/15/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
05/15/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
05/15/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
05/15/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,882.99	1,882.99
05/15/2026	Principal Paydown	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029	29,545.46		29,545.46
05/15/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		197.31	197.31
05/15/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	18,405.76		18,405.76
05/15/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
05/15/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		781.70	781.70
05/15/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	17,525.48		17,525.48
05/15/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
05/15/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
05/15/2026	Coupon	91324PEC2	240,000.00	UNITEDHEALTH GROUP INC 1.15 05/15/2026		1,380.00	1,380.00
05/15/2026	Final Maturity	91324PEC2	240,000.00	UNITEDHEALTH GROUP INC 1.15 05/15/2026	240,000.00		240,000.00
05/15/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
05/18/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
05/18/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		1,043.73	1,043.73
05/18/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	16,282.48		16,282.48
05/18/2026	Coupon	89236TMF9	500,000.00	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029		12,625.00	12,625.00
05/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		517.80	517.80
05/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	38,081.68		38,081.68
05/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
05/21/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,126.23	2,126.23
05/21/2026	Principal Paydown	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029	34,246.96		34,246.96
05/25/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,438.51	1,438.51
05/25/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	20,792.91		20,792.91

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026		435.87	435.87
05/25/2026	Final Maturity	3137BQYS0	550,345.03	FHMS K-056 A2 2.525 05/25/2026	207,145.96		207,145.96
05/25/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
05/25/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
05/25/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
05/25/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
05/25/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
05/25/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
05/25/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
05/25/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
05/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
May 2026 Total					**2,077,026.68**	**85,534.77**	**2,162,561.45**
JUNE 2026							
06/01/2026	Coupon	26442CAS3	850,000.00	DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026		12,537.50	12,537.50
06/01/2026	Coupon	91282CHE4	2,425,000.00	UNITED STATES TREASURY 3.625 05/31/2028		43,953.13	43,953.13
06/01/2026	Coupon	91282CJN2	625,000.00	UNITED STATES TREASURY 4.375 11/30/2028		13,671.88	13,671.88
06/01/2026	Coupon	91282CMA6	1,500,000.00	UNITED STATES TREASURY 4.125 11/30/2029		30,937.50	30,937.50
06/08/2026	Coupon	3133EPME2	850,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028		16,468.75	16,468.75
06/11/2026	Coupon	24422EXT1	500,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		12,125.00	12,125.00
06/15/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
06/15/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
06/15/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
06/15/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
06/15/2026	Coupon	341081GT8	1,000,000.00	FLORIDA POWER & LIGHT CO 5.15 06/15/2029		25,750.00	25,750.00
06/15/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
06/15/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
06/15/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,754.96	1,754.96
06/15/2026	Principal Paydown	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029	18,837.48		18,837.48
06/15/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		119.24	119.24
06/15/2026	Principal Paydown	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	14,940.87		14,940.87

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
06/15/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		704.00	704.00
06/15/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	21,582.80		21,582.80
06/15/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
06/15/2026	Coupon	74340XCG4	575,000.00	PROLOGIS LP 4.875 06/15/2028		14,015.63	14,015.63
06/15/2026	Coupon	756109BS2	1,000,000.00	REALTY INCOME CORP 4.7 12/15/2028		23,500.00	23,500.00
06/15/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
06/15/2026	Coupon	91324PDP4	650,000.00	UNITEDHEALTH GROUP INC 3.875 12/15/2028		12,593.75	12,593.75
06/15/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
06/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
06/18/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		972.23	972.23
06/18/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	15,982.46		15,982.46
06/18/2026	Coupon	89236TJK2	995,000.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026		5,596.88	5,596.88
06/18/2026	Final Maturity	89236TJK2	995,000.00	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	995,000.00		995,000.00
06/22/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		346.75	346.75
06/22/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	37,509.84		37,509.84
06/22/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33
06/22/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		1,995.80	1,995.80
06/22/2026	Principal Paydown	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029	33,618.12		33,618.12
06/25/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,348.75	1,348.75
06/25/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	20,460.80		20,460.80
06/25/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
06/25/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
06/25/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
06/25/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
06/25/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
06/25/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
06/25/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
06/25/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
06/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	437076DC3	950,000.00	HOME DEPOT INC 4.75 06/25/2029		22,562.50	22,562.50
06/30/2026	Coupon	91282CEW7	2,250,000.00	UNITED STATES TREASURY 3.25 06/30/2027		36,562.50	36,562.50
06/30/2026	Coupon	91282CGC9	700,000.00	UNITED STATES TREASURY 3.875 12/31/2027		13,562.50	13,562.50
06/30/2026	Coupon	91282CJR3	2,100,000.00	UNITED STATES TREASURY 3.75 12/31/2028		39,375.00	39,375.00
06/30/2026	Coupon	91282CKX8	1,000,000.00	UNITED STATES TREASURY 4.25 06/30/2029		21,250.00	21,250.00
06/30/2026	Coupon	91282CNK3	1,200,000.00	UNITED STATES TREASURY 3.875 06/30/2030		23,250.00	23,250.00
June 2026 Total					**1,157,932.36**	**430,784.87**	**1,588,717.22**
JULY 2026							
07/14/2026	Coupon	24422EXB0	935,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		23,141.25	23,141.25
07/15/2026	Coupon	02582JKH2	720,000.00	AMXCA 2024-1 A 5.23 04/16/2029		3,138.00	3,138.00
07/15/2026	Coupon	02582JKP4	790,000.00	AMXCA 2025-2 A 4.28 04/15/2030		2,817.67	2,817.67
07/15/2026	Coupon	05522RDJ4	460,000.00	BACCT 2024-1 A 4.93 05/15/2029		1,889.83	1,889.83
07/15/2026	Coupon	161571HT4	965,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,149.50	4,149.50
07/15/2026	Coupon	437921AD1	300,000.00	HAROT 252 A3 4.15 10/15/2029		1,037.50	1,037.50
07/15/2026	Coupon	44935CAD3	575,000.00	HART 2025-A A3 4.32 10/15/2029		2,070.00	2,070.00
07/15/2026	Coupon	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029		1,673.34	1,673.34
07/15/2026	Principal Paydown	47786WAD2	465,000.00	JDOT 2024-B A3 5.2 03/15/2029	20,922.71		20,922.71
07/15/2026	Coupon	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027		55.86	55.86
07/15/2026	Effective Maturity	47800BAC2	192,491.81	JDOT 2022-C A3 5.09 06/15/2027	13,170.15		13,170.15
07/15/2026	Coupon	47800DAD6	460,000.00	JDOT 2025 A3 4.23 09/17/2029		1,621.50	1,621.50
07/15/2026	Coupon	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028		608.32	608.32
07/15/2026	Principal Paydown	58770JAD6	240,000.00	MBALT 2024-A A3 5.32 01/18/2028	20,123.19		20,123.19
07/15/2026	Coupon	58773DAD6	545,000.00	MBART 2025-1 A3 4.78 12/17/2029		2,170.92	2,170.92
07/15/2026	Coupon	828807DK0	1,000,000.00	SIMON PROPERTY GROUP LP 2.65 07/15/2030		13,250.00	13,250.00
07/15/2026	Coupon	87612EBM7	535,000.00	TARGET CORP 1.95 01/15/2027		5,216.25	5,216.25
07/15/2026	Coupon	89240JAD3	565,000.00	TAOT 2025-A A3 4.64 08/15/2029		2,184.67	2,184.67
07/15/2026	Coupon	92970QAE5	515,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,841.13	1,841.13
07/16/2026	Coupon	362955AD8	375,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		1,443.75	1,443.75
07/17/2026	Coupon	713448FX1	830,000.00	PEPSICO INC 4.5 07/17/2029		18,675.00	18,675.00
07/20/2026	Coupon	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027		178.27	178.27
07/20/2026	Principal Paydown	36269WAD1	330,000.00	GMALT 2024-2 A3 5.39 07/20/2027	35,698.21		35,698.21
07/20/2026	Coupon	362962AD4	440,000.00	GMALT 2025-2 A3 4.58 05/22/2028		1,679.33	1,679.33

CASH FLOW REPORT

City of Brea | Account #120 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/20/2026	Coupon	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028		902.04	902.04
07/20/2026	Principal Paydown	437930AC4	310,000.00	HAROT 2024-2 A3 5.27 11/20/2028	15,647.27		15,647.27
07/21/2026	Coupon	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029		1,867.78	1,867.78
07/21/2026	Principal Paydown	43813YAC6	575,000.00	HAROT 2024-3 A3 4.57 03/21/2029	32,911.52		32,911.52
07/23/2026	Coupon	46647PAM8	1,000,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		17,545.00	17,545.00
07/27/2026	Coupon	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,260.43	1,260.43
07/27/2026	Principal Paydown	096919AD7	410,000.00	BMWOT 2024-A A3 5.18 02/26/2029	20,076.87		20,076.87
07/27/2026	Coupon	3137BXQY1	1,000,000.00	FHMS K-064 A2 3.224 03/25/2027		2,686.67	2,686.67
07/27/2026	Coupon	3137FCLD4	2,000,000.00	FHMS K-071 A2 3.286 11/25/2027		5,476.67	5,476.67
07/27/2026	Coupon	3137FETN0	1,500,000.00	FHMS K-073 A2 3.35 01/25/2028		4,187.50	4,187.50
07/27/2026	Coupon	3137FEZU7	1,200,000.00	FHMS K-076 A2 3.9 04/25/2028		3,900.00	3,900.00
07/27/2026	Coupon	3137FGR31	1,300,000.00	FHMS K-078 A2 3.854 06/25/2028		4,175.17	4,175.17
07/27/2026	Coupon	3137FJKE8	600,000.00	FHMS K-082 A2 3.92 09/25/2028		1,960.00	1,960.00
07/27/2026	Coupon	3137FLMV3	1,000,000.00	FHMS K-090 A2 3.422 02/25/2029		2,851.67	2,851.67
07/27/2026	Coupon	3137FRUT6	1,000,000.00	FHMS K-106 A2 2.069 01/25/2030		1,724.17	1,724.17
07/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
07/31/2026	Coupon	91282CFB2	600,000.00	UNITED STATES TREASURY 2.75 07/31/2027		8,250.00	8,250.00
07/31/2026	Coupon	91282CGH8	2,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		43,750.00	43,750.00
07/31/2026	Coupon	91282CJW2	1,500,000.00	UNITED STATES TREASURY 4.0 01/31/2029		30,000.00	30,000.00
07/31/2026	Coupon	91282CMG3	1,000,000.00	UNITED STATES TREASURY 4.25 01/31/2030		21,250.00	21,250.00
July 2026 Total					**158,549.91**	**243,454.16**	**402,004.07**
Grand Total			**390,988,030.29**		**10,815,952.19**	**3,229,296.52**	**14,045,248.71**

IMPORTANT DISCLOSURES

City of Brea | Account #120 | As of August 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK INDEX & DISCLOSURES

City of Brea | Account #120 | As of August 31, 2025

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.
ICE BofA 1-5 Year AAA-A US Corp & Govt Index	The ICE BofA US Issuers 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for US Treasuries and $250 million for all other securities.

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30- -01-B -62C-248-01
0102 -11-02877-01

Account Number: 6746050899
PARS/CITY OF BREA 115P-PENSION
CONSOLIDATED

This statement is for the period from August 1, 2025 to August 31, 2025

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
RODION BUTYRSKI
18300 VON KARMAN
SUITE 500
IRVINE CA 92612
Phone: 949-224-7211
E-mail: rodion.butyrski@usbank.com

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CITY OF BREA
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BREA, CA 92821-5792

00190701
30- -01-B -62C-248-01
0102 -11-02877-01



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30- -01-B -62C-248-01
0102 -11-02877-01

CONSOLIDATED ACCOUNT LISTING

ACCOUNT	ACCOUNT NAME	08/31/2025 MARKET	08/31/2025 BOOK VALUE	% OF MARKET
6746050800	PARS/CITY OF BREA 115P PEN	8,601,755.72	7,596,657.41	64.48
6746050802	PARS/CITY OF BREA 115P PEN FI	4,738,441.11	4,642,886.48	35.52
Total		**13,340,196.83**	**12,239,543.89**	**100.00**

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30- -01-B -62C-248-01
0102 -11-02877-01

PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

MARKET AND COST RECONCILIATION

		08/31/2025 MARKET	08/31/2025 BOOK VALUE
Beginning Market And Cost			
6746050800	Pars/City Of Brea 115P PEN	**8,426,270.81**	**7,586,363.82**
6746050802	Pars/City Of Brea 115P PEN Fi	**4,679,237.38**	**4,610,108.53**
Total Beginning Market And Cost		**13,105,508.19**	**12,196,472.35**
Investment Activity			
Interest			
6746050800	Pars/City Of Brea 115P PEN	1,089.83	1,089.83
6746050802	Pars/City Of Brea 115P PEN Fi	21,039.08	21,039.08
	Total Interest	22,128.91	22,128.91
Dividends			
6746050800	Pars/City Of Brea 115P PEN	797.45	797.45
Realized Gain/Loss			
6746050800	Pars/City Of Brea 115P PEN	12,320.09	12,320.09
6746050802	Pars/City Of Brea 115P PEN Fi	15,274.58	15,274.58
	Total Realized Gain/Loss	27,594.67	27,594.67
Change In Unrealized Gain/Loss			
6746050800	Pars/City Of Brea 115P PEN	165,191.32	.00
6746050802	Pars/City Of Brea 115P PEN Fi	26,425.78	.00
	Total Change In Unrealized Gain/Loss	191,617.10	.00
Net Accrued Income (Current-Prior)			
6746050800	Pars/City Of Brea 115P PEN	- 27.13	- 27.13
6746050802	Pars/City Of Brea 115P PEN Fi	- 3,535.71	- 3,535.71
	Total Net Accrued Income (Current-Prior)	- 3,562.84	- 3,562.84
Other Earnings			
6746050800	Pars/City Of Brea 115P PEN	.66	.66
Total Investment Activity		**238,575.95**	**46,958.85**

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MARKET AND COST RECONCILIATION (continued)

		08/31/2025 MARKET	08/31/2025 BOOK VALUE
Plan Expenses			
Administrative Expenses*			
6746050800	Pars/City Of Brea 115P PEN	- 1,839.29	- 1,839.29
Trust Fees			
6746050800	Pars/City Of Brea 115P PEN	- 2,048.02	- 2,048.02
Total Plan Expenses		**- 3,887.31**	**- 3,887.31**
Net Change In Market And Cost		**234,688.64**	**43,071.54**
Ending Market And Cost			
6746050800	Pars/City Of Brea 115P PEN	**8,601,755.72**	**7,596,657.41**
6746050802	Pars/City Of Brea 115P PEN Fi	**4,738,441.11**	**4,642,886.48**
Total Ending Market And Cost		**13,340,196.83**	**12,239,543.89**

MARKET AND COST RECONCILIATION MESSAGES

SUB-ACCOUNT 6746050899 : No activity qualifies for this statement period.

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

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CASH RECONCILIATION

Beginning Cash

6746050800	Pars/City Of Brea 115P PEN	**.00**
6746050802	Pars/City Of Brea 115P PEN Fi	**15,008.81**
Total Beginning Cash		**15,008.81**

Investment Activity

Interest		
6746050800	Pars/City Of Brea 115P PEN	1,089.83
6746050802	Pars/City Of Brea 115P PEN Fi	21,039.08
	Total Interest	22,128.91
Dividends		
6746050800	Pars/City Of Brea 115P PEN	797.45
Cash Equivalent Purchases		
6746050800	Pars/City Of Brea 115P PEN	- 7,419.14
6746050802	Pars/City Of Brea 115P PEN Fi	- 228,117.29
	Total Cash Equivalent Purchases	- 235,536.43
U S Government Issues Purchases		
6746050802	Pars/City Of Brea 115P PEN Fi	- 859,826.38
Corporate Issues Purchases		
6746050802	Pars/City Of Brea 115P PEN Fi	- 86,226.90
Foreign Issues Purchases		
6746050802	Pars/City Of Brea 115P PEN Fi	- 10,781.40
Mutual Fund Purchases		
6746050800	Pars/City Of Brea 115P PEN	- 6,788.89
Cash Equivalent Sales		
6746050800	Pars/City Of Brea 115P PEN	3,887.31
6746050802	Pars/City Of Brea 115P PEN Fi	193,604.26
	Total Cash Equivalent Sales	197,491.57
U S Government Issues Sales		
6746050802	Pars/City Of Brea 115P PEN Fi	703,301.87

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

CASH RECONCILIATION (continued)

Corporate Issues Sales		
6746050802	Pars/City Of Brea 115P PEN Fi	170,819.17
Foreign Issues Sales		
6746050802	Pars/City Of Brea 115P PEN Fi	20,561.40
Mutual Fund Sales		
6746050800	Pars/City Of Brea 115P PEN	12,320.09
Other Earnings		
6746050800	Pars/City Of Brea 115P PEN	.66
Total Investment Activity		**- 71,738.88**

Plan Expenses

Administrative Expenses*		
6746050800	Pars/City Of Brea 115P PEN	- 1,839.29
Trust Fees		
6746050800	Pars/City Of Brea 115P PEN	- 2,048.02
Total Plan Expenses		**- 3,887.31**
Net Change In Cash		**- 75,626.19**

Ending Cash

6746050800	Pars/City Of Brea 115P PEN	**.00**
6746050802	Pars/City Of Brea 115P PEN Fi	**- 60,617.38**
Total Ending Cash		**- 60,617.38**

CASH RECONCILIATION MESSAGES

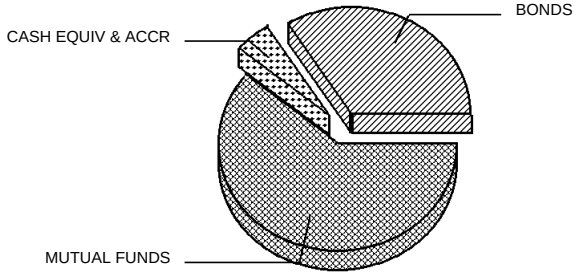
* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET SUMMARY

ASSETS	08/31/2025 MARKET	08/31/2025 BOOK VALUE	% OF MARKET
Cash And Equivalents	317,615.30	317,615.30	2.37
U.S. Government Issues	2,930,399.76	2,878,330.68	21.97
Corporate Issues	1,636,465.89	1,596,513.34	12.27
Foreign Issues	116,972.50	113,439.50	0.88
Mutual Funds-Equity	8,078,567.67	7,076,707.99	60.56
Mutual Funds-Fixed Income	226,723.05	223,484.42	1.70
Total Assets	**13,306,744.17**	**12,206,091.23**	**99.75**
Accrued Income	33,452.66	33,452.66	0.25
Grand Total	**13,340,196.83**	**12,239,543.89**	**100.00**



Estimated Annual Income **350,381.74**

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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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1 *ACCOUNT 6746050800*	295,402.300	295,402.30 1.0000	295,402.30	.00 .00	1,062.70	4.22
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1 *ACCOUNT 6746050802*	82,830.380	82,830.38 1.0000	82,830.38	.00 .00	199.43	4.22
Total First Am Govt Ob Fd Cl X	**378,232.680**	**378,232.68**	**378,232.68**	**.00** **.00**	**1,262.13**	**4.21**
Total Money Markets	**378,232.680**	**378,232.68**	**378,232.68**	**.00** **.00**	**1,262.13**	**4.21**
Cash						
Cash		- 481.44	- 481.44			
Pending Cash		- 60,135.94	- 60,135.94			
Total Cash	**.000**	**- 60,617.38**	**- 60,617.38**	**.00** **.00**	**.00**	**0.00**
Total Cash And Equivalents	**378,232.680**	**317,615.30**	**317,615.30**	**.00** **.00**	**1,262.13**	**5.02**
US Government Issues						

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F H L M C #Sd8237 4.000% 7/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWEJ8 Asset Minor Code 24 *ACCOUNT 6746050802*	373,309.540	349,033.22 93.4970	331,837.16	17,196.06 3,889.35	1,659.15	4.28
F H L M C #Sd8244 4.000% 9/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWER0 Asset Minor Code 24 *ACCOUNT 6746050802*	66,909.080	62,554.64 93.4920	62,758.62	- 203.98 724.22	223.03	4.28
F H L M C #Sd8288 5.000% 12/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWF57 Asset Minor Code 24 *ACCOUNT 6746050802*	329,811.740	326,800.56 99.0870	311,775.18	15,025.38 4,156.35	1,832.29	5.05
F H L M C #Sd8494 5.500% 1/01/55 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWNK5 Asset Minor Code 24 *ACCOUNT 6746050802*	65,698.000	66,093.50 100.6020	64,663.77	1,429.73 718.95	301.12	5.47
F H L M C Mltcl Mtg 5.180% 3/25/29 Standard & Poors Rating: N/A Moodys Rating: N/A 3137HCKV3 Asset Minor Code 30 *ACCOUNT 6746050802*	60,000.000	62,194.80 103.6580	61,257.42	937.38 577.20	259.00	5.00
F N M A #Cb8133 5.000% 3/01/54 Standard & Poors Rating: N/A Moodys Rating: N/A 3140QUBB1 Asset Minor Code 24 *ACCOUNT 6746050802*	73,620.020	72,765.29 98.8390	71,227.38	1,537.91 943.44	.00	5.06

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F N M A #Ma4838 3.500% 11/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 31418ELU2 Asset Minor Code 24 *ACCOUNT 6746050802*	172,795.260	156,187.91 90.3890	148,063.96	8,123.95 1,534.25	503.99	3.87
F N M A #Ma4867 4.500% 12/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 31418EMR8 Asset Minor Code 24 *ACCOUNT 6746050802*	257,466.940	248,393.81 96.4760	236,346.61	12,047.20 3,613.40	965.50	4.66
F N M A #Ma5759 5.000% 7/01/55 Standard & Poors Rating: N/A Moodys Rating: N/A 31418FMH7 Asset Minor Code 24 *ACCOUNT 6746050802*	49,584.930	48,914.54 98.6480	48,231.03	683.51 638.87	206.60	5.07
U S Treas Bd Strip 5/15/54 912803HB2 Asset Minor Code 23 *ACCOUNT 6746050802*	105,000.000	25,034.10 .2384	32,817.75	- 7,783.65 - 632.10	.00	0.00
U S Treasury Bd 3.875% 5/15/43 Standard & Poors Rating: N/A Moodys Rating: Aa1 912810TS7 Asset Minor Code 21 *ACCOUNT 6746050802*	15,000.000	13,297.20 88.6480	13,760.74	- 463.54 49.80	172.16	4.37
U S Treasury Bd 4.125% 8/15/44 Standard & Poors Rating: N/A Moodys Rating: Aa1 912810UD8 Asset Minor Code 21 *ACCOUNT 6746050802*	92,000.000	83,572.80 90.8400	87,563.43	- 3,990.63 269.56	175.31	4.54

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.500% 11/15/54 Standard & Poors Rating: N/A Moodys Rating: Aa1 912810UE6 Asset Minor Code 21 *ACCOUNT 6746050802*	.000	.00 93.3480	.00	.00 574.47	.00	0.00
U S Treasury Bd 4.625% 2/15/55 Standard & Poors Rating: N/A Moodys Rating: Aa1 912810UG1 Asset Minor Code 21 *ACCOUNT 6746050802*	.000	.00 95.3130	.00	.00 24.87	.00	0.00
U S Treasury Bd 4.625% 5/15/55 Standard & Poors Rating: N/A Moodys Rating: Aa1 912810UK2 Asset Minor Code 21 *ACCOUNT 6746050802*	55,000.000	53,504.55 97.2810	53,607.81	- 103.26 - 103.26	753.45	4.75
U S Treasury Nt 4.375% 1/31/32 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CMK4 Asset Minor Code 21 *ACCOUNT 6746050802*	258,000.000	265,216.26 102.7970	257,496.09	7,720.17 3,325.62	981.52	4.26
U S Treasury Nt 4.000% 4/30/32 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CNA5 Asset Minor Code 21 *ACCOUNT 6746050802*	250,000.000	251,445.00 100.5780	247,822.27	3,622.73 3,270.00	3,369.57	3.98
U S Treasury Nt 4.250% 5/15/35 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CNC1 Asset Minor Code 21 *ACCOUNT 6746050802*	.000	.00 100.3130	.00	.00 - 4,468.91	.00	0.00

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 3.875% 6/30/30 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CNK3 Asset Minor Code 21 *ACCOUNT 6746050802*	30,000.000	30,246.00 100.8200	29,917.97	328.03 353.70	199.01	3.84
U S Treasury Nt 3.875% 7/31/30 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CNN7 Asset Minor Code 21 *ACCOUNT 6746050802*	25,000.000	25,201.25 100.8050	25,058.60	142.65 142.65	84.24	3.84
U S Treasury Nt 3.875% 7/31/27 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CNP2 Asset Minor Code 21 *ACCOUNT 6746050802*	35,000.000	35,144.90 100.4140	35,133.01	11.89 11.89	117.93	3.86
U S Treasury Nt 4.125% 7/31/32 Standard & Poors Rating: N/A Moodys Rating: Aa1 91282CNR8 Asset Minor Code 21 *ACCOUNT 6746050802*	46,000.000	46,208.38 100.4530	45,960.94	247.44 247.44	165.00	4.11
U S Treasury Nt 4.250% 8/15/35 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CNT4 Asset Minor Code 21 *ACCOUNT 6746050802*	660,000.000	661,339.80 100.2030	660,135.94	1,203.86 1,203.86	1,177.99	4.24
U S Treas Bd Strip 8/15/44 Standard & Poors Rating: N/A Moodys Rating: N/A 912834NV6 Asset Minor Code 23 *ACCOUNT 6746050802*	125,000.000	47,251.25 .3780	52,895.00	- 5,643.75 - 6.25	.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
Total US Government Issues	**3,145,195.510**	**2,930,399.76**	**2,878,330.68**	**52,069.08** **21,059.37**	**13,146.86**	**4.30**
Corporate Issues						
At T Inc 2.550% 12/01/33 Standard & Poors Rating: BBB Moodys Rating: Baa2 00206RMM1 Asset Minor Code 28 *ACCOUNT 6746050802*	30,000.000	25,251.00 84.1700	24,046.20	1,204.80 237.60	191.25	3.03
Advocate Health 3.829% 8/15/28 Standard & Poors Rating: AA Moodys Rating: Aa3 007589AA2 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	24,865.25 99.4610	24,687.75	177.50 225.75	42.54	3.85
Altria Group Inc 4.500% 8/06/30 Standard & Poors Rating: BBB+ Moodys Rating: A3 02209SBU6 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,003.75 100.0250	14,933.70	70.05 70.05	46.88	4.50
American Express Co 4.918% 7/20/33 Standard & Poors Rating: A- Moodys Rating: A2 025816EK1 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	25,319.75 101.2790	25,000.00	319.75 239.25	122.95	4.86
American Honda Mtn 4.850% 10/23/31 Standard & Poors Rating: A- Moodys Rating: A3 02665WFU0 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	25,334.25 101.3370	24,665.25	669.00 293.75	1,037.36	4.79

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
American Homes L P 4.950% 6/15/30 Standard & Poors Rating: BBB Moodys Rating: Baa2 02666TAK3 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,394.20 101.9710	19,888.80	505.40 263.80	297.00	4.85
American Wtr Cap 5.250% 3/01/35 Standard & Poors Rating: A Moodys Rating: Baa1 03040WBF1 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,347.40 101.7370	19,923.00	424.40 138.40	536.67	5.16
Americold Rlty Oper 5.600% 5/15/32 Standard & Poors Rating: N/A Moodys Rating: Baa3 03063UAB7 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,277.60 101.3880	20,077.80	199.80 260.00	460.44	5.52
Applovin Corp Sr 5.125% 12/01/29 Standard & Poors Rating: BBB- Moodys Rating: Ba1 03831WAB4 Asset Minor Code 28 *ACCOUNT 6746050802*	.000	.00 102.2720	.00	.00 - 137.17	.00	0.00
Arizona Pub 5.700% 8/15/34 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 040555DH4 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	10,360.30 103.6030	9,972.60	387.70 34.50	25.33	5.50
Associated Banc Corp 6.455% 8/29/30 Standard & Poors Rating: BBB- Moodys Rating: Baa3 045487AD7 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,596.55 103.9770	15,098.16	498.39 155.25	247.44	6.21

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Assurant Inc 2.650% 1/15/32 Standard & Poors Rating: BBB Moodys Rating: Baa2 04621XAN8 Asset Minor Code 28 *ACCOUNT 6746050802*	30,000.000	26,154.90 87.1830	26,147.70	7.20 7.20	101.58	3.04
Bat Capital Corp 5.350% 8/15/32 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 05526DCB9 Asset Minor Code 28 *ACCOUNT 6746050802*	13,000.000	13,381.03 102.9310	12,989.60	391.43 113.49	30.91	5.20
Bmw Veh Owner Tr 3.440% 12/26/28 Standard & Poors Rating: AAA Moodys Rating: Aaa 05602RAE1 Asset Minor Code 31 *ACCOUNT 6746050802*	100,000.000	99,701.00 99.7010	95,808.59	3,892.41 174.00	57.33	3.45
Bank Of America Mtn 3.194% 7/23/30 Standard & Poors Rating: A- Moodys Rating: A1 06051GHV4 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	19,208.20 96.0410	22,159.40	- 2,951.20 180.80	67.43	3.33
Black Hills Corp 6.000% 1/15/35 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 092113AX7 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,777.15 105.1810	14,968.05	809.10 182.85	90.00	5.70
Broadcom Inc 4.600% 7/15/30 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 11135FCK5 Asset Minor Code 28 *ACCOUNT 6746050802*	.000	.00 100.9620	.00	.00 - 35.50	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Brown Brown Inc 6.250% 6/23/55 Standard & Poors Rating: BBB- Moodys Rating: Baa3 115236AN1 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	10,223.80 102.2380	9,975.80	248.00 - 22.40	118.06	6.11
Carmax Auto Owner 4.800% 3/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 14320AAD3 Asset Minor Code 31 *ACCOUNT 6746050802*	10,000.000	10,099.20 100.9920	9,998.53	100.67 69.00	21.33	4.75
Citigroup Inc Sub 6.174% 5/25/34 Standard & Poors Rating: BBB Moodys Rating: Baa2 17327CAR4 Asset Minor Code 28 *ACCOUNT 6746050802*	30,000.000	31,605.60 105.3520	29,244.30	2,361.30 232.80	493.92	5.86
Citizens Financial 6.645% 4/25/35 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 174610BG9 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	10,875.80 108.7580	10,008.87	866.93 53.60	232.58	6.11
Commonwealth Edison 5.875% 2/01/33 Standard & Poors Rating: A Moodys Rating: A1 202795HG8 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	21,269.80 106.3490	20,078.40	1,191.40 290.60	97.92	5.52
Constellation Brands 4.800% 5/01/30 Standard & Poors Rating: BBB Moodys Rating: Baa2 21036PBS6 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,306.20 101.5310	19,974.70	331.50 199.40	320.00	4.73

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Dte Elec Co 5.250% 5/15/35 Standard & Poors Rating: A Moodys Rating: Aa3 23338VAY2 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,310.65 102.0710	14,975.70	334.95 77.70	234.06	5.14
Daimler Trucks 5.770% 12/15/27 Standard & Poors Rating: N/A Moodys Rating: Aaa 233874AC0 Asset Minor Code 31 *ACCOUNT 6746050802*	10,000.000	10,086.40 100.8640	9,999.11	87.29 10.40	25.64	5.72
Delta Air Lines 5.000% 12/10/29 Standard & Poors Rating: A- Moodys Rating: A1 247361ZW1 Asset Minor Code 31 *ACCOUNT 6746050802*	25,765.670	24,463.99 94.9480	22,287.30	2,176.69 216.95	289.86	5.27
Duke Energy 5.550% 3/15/54 Standard & Poors Rating: A Moodys Rating: A2 26442EAL4 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	24,273.25 97.0930	24,829.15	- 555.90 - 21.00	639.79	5.72
Eog Res Inc 5.000% 7/15/32 Standard & Poors Rating: A- Moodys Rating: A3 26875PAY7 Asset Minor Code 28 *ACCOUNT 6746050802*	.000	.00 101.8220	.00	.00 - 288.00	.00	0.00
Ecolab Inc 4.300% 6/15/28 Standard & Poors Rating: A- Moodys Rating: A3 278865BQ2 Asset Minor Code 28 *ACCOUNT 6746050802*	12,000.000	12,103.92 100.8660	11,988.90	115.02 79.68	123.27	4.26

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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
Energy Transfer 8.250% 11/15/29 Standard & Poors Rating: BBB Moodys Rating: Baa2 29273RBC2 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	28,496.25 113.9850	27,795.00	701.25 160.00	607.29	7.24
Essential Utils Inc 3.351% 4/15/50 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 29670GAE2 Asset Minor Code 28 *ACCOUNT 6746050802*	14,000.000	9,222.92 65.8780	8,620.08	602.84 109.62	177.23	5.09
F G Annuities Life 6.500% 6/04/29 Standard & Poors Rating: BBB- Moodys Rating: N/A 30190AAF1 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	26,054.00 104.2160	25,012.10	1,041.90 299.25	392.70	6.24
Extra Space Storage 5.700% 4/01/28 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 30225VAJ6 Asset Minor Code 28 *ACCOUNT 6746050802*	5,000.000	5,165.70 103.3140	5,142.85	22.85 26.70	118.75	5.52
Meta Platforms Inc 5.400% 8/15/54 Standard & Poors Rating: AA- Moodys Rating: Aa3 30303M8V7 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	14,389.20 95.9280	14,940.15	- 550.95 - 105.60	36.00	5.63
First Natl Mstr 8.24026% 4/16/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 32113CBV1 Asset Minor Code 31 *ACCOUNT 6746050802*	40,000.000	40,216.00 100.5400	39,920.31	295.69 48.80	146.49	8.20

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
First Natl Master 4.850% 2/15/30 Standard & Poors Rating: N/A Moodys Rating: Aaa 32113CCE8 Asset Minor Code 31 *ACCOUNT 6746050802*	30,000.000	30,602.70 102.0090	29,995.75	606.95 224.10	65.07	4.75
Flowers Foods Inc 6.200% 3/15/55 Standard & Poors Rating: BBB Moodys Rating: Baa3 343498AE1 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	19,338.20 96.6910	19,866.00	- 527.80 - 214.40	678.56	6.41
Ford Credit At 4.940% 6/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 345282AD9 Asset Minor Code 31 *ACCOUNT 6746050802*	40,000.000	40,371.20 100.9280	40,146.88	224.32 182.00	87.82	4.89
Ford Cr Auto Owner 5.980% 6/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 345295AF6 Asset Minor Code 31 *ACCOUNT 6746050802*	45,000.000	45,744.75 101.6550	45,149.41	595.34 127.80	119.60	5.88
Gatx Corp 5.500% 6/15/35 Standard & Poors Rating: BBB Moodys Rating: Baa2 361448BS1 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,271.50 101.8100	14,943.75	327.75 77.85	174.17	5.40
General Mtn 5.875% 1/14/38 Standard & Poors Rating: A- Moodys Rating: A3 36962G3P7 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	21,449.60 107.2480	21,043.91	405.69 139.40	153.40	5.48

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
General Mtrs Finl Co 5.050% 4/04/28 Standard & Poors Rating: BBB Moodys Rating: Baa2 37045XFE1 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	10,165.30 101.6530	9,998.00	167.30 66.70	454.50	4.97
Goldman Sachs 1.948% 10/21/27 Standard & Poors Rating: BBB+ Moodys Rating: A2 38141GYM0 Asset Minor Code 28 *ACCOUNT 6746050802*	27,000.000	26,290.17 97.3710	24,612.39	1,677.78 143.64	189.93	2.00
Hubbell Inc 3.350% 3/01/26 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 443510AG7 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	9,941.00 99.4100	9,819.60	121.40 19.10	167.50	3.37
Huntington 5.272% 1/15/31 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 446150BE3 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,619.00 103.0950	20,000.00	619.00 202.00	398.33	5.11
Jpmorgan Chase Co 5.766% 4/22/35 Standard & Poors Rating: A Moodys Rating: A1 46647PEH5 Asset Minor Code 28 *ACCOUNT 6746050802*	30,000.000	31,679.70 105.5990	31,778.40	- 98.70 216.30	619.85	5.46
Kinder Morgan Inc 5.150% 6/01/30 Standard & Poors Rating: BBB Moodys Rating: Baa2 49456BBB6 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	25,708.50 102.8340	25,029.90	678.60 198.25	429.17	5.01

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mplx LP 5.950% 4/01/55 Standard & Poors Rating: BBB Moodys Rating: Baa2 55336VBZ2 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	14,147.40 94.3160	14,464.35	- 316.95 - 61.65	423.94	6.31
Mattel Inc 5.450% 11/01/41 Standard & Poors Rating: BBB Moodys Rating: Baa3 577081AW2 Asset Minor Code 28 *ACCOUNT 6746050802*	16,000.000	14,384.64 89.9040	12,916.16	1,468.48 - 69.76	290.67	6.06
Mercedes-Benz At 4.610% 4/16/29 Standard & Poors Rating: AAA Moodys Rating: N/A 58768YAD7 Asset Minor Code 31 *ACCOUNT 6746050802*	10,000.000	10,136.10 101.3610	9,998.78	137.32 70.30	19.21	4.55
Morgan Stanley 6.407% 11/01/29 Standard & Poors Rating: A- Moodys Rating: A1 61747YFH3 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,944.70 106.2980	15,506.40	438.30 113.40	80.09	6.03
Motorola Solutions 5.550% 8/15/35 Standard & Poors Rating: BBB Moodys Rating: Baa2 620076CC1 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,625.40 103.1270	19,972.20	653.20 225.00	231.25	5.38
Nissan Auto Rec Own 4.490% 12/17/29 Standard & Poors Rating: N/A Moodys Rating: Aaa 65481GAD7 Asset Minor Code 31 *ACCOUNT 6746050802*	.000	.00 101.0950	.00	.00 - 88.68	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Occidental 6.200% 3/15/40 Standard & Poors Rating: Bb+ Moodys Rating: Baa3 674599DJ1 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	19,753.00 98.7650	20,474.20	- 721.20 170.20	571.78	6.28
Ovintiv Inc 6.250% 7/15/33 Standard & Poors Rating: BBB- Moodys Rating: Baa3 69047QAC6 Asset Minor Code 28 *ACCOUNT 6746050802*	23,000.000	23,932.65 104.0550	22,674.67	1,257.98 148.35	183.68	6.01
Pnc Finl Svcs Group 3.400% 12/15/69 Standard & Poors Rating: BBB- Moodys Rating: Baa2 693475BC8 Asset Minor Code 28 *ACCOUNT 6746050802*	10,000.000	9,671.20 96.7120	8,893.20	778.00 35.50	71.78	3.52
Plains All Amer Pipe 4.300% 1/31/43 Standard & Poors Rating: BBB Moodys Rating: Baa2 72650RBC5 Asset Minor Code 28 *ACCOUNT 6746050802*	28,000.000	22,077.16 78.8470	19,544.00	2,533.16 - 96.60	103.68	5.45
Regeneron 2.800% 9/15/50 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 75886FAF4 Asset Minor Code 28 *ACCOUNT 6746050802*	35,000.000	20,774.95 59.3570	20,255.65	519.30 - 131.25	451.89	4.72
Regions Financial 5.722% 6/06/30 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 7591EPAU4 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	20,818.00 104.0900	20,000.00	818.00 148.60	270.21	5.50

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Reinsurance Group 5.750% 9/15/34 Standard & Poors Rating: A Moodys Rating: Baa1 759351AS8 Asset Minor Code 28 *ACCOUNT 6746050802*	.000	.00 103.0980	.00	.00 - 692.12	.00	0.00
Rollins Inc 5.250% 2/24/35 Standard & Poors Rating: BBB Moodys Rating: N/A 775711AC8 Asset Minor Code 28 *ACCOUNT 6746050802*	25,000.000	25,165.25 100.6610	25,205.50	- 40.25 - 40.25	25.52	5.22
Ssm Health Care Corp 4.894% 6/01/28 Standard & Poors Rating: A+ Moodys Rating: N/A 784710AC9 Asset Minor Code 28 *ACCOUNT 6746050802*	18,000.000	18,317.16 101.7620	17,646.48	670.68 97.74	220.23	4.81
Southern Calif 5.875% 12/01/53 Standard & Poors Rating: A- Moodys Rating: A2 842400HX4 Asset Minor Code 28 *ACCOUNT 6746050802*	19,000.000	18,043.73 94.9670	17,553.91	489.82 273.22	279.06	6.19
Suncor Energy Inc 5.950% 12/01/34 Standard & Poors Rating: N/A Moodys Rating: Baa1 867229AD8 Asset Minor Code 28 *ACCOUNT 6746050802*	13,000.000	13,541.45 104.1650	12,500.80	1,040.65 122.72	193.38	5.71
Synopsys Inc 5.150% 4/01/35 Standard & Poors Rating: BBB Moodys Rating: Baa1 871607AE7 Asset Minor Code 28 *ACCOUNT 6746050802*	11,000.000	11,095.48 100.8680	10,975.80	119.68 56.43	258.07	5.11

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Targa Res L P 4.875% 2/01/31 Standard & Poors Rating: BBB Moodys Rating: Baa2 87612BBS0 Asset Minor Code 28 *ACCOUNT 6746050802*	20,000.000	19,922.60 99.6130	19,940.00	- 17.40 - 17.40	81.25	4.89
Targa Res Corp 4.900% 9/15/30 Standard & Poors Rating: BBB Moodys Rating: Baa2 87612GAP6 Asset Minor Code 28 *ACCOUNT 6746050802*	.000	.00 101.5300	.00	.00 - 133.60	.00	0.00
Toyota Auto Rec 1.020% 3/15/27 Standard & Poors Rating: AAA Moodys Rating: N/A 89238JAD7 Asset Minor Code 31 *ACCOUNT 6746050802*	30,635.050	30,386.29 99.1880	28,083.72	2,302.57 - 328.85	13.89	1.03
Truist Mtn 5.071% 5/20/31 Standard & Poors Rating: A- Moodys Rating: Baa1 89788MAU6 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,368.25 102.4550	15,000.00	368.25 162.00	213.40	4.95
United Air 2019 1 4.150% 2/25/33 Standard & Poors Rating: N/A Moodys Rating: Aa3 90931CAA6 Asset Minor Code 31 *ACCOUNT 6746050802*	25,378.360	24,546.20 96.7210	23,991.68	554.52 335.15	17.55	4.29
United Airlines 4.300% 8/15/25 Standard & Poors Rating: N/R Moodys Rating: N/A 909319AA3 Asset Minor Code 31 *ACCOUNT 6746050802*	.000	.00 99.9980	.00	.00 - 1,280.49	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
United Air 2014 1 A 4.000% 4/11/26 Standard & Poors Rating: A+ Moodys Rating: N/A 90932PAA6 Asset Minor Code 31 *ACCOUNT 6746050802*	22,765.150	22,719.39 99.7990	22,096.31	623.08 47.12	354.12	4.01
United Air 2014 2 3.750% 3/03/28 Standard & Poors Rating: A+ Moodys Rating: N/A 90932QAA4 Asset Minor Code 31 *ACCOUNT 6746050802*	18,886.240	18,701.53 99.0220	18,296.05	405.48 36.45	350.18	3.79
Wells Fargo Co Mtn 5.198% 1/23/30 Standard & Poors Rating: BBB+ Moodys Rating: A1 95000U3J0 Asset Minor Code 28 *ACCOUNT 6746050802*	15,000.000	15,450.15 103.0010	15,000.00	450.15 130.65	82.30	5.05
Westar Energy Inc 3.100% 4/01/27 Standard & Poors Rating: A Moodys Rating: A2 95709TAP5 Asset Minor Code 28 *ACCOUNT 6746050802*	24,000.000	23,676.72 98.6530	22,472.51	1,204.21 138.96	310.00	3.14
Weyerhaeuser Co 7.375% 3/15/32 Standard & Poors Rating: BBB Moodys Rating: Baa2 962166BR4 Asset Minor Code 28 *ACCOUNT 6746050802*	16,000.000	18,250.56 114.0660	17,236.48	1,014.08 147.04	544.11	6.47
World Financial 4.620% 5/15/31 Standard & Poors Rating: AAA Moodys Rating: N/A 981464HU7 Asset Minor Code 31 *ACCOUNT 6746050802*	50,000.000	50,480.50 100.9610	49,751.95	728.55 307.50	102.67	4.58

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
World Omni Set Auto 5.510% 2/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 98164LAD1 Asset Minor Code 31 *ACCOUNT 6746050802*	30,000.000	30,154.80 100.5160	30,106.64	48.16 60.60	73.47	5.48
World Omni Auto Rec 4.990% 3/15/30 Standard & Poors Rating: AAA Moodys Rating: N/A 98164YAD3 Asset Minor Code 31 *ACCOUNT 6746050802*	.000	.00 101.2150	.00	.00 - 150.48	.00	0.00
World Omni Aut Lea 5.570% 7/17/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 981944AE1 Asset Minor Code 31 *ACCOUNT 6746050802*	100,000.000	100,064.00 100.0640	98,414.06	1,649.94 7.00	247.56	5.57
Total Corporate Issues	**1,652,430.470**	**1,636,465.89**	**1,596,513.34**	**39,952.55** **4,967.06**	**17,032.84**	**5.00**

Foreign Issues

Alcan Inc 7.250% 11/01/28 Standard & Poors Rating: A Moodys Rating: N/A 013716AN5 Asset Minor Code 35 *ACCOUNT 6746050802*	10,000.000	10,781.00 107.8100	10,781.40	- .40 - .40	241.67	6.72
Bhp Billiton Fin 5.125% 2/21/32 Standard & Poors Rating: N/A Moodys Rating: A1 055451BK3 Asset Minor Code 35 *ACCOUNT 6746050802*	.000	.00 103.2610	.00	.00 - 573.20	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Barclays Plc Sr Nt 5.690% 3/12/30 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 06738ECR4 Asset Minor Code 35 *ACCOUNT 6746050802*	20,000.000	20,810.60 104.0530	20,045.40	765.20 168.00	534.23	5.47
Canadian Imperial Bk 6.092% 10/03/33 Standard & Poors Rating: A- Moodys Rating: A2 13607LWW9 Asset Minor Code 35 *ACCOUNT 6746050802*	20,000.000	21,589.60 107.9480	20,797.60	792.00 138.20	500.90	5.64
Hsbc Hldgs Plc 2.804% 5/24/32 Standard & Poors Rating: A- Moodys Rating: A3 404280CT4 Asset Minor Code 35 *ACCOUNT 6746050802*	20,000.000	18,072.00 90.3600	16,809.60	1,262.40 257.60	151.10	3.10
Royal Bk Cda Fr Mtn 4.965% 1/24/29 Standard & Poors Rating: A Moodys Rating: A1 78017DAA6 Asset Minor Code 35 *ACCOUNT 6746050802*	25,000.000	25,460.50 101.8420	25,005.50	455.00 171.75	124.12	4.88
Santander Uk Group 4.858% 9/11/30 Standard & Poors Rating: BBB Moodys Rating: Baa1 80281LAU9 Asset Minor Code 35 *ACCOUNT 6746050802*	20,000.000	20,258.80 101.2940	20,000.00	258.80 237.40	458.81	4.80
Total Foreign Issues	**115,000.000**	**116,972.50**	**113,439.50**	**3,533.00** **399.35**	**2,010.83**	**5.00**

Mutual Funds

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98 *ACCOUNT 6746050800*	7,397.746	367,446.04 49.6700	357,149.82	10,296.22 7,101.83	.00	3.01
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98 *ACCOUNT 6746050800*	1,836.462	61,448.02 33.4600	50,925.09	10,522.93 3,856.57	.00	0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98 *ACCOUNT 6746050800*	30,837.397	1,251,381.57 40.5800	951,364.28	300,017.29 11,101.46	.00	0.62
Fidelity International Index Fund 315911727 Asset Minor Code 98 *ACCOUNT 6746050800*	9,829.196	575,794.30 58.5800	495,644.60	80,149.70 25,850.78	.00	2.66
Fidelity Emerging Markets Index Fund 316146331 Asset Minor Code 98 *ACCOUNT 6746050800*	33,739.015	423,087.25 12.5400	413,900.00	9,187.25 9,109.54	.00	2.25
Emerald Growth Institutional 317609253 Asset Minor Code 98 *ACCOUNT 6746050800*	2,483.456	68,493.72 27.5800	56,931.00	11,562.72 - 1,316.23	.00	2.45
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98 *ACCOUNT 6746050800*	8,837.377	199,989.84 22.6300	201,597.85	- 1,608.01 5,214.05	.00	2.00
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98 *ACCOUNT 6746050800*	11,332.201	198,200.20 17.4900	188,634.46	9,565.74 - 6,548.07	.00	2.83

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 *ACCOUNT 6746050800*	4,360.677	210,097.42 48.1800	150,509.21	59,588.21 4,186.25	.00	1.46
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98 *ACCOUNT 6746050800*	13,016.512	189,650.58 14.5700	169,576.45	20,074.13 2,342.97	.00	2.09
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98 *ACCOUNT 6746050800*	11,189.761	529,499.49 47.3200	486,693.05	42,806.44 12,644.43	.00	0.67
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94 *ACCOUNT 6746050800*	150,420.000	3,846,239.40 25.5700	3,432,266.28	413,973.12 79,722.60	.00	1.12
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98 *ACCOUNT 6746050800*	1,780.544	157,239.84 88.3100	121,515.90	35,723.94 8,849.30	.00	1.88
Total Mutual Funds-Equity	**287,060.344**	**8,078,567.67**	**7,076,707.99**	**1,001,859.68** **162,115.48**	**.00**	**1.38**
Mutual Funds-Fixed Income						
Ishares Mbs Etf 464288588 Asset Minor Code 95 *ACCOUNT 6746050800*	2,403.000	226,723.05 94.3500	223,484.42	3,238.63 3,075.84	.00	4.10
Total Mutual Funds-Fixed Income	**2,403.000**	**226,723.05**	**223,484.42**	**3,238.63** **3,075.84**	**.00**	**4.10**

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Mutual Funds	**289,463.344**	**8,305,290.72**	**7,300,192.41**	**1,005,098.31** **165,191.32**	**.00**	**1.45**
Total Assets	**5,580,322.004**	**13,306,744.17**	**12,206,091.23**	**1,100,652.94** **191,617.10**	**33,452.66**	**2.63**
Accrued Income	**.000**	**33,452.66**	**33,452.66**			
Grand Total	**5,580,322.004**	**13,340,196.83**	**12,239,543.89**			

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.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
295,402.300	First Am Govt Ob Fd Cl X 31846V336 *ACCOUNT 6746050800*		09/02/25	0.04	1,089.83	1,062.70	1,089.83	1,062.70
82,830.380	First Am Govt Ob Fd Cl X 31846V336 *ACCOUNT 6746050802*		09/02/25	0.04	152.51	199.43	152.51	199.43
Total First Am Govt Ob Fd Cl X					**1,242.34**	**1,262.13**	**1,242.34**	**1,262.13**
Total Cash And Equivalents					**1,242.34**	**1,262.13**	**1,242.34**	**1,262.13**
US Government Issues								
373,309.540	F H L M C #Sd8237 4.000% 7/01/52 3132DWEJ8 *ACCOUNT 6746050802*				1,673.30	1,240.83	1,254.98	1,659.15
66,909.080	F H L M C #Sd8244 4.000% 9/01/52 3132DWER0 *ACCOUNT 6746050802*				224.55	223.03	224.55	223.03
329,811.740	F H L M C #Sd8288 5.000% 12/01/52 3132DWF57 *ACCOUNT 6746050802*				1,850.13	1,369.76	1,387.60	1,832.29
65,698.000	F H L M C #Sd8494 5.500% 1/01/55 3132DWNK5 *ACCOUNT 6746050802*				303.83	301.12	303.83	301.12
60,000.000	F H L M C Mltcl Mtg 5.180% 3/25/29 3137HCKV3 *ACCOUNT 6746050802*				259.00	259.00	259.00	259.00
73,620.020	F N M A #Cb8133 5.000% 3/01/54 3140QUBB1 *ACCOUNT 6746050802*				.00	308.47	308.47	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
172,795.260	F N M A #Ma4838 3.500% 11/01/52 31418ELU2 *ACCOUNT 6746050802*				509.34	503.99	509.34	503.99
257,466.940	F N M A #Ma4867 4.500% 12/01/52 31418EMR8 *ACCOUNT 6746050802*				974.89	965.50	974.89	965.50
49,584.930	F N M A #Ma5759 5.000% 7/01/55 31418FMH7 *ACCOUNT 6746050802*				207.94	206.60	207.94	206.60
15,000.000	U S Treasury Bd 3.875% 5/15/43 912810TS7 *ACCOUNT 6746050802*				123.20	48.96	.00	172.16
92,000.000	U S Treasury Bd 4.125% 8/15/44 912810UD8 *ACCOUNT 6746050802*				1,750.73	322.08	1,897.50	175.31
.000	U S Treasury Nt 4.500% 11/15/54 912810UE6 *ACCOUNT 6746050802*				104.92	37.66	142.58	.00
.000	U S Treasury Bd 4.625% 2/15/55 912810UG1 *ACCOUNT 6746050802*				938.80	156.12	1,094.92	.00
55,000.000	U S Treasury Bd 4.625% 5/15/55 912810UK2 *ACCOUNT 6746050802*				.00	.94	- 752.51	753.45
258,000.000	U S Treasury Nt 4.375% 1/31/32 91282CMK4 *ACCOUNT 6746050802*				30.67	950.85	.00	981.52
250,000.000	U S Treasury Nt 4.000% 4/30/32 91282CNA5 *ACCOUNT 6746050802*				2,527.17	842.40	.00	3,369.57
.000	U S Treasury Nt 4.250% 5/15/35 91282CNC1 *ACCOUNT 6746050802*				5,431.92	1,566.48	6,998.40	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
30,000.000	U S Treasury Nt 3.875% 6/30/30 91282CNK3 *ACCOUNT 6746050802*				101.09	97.92	.00	199.01
25,000.000	U S Treasury Nt 3.875% 7/31/30 91282CNN7 *ACCOUNT 6746050802*				.00	40.01	- 44.23	84.24
35,000.000	U S Treasury Nt 3.875% 7/31/27 91282CNP2 *ACCOUNT 6746050802*				.00	11.05	- 106.88	117.93
46,000.000	U S Treasury Nt 4.125% 7/31/32 91282CNR8 *ACCOUNT 6746050802*				.00	93.91	- 71.09	165.00
660,000.000	U S Treasury Nt 4.250% 8/15/35 91282CNT4 *ACCOUNT 6746050802*				.00	597.66	- 580.33	1,177.99
Total US Government Issues					**17,011.48**	**10,144.34**	**14,008.96**	**13,146.86**
Corporate Issues								
30,000.000	At T Inc 2.550% 12/01/33 00206RMM1 *ACCOUNT 6746050802*				127.50	63.75	.00	191.25
25,000.000	Advocate Health 3.829% 8/15/28 007589AA2 *ACCOUNT 6746050802*				441.40	79.77	478.63	42.54
15,000.000	Altria Group Inc 4.500% 8/06/30 02209SBU6 *ACCOUNT 6746050802*				.00	46.88	.00	46.88
25,000.000	American Express Co 4.918% 7/20/33 025816EK1 *ACCOUNT 6746050802*				20.49	102.46	.00	122.95

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
25,000.000	American Honda Mtn 4.850% 10/23/31 02665WFU0 *ACCOUNT 6746050802*				936.32	101.04	.00	1,037.36
20,000.000	American Homes L P 4.950% 6/15/30 02666TAK3 *ACCOUNT 6746050802*				214.50	82.50	.00	297.00
20,000.000	American Wtr Cap 5.250% 3/01/35 03040WBF1 *ACCOUNT 6746050802*				449.17	87.50	.00	536.67
20,000.000	Americold Rlty Oper 5.600% 5/15/32 03063UAB7 *ACCOUNT 6746050802*				367.11	93.33	.00	460.44
.000	Applovin Corp Sr 5.125% 12/01/29 03831WAB4 *ACCOUNT 6746050802*				93.96	17.22	111.18	.00
10,000.000	Arizona Pub 5.700% 8/15/34 040555DH4 *ACCOUNT 6746050802*				262.83	47.50	285.00	25.33
15,000.000	Associated Banc Corp 6.455% 8/29/30 045487AD7 *ACCOUNT 6746050802*				166.75	80.69	.00	247.44
30,000.000	Assurant Inc 2.650% 1/15/32 04621XAN8 *ACCOUNT 6746050802*				.00	11.04	- 90.54	101.58
13,000.000	Bat Capital Corp 5.350% 8/15/32 05526DCB9 *ACCOUNT 6746050802*				266.61	57.96	293.66	30.91
100,000.000	Bmw Veh Owner Tr 3.440% 12/26/28 05602RAE1 *ACCOUNT 6746050802*				57.33	286.67	286.67	57.33
20,000.000	Bank Of America Mtn 3.194% 7/23/30 06051GHV4 *ACCOUNT 6746050802*				14.20	53.23	.00	67.43

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
15,000.000	Black Hills Corp 6.000% 1/15/35 092113AX7 *ACCOUNT 6746050802*				15.00	75.00	.00	90.00
.000	Broadcom Inc 4.600% 7/15/30 11135FCK5 *ACCOUNT 6746050802*				40.89	38.84	79.73	.00
10,000.000	Brown Brown Inc 6.250% 6/23/55 115236AN1 *ACCOUNT 6746050802*				65.97	52.09	.00	118.06
10,000.000	Carmax Auto Owner 4.800% 3/15/30 14320AAD3 *ACCOUNT 6746050802*				21.33	37.33	37.33	21.33
30,000.000	Citigroup Inc Sub 6.174% 5/25/34 17327CAR4 *ACCOUNT 6746050802*				339.57	154.35	.00	493.92
10,000.000	Citizens Financial 6.645% 4/25/35 174610BG9 *ACCOUNT 6746050802*				177.20	55.38	.00	232.58
20,000.000	Commonwealth Edison 5.875% 2/01/33 202795HG8 *ACCOUNT 6746050802*				587.50	97.92	587.50	97.92
20,000.000	Constellation Brands 4.800% 5/01/30 21036PBS6 *ACCOUNT 6746050802*				240.00	80.00	.00	320.00
15,000.000	Dte Elec Co 5.250% 5/15/35 23338VAY2 *ACCOUNT 6746050802*				168.44	65.62	.00	234.06
10,000.000	Daimler Trucks 5.770% 12/15/27 233874AC0 *ACCOUNT 6746050802*				25.64	45.75	45.75	25.64
25,765.670	Delta Air Lines 5.000% 12/10/29 247361ZW1 *ACCOUNT 6746050802*				182.51	107.35	.00	289.86

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
25,000.000	Duke Energy 5.550% 3/15/54 26442EAL4 *ACCOUNT 6746050802*				524.17	115.62	.00	639.79
.000	Eog Res Inc 5.000% 7/15/32 26875PAY7 *ACCOUNT 6746050802*				125.00	39.59	164.59	.00
12,000.000	Ecolab Inc 4.300% 6/15/28 278865BQ2 *ACCOUNT 6746050802*				80.27	43.00	.00	123.27
25,000.000	Energy Transfer 8.250% 11/15/29 29273RBC2 *ACCOUNT 6746050802*				435.42	171.87	.00	607.29
14,000.000	Essential Utils Inc 3.351% 4/15/50 29670GAE2 *ACCOUNT 6746050802*				138.14	39.09	.00	177.23
25,000.000	F G Annuities Life 6.500% 6/04/29 30190AAF1 *ACCOUNT 6746050802*				257.28	135.42	.00	392.70
5,000.000	Extra Space Storage 5.700% 4/01/28 30225VAJ6 *ACCOUNT 6746050802*				95.00	23.75	.00	118.75
15,000.000	Meta Platforms Inc 5.400% 8/15/54 30303M8V7 *ACCOUNT 6746050802*				373.50	67.50	405.00	36.00
40,000.000	First Natl Mstr 8.24026% 4/16/29 32113CBV1 *ACCOUNT 6746050802*				146.49	171.00	171.00	146.49
30,000.000	First Natl Master 4.850% 2/15/30 32113CCE8 *ACCOUNT 6746050802*				64.67	121.25	120.85	65.07
20,000.000	Flowers Foods Inc 6.200% 3/15/55 343498AE1 *ACCOUNT 6746050802*				575.22	103.34	.00	678.56

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
40,000.000	Ford Credit At 4.940% 6/15/28 345282AD9 *ACCOUNT 6746050802*				87.82	157.33	157.33	87.82
45,000.000	Ford Cr Auto Owner 5.980% 6/15/28 345295AF6 *ACCOUNT 6746050802*				119.60	224.25	224.25	119.60
15,000.000	Gatx Corp 5.500% 6/15/35 361448BS1 *ACCOUNT 6746050802*				105.42	68.75	.00	174.17
20,000.000	General Mtn 5.875% 1/14/38 36962G3P7 *ACCOUNT 6746050802*				55.49	97.91	.00	153.40
10,000.000	General Mtrs Finl Co 5.050% 4/04/28 37045XFE1 *ACCOUNT 6746050802*				206.21	248.29	.00	454.50
27,000.000	Goldman Sachs 1.948% 10/21/27 38141GYM0 *ACCOUNT 6746050802*				146.10	43.83	.00	189.93
10,000.000	Hubbell Inc 3.350% 3/01/26 443510AG7 *ACCOUNT 6746050802*				139.58	27.92	.00	167.50
20,000.000	Huntington 5.272% 1/15/31 446150BE3 *ACCOUNT 6746050802*				310.46	87.87	.00	398.33
30,000.000	Jpmorgan Chase Co 5.766% 4/22/35 46647PEH5 *ACCOUNT 6746050802*				475.70	144.15	.00	619.85
25,000.000	Kinder Morgan Inc 5.150% 6/01/30 49456BBB6 *ACCOUNT 6746050802*				321.88	107.29	.00	429.17
15,000.000	Mplx LP 5.950% 4/01/55 55336VBZ2 *ACCOUNT 6746050802*				349.56	74.38	.00	423.94

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
16,000.000	Mattel Inc 5.450% 11/01/41 577081AW2 *ACCOUNT 6746050802*				218.00	72.67	.00	290.67
10,000.000	Mercedes-Benz At 4.610% 4/16/29 58768YAD7 *ACCOUNT 6746050802*				.00	57.63	38.42	19.21
15,000.000	Morgan Stanley 6.407% 11/01/29 61747YFH3 *ACCOUNT 6746050802*				480.52	- 400.43	.00	80.09
20,000.000	Motorola Solutions 5.550% 8/15/35 620076CC1 *ACCOUNT 6746050802*				138.75	92.50	.00	231.25
.000	Nissan Auto Rec Own 4.490% 12/17/29 65481GAD7 *ACCOUNT 6746050802*				29.93	52.39	82.32	.00
20,000.000	Occidental 6.200% 3/15/40 674599DJ1 *ACCOUNT 6746050802*				468.44	103.34	.00	571.78
23,000.000	Ovintiv Inc 6.250% 7/15/33 69047QAC6 *ACCOUNT 6746050802*				50.00	119.79	- 13.89	183.68
10,000.000	Pnc Finl Svcs Group 3.400% 12/15/69 693475BC8 *ACCOUNT 6746050802*				43.44	28.34	.00	71.78
28,000.000	Plains All Amer Pipe 4.300% 1/31/43 72650RBC5 *ACCOUNT 6746050802*				3.34	100.34	.00	103.68
35,000.000	Regeneron 2.800% 9/15/50 75886FAF4 *ACCOUNT 6746050802*				370.22	81.67	.00	451.89
20,000.000	Regions Financial 5.722% 6/06/30 7591EPAU4 *ACCOUNT 6746050802*				174.84	95.37	.00	270.21

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Reinsurance Group 5.750% 9/15/34 759351AS8 *ACCOUNT 6746050802*				521.33	95.84	617.17	.00
25,000.000	Rollins Inc 5.250% 2/24/35 775711AC8 *ACCOUNT 6746050802*				.00	83.85	58.33	25.52
18,000.000	Ssm Health Care Corp 4.894% 6/01/28 784710AC9 *ACCOUNT 6746050802*				146.82	73.41	.00	220.23
19,000.000	Southern Calif 5.875% 12/01/53 842400HX4 *ACCOUNT 6746050802*				186.04	93.02	.00	279.06
13,000.000	Suncor Energy Inc 5.950% 12/01/34 867229AD8 *ACCOUNT 6746050802*				128.92	64.46	.00	193.38
11,000.000	Synopsys Inc 5.150% 4/01/35 871607AE7 *ACCOUNT 6746050802*				210.86	47.21	.00	258.07
.000	Sysco Corp Sr 5.400% 3/23/35 871829BV8 *ACCOUNT 6746050802*				351.00	.00	351.00	.00
20,000.000	Targa Res L P 4.875% 2/01/31 87612BBS0 *ACCOUNT 6746050802*				.00	10.83	- 70.42	81.25
.000	Targa Res Corp 4.900% 9/15/30 87612GAP6 *ACCOUNT 6746050802*				117.06	70.77	187.83	.00
30,635.050	Toyota Auto Rec 1.020% 3/15/27 89238JAD7 *ACCOUNT 6746050802*				16.38	28.22	30.71	13.89
15,000.000	Truist Mtn 5.071% 5/20/31 89788MAU6 *ACCOUNT 6746050802*				150.02	63.38	.00	213.40

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
25,378.360	United Air 2019 1 4.150% 2/25/33 90931CAA6 *ACCOUNT 6746050802*				473.02	90.32	545.79	17.55
.000	United Airlines 4.300% 8/15/25 909319AA3 *ACCOUNT 6746050802*				521.77	44.01	565.78	.00
22,765.150	United Air 2014 1 A 4.000% 4/11/26 90932PAA6 *ACCOUNT 6746050802*				278.24	75.88	.00	354.12
18,886.240	United Air 2014 2 3.750% 3/03/28 90932QAA4 *ACCOUNT 6746050802*				291.16	59.02	.00	350.18
15,000.000	Wells Fargo Co Mtn 5.198% 1/23/30 95000U3J0 *ACCOUNT 6746050802*				17.33	64.97	.00	82.30
24,000.000	Westar Energy Inc 3.100% 4/01/27 95709TAP5 *ACCOUNT 6746050802*				248.00	62.00	.00	310.00
16,000.000	Weyerhaeuser Co 7.375% 3/15/32 962166BR4 *ACCOUNT 6746050802*				445.78	98.33	.00	544.11
50,000.000	World Financial 4.620% 5/15/31 981464HU7 *ACCOUNT 6746050802*				102.67	192.50	192.50	102.67
30,000.000	World Omni Set Auto 5.510% 2/15/30 98164LAD1 *ACCOUNT 6746050802*				73.47	124.50	124.50	73.47
.000	World Omni Auto Rec 4.990% 3/15/30 98164YAD3 *ACCOUNT 6746050802*				44.36	71.26	115.62	.00
100,000.000	World Omni Aut Lea 5.570% 7/17/28 981944AE1 *ACCOUNT 6746050802*				247.56	420.00	420.00	247.56

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Total Corporate Issues					**16,964.47**	**6,671.96**	**6,603.59**	**17,032.84**
Foreign Issues								
10,000.000	Alcan Inc 7.250% 11/01/28 013716AN5 *ACCOUNT 6746050802*				.00	6.04	- 235.63	241.67
.000	Bhp Billiton Fin 5.125% 2/21/32 055451BK3 *ACCOUNT 6746050802*				455.56	54.09	509.65	.00
20,000.000	Barclays Plc Sr Nt 5.690% 3/12/30 06738ECR4 *ACCOUNT 6746050802*				439.39	94.84	.00	534.23
20,000.000	Canadian Imperial Bk 6.092% 10/03/33 13607LWW9 *ACCOUNT 6746050802*				399.36	101.54	.00	500.90
20,000.000	Hsbc Hldgs Plc 2.804% 5/24/32 404280CT4 *ACCOUNT 6746050802*				104.37	46.73	.00	151.10
25,000.000	Royal Bk Cda Fr Mtn 4.965% 1/24/29 78017DAA6 *ACCOUNT 6746050802*				20.69	103.43	.00	124.12
20,000.000	Santander Uk Group 4.858% 9/11/30 80281LAU9 *ACCOUNT 6746050802*				377.84	80.97	.00	458.81
Total Foreign Issues					**1,797.21**	**487.64**	**274.02**	**2,010.83**
Mutual Funds-Fixed Income								
2,403.000	Ishares Mbs Etf 464288588 *ACCOUNT 6746050800*	08/01/25	08/06/25	3.87	.00	797.45	797.45	.00
Total Mutual Funds-Fixed Income					**.00**	**797.45**	**797.45**	**.00**

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Grand Total					**37,015.50**	**19,363.52**	**22,926.36**	**33,452.66**

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
Advocate Health 3.829% 8/15/28 007589AA2		
08/15/2025	Advocate Health 3.829% 8/15/28 0.019145 USD/$1 Pv On 25,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	478.63
Alcan Inc 7.250% 11/01/28 013716An5		
08/28/2025	Paid Accrued Interest On Purchase Of Alcan Inc 7.250% 11/01/28 Income Debit 235.63- USD *ACCOUNT 6746050802*	- 235.63
Applovin Corp Sr 5.125% 12/01/29 03831Wab4		
08/12/2025	Received Accrued Interest On Sale Of Applovin Corp Sr 5.125% 12/01/29 Income Credit 111.18 USD *ACCOUNT 6746050802*	111.18
Arizona Pub 5.700% 8/15/34 040555Dh4		
08/15/2025	Arizona Pub 5.700% 8/15/34 0.0285 USD/$1 Pv On 10,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	285.00
Assurant Inc 2.650% 1/15/32 04621Xan8		
08/26/2025	Paid Accrued Interest On Purchase Of Assurant Inc 2.650% 1/15/32 Income Debit 90.54- USD *ACCOUNT 6746050802*	- 90.54
Bat Capital Corp 5.350% 8/15/32 05526Dcb9		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/15/2025	Bat Capital Corp 5.350% 8/15/32 0.022589 USD/$1 Pv On 13,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	293.66
Bhp Billiton Fin 5.125% 2/21/32 055451Bk3		
08/20/2025	Received Accrued Interest On Sale Of Bhp Billiton Fin 5.125% 2/21/32 Income Credit 509.65 USD *ACCOUNT 6746050802*	509.65
Bmw Veh Owner Tr 3.440% 12/26/28 05602Rae1		
08/25/2025	Bmw Veh Owner Tr 3.440% 12/26/28 $0.00287/Pv On 100,000.00 Pv Due 8/25/25 *ACCOUNT 6746050802*	286.67
Broadcom Inc 4.600% 7/15/30 11135Fck5		
08/20/2025	Received Accrued Interest On Sale Of Broadcom Inc 4.600% 7/15/30 Income Credit 79.73 USD *ACCOUNT 6746050802*	79.73
Carmax Auto Owner 4.800% 3/15/30 14320Aad3		
08/15/2025	Carmax Auto Owner 4.800% 3/15/30 $0.00373/Pv On 10,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	37.33
Commonwealth Edison 5.875% 2/01/33 202795Hg8		
08/01/2025	Commonwealth Edison 5.875% 2/01/33 0.029375 USD/$1 Pv On 20,000 Par Value Due 8/1/25 *ACCOUNT 6746050802*	587.50
Daimler Trucks 5.770% 12/15/27 233874Ac0		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/15/2025	Daimler Trucks 5.770% 12/15/27 $0.00457/Pv On 10,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	45.75
Eog Res Inc 5.000% 7/15/32 26875Pay7		
08/06/2025	Received Accrued Interest On Sale Of Eog Res Inc 5.000% 7/15/32 Income Credit 72.92 USD *ACCOUNT 6746050802*	72.92
08/15/2025	Received Accrued Interest On Sale Of Eog Res Inc 5.000% 7/15/32 Income Credit 91.67 USD *ACCOUNT 6746050802*	91.67
Total Eog Res Inc 5.000% 7/15/32		**164.59**
F H L M C #Sd8237 4.000% 7/01/52 3132Dwej8		
08/25/2025	F H L M C #Sd8237 4.000% 7/01/52 July FHLMC Due 8/25/25 *ACCOUNT 6746050802*	1,254.98
F H L M C #Sd8244 4.000% 9/01/52 3132Dwer0		
08/25/2025	F H L M C #Sd8244 4.000% 9/01/52 July FHLMC Due 8/25/25 *ACCOUNT 6746050802*	224.55
F H L M C #Sd8288 5.000% 12/01/52 3132Dwf57		
08/25/2025	F H L M C #Sd8288 5.000% 12/01/52 July FHLMC Due 8/25/25 *ACCOUNT 6746050802*	1,387.60
F H L M C #Sd8494 5.500% 1/01/55 3132Dwnk5		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/25/2025	F H L M C #Sd8494 5.500% 1/01/55 July FHLMC Due 8/25/25 *ACCOUNT 6746050802*	303.83
F H L M C Mltcl Mtg 5.180% 3/25/29 3137Hckv3		
08/25/2025	F H L M C Mltcl Mtg 5.180% 3/25/29 $0.00432/Pv On 60,000.00 Pv Due 8/25/25 *ACCOUNT 6746050802*	259.00
F N M A #Cb8133 5.000% 3/01/54 3140Qubb1		
08/25/2025	F N M A #Cb8133 5.000% 3/01/54 July FNMA Due 8/25/25 *ACCOUNT 6746050802*	308.47
F N M A #Ma4838 3.500% 11/01/52 31418Elu2		
08/25/2025	F N M A #Ma4838 3.500% 11/01/52 July FNMA Due 8/25/25 *ACCOUNT 6746050802*	509.34
F N M A #Ma4867 4.500% 12/01/52 31418Emr8		
08/25/2025	F N M A #Ma4867 4.500% 12/01/52 July FNMA Due 8/25/25 *ACCOUNT 6746050802*	974.89
F N M A #Ma5759 5.000% 7/01/55 31418Fmh7		
08/25/2025	F N M A #Ma5759 5.000% 7/01/55 P & I Due 08/25/25 *ACCOUNT 6746050802*	207.94
First Am Govt Ob Fd Cl X 31846V336		
08/01/2025	Interest From 7/1/25 To 7/31/25 *ACCOUNT 6746050800*	1,089.83

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/01/2025	Interest From 7/1/25 To 7/31/25 *ACCOUNT 6746050802*	152.51
Total First Am Govt Ob Fd Cl X		**1,242.34**
First Natl Master 4.850% 2/15/30 32113Cce8		
08/28/2025	First Natl Master 4.850% 2/15/30 *ACCOUNT 6746050802*	120.85
First Natl Mstr 8.24026% 4/16/29 32113Cbv1		
08/15/2025	First Natl Mstr 8.24026% 4/16/29 $0.00427/Pv On 40,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	171.00
Ford Cr Auto Owner 5.980% 6/15/28 345295Af6		
08/15/2025	Ford Cr Auto Owner 5.980% 6/15/28 $0.00498/Pv On 45,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	224.25
Ford Credit At 4.940% 6/15/28 345282Ad9		
08/15/2025	Ford Credit At 4.940% 6/15/28 $0.00393/Pv On 40,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	157.33
Mercedes-Benz At 4.610% 4/16/29 58768Yad7		
08/15/2025	Mercedes-Benz At 4.610% 4/16/29 $0.00384/Pv On 10,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	38.42
Meta Platforms Inc 5.400% 8/15/54 30303M8V7		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/15/2025	Meta Platforms Inc 5.400% 8/15/54 0.027 USD/$1 Pv On 15,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	405.00
Nissan Auto Rec Own 4.490% 12/17/29 65481Gad7		
08/15/2025	Nissan Auto Rec Own 4.490% 12/17/29 $0.00374/Pv On 15,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	56.13
08/29/2025	Received Accrued Interest On Sale Of Nissan Auto Rec Own 4.490% 12/17/29 Income Credit 26.19 USD *ACCOUNT 6746050802*	26.19
Total Nissan Auto Rec Own 4.490% 12/17/29		**82.32**
Ovintiv Inc 6.250% 7/15/33 69047Qac6		
08/01/2025	Paid Accrued Interest On Purchase Of Ovintiv Inc 6.250% 7/15/33 Income Debit 13.89- USD *ACCOUNT 6746050802*	- 13.89
Reinsurance Group 5.750% 9/15/34 759351As8		
08/26/2025	Received Accrued Interest On Sale Of Reinsurance Group 5.750% 9/15/34 Income Credit 617.17 USD *ACCOUNT 6746050802*	617.17
Rollins Inc 5.250% 2/24/35 775711Ac8		
08/08/2025	Paid Accrued Interest On Purchase Of Rollins Inc 5.250% 2/24/35 Income Debit 597.92- USD *ACCOUNT 6746050802*	- 597.92

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/25/2025	Rollins Inc 5.250% 2/24/35 0.02625 USD/$1 Pv On 25,000 Par Value Due 8/24/25 *ACCOUNT 6746050802*	656.25
Total Rollins Inc 5.250% 2/24/35		**58.33**
Sysco Corp Sr 5.400% 3/23/35 871829Bv8		
08/01/2025	Received Accrued Interest On Sale Of Sysco Corp Sr 5.400% 3/23/35 Income Credit 351.00 USD *ACCOUNT 6746050802*	351.00
Targa Res Corp 4.900% 9/15/30 87612Gap6		
08/27/2025	Received Accrued Interest On Sale Of Targa Res Corp 4.900% 9/15/30 Income Credit 187.83 USD *ACCOUNT 6746050802*	187.83
Targa Res L P 4.875% 2/01/31 87612Bbs0		
08/27/2025	Paid Accrued Interest On Purchase Of Targa Res L P 4.875% 2/01/31 Income Debit 70.42- USD *ACCOUNT 6746050802*	- 70.42
Toyota Auto Rec 1.020% 3/15/27 89238Jad7		
08/15/2025	Toyota Auto Rec 1.020% 3/15/27 $0.00085/Pv On 36,125.38 Pv Due 8/15/25 *ACCOUNT 6746050802*	30.71
U S Treasury Bd 4.125% 8/15/44 912810Ud8		
08/15/2025	U S Treasury Bd 4.125% 8/15/44 0.020625 USD/$1 Pv On 92,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	1,897.50

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Bd 4.625% 2/15/55 912810Ug1		
08/15/2025	U S Treasury Bd 4.625% 2/15/55 0.023125 USD/$1 Pv On 44,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	1,017.50
08/29/2025	Received Accrued Interest On Sale Of U S Treasury Bd 4.625% 2/15/55 Income Credit 77.42 USD *ACCOUNT 6746050802*	77.42
Total U S Treasury Bd 4.625% 2/15/55		**1,094.92**
U S Treasury Bd 4.625% 5/15/55 912810Uk2		
08/29/2025	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.625% 5/15/55 Income Debit 752.51- USD *ACCOUNT 6746050802*	- 752.51
U S Treasury Nt 3.875% 7/31/27 91282Cnp2		
08/29/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.875% 7/31/27 Income Debit 45.81- USD *ACCOUNT 6746050802*	- 45.81
08/29/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.875% 7/31/27 Income Debit 61.07- USD *ACCOUNT 6746050802*	- 61.07
Total U S Treasury Nt 3.875% 7/31/27		**- 106.88**
U S Treasury Nt 3.875% 7/31/30 91282Cnn7		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/12/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.875% 7/31/30 Income Debit 12.64- USD *ACCOUNT 6746050802*	- 12.64
08/20/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.875% 7/31/30 Income Debit 31.59- USD *ACCOUNT 6746050802*	- 31.59
Total U S Treasury Nt 3.875% 7/31/30		**- 44.23**
U S Treasury Nt 4.125% 7/31/32 91282Cnr8		
08/06/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.125% 7/31/32 Income Debit 9.13- USD *ACCOUNT 6746050802*	- 9.13
08/15/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.125% 7/31/32 Income Debit 22.83- USD *ACCOUNT 6746050802*	- 22.83
08/20/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.125% 7/31/32 Income Debit 39.13- USD *ACCOUNT 6746050802*	- 39.13
Total U S Treasury Nt 4.125% 7/31/32		**- 71.09**
U S Treasury Nt 4.250% 5/15/35 91282Cnc1		
08/01/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 5/15/35 Income Credit 45.04 USD *ACCOUNT 6746050802*	45.04

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/01/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.250% 5/15/35 Income Debit 135.12- USD *ACCOUNT 6746050802*	- 135.12
08/04/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.250% 5/15/35 Income Debit 233.87- USD *ACCOUNT 6746050802*	- 233.87
08/08/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 5/15/35 Income Credit 245.41 USD *ACCOUNT 6746050802*	245.41
08/13/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 5/15/35 Income Credit 1,403.19 USD *ACCOUNT 6746050802*	1,403.19
08/18/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 5/15/35 Income Credit 1,536.01 USD *ACCOUNT 6746050802*	1,536.01
08/29/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.250% 5/15/35 Income Credit 4,137.74 USD *ACCOUNT 6746050802*	4,137.74
Total U S Treasury Nt 4.250% 5/15/35		**6,998.40**

U S Treasury Nt 4.250% 8/15/35
91282Cnt4

08/18/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.250% 8/15/35 Income Debit 46.77- USD *ACCOUNT 6746050802*	- 46.77

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
08/29/2025	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.250% 8/15/35 Income Debit 533.56- USD *ACCOUNT 6746050802*	- 533.56
Total U S Treasury Nt 4.250% 8/15/35		**- 580.33**
U S Treasury Nt 4.500% 11/15/54 912810Ue6		
08/29/2025	Received Accrued Interest On Sale Of U S Treasury Nt 4.500% 11/15/54 Income Credit 142.58 USD *ACCOUNT 6746050802*	142.58
United Air 2019 1 4.150% 2/25/33 90931CAA6		
08/25/2025	United Air 2019 1 4.150% 2/25/33 $0.02075/Pv On 26,303.35 Pv Due 8/25/25 *ACCOUNT 6746050802*	545.79
United Airlines 4.300% 8/15/25 909319AA3		
08/15/2025	United Airlines 4.300% 8/15/25 $0.02150/Pv On 26,315.14 Pv Due 8/15/25 *ACCOUNT 6746050802*	565.78
World Financial 4.620% 5/15/31 981464Hu7		
08/15/2025	World Financial 4.620% 5/15/31 $0.00385/Pv On 50,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	192.50
World Omni Aut Lea 5.570% 7/17/28 981944Ae1		
08/15/2025	World Omni Aut Lea 5.570% 7/17/28 $0.00420/Pv On 100,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	420.00

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	World Omni Auto Rec 4.990% 3/15/30 98164Yad3	
08/15/2025	World Omni Auto Rec 4.990% 3/15/30 0.003942 USD/$1 Pv On 20,000 Par Value Due 8/15/25 *ACCOUNT 6746050802*	78.83
08/29/2025	Received Accrued Interest On Sale Of World Omni Auto Rec 4.990% 3/15/30 Income Credit 36.79 USD *ACCOUNT 6746050802*	36.79
Total World Omni Auto Rec 4.990% 3/15/30		**115.62**
	World Omni Set Auto 5.510% 2/15/30 98164Lad1	
08/15/2025	World Omni Set Auto 5.510% 2/15/30 $0.00415/Pv On 30,000.00 Pv Due 8/15/25 *ACCOUNT 6746050802*	124.50
Total Interest		**22,128.91**
	Dividends	
	Ishares Mbs Etf 464288588	
08/06/2025	0.331855 USD/Share On 2,403 Shares Due 8/6/25 *ACCOUNT 6746050800*	797.45
Total Dividends		**797.45**
	Other Earnings	
	Interest-Bank Compensation	
08/27/2025	Income Payments Interest Earned On Income Payments *ACCOUNT 6746050800*	.66

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total Other Earnings		**.66**

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
08/29/2025	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 8/27/25 *ACCOUNT 6746050800*	- 1,839.29
Total Administrative Fee		**- 1,839.29**
Total Contract Administrator Fees		**- 1,839.29**
Total Administrative Expenses		**- 1,839.29**
Trust Fees		
Trust Fees		
08/26/2025	Collected Charged For Period 07/01/2025 Thru 07/31/2025 *ACCOUNT 6746050800*	- 1,308.67
Total Trust Fees		**- 1,308.67**
Trust Fees For Another Account		
08/26/2025	Collected Charged For Acct 6746050802 07/01/25 To 07/31/25 *ACCOUNT 6746050800*	- 739.35
Total Trust Fees For Another Account		**- 739.35**
Total Trust Fees		**- 2,048.02**
Total Plan Expenses		**- 3,887.31**

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
08/01/2025	Purchased 15,978.46 Units Of First Am Govt Ob Fd Cl X Trade Date 8/1/25 31846V336 *ACCOUNT 6746050802*	15,978.460	.00	- 15,978.46	15,978.46
08/04/2025	Purchased 1,089.83 Units Of First Am Govt Ob Fd Cl X Trade Date 8/4/25 31846V336 *ACCOUNT 6746050800*	1,089.830	.00	- 1,089.83	1,089.83
08/06/2025	Purchased 797.45 Units Of First Am Govt Ob Fd Cl X Trade Date 8/6/25 31846V336 *ACCOUNT 6746050800*	797.450	.00	- 797.45	797.45
08/11/2025	Purchased 5,531.2 Units Of First Am Govt Ob Fd Cl X Trade Date 8/11/25 31846V336 *ACCOUNT 6746050800*	5,531.200	.00	- 5,531.20	5,531.20
08/12/2025	Purchased 1,266.94 Units Of First Am Govt Ob Fd Cl X Trade Date 8/12/25 31846V336 *ACCOUNT 6746050802*	1,266.940	.00	- 1,266.94	1,266.94
08/13/2025	Purchased 136,519.21 Units Of First Am Govt Ob Fd Cl X Trade Date 8/13/25 31846V336 *ACCOUNT 6746050802*	136,519.210	.00	- 136,519.21	136,519.21

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/15/2025	Purchased 32,110.76 Units Of First Am Govt Ob Fd Cl X Trade Date 8/15/25 31846V336 *ACCOUNT 6746050802*	32,110.760	.00	- 32,110.76	32,110.76
08/18/2025	Purchased 6,576.74 Units Of First Am Govt Ob Fd Cl X Trade Date 8/18/25 31846V336 *ACCOUNT 6746050802*	6,576.740	.00	- 6,576.74	6,576.74
08/20/2025	Purchased 4,194.15 Units Of First Am Govt Ob Fd Cl X Trade Date 8/20/25 31846V336 *ACCOUNT 6746050802*	4,194.150	.00	- 4,194.15	4,194.15
08/25/2025	Purchased 19,575.08 Units Of First Am Govt Ob Fd Cl X Trade Date 8/25/25 31846V336 *ACCOUNT 6746050802*	19,575.080	.00	- 19,575.08	19,575.08
08/25/2025	Purchased 787.56 Units Of First Am Govt Ob Fd Cl X Trade Date 8/25/25 31846V336 *ACCOUNT 6746050802*	787.560	.00	- 787.56	787.56
08/27/2025	Purchased 450.61 Units Of First Am Govt Ob Fd Cl X Trade Date 8/27/25 31846V336 *ACCOUNT 6746050802*	450.610	.00	- 450.61	450.61

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/28/2025	Purchased 0.66 Units Of First Am Govt Ob Fd Cl X Trade Date 8/28/25 31846V336 *ACCOUNT 6746050800*	.660	.00	- .66	.66
08/29/2025	Purchased 10,657.78 Units Of First Am Govt Ob Fd Cl X Trade Date 8/29/25 31846V336 *ACCOUNT 6746050802*	10,657.780	.00	- 10,657.78	10,657.78
Total First Am Govt Ob Fd Cl X		**235,536.430**	**.00**	**- 235,536.43**	**235,536.43**
Total Cash And Equivalents		**235,536.430**	**.00**	**- 235,536.43**	**235,536.43**
US Government Issues					
08/28/2025	Purchased 55,000 Par Value Of U S Treasury Bd 4.625% 5/15/55 Trade Date 8/28/25 Purchased Through Ubs Securities LLC Swift External Ref#: Ncygclicxaaaiaad 55,000 Par Value At 97.46874545 % 912810UK2 *ACCOUNT 6746050802*	55,000.000	.00	- 53,607.81	53,607.81
Total U S Treasury Bd 4.625% 5/15/55		**55,000.000**	**.00**	**- 53,607.81**	**53,607.81**
08/28/2025	Purchased 15,000 Par Value Of U S Treasury Nt 3.875% 7/31/27 Trade Date 8/28/25 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: Ncyjdsicxaaakaad 15,000 Par Value At 100.38673333 % 91282CNP2 *ACCOUNT 6746050802*	15,000.000	.00	- 15,058.01	15,058.01

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/28/2025	Purchased 20,000 Par Value Of U S Treasury Nt 3.875% 7/31/27 Trade Date 8/28/25 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: Ncyke3Qcxaabmaad 20,000 Par Value At 100.375 % 91282CNP2 *ACCOUNT 6746050802*	20,000.000	.00	- 20,075.00	20,075.00
Total U S Treasury Nt 3.875% 7/31/27		**35,000.000**	**.00**	**- 35,133.01**	**35,133.01**
08/11/2025	Purchased 10,000 Par Value Of U S Treasury Nt 3.875% 7/31/30 Trade Date 8/11/25 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: Ncm40Wielqaaoaad 10,000 Par Value At 100.2344 % 91282CNN7 *ACCOUNT 6746050802*	10,000.000	.00	- 10,023.44	10,023.44
08/19/2025	Purchased 15,000 Par Value Of U S Treasury Nt 3.875% 7/31/30 Trade Date 8/19/25 Purchased Through Pershing LLC Swift External Ref#: Ncsms2Qegqaagaad 15,000 Par Value At 100.2344 % 91282CNN7 *ACCOUNT 6746050802*	15,000.000	.00	- 15,035.16	15,035.16
Total U S Treasury Nt 3.875% 7/31/30		**25,000.000**	**.00**	**- 25,058.60**	**25,058.60**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/05/2025	Purchased 14,000 Par Value Of U S Treasury Nt 4.125% 7/31/32 Trade Date 8/5/25 Purchased Through BofA Securities, Inc. Swift External Ref#: Ncjfiiacvqaceaad 14,000 Par Value At 100.25778571 % 91282CNR8 *ACCOUNT 6746050802*	14,000.000	.00	- 14,036.09	14,036.09
08/14/2025	Purchased 14,000 Par Value Of U S Treasury Nt 4.125% 7/31/32 Trade Date 8/14/25 Purchased Through Bmo Capital Markets Corp/Bonds Swift External Ref#: Ncpatiaelqabwaad 14,000 Par Value At 99.80471429 % 91282CNR8 *ACCOUNT 6746050802*	14,000.000	.00	- 13,972.66	13,972.66
08/19/2025	Purchased 18,000 Par Value Of U S Treasury Nt 4.125% 7/31/32 Trade Date 8/19/25 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: Ncsjxgqegqaayaad 18,000 Par Value At 99.73438889 % 91282CNR8 *ACCOUNT 6746050802*	18,000.000	.00	- 17,952.19	17,952.19
Total U S Treasury Nt 4.125% 7/31/32		**46,000.000**	**.00**	**- 45,960.94**	**45,960.94**
08/01/2025	Purchased 15,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/1/25 Purchased Through Jefferies LLC Swift External Ref#: Ncgnuwaegqab2Aad 15,000 Par Value At 99.2344 % 91282CNC1 *ACCOUNT 6746050802*	15,000.000	.00	- 14,885.16	14,885.16

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/01/2025	Purchased 25,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/1/25 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: Ncgpr4Iegqabwaad 25,000 Par Value At 100.17968 % 91282CNC1 *ACCOUNT 6746050802*	25,000.000	.00	- 25,044.92	25,044.92
Total U S Treasury Nt 4.250% 5/15/35		**40,000.000**	**.00**	**- 39,930.08**	**39,930.08**
08/12/2025	Purchased 135,000 Par Value Of U S Treasury Nt 4.250% 8/15/35 Trade Date 8/12/25 Purchased Through Ubs Securities LLC Swift External Ref#: Ncn0Elielqabqaad 135,000 Par Value At 100 % 91282CNT4 *ACCOUNT 6746050802*	135,000.000	.00	- 135,000.00	135,000.00
08/15/2025	Purchased 135,000 Par Value Of U S Treasury Nt 4.250% 8/15/35 Trade Date 8/15/25 Purchased Through Ubs Securities LLC Swift External Ref#: Ncpvhhaelqaagaad 135,000 Par Value At 100 % 91282CNT4 *ACCOUNT 6746050802*	135,000.000	.00	- 135,000.00	135,000.00
08/28/2025	Purchased 330,000 Par Value Of U S Treasury Nt 4.250% 8/15/35 Trade Date 8/28/25 Purchased Through Ubs Securities LLC Swift External Ref#: Ncygc0Qcxaaa4Aad 330,000 Par Value At 100 % 91282CNT4 *ACCOUNT 6746050802*	330,000.000	.00	- 330,000.00	330,000.00

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/29/2025	Purchased 60,000 Par Value Of U S Treasury Nt 4.250% 8/15/35 Trade Date 8/29/25 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: Nczaojycxaaaoaad 60,000 Par Value At 100.22656667 % 91282CNT4 *ACCOUNT 6746050802*	60,000.000	.00	- 60,135.94	60,135.94
Total U S Treasury Nt 4.250% 8/15/35		**660,000.000**	**.00**	**- 660,135.94**	**660,135.94**
Total Government Issues		**861,000.000**	**.00**	**- 859,826.38**	**859,826.38**
Corporate Issues					
08/04/2025	Purchased 15,000 Par Value Of Altria Group Inc 4.500% 8/06/30 Trade Date 8/4/25 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: Ncirjvycvqabmaad 15,000 Par Value At 99.558 % 02209SBU6 *ACCOUNT 6746050802*	15,000.000	.00	- 14,933.70	14,933.70
Total Altria Group Inc 4.500% 8/06/30		**15,000.000**	**.00**	**- 14,933.70**	**14,933.70**
08/25/2025	Purchased 30,000 Par Value Of Assurant Inc 2.650% 1/15/32 Trade Date 8/25/25 Purchased Through Stifel, Nicolaus & Co.,Inc. Swift External Ref#: Ncwnbfycxaabuaad 30,000 Par Value At 87.159 % 04621XAN8 *ACCOUNT 6746050802*	30,000.000	.00	- 26,147.70	26,147.70
Total Assurant Inc 2.650% 1/15/32		**30,000.000**	**.00**	**- 26,147.70**	**26,147.70**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/07/2025	Purchased 25,000 Par Value Of Rollins Inc 5.250% 2/24/35 Trade Date 8/7/25 Purchased Through Stifel, Nicolaus & Co.,Inc. Swift External Ref#: Ncknrdacvqaa2Aad 25,000 Par Value At 100.822 % 775711AC8 *ACCOUNT 6746050802*	25,000.000	.00	- 25,205.50	25,205.50
Total Rollins Inc 5.250% 2/24/35		**25,000.000**	**.00**	**- 25,205.50**	**25,205.50**
08/26/2025	Purchased 20,000 Par Value Of Targa Res L P 4.875% 2/01/31 Trade Date 8/26/25 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: Ncw4Xnacxaab0Aad 20,000 Par Value At 99.7 % 87612BBS0 *ACCOUNT 6746050802*	20,000.000	.00	- 19,940.00	19,940.00
Total Targa Res L P 4.875% 2/01/31		**20,000.000**	**.00**	**- 19,940.00**	**19,940.00**
Total Corporate Issues		**90,000.000**	**.00**	**- 86,226.90**	**86,226.90**
Foreign Issues					
08/27/2025	Purchased 10,000 Par Value Of Alcan Inc 7.250% 11/01/28 Trade Date 8/27/25 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: Ncxs0Micxaaauaad 10,000 Par Value At 107.814 % 013716AN5 *ACCOUNT 6746050802*	10,000.000	.00	- 10,781.40	10,781.40
Total Alcan Inc 7.250% 11/01/28		**10,000.000**	**.00**	**- 10,781.40**	**10,781.40**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Foreign Issues		**10,000.000**	**.00**	**- 10,781.40**	**10,781.40**
Mutual Funds-Equity					
08/18/2025	Purchased 383.12 Shares Lazard Cl List Infrastr Inst @ 17.72 USD Through Reinvestment Of Cap Gain Dist 8/18/25 52106N459 *ACCOUNT 6746050800*	383.120	.00	- 6,788.89	6,788.89
Total Lazard Cl List Infrastr Inst		**383.120**	**.00**	**- 6,788.89**	**6,788.89**
Total Mutual Funds-Equity		**383.120**	**.00**	**- 6,788.89**	**6,788.89**
Total Purchases		**1,196,919.550**	**.00**	**- 1,199,160.00**	**1,199,160.00**

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
08/01/2025	Sold 15,020.28 Units Of First Am Govt Ob Fd Cl X Trade Date 8/1/25 31846V336 *ACCOUNT 6746050802*	- 15,020.280	.00	15,020.28	- 15,020.28	.00
08/04/2025	Sold 25,126.28 Units Of First Am Govt Ob Fd Cl X Trade Date 8/4/25 31846V336 *ACCOUNT 6746050802*	- 25,126.280	.00	25,126.28	- 25,126.28	.00
08/06/2025	Sold 13,675.6 Units Of First Am Govt Ob Fd Cl X Trade Date 8/6/25 31846V336 *ACCOUNT 6746050802*	- 13,675.600	.00	13,675.60	- 13,675.60	.00
08/08/2025	Sold 495.51 Units Of First Am Govt Ob Fd Cl X Trade Date 8/8/25 31846V336 *ACCOUNT 6746050802*	- 495.510	.00	495.51	- 495.51	.00
08/15/2025	Sold 127,379.84 Units Of First Am Govt Ob Fd Cl X Trade Date 8/15/25 31846V336 *ACCOUNT 6746050802*	- 127,379.840	.00	127,379.84	- 127,379.84	.00
08/26/2025	Sold 2,048.02 Units Of First Am Govt Ob Fd Cl X Trade Date 8/26/25 31846V336 *ACCOUNT 6746050800*	- 2,048.020	.00	2,048.02	- 2,048.02	.00

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/26/2025	Sold 877.07 Units Of First Am Govt Ob Fd Cl X Trade Date 8/26/25 31846V336 *ACCOUNT 6746050802*	- 877.070	.00	877.07	- 877.07	.00
08/28/2025	Sold 11,017.03 Units Of First Am Govt Ob Fd Cl X Trade Date 8/28/25 31846V336 *ACCOUNT 6746050802*	- 11,017.030	.00	11,017.03	- 11,017.03	.00
08/28/2025	Sold 12.65 Units Of First Am Govt Ob Fd Cl X Trade Date 8/28/25 31846V336 *ACCOUNT 6746050802*	- 12.650	.00	12.65	- 12.65	.00
08/29/2025	Sold 1,839.29 Units Of First Am Govt Ob Fd Cl X Trade Date 8/29/25 31846V336 *ACCOUNT 6746050800*	- 1,839.290	.00	1,839.29	- 1,839.29	.00
Total First Am Govt Ob Fd Cl X		**- 197,491.570**	**.00**	**197,491.57**	**- 197,491.57**	**.00**
Total Cash And Equivalents		**- 197,491.570**	**.00**	**197,491.57**	**- 197,491.57**	**.00**
US Government Issues						
08/25/2025	Paid Down 3,183.83 Par Value Of F H L M C #Sd8237 4.000% 7/01/52 For Record Date Of July Due 8/25/25 July FHLMC Due 8/25/25 3132DWEJ8 *ACCOUNT 6746050802*	- 3,183.830	.00	3,183.83	- 2,830.13	353.70

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total F H L M C #Sd8237 4.000% 7/01/52		**- 3,183.830**	**.00**	**3,183.83**	**- 2,830.13**	**353.70**
08/25/2025	Paid Down 455.98 Par Value Of F H L M C #Sd8244 4.000% 9/01/52 For Record Date Of July Due 8/25/25 July FHLMC Due 8/25/25 3132DWER0 *ACCOUNT 6746050802*	- 455.980	.00	455.98	- 427.69	28.29
Total F H L M C #Sd8244 4.000% 9/01/52		**- 455.980**	**.00**	**455.98**	**- 427.69**	**28.29**
08/25/2025	Paid Down 3,211.76 Par Value Of F H L M C #Sd8288 5.000% 12/01/52 For Record Date Of July Due 8/25/25 July FHLMC Due 8/25/25 3132DWF57 *ACCOUNT 6746050802*	- 3,211.760	.00	3,211.76	- 3,036.12	175.64
Total F H L M C #Sd8288 5.000% 12/01/52		**- 3,211.760**	**.00**	**3,211.76**	**- 3,036.12**	**175.64**
08/25/2025	Paid Down 592.78 Par Value Of F H L M C #Sd8494 5.500% 1/01/55 For Record Date Of July Due 8/25/25 July FHLMC Due 8/25/25 3132DWNK5 *ACCOUNT 6746050802*	- 592.780	.00	592.78	- 583.45	9.33
Total F H L M C #Sd8494 5.500% 1/01/55		**- 592.780**	**.00**	**592.78**	**- 583.45**	**9.33**
08/25/2025	Paid Down 412.64 Par Value Of F N M A #Cb8133 5.000% 3/01/54 For Record Date Of July Due 8/25/25 July FNMA Due 8/25/25 3140QUBB1 *ACCOUNT 6746050802*	- 412.640	.00	412.64	- 399.23	13.41

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total F N M A #Cb8133 5.000% 3/01/54		**- 412.640**	**.00**	**412.64**	**- 399.23**	**13.41**
08/25/2025	Paid Down 1,836.22 Par Value Of F N M A #Ma4838 3.500% 11/01/52 For Record Date Of July Due 8/25/25 July FNMA Due 8/25/25 31418ELU2 *ACCOUNT 6746050802*	- 1,836.220	.00	1,836.22	- 1,573.41	262.81
Total F N M A #Ma4838 3.500% 11/01/52		**- 1,836.220**	**.00**	**1,836.22**	**- 1,573.41**	**262.81**
08/25/2025	Paid Down 2,504.51 Par Value Of F N M A #Ma4867 4.500% 12/01/52 For Record Date Of July Due 8/25/25 July FNMA Due 8/25/25 31418EMR8 *ACCOUNT 6746050802*	- 2,504.510	.00	2,504.51	- 2,299.06	205.45
Total F N M A #Ma4867 4.500% 12/01/52		**- 2,504.510**	**.00**	**2,504.51**	**- 2,299.06**	**205.45**
08/25/2025	Paid Down 320.62 Par Value Of F N M A #Ma5759 5.000% 7/01/55 P & I Due 08/25/25 31418FMH7 *ACCOUNT 6746050802*	- 320.620	.00	320.62	- 311.87	8.75
Total F N M A #Ma5759 5.000% 7/01/55		**- 320.620**	**.00**	**320.62**	**- 311.87**	**8.75**
08/28/2025	Sold 44,000 Par Value Of U S Treasury Bd 4.625% 2/15/55 Trade Date 8/28/25 Sold Through Ubs Securities LLC Swift External Ref#: Ncyf5Yycxaabsaad 44,000 Par Value At 95.40625 % 912810UG1 *ACCOUNT 6746050802*	- 44,000.000	.00	41,978.75	- 42,175.55	- 196.80

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total U S Treasury Bd 4.625% 2/15/55		**- 44,000.000**	**.00**	**41,978.75**	**- 42,175.55**	**- 196.80**
08/07/2025	Sold 25,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/7/25 Sold Through Stifel, Nicolaus & Co.,Inc. Swift External Ref#: Ncknsdqcvqaaqaad 25,000 Par Value At 100.25 % 91282CNC1 *ACCOUNT 6746050802*	- 25,000.000	.00	25,062.50	- 24,617.11	445.39
08/12/2025	Sold 135,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/12/25 Sold Through Ubs Securities LLC Swift External Ref#: Ncn0Cayelqabaaad 135,000 Par Value At 100.08594074 % 91282CNC1 *ACCOUNT 6746050802*	- 135,000.000	.00	135,116.02	- 132,932.40	2,183.62
08/15/2025	Sold 140,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/15/25 Sold Through Ubs Securities LLC Swift External Ref#: Ncpvhqqelqacgaad 140,000 Par Value At 100.0625 % 91282CNC1 *ACCOUNT 6746050802*	- 140,000.000	.00	140,087.50	- 137,855.82	2,231.68
08/28/2025	Sold 338,000 Par Value Of U S Treasury Nt 4.250% 5/15/35 Trade Date 8/28/25 Sold Through Ubs Securities LLC Swift External Ref#: Ncyf5Pacxaaa4Aad 338,000 Par Value At 100.078127 % 91282CNC1 *ACCOUNT 6746050802*	- 338,000.000	.00	338,264.07	- 332,823.34	5,440.73

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total U S Treasury Nt 4.250% 5/15/35		**- 638,000.000**	**.00**	**638,530.09**	**- 628,228.67**	**10,301.42**
08/28/2025	Sold 11,000 Par Value Of U S Treasury Nt 4.500% 11/15/54 Trade Date 8/28/25 Sold Through Ubs Securities LLC Swift External Ref#: Ncygbkycxaaaeaad 11,000 Par Value At 93.40627273 % 912810UE6 *ACCOUNT 6746050802*	- 11,000.000	.00	10,274.69	- 10,893.90	- 619.21
Total U S Treasury Nt 4.500% 11/15/54		**- 11,000.000**	**.00**	**10,274.69**	**- 10,893.90**	**- 619.21**
Total Government Issues		**- 705,518.340**	**.00**	**703,301.87**	**- 692,759.08**	**10,542.79**
Corporate Issues						
08/11/2025	Sold 11,000 Par Value Of Applovin Corp Sr 5.125% 12/01/29 Trade Date 8/11/25 Sold Through Citigroup Global Markets Inc. Swift External Ref#: Ncm43Hqelqaayaad 11,000 Par Value At 101.744 % 03831WAB4 *ACCOUNT 6746050802*	- 11,000.000	.00	11,191.84	- 10,995.82	196.02
Total Applovin Corp Sr 5.125% 12/01/29		**- 11,000.000**	**.00**	**11,191.84**	**- 10,995.82**	**196.02**
08/19/2025	Sold 16,000 Par Value Of Broadcom Inc 4.600% 7/15/30 Trade Date 8/19/25 Sold Through Pershing LLC Swift External Ref#: Ncsmrsqegqaa0Aad 16,000 Par Value At 100.634 % 11135FCK5 *ACCOUNT 6746050802*	- 16,000.000	.00	16,101.44	- 15,970.58	130.86

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Broadcom Inc 4.600% 7/15/30		**- 16,000.000**	**.00**	**16,101.44**	**- 15,970.58**	**130.86**
08/05/2025	Sold 15,000 Par Value Of Eog Res Inc 5.000% 7/15/32 Trade Date 8/5/25 Sold Through BofA Securities, Inc. Swift External Ref#: Ncjfhjqcvqabqaad 15,000 Par Value At 101.536 % 26875PAY7 *ACCOUNT 6746050802*	- 15,000.000	.00	15,230.40	- 14,968.80	261.60
08/14/2025	Sold 15,000 Par Value Of Eog Res Inc 5.000% 7/15/32 Trade Date 8/14/25 Sold Through Bmo Capital Markets Corp/Bonds Swift External Ref#: Ncpasgqelqaaeaad 15,000 Par Value At 101.173 % 26875PAY7 *ACCOUNT 6746050802*	- 15,000.000	.00	15,175.95	- 14,968.80	207.15
Total Eog Res Inc 5.000% 7/15/32		**- 30,000.000**	**.00**	**30,406.35**	**- 29,937.60**	**468.75**
08/28/2025	Sold 15,000 Par Value Of Nissan Auto Rec Own 4.490% 12/17/29 Trade Date 8/28/25 Sold Through Td Securities (USA) Swift External Ref#: 8524003223370953 15,000 Par Value At 101.06253333 % 65481GAD7 *ACCOUNT 6746050802*	- 15,000.000	.00	15,159.38	- 14,997.12	162.26
Total Nissan Auto Rec Own 4.490% 12/17/29		**- 15,000.000**	**.00**	**15,159.38**	**- 14,997.12**	**162.26**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/25/2025	Sold 24,000 Par Value Of Reinsurance Group 5.750% 9/15/34 Trade Date 8/25/25 Sold Through Stifel, Nicolaus & Co.,Inc. Swift External Ref#: Ncwncaqcxaaa4Aad 24,000 Par Value At 103.1 % 759351AS8 *ACCOUNT 6746050802*	- 24,000.000	.00	24,744.00	- 23,925.88	818.12
Total Reinsurance Group 5.750% 9/15/34		**- 24,000.000**	**.00**	**24,744.00**	**- 23,925.88**	**818.12**
08/26/2025	Sold 20,000 Par Value Of Targa Res Corp 4.900% 9/15/30 Trade Date 8/26/25 Sold Through BofA Securities, Inc. Swift External Ref#: Ncw4R0Icxaaa2Aad 20,000 Par Value At 101.366 % 87612GAP6 *ACCOUNT 6746050802*	- 20,000.000	.00	20,273.20	- 19,974.00	299.20
Total Targa Res Corp 4.900% 9/15/30		**- 20,000.000**	**.00**	**20,273.20**	**- 19,974.00**	**299.20**
08/15/2025	Paid Down 5,490.33 Par Value Of Toyota Auto Rec 1.020% 3/15/27 Trade Date 8/15/25 89238JAD7 *ACCOUNT 6746050802*	- 5,490.330	.00	5,490.33	- 5,033.09	457.24
Total Toyota Auto Rec 1.020% 3/15/27		**- 5,490.330**	**.00**	**5,490.33**	**- 5,033.09**	**457.24**
08/25/2025	Paid Down 924.99 Par Value Of United Air 2019 1 4.150% 2/25/33 Trade Date 8/25/25 90931CAA6 *ACCOUNT 6746050802*	- 924.990	.00	924.99	- 874.45	50.54

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total United Air 2019 1 4.150% 2/25/33		**- 924.990**	**.00**	**924.99**	**- 874.45**	**50.54**
08/15/2025	Matured 26,315.14 Par Value Of United Airlines 4.300% 8/15/25 Trade Date 8/15/25 26,315.14 Par Value At 100 % 909319AA3 *ACCOUNT 6746050802*	- 26,315.140	.00	26,315.14	- 25,024.12	1,291.02
Total United Airlines 4.300% 8/15/25		**- 26,315.140**	**.00**	**26,315.14**	**- 25,024.12**	**1,291.02**
08/28/2025	Sold 20,000 Par Value Of World Omni Auto Rec 4.990% 3/15/30 Trade Date 8/28/25 Sold Through Bnp Paribas Sec Corp Swift External Ref#: 8524003223371404 20,000 Par Value At 101.0625 % 98164YAD3 *ACCOUNT 6746050802*	- 20,000.000	.00	20,212.50	- 19,998.52	213.98
Total World Omni Auto Rec 4.990% 3/15/30		**- 20,000.000**	**.00**	**20,212.50**	**- 19,998.52**	**213.98**
Total Corporate Issues		**- 168,730.460**	**.00**	**170,819.17**	**- 166,731.18**	**4,087.99**
Foreign Issues						
08/19/2025	Sold 20,000 Par Value Of Bhp Billiton Fin 5.125% 2/21/32 Trade Date 8/19/25 Sold Through Goldman Sachs & Co. LLC Swift External Ref#: Ncsjvpaegqabeaad 20,000 Par Value At 102.807 % 055451BK3 *ACCOUNT 6746050802*	- 20,000.000	.00	20,561.40	- 19,917.60	643.80
Total Bhp Billiton Fin 5.125% 2/21/32		**- 20,000.000**	**.00**	**20,561.40**	**- 19,917.60**	**643.80**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Foreign Issues		**- 20,000.000**	**.00**	**20,561.40**	**- 19,917.60**	**643.80**
Mutual Funds-Equity						
08/07/2025	Receive Lt Capital Gains Distribution On Emerald Growth Institutional 2.2272 USD/Share On 2,483.456 Shares Due 8/7/25 Lt Capital Gain Of 5,531.20 USD On Federal Cost 317609253 *ACCOUNT 6746050800*	.000	.00	5,531.20	.00	5,531.20
Total Emerald Growth Institutional		**.000**	**.00**	**5,531.20**	**.00**	**5,531.20**
08/15/2025	Receive Lt Capital Gains Distribution On Lazard Cl List Infrastr Inst 0.4734 USD/Share On 10,949.081 Shares Due 8/18/25 Lt Capital Gain Of 5,182.82 USD On Federal Cost 52106N459 *ACCOUNT 6746050800*	.000	.00	5,182.82	.00	5,182.82
08/15/2025	Receive ST Capital Gains Distribution On Lazard Cl List Infrastr Inst 0.1467 USD/Share On 10,949.081 Shares Due 8/18/25 ST Capital Gain Of 1,606.07 USD On Federal Cost 52106N459 *ACCOUNT 6746050800*	.000	.00	1,606.07	.00	1,606.07
Total Lazard Cl List Infrastr Inst		**.000**	**.00**	**6,788.89**	**.00**	**6,788.89**
Total Mutual Funds-Equity		**.000**	**.00**	**12,320.09**	**.00**	**12,320.09**
Total Sales And Maturities		**- 1,091,740.370**	**.00**	**1,104,494.10**	**- 1,076,899.43**	**27,594.67**

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

PENDING TRADES

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Purchases					
08/29/2025	09/02/2025	Purchased 60,000 Par Value Of U S Treasury Nt 4.250% 8/15/35 Trade Date 8/29/25 Purchased Through Wells Fargo Securities, LLC Purchased On The Off-Exchange Transactions - Li Swift External Ref#: Nczaojycxaaaoaad 60,000 Par Value At 100.22656667 % 91282CNT4 *ACCOUNT 6746050802*	60,000.000	60,135.94	- 60,135.94
Total Purchases			**60,000.000**	**60,135.94**	**- 60,135.94**
Net Trades Pending Settlement			**60,000.000**	**60,135.94**	**- 60,135.94**

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MATURITY SUMMARY			
2025	.00	.00	0.00
2026	32,765.15	32,660.39	0.69
2027	126,635.05	125,584.48	2.69
2028	383,886.24	385,980.81	8.25
2029	225,765.67	232,966.34	4.98
2030	315,000.00	319,858.90	6.83
2031	130,000.00	131,724.60	2.82
2032	653,000.00	659,005.73	14.07
2033	143,378.36	141,909.00	3.03
2034	53,000.00	55,507.35	1.18
2035 - 2039	841,000.00	848,937.73	18.12
2040 - 2044	296,000.00	200,336.05	4.27
2045 - 2049	.00	.00	0.00
2050 - 2054	1,486,912.58	1,327,473.58	28.34
OVER 2054	225,282.93	221,893.19	4.73
Total	**4,912,625.98**	**4,683,838.15**	**100.00**
MOODY'S RATING			
Aaa	365,000.00	366,786.05	7.83
Aa1	268,000.00	256,929.08	5.49
Aa3	80,378.36	79,111.30	1.69
A1	150,765.67	153,477.04	3.28
A2	140,000.00	139,193.22	2.97
A3	92,000.00	91,963.52	1.96
Baa1	217,000.00	208,192.06	4.44
Baa2	348,000.00	338,213.54	7.22
Baa3	124,000.00	123,506.44	2.64
N/A	3,022,481.95	2,901,431.80	61.95
Not Provided	105,000.00	25,034.10	0.53
Total	**4,912,625.98**	**4,683,838.15**	**100.00**
S&P RATING			
AAA	230,635.05	230,957.89	4.93
AA	25,000.00	24,865.25	0.53

BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
AA-	15,000.00	14,389.20	0.31
A+	59,651.39	59,738.08	1.28
A	169,000.00	172,799.02	3.69
A-	216,765.67	216,897.99	4.63
BBB+	229,000.00	214,490.52	4.58
BBB	396,000.00	388,618.94	8.30
BBB-	83,000.00	85,478.20	1.82
BB+	20,000.00	19,753.00	0.42
N/A	3,363,573.87	3,230,815.96	68.98
Not Provided	105,000.00	25,034.10	0.53
Total	**4,912,625.98**	**4,683,838.15**	**100.00**

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

BOND QUALITY SCHEDULE

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Aaa Bonds						
Bmw Veh Owner Tr 3.440% 12/26/28 05602RAE1 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	100,000.000	99.7010	99,701.00	95,808.59	3,892.41	3.54
Daimler Trucks 5.770% 12/15/27 233874AC0 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	10,000.000	100.8640	10,086.40	9,999.11	87.29	5.37
First Natl Master 4.850% 2/15/30 32113CCE8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	30,000.000	102.0090	30,602.70	29,995.75	606.95	4.35
First Natl Mstr 8.24026% 4/16/29 32113CBV1 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	40,000.000	100.5400	40,216.00	39,920.31	295.69	8.07
Ford Cr Auto Owner 5.980% 6/15/28 345295AF6 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	45,000.000	101.6550	45,744.75	45,149.41	595.34	5.34
Ford Credit At 4.940% 6/15/28 345282AD9 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	40,000.000	100.9280	40,371.20	40,146.88	224.32	4.59
World Omni Aut Lea 5.570% 7/17/28 981944AE1 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	100,000.000	100.0640	100,064.00	98,414.06	1,649.94	5.55
Total Aaa Bonds			**366,786.05**	**359,434.11**	**7,351.94**	

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Aa1 Bonds						
U S Treasury Bd 3.875% 5/15/43 912810TS7 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	15,000.000	88.6480	13,297.20	13,760.74	- 463.54	4.84
U S Treasury Bd 4.125% 8/15/44 912810UD8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	92,000.000	90.8400	83,572.80	87,563.43	- 3,990.63	4.87
U S Treasury Bd 4.625% 5/15/55 912810UK2 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	55,000.000	97.2810	53,504.55	53,607.81	- 103.26	4.80
U S Treasury Nt 3.875% 7/31/27 91282CNP2 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	35,000.000	100.4140	35,144.90	35,133.01	11.89	3.65
U S Treasury Nt 3.875% 7/31/30 91282CNN7 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	25,000.000	100.8050	25,201.25	25,058.60	142.65	3.69
U S Treasury Nt 4.125% 7/31/32 91282CNR8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	46,000.000	100.4530	46,208.38	45,960.94	247.44	4.05
Total Aa1 Bonds			**256,929.08**	**261,084.53**	**- 4,155.45**	

Aa3 Bonds

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Advocate Health 3.829% 8/15/28 Next Call Date 05/15/2028 007589AA2 Standard & Poors Rating: AA *ACCOUNT 6746050802*	25,000.000	99.4610	24,865.25	24,687.75	177.50	4.02
Dte Elec Co 5.250% 5/15/35 Next Call Date 02/15/2035 23338VAY2 Standard & Poors Rating: A *ACCOUNT 6746050802*	15,000.000	102.0710	15,310.65	14,975.70	334.95	4.98
Meta Platforms Inc 5.400% 8/15/54 Next Call Date 02/15/2054 30303M8V7 Standard & Poors Rating: AA- *ACCOUNT 6746050802*	15,000.000	95.9280	14,389.20	14,940.15	- 550.95	5.69
United Air 2019 1 4.150% 2/25/33 90931CAA6 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	25,378.360	96.7210	24,546.20	23,991.68	554.52	4.67
Total Aa3 Bonds			**79,111.30**	**78,595.28**	**516.02**	
A1 Bonds						
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A- *ACCOUNT 6746050802*	20,000.000	96.0410	19,208.20	22,159.40	- 2,951.20	4.09
Commonwealth Edison 5.875% 2/01/33 202795HG8 Standard & Poors Rating: A *ACCOUNT 6746050802*	20,000.000	106.3490	21,269.80	20,078.40	1,191.40	4.85

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Delta Air Lines 5.000% 12/10/29 247361ZW1 Standard & Poors Rating: A- *ACCOUNT 6746050802*	25,765.670	94.9480	24,463.99	22,287.30	2,176.69	6.37
Jpmorgan Chase Co 5.766% 4/22/35 Next Call Date 04/22/2034 46647PEH5 Standard & Poors Rating: A *ACCOUNT 6746050802*	30,000.000	105.5990	31,679.70	31,778.40	- 98.70	5.03
Morgan Stanley 6.407% 11/01/29 Next Call Date 10/01/2029 61747YFH3 Standard & Poors Rating: A- *ACCOUNT 6746050802*	15,000.000	106.2980	15,944.70	15,506.40	438.30	4.72
Royal Bk Cda Fr Mtn 4.965% 1/24/29 Next Call Date 01/24/2028 78017DAA6 Standard & Poors Rating: A *ACCOUNT 6746050802*	25,000.000	101.8420	25,460.50	25,005.50	455.00	4.37
Wells Fargo Co Mtn 5.198% 1/23/30 Next Call Date 12/23/2029 95000U3J0 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	15,000.000	103.0010	15,450.15	15,000.00	450.15	4.44
Total A1 Bonds			**153,477.04**	**151,815.40**	**1,661.64**	
A2 Bonds						
American Express Co 4.918% 7/20/33 Next Call Date 07/20/2032 025816EK1 Standard & Poors Rating: A- *ACCOUNT 6746050802*	25,000.000	101.2790	25,319.75	25,000.00	319.75	4.72

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Canadian Imperial Bk 6.092% 10/03/33 Next Call Date 07/03/2033 13607LWW9 Standard & Poors Rating: A- *ACCOUNT 6746050802*	20,000.000	107.9480	21,589.60	20,797.60	792.00	4.89
Duke Energy 5.550% 3/15/54 Next Call Date 09/15/2053 26442EAL4 Standard & Poors Rating: A *ACCOUNT 6746050802*	25,000.000	97.0930	24,273.25	24,829.15	- 555.90	5.76
Goldman Sachs 1.948% 10/21/27 Next Call Date 10/21/2026 38141GYM0 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	27,000.000	97.3710	26,290.17	24,612.39	1,677.78	3.23
Southern Calif 5.875% 12/01/53 Next Call Date 06/01/2053 842400HX4 Standard & Poors Rating: A- *ACCOUNT 6746050802*	19,000.000	94.9670	18,043.73	17,553.91	489.82	6.26
Westar Energy Inc 3.100% 4/01/27 Next Call Date 01/01/2027 95709TAP5 Standard & Poors Rating: A *ACCOUNT 6746050802*	24,000.000	98.6530	23,676.72	22,472.51	1,204.21	3.99
Total A2 Bonds			**139,193.22**	**135,265.56**	**3,927.66**	
A3 Bonds						
Altria Group Inc 4.500% 8/06/30 Next Call Date 07/06/2030 02209SBU6 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	15,000.000	100.0250	15,003.75	14,933.70	70.05	4.49

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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
American Honda Mtn 4.850% 10/23/31 02665WFU0 Standard & Poors Rating: A- *ACCOUNT 6746050802*	25,000.000	101.3370	25,334.25	24,665.25	669.00	4.59
Ecolab Inc 4.300% 6/15/28 Next Call Date 05/15/2028 278865BQ2 Standard & Poors Rating: A- *ACCOUNT 6746050802*	12,000.000	100.8660	12,103.92	11,988.90	115.02	3.97
General Mtn 5.875% 1/14/38 36962G3P7 Standard & Poors Rating: A- *ACCOUNT 6746050802*	20,000.000	107.2480	21,449.60	21,043.91	405.69	5.08
Hsbc Hldgs Plc 2.804% 5/24/32 Next Call Date 05/24/2031 404280CT4 Standard & Poors Rating: A- *ACCOUNT 6746050802*	20,000.000	90.3600	18,072.00	16,809.60	1,262.40	4.48
Total A3 Bonds			**91,963.52**	**89,441.36**	**2,522.16**	
Baa1 Bonds						
American Wtr Cap 5.250% 3/01/35 Next Call Date 12/01/2034 03040WBF1 Standard & Poors Rating: A *ACCOUNT 6746050802*	20,000.000	101.7370	20,347.40	19,923.00	424.40	5.02
Arizona Pub 5.700% 8/15/34 Next Call Date 05/15/2034 040555DH4 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	10,000.000	103.6030	10,360.30	9,972.60	387.70	5.19

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Barclays Plc Sr Nt 5.690% 3/12/30 Next Call Date 03/12/2029 06738ECR4 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	20,000.000	104.0530	20,810.60	20,045.40	765.20	4.69
Bat Capital Corp 5.350% 8/15/32 Next Call Date 06/15/2032 05526DCB9 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	13,000.000	102.9310	13,381.03	12,989.60	391.43	4.85
Citizens Financial 6.645% 4/25/35 Next Call Date 04/25/2034 174610BG9 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	10,000.000	108.7580	10,875.80	10,008.87	866.93	5.46
Hubbell Inc 3.350% 3/01/26 Next Call Date 12/01/2025 443510AG7 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	10,000.000	99.4100	9,941.00	9,819.60	121.40	4.56
Huntington 5.272% 1/15/31 446150BE3 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	20,000.000	103.0950	20,619.00	20,000.00	619.00	4.61
Regeneron 2.800% 9/15/50 Next Call Date 03/15/2050 75886FAF4 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	35,000.000	59.3570	20,774.95	20,255.65	519.30	5.94
Regions Financial 5.722% 6/06/30 7591EPAU4 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	20,000.000	104.0900	20,818.00	20,000.00	818.00	4.75

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Santander Uk Group 4.858% 9/11/30 Next Call Date 08/11/2030 80281LAU9 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	101.2940	20,258.80	20,000.00	258.80	4.57
Suncor Energy Inc 5.950% 12/01/34 867229AD8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	13,000.000	104.1650	13,541.45	12,500.80	1,040.65	5.37
Synopsys Inc 5.150% 4/01/35 Next Call Date 01/01/2035 871607AE7 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	11,000.000	100.8680	11,095.48	10,975.80	119.68	5.03
Truist Mtn 5.071% 5/20/31 Next Call Date 05/20/2030 89788MAU6 Standard & Poors Rating: A- *ACCOUNT 6746050802*	15,000.000	102.4550	15,368.25	15,000.00	368.25	4.58
Total Baa1 Bonds			**208,192.06**	**201,491.32**	**6,700.74**	
Baa2 Bonds						
American Homes L P 4.950% 6/15/30 Next Call Date 05/15/2030 02666TAK3 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	101.9710	20,394.20	19,888.80	505.40	4.49
Assurant Inc 2.650% 1/15/32 Next Call Date 10/15/2031 04621XAN8 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	30,000.000	87.1830	26,154.90	26,147.70	7.20	5.03

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
At T Inc 2.550% 12/01/33 Next Call Date 09/01/2033 00206RMM1 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	30,000.000	84.1700	25,251.00	24,046.20	1,204.80	4.91
Black Hills Corp 6.000% 1/15/35 Next Call Date 10/15/2034 092113AX7 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	15,000.000	105.1810	15,777.15	14,968.05	809.10	5.29
Citigroup Inc Sub 6.174% 5/25/34 Next Call Date 05/25/2033 17327CAR4 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	30,000.000	105.3520	31,605.60	29,244.30	2,361.30	5.40
Constellation Brands 4.800% 5/01/30 Next Call Date 04/01/2030 21036PBS6 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	101.5310	20,306.20	19,974.70	331.50	4.43
Energy Transfer 8.250% 11/15/29 Next Call Date 08/15/2029 29273RBC2 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	25,000.000	113.9850	28,496.25	27,795.00	701.25	4.56
Essential Utils Inc 3.351% 4/15/50 Next Call Date 10/15/2049 29670GAE2 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	14,000.000	65.8780	9,222.92	8,620.08	602.84	6.03

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Extra Space Storage 5.700% 4/01/28 Next Call Date 03/01/2028 30225VAJ6 Standard & Poors Rating: BBB+ *ACCOUNT 6746050802*	5,000.000	103.3140	5,165.70	5,142.85	22.85	4.33
Gatx Corp 5.500% 6/15/35 Next Call Date 03/15/2035 361448BS1 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	15,000.000	101.8100	15,271.50	14,943.75	327.75	5.26
General Mtrs Finl Co 5.050% 4/04/28 37045XFE1 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	10,000.000	101.6530	10,165.30	9,998.00	167.30	4.37
Kinder Morgan Inc 5.150% 6/01/30 Next Call Date 05/01/2030 49456BBB6 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	25,000.000	102.8340	25,708.50	25,029.90	678.60	4.48
Motorola Solutions 5.550% 8/15/35 Next Call Date 05/15/2035 620076CC1 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	103.1270	20,625.40	19,972.20	653.20	5.14
Mplx LP 5.950% 4/01/55 Next Call Date 10/01/2054 55336VBZ2 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	15,000.000	94.3160	14,147.40	14,464.35	- 316.95	6.38
Plains All Amer Pipe 4.300% 1/31/43 Next Call Date 07/31/2042 72650RBC5 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	28,000.000	78.8470	22,077.16	19,544.00	2,533.16	6.32

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PARS/CITY OF BREA 115P PEN CONS
ACCOUNT 6746050899

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Pnc Finl Svcs Group 3.400% 12/15/69 Next Call Date 09/15/2026 693475BC8 Standard & Poors Rating: BBB- *ACCOUNT 6746050802*	10,000.000	96.7120	9,671.20	8,893.20	778.00	3.55
Targa Res L P 4.875% 2/01/31 87612BBS0 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	99.6130	19,922.60	19,940.00	- 17.40	4.96
Weyerhaeuser Co 7.375% 3/15/32 962166BR4 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	16,000.000	114.0660	18,250.56	17,236.48	1,014.08	4.84
Total Baa2 Bonds			**338,213.54**	**325,849.56**	**12,363.98**	
Baa3 Bonds						
Americold Rlty Oper 5.600% 5/15/32 Next Call Date 03/15/2032 03063UAB7 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	20,000.000	101.3880	20,277.60	20,077.80	199.80	5.35
Associated Banc Corp 6.455% 8/29/30 Next Call Date 08/29/2029 045487AD7 Standard & Poors Rating: BBB- *ACCOUNT 6746050802*	15,000.000	103.9770	15,596.55	15,098.16	498.39	5.53
Brown Brown Inc 6.250% 6/23/55 Next Call Date 12/12/2054 115236AN1 Standard & Poors Rating: BBB- *ACCOUNT 6746050802*	10,000.000	102.2380	10,223.80	9,975.80	248.00	6.09

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Flowers Foods Inc 6.200% 3/15/55 Next Call Date 09/15/2054 343498AE1 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	20,000.000	96.6910	19,338.20	19,866.00	- 527.80	6.45
Mattel Inc 5.450% 11/01/41 Next Call Date 05/01/2041 577081AW2 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	16,000.000	89.9040	14,384.64	12,916.16	1,468.48	6.47
Occidental 6.200% 3/15/40 674599DJ1 Standard & Poors Rating: BB+ *ACCOUNT 6746050802*	20,000.000	98.7650	19,753.00	20,474.20	- 721.20	6.33
Ovintiv Inc 6.250% 7/15/33 Next Call Date 04/15/2033 69047QAC6 Standard & Poors Rating: BBB- *ACCOUNT 6746050802*	23,000.000	104.0550	23,932.65	22,674.67	1,257.98	5.60
Total Baa3 Bonds			**123,506.44**	**121,082.79**	**2,423.65**	
N/A Bonds						
Alcan Inc 7.250% 11/01/28 Next Call Date 10/31/2028 013716AN5 Standard & Poors Rating: A *ACCOUNT 6746050802*	10,000.000	107.8100	10,781.00	10,781.40	- .40	4.57
Carmax Auto Owner 4.800% 3/15/30 14320AAD3 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	10,000.000	100.9920	10,099.20	9,998.53	100.67	4.56

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
F G Annuities Life 6.500% 6/04/29 Next Call Date 05/04/2029 30190AAF1 Standard & Poors Rating: BBB- *ACCOUNT 6746050802*	25,000.000	104.2160	26,054.00	25,012.10	1,041.90	5.25
F H L M C #Sd8237 4.000% 7/01/52 3132DWEJ8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	373,309.540	93.4970	349,033.22	331,837.16	17,196.06	4.41
F H L M C #Sd8244 4.000% 9/01/52 3132DWER0 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	66,909.080	93.4920	62,554.64	62,758.62	- 203.98	4.41
F H L M C #Sd8288 5.000% 12/01/52 3132DWF57 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	329,811.740	99.0870	326,800.56	311,775.18	15,025.38	5.06
F H L M C #Sd8494 5.500% 1/01/55 3132DWNK5 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	65,698.000	100.6020	66,093.50	64,663.77	1,429.73	5.46
F H L M C Mltcl Mtg 5.180% 3/25/29 3137HCKV3 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	60,000.000	103.6580	62,194.80	61,257.42	937.38	4.08
F N M A #Cb8133 5.000% 3/01/54 3140QUBB1 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	73,620.020	98.8390	72,765.29	71,227.38	1,537.91	5.08
F N M A #Ma4838 3.500% 11/01/52 31418ELU2 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	172,795.260	90.3890	156,187.91	148,063.96	8,123.95	4.09

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
F N M A #Ma4867 4.500% 12/01/52 31418EMR8 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	257,466.940	96.4760	248,393.81	236,346.61	12,047.20	4.73
F N M A #Ma5759 5.000% 7/01/55 31418FMH7 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	49,584.930	98.6480	48,914.54	48,231.03	683.51	5.09
Mercedes-Benz At 4.610% 4/16/29 58768YAD7 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	10,000.000	101.3610	10,136.10	9,998.78	137.32	4.20
Rollins Inc 5.250% 2/24/35 Next Call Date 11/24/2034 775711AC8 Standard & Poors Rating: BBB *ACCOUNT 6746050802*	25,000.000	100.6610	25,165.25	25,205.50	- 40.25	5.16
Ssm Health Care Corp 4.894% 6/01/28 Next Call Date 03/01/2028 784710AC9 Standard & Poors Rating: A+ *ACCOUNT 6746050802*	18,000.000	101.7620	18,317.16	17,646.48	670.68	4.21
Toyota Auto Rec 1.020% 3/15/27 89238JAD7 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	30,635.050	99.1880	30,386.29	28,083.72	2,302.57	1.55
U S Treas Bd Strip 8/15/44 912834NV6 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	125,000.000	.3780	47,251.25	52,895.00	- 5,643.75	0.00 *

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
U S Treasury Nt 3.875% 6/30/30 91282CNK3 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	30,000.000	100.8200	30,246.00	29,917.97	328.03	3.69
U S Treasury Nt 4.000% 4/30/32 91282CNA5 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	250,000.000	100.5780	251,445.00	247,822.27	3,622.73	3.90
U S Treasury Nt 4.250% 8/15/35 91282CNT4 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	660,000.000	100.2030	661,339.80	660,135.94	1,203.86	4.23
U S Treasury Nt 4.375% 1/31/32 91282CMK4 Standard & Poors Rating: N/A *ACCOUNT 6746050802*	258,000.000	102.7970	265,216.26	257,496.09	7,720.17	3.88
United Air 2014 1 A 4.000% 4/11/26 90932PAA6 Standard & Poors Rating: A+ *ACCOUNT 6746050802*	22,765.150	99.7990	22,719.39	22,096.31	623.08	4.33
United Air 2014 2 3.750% 3/03/28 90932QAA4 Standard & Poors Rating: A+ *ACCOUNT 6746050802*	18,886.240	99.0220	18,701.53	18,296.05	405.48	4.17
World Financial 4.620% 5/15/31 981464HU7 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	50,000.000	100.9610	50,480.50	49,751.95	728.55	4.43
World Omni Set Auto 5.510% 2/15/30 98164LAD1 Standard & Poors Rating: AAA *ACCOUNT 6746050802*	30,000.000	100.5160	30,154.80	30,106.64	48.16	5.38

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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME		SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Total N/A Bonds				**2,901,431.80**	**2,831,405.86**	**70,025.94**	
Not Rated Bonds							
U S Treas Bd Strip 912803HB2 Standard & Poors Rating: Not Rated *ACCOUNT 6746050802*	5/15/54	105,000.000	.2384	25,034.10	32,817.75	- 7,783.65	0.00 *
GRAND TOTAL				**4,683,838.15**	**4,588,283.52**	**95,554.63**	

BOND QUALITY SCHEDULE MESSAGES

*Yield to Maturity for zero rate bonds may display as zero.



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.
Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.
Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.
Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.
Amortization - The decrease in value of a premium bond until maturity.
Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).
Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.
Cash - Cash activity that includes both income and principal cash categories.
Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.
Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.
Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.
Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.
Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.
Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.
Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.
Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.
Market Value - The price per unit multiplied by the number of units.
Maturity Date - The date on which an obligation or note matures.
Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.
Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.
Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.
Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.
Trade Date - The date a trade is legally entered into.
Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.
Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.

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U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

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CITY OF BREA
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BREA, CA 92821-5792

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30- -01-B -62 -248-01
0101 -11-02877-01

Account Number: 6746050801
PARS/CITY OF BREA 115 POST
EMPLOYMENT BENEFIT TRUST OPEB

This statement is for the period from August 1, 2025 to August 31, 2025

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
RODION BUTYRSKI
18300 VON KARMAN
SUITE 500
IRVINE CA 92612
Phone: 949-224-7211
E-mail: rodion.butyrski@usbank.com

000000149 21 SP 000638031203125 P

CITY OF BREA
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BREA, CA 92821-5792

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PARS/CITY OF BREA 115P OPEB
ACCOUNT 6746050801

Period from August 1, 2025 to August 31, 2025

MARKET AND COST RECONCILIATION

	08/31/2025 MARKET	08/31/2025 BOOK VALUE
Beginning Market And Cost	**470,963.90**	**452,774.43**
Investment Activity		
Interest	42.75	42.75
Dividends	849.50	849.50
Realized Gain/Loss	356.88	356.88
Change In Unrealized Gain/Loss	6,900.31	.00
Net Accrued Income (Current-Prior)	- 82.23	- 82.23
Total Investment Activity	**8,067.21**	**1,166.90**
Plan Expenses		
Administrative Expenses*	- 66.10	- 66.10
Trust Fees	- 73.78	- 73.78
Total Plan Expenses	**- 139.88**	**- 139.88**
Net Change In Market And Cost	**7,927.33**	**1,027.02**
Ending Market And Cost	**478,891.23**	**453,801.45**

MARKET AND COST RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

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CASH RECONCILIATION

Beginning Cash	**.00**
Investment Activity	
Interest	42.75
Dividends	849.50
Cash Equivalent Purchases	- 221.72
Mutual Fund Purchases	- 1,027.41
Cash Equivalent Sales	139.88
Mutual Fund Sales	356.88
Total Investment Activity	**139.88**
Plan Expenses	
Administrative Expenses*	- 66.10
Trust Fees	- 73.78
Total Plan Expenses	**- 139.88**
Net Change In Cash	**.00**
Ending Cash	**.00**

CASH RECONCILIATION MESSAGES

* Includes Professional Fees, Contract Administrator Fees and Investment Advisory Fees

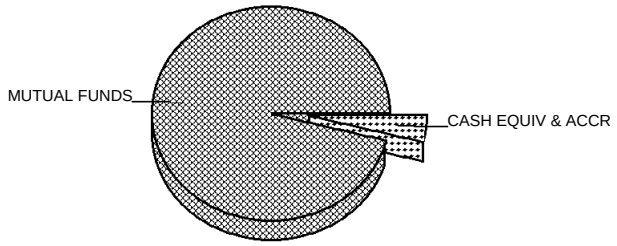
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PARS/CITY OF BREA 115P OPEB
ACCOUNT 6746050801

ASSET SUMMARY

ASSETS	08/31/2025 MARKET	08/31/2025 BOOK VALUE	% OF MARKET
Cash And Equivalents	12,207.66	12,207.66	2.55
Mutual Funds-Equity	242,534.13	221,127.06	50.64
Mutual Funds-Fixed Income	224,105.41	220,422.70	46.80
Total Assets	**478,847.20**	**453,757.42**	**99.99**
Accrued Income	44.03	44.03	0.01
Grand Total	**478,891.23**	**453,801.45**	**100.00**

Estimated Annual Income **13,574.11**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	12,207.660	12,207.66 1.0000	12,207.66	.00 .00	44.03	4.22
Total Money Markets	**12,207.660**	**12,207.66**	**12,207.66**	**.00** **.00**	**44.03**	**4.21**
Total Cash And Equivalents	**12,207.660**	**12,207.66**	**12,207.66**	**.00** **.00**	**44.03**	**4.21**
Mutual Funds						
Mutual Funds-Equity						
Cohen & Steers Instl Realty Shares 19247U106 Asset Minor Code 98	222.558	11,054.46 49.6700	10,901.32	153.14 213.66	.00	3.01
Columbia Small Cap Growth Inst3 19765Y340 Asset Minor Code 98	57.304	1,917.39 33.4600	1,577.00	340.39 120.34	.00	0.00
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	906.663	36,792.38 40.5800	34,164.46	2,627.92 326.39	.00	0.62
Fidelity International Index Fund 315911727 Asset Minor Code 98	293.847	17,213.56 58.5800	14,844.30	2,369.26 772.82	.00	2.66
Fidelity Emerging Markets Index Fund 316146331 Asset Minor Code 98	1,026.220	12,868.80 12.5400	12,500.00	368.80 277.08	.00	2.25

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PARS/CITY OF BREA 115P OPEB
ACCOUNT 6746050801

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Emerald Growth Institutional 317609253 Asset Minor Code 98	68.276	1,883.05 27.5800	1,800.67	82.38 - 24.31	.00	2.45
Goldman Sachs Gqg Ptnrs Intl Opps R6 38147N269 Asset Minor Code 98	283.985	6,426.58 22.6300	6,447.14	- 20.56 167.55	.00	2.00
Lazard Cl List Infrastr Inst 52106N459 Asset Minor Code 98	361.977	6,330.98 17.4900	6,035.51	295.47 - 209.15	.00	2.83
Mfs International Growth R6 552746356 Asset Minor Code 98	127.580	6,146.80 48.1800	5,515.72	631.08 122.47	.00	1.46
Nyli Cbre Global Infrastructure 56064L280 Asset Minor Code 98	410.365	5,979.02 14.5700	5,344.53	634.49 73.87	.00	2.09
Putnam Core Equity Fund Y 74676P839 Asset Minor Code 98	346.432	16,393.16 47.3200	15,040.65	1,352.51 391.47	.00	0.67
Schwab U S Large Cap Etf 808524201 Asset Minor Code 94	4,475.000	114,425.75 25.5700	102,154.76	12,270.99 2,371.75	.00	1.12
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	57.776	5,102.20 88.3100	4,801.00	301.20 287.15	.00	1.88
Total Mutual Funds-Equity	**8,637.983**	**242,534.13**	**221,127.06**	**21,407.07** **4,891.09**	**.00**	**1.38**
Mutual Funds-Fixed Income						
Baird Aggregate Bond Fd Instl 057071854 Asset Minor Code 99	6,228.167	61,534.29 9.8800	60,576.02	958.27 496.80	.00	4.10

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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
Dodge Cox Income 256210105 Asset Minor Code 99	2,807.936	35,885.42 12.7800	35,074.40	811.02 421.19	.00	4.18
Ishares Core U.S. Aggregate Bond Etf 464287226 Asset Minor Code 95	542.000	53,907.32 99.4600	52,863.17	1,044.15 455.28	.00	3.84
Nyli MacKay High Yield Corp Bd Fd R6 56063N881 Asset Minor Code 99	2,080.361	10,859.48 5.2200	10,747.46	112.02 41.38	.00	6.30
Pgim Total Return Bond Cl R6 74440B884 Asset Minor Code 99	3,428.304	41,482.48 12.1000	40,773.33	709.15 409.73	.00	4.71
Voya Intermediate Bond Fund Class R6 92913L569 Asset Minor Code 99	2,319.684	20,436.42 8.8100	20,388.32	48.10 184.84	.00	4.72
Total Mutual Funds-Fixed Income	**17,406.452**	**224,105.41**	**220,422.70**	**3,682.71** **2,009.22**	**.00**	**4.32**
Total Mutual Funds	**26,044.435**	**466,639.54**	**441,549.76**	**25,089.78** **6,900.31**	**.00**	**2.79**
Total Assets	**38,252.095**	**478,847.20**	**453,757.42**	**25,089.78** **6,900.31**	**44.03**	**2.83**
Accrued Income	**.000**	**44.03**	**44.03**			
Grand Total	**38,252.095**	**478,891.23**	**453,801.45**			

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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.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
12,207.660	First Am Govt Ob Fd Cl X 31846V336		09/02/25	0.04	42.75	44.03	42.75	44.03
Total Cash And Equivalents					**42.75**	**44.03**	**42.75**	**44.03**
Mutual Funds-Fixed Income								
6,228.167	Baird Aggregate Bond Fd Instl 057071854	08/26/25	08/27/25	0.41	.00	203.74	203.74	.00
542.000	Ishares Core U.S. Aggregate Bond Etf 464287226	08/01/25	08/06/25	3.82	.00	178.97	178.97	.00
2,080.361	Nyli MacKay High Yield Corp Bd Fd R6 56063N881	08/29/25	08/29/25	0.33	.00	58.15	58.15	.00
3,428.304	Pgim Total Return Bond Cl R6 74440B884	12/22/22	08/29/25	0.57	83.51	243.74	327.25	.00
2,319.684	Voya Intermediate Bond Fund Class R6 92913L569	08/31/25	08/31/25	0.42	.00	81.39	81.39	.00
Total Mutual Funds-Fixed Income					**83.51**	**765.99**	**849.50**	**.00**
Grand Total					**126.26**	**810.02**	**892.25**	**44.03**

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
First Am Govt Ob Fd Cl X 31846V336		
08/01/2025	Interest From 7/1/25 To 7/31/25	42.75
Total Interest		**42.75**
Dividends		
Baird Aggregate Bond Fd Instl 057071854		
08/26/2025	0.032821 USD/Share On 6,207.525 Shares Due 8/27/25 Dividend Payable 08/27/25	203.74
Ishares Core U.S. Aggregate Bond Etf 464287226		
08/06/2025	0.330212 USD/Share On 542 Shares Due 8/6/25	178.97
Nyli MacKay High Yield Corp Bd Fd R6 56063N881		
08/29/2025	0.0281 USD/Share On 2,069.221 Shares Due 8/29/25 Dividend Payable 08/29/25	58.15
Pgim Total Return Bond Cl R6 74440B884		
08/04/2025	July Dividends Payable	164.66
08/29/2025	Dividend From 8/1/25 To 8/29/25	162.59
Total Pgim Total Return Bond Cl R6		**327.25**
Voya Intermediate Bond Fund Class R6 92913L569		
08/31/2025	Dividend From 8/1/25 To 8/31/25	81.39

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total Dividends		**849.50**

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Administrative Expenses		
Contract Administrator Fees		
Administrative Fee		
08/29/2025	Paid To Phase II Systems Pars Trust Admin Fee Per Directive Dated 8/27/25	- 66.10
Total Administrative Fee		**- 66.10**
Total Contract Administrator Fees		**- 66.10**
Total Administrative Expenses		**- 66.10**
Trust Fees		
Trust Fees		
08/26/2025	Collected Charged For Period 07/01/2025 Thru 07/31/2025	- 73.78
Total Trust Fees		**- 73.78**
Total Trust Fees		**- 73.78**
Total Plan Expenses		**- 139.88**

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
08/04/2025	Purchased 42.75 Units Of First Am Govt Ob Fd Cl X Trade Date 8/4/25 31846V336	42.750	.00	- 42.75	42.75
08/06/2025	Purchased 178.97 Units Of First Am Govt Ob Fd Cl X Trade Date 8/6/25 31846V336	178.970	.00	- 178.97	178.97
Total First Am Govt Ob Fd Cl X		**221.720**	**.00**	**- 221.72**	**221.72**
Total Cash And Equivalents		**221.720**	**.00**	**- 221.72**	**221.72**
Mutual Funds-Equity					
08/08/2025	Purchased 5.404 Shares Emerald Growth Institutional @ 25.91 USD Through Reinvestment Of Cap Gain Dist 8/7/25 317609253	5.404	.00	- 140.03	140.03
Total Emerald Growth Institutional		**5.404**	**.00**	**- 140.03**	**140.03**
08/18/2025	Purchased 12.238 Shares Lazard Cl List Infrastr Inst @ 17.72 USD Through Reinvestment Of Cap Gain Dist 8/18/25 52106N459	12.238	.00	- 216.85	216.85
Total Lazard Cl List Infrastr Inst		**12.238**	**.00**	**- 216.85**	**216.85**
Total Mutual Funds-Equity		**17.642**	**.00**	**- 356.88**	**356.88**
Mutual Funds-Fixed Income					

00190701
30- -01-B -62 -248-01
0101 -11-02877-01

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/26/2025	Purchased 20.642 Shares Baird Aggregate Bond Fd Instl @ 9.87 USD Through Reinvestment Of Cash Dividend Due 8/27/25 057071854	20.642	.00	- 203.74	203.74
Total Baird Aggregate Bond Fd Instl		**20.642**	**.00**	**- 203.74**	**203.74**
08/29/2025	Purchased 11.14 Shares Nyli MacKay High Yield Corp Bd Fd R6 @ 5.22 USD Through Reinvestment Of Cash Dividend Due 8/29/25 56063N881	11.140	.00	- 58.15	58.15
Total Nyli MacKay High Yield Corp Bd Fd R6		**11.140**	**.00**	**- 58.15**	**58.15**
08/04/2025	Purchased 13.74 Shares Pgim Total Return Bond Cl R6 @ 11.98 USD Through Reinvestment Of Cash Dividend Due 7/31/25 Dividend Pgim Total Return Bond Cl R6 74440B884	13.740	.00	- 164.66	164.66
08/29/2025	Purchased 13.437 Shares Pgim Total Return Bond Cl R6 @ 12.10 USD Through Reinvestment Of Cash Dividend Due 8/29/25 74440B884	13.437	.00	- 162.59	162.59
Total Pgim Total Return Bond Cl R6		**27.177**	**.00**	**- 327.25**	**327.25**
08/31/2025	Purchased 9.238 Shares Voya Intermediate Bond Fund Class R6 @ 8.81 USD Through Reinvestment Of Cash Dividend Due 8/31/25 92913L569	9.238	.00	- 81.39	81.39
Total Voya Intermediate Bond Fund Class R6		**9.238**	**.00**	**- 81.39**	**81.39**

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30- -01-B -62 -248-01
0101 -11-02877-01

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Mutual Funds-Fixed Income		**68.197**	**.00**	**- 670.53**	**670.53**
Total Purchases		**307.559**	**.00**	**- 1,249.13**	**1,249.13**

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30- -01-B -62 -248-01
0101 -11-02877-01

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
08/26/2025	Sold 73.78 Units Of First Am Govt Ob Fd Cl X Trade Date 8/26/25 31846V336	- 73.780	.00	73.78	- 73.78	.00
08/29/2025	Sold 66.1 Units Of First Am Govt Ob Fd Cl X Trade Date 8/29/25 31846V336	- 66.100	.00	66.10	- 66.10	.00
Total First Am Govt Ob Fd Cl X		**- 139.880**	**.00**	**139.88**	**- 139.88**	**.00**
Total Cash And Equivalents		**- 139.880**	**.00**	**139.88**	**- 139.88**	**.00**
Mutual Funds-Equity						
08/07/2025	Receive Lt Capital Gains Distribution On Emerald Growth Institutional 2.2272 USD/Share On 62.872 Shares Due 8/7/25 Lt Capital Gain Of 140.03 USD On Federal Cost 317609253	.000	.00	140.03	.00	140.03
Total Emerald Growth Institutional		**.000**	**.00**	**140.03**	**.00**	**140.03**
08/15/2025	Receive Lt Capital Gains Distribution On Lazard Cl List Infrastr Inst 0.4734 USD/Share On 349.739 Shares Due 8/18/25 Lt Capital Gain Of 165.55 USD On Federal Cost 52106N459	.000	.00	165.55	.00	165.55

00190701
30- -01-B -62 -248-01
0101 -11-02877-01

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/15/2025	Receive ST Capital Gains Distribution On Lazard Cl List Infrastr Inst 0.1467 USD/Share On 349.739 Shares Due 8/18/25 ST Capital Gain Of 51.30 USD On Federal Cost 52106N459	.000	.00	51.30	.00	51.30
Total Lazard Cl List Infrastr Inst		**.000**	**.00**	**216.85**	**.00**	**216.85**
Total Mutual Funds-Equity		**.000**	**.00**	**356.88**	**.00**	**356.88**
Total Sales And Maturities		**- 139.880**	**.00**	**496.76**	**- 139.88**	**356.88**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon Trust Company

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	1.37
Average Coupon	2.11%
Average Purchase YTM	3.11%
Average Market YTM	3.87%
Average Credit Quality*	AA+
Average Final Maturity	1.45
Average Life	1.39

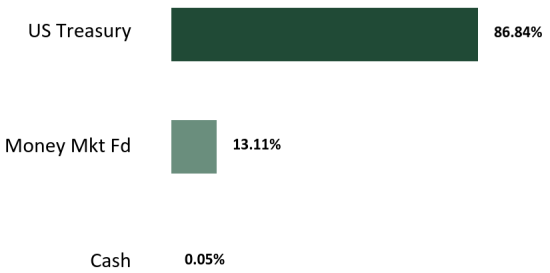
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	678,311.29	682,497.95
Accrued Interest	2,210.67	3,129.40
Total Market Value	**680,521.95**	**685,627.35**
Income Earned	1,659.88	1,777.63
Cont/WD	0.00	0.00
Par	694,468.48	694,786.27
Book Value	680,034.25	680,891.81
Cost Value	666,859.70	667,177.49

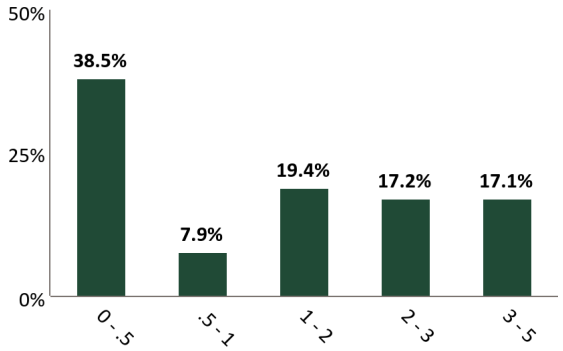
Top Issuers

Government of The United States	86.84%
Money Market Fund	13.11%

Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/18)
Brea CFD 2008 2 17 Reserve	0.75%	1.38%	3.74%	4.27%	5.19%	4.11%	1.73%	--	2.57%
Benchmark Return	1.34%	2.01%	5.40%	4.52%	5.50%	3.59%	0.35%	--	2.09%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 3-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

STATEMENT OF COMPLIANCE

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
MONEY MARKET FUND				
Max % (MV)	20.0	13.1	Compliant	
Max % Issuer (MV)	20.0	13.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	86.8	Compliant	
Max Maturity (Years)	5.0	3.7	Compliant	

RECONCILIATION SUMMARY

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**431.63**
Fiscal Year to Date	**848.33**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**319.13**
Fiscal Year to Date	**632.70**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	680,034.25	679,062.87
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	431.63	848.33
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(113.84)	(98.93)
Amortization/Accretion	539.77	1,079.54
Realized Gain (Loss)	0.00	0.00
Ending Book Value	680,891.81	680,891.81

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	678,311.29	678,678.76
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	431.63	848.33
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(113.84)	(98.93)
Amortization/Accretion	539.77	1,079.54
Change in Net Unrealized Gain (Loss)	3,329.10	1,990.24
Realized Gain (Loss)	0.00	0.00
Ending Market Value	682,497.95	682,497.95

HOLDINGS REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	317.79	--	317.79 317.79	1.00 0.00%	317.79 0.00	0.05% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**317.79**		**317.79** **317.79**	**1.00** **0.00%**	**317.79** **0.00**	**0.05%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
X9USDINVE	INVESCO TREASURY INST	89,468.48	-- 4.15%	89,468.48 89,468.48	1.00 4.15%	89,468.48 0.00	13.11% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**89,468.48**	**4.15%**	**89,468.48** **89,468.48**	**1.00** **4.15%**	**89,468.48** **0.00**	**13.11%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,999.11	98.78 4.15%	113,600.68 73.83	16.64% (1,398.42)	Aa1/AA+ AA+	0.33 0.32
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	60,000.00	01/19/2022 1.52%	57,309.38 59,722.16	98.47 4.16%	59,084.06 19.57	8.66% (638.10)	Aa1/AA+ AA+	0.42 0.40
912828R36	UNITED STATES TREASURY 1.625 05/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,025.13	98.41 3.94%	54,125.37 264.72	7.93% (899.76)	Aa1/AA+ AA+	0.70 0.68
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	60,000.00	07/05/2023 4.52%	55,328.91 58,326.32	97.89 3.81%	58,736.72 355.43	8.61% 410.40	Aa1/AA+ AA+	1.21 1.16
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	75,000.00	06/28/2022 3.28%	71,906.25 73,921.27	97.88 3.67%	73,406.25 527.60	10.76% (515.02)	Aa1/AA+ AA+	1.70 1.64
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	60,000.00	07/05/2023 4.35%	55,035.94 57,491.48	97.14 3.61%	58,282.03 399.86	8.54% 790.55	Aa1/AA+ AA+	2.21 2.11
9128284N7	UNITED STATES TREASURY 2.875 05/15/2028	60,000.00	07/05/2023 4.28%	56,332.03 57,960.40	98.16 3.59%	58,896.09 510.94	8.63% 935.69	Aa1/AA+ AA+	2.71 2.55
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	60,000.00	05/17/2024 4.45%	56,793.75 57,710.66	98.57 3.60%	59,144.53 555.37	8.67% 1,433.87	Aa1/AA+ AA+	3.21 2.99
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	60,000.00	05/17/2024 4.43%	54,543.75 55,949.01	95.73 3.62%	57,435.94 422.08	8.42% 1,486.93	Aa1/AA+ AA+	3.70 3.47
Total US Treasury		**605,000.00**	**2.95%**	**577,391.22** **591,105.54**	**97.98** **3.83%**	**592,711.68** **3,129.40**	**86.84%** **1,606.14**		**1.67** **1.58**

HOLDINGS REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				667,177.49	85.22	682,497.95	100.00%		1.45
Total Portfolio		**694,786.27**	**3.11%**	**680,891.81**	**3.87%**	**3,129.40**	**1,606.14**		**1.37**
Total Market Value + Accrued						**685,627.35**			

TRANSACTION LEDGER

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2025	X9USDINVE	112.50	INVESCO TREASURY INST	1.000	4.24%	(112.50)	0.00	(112.50)	0.00
Purchase	08/05/2025	X9USDINVE	319.13	INVESCO TREASURY INST	1.000	4.21%	(319.13)	0.00	(319.13)	0.00
Total Purchase			**431.63**				**(431.63)**	**0.00**	**(431.63)**	**0.00**
TOTAL ACQUISITIONS			**431.63**				**(431.63)**	**0.00**	**(431.63)**	**0.00**
OTHER TRANSACTIONS										
TOTAL OTHER TRANSACTIONS			**0.00**				**0.00**	**0.00**	**0.00**	**0.00**

INCOME EARNED

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Cash	0.00	112.50 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
CCYUSD	Receivable	317.79	319.13 0.00 0.00 317.79	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
X9USDINVE	INVESCO TREASURY INST	89,468.48	89,036.85 431.63 0.00 89,468.48	0.00 319.13 0.00 319.13	0.00 0.00 0.00 319.13	319.13
Total Cash & Equivalents		**89,786.27**	**89,468.48** **431.63** **0.00** **89,786.27**	**0.00** **319.13** **0.00** **319.13**	**0.00** **0.00** **0.00** **319.13**	**319.13**
FIXED INCOME						
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	07/05/2023 07/06/2023 60,000.00	57,394.88 0.00 0.00 57,491.48	286.14 0.00 399.86 113.72	96.60 0.00 96.60 210.32	210.32
9128284N7	UNITED STATES TREASURY 2.875 05/15/2028	07/05/2023 07/06/2023 60,000.00	57,896.34 0.00 0.00 57,960.40	365.63 0.00 510.94 145.31	64.06 0.00 64.06 209.37	209.37
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	05/17/2024 05/20/2024 60,000.00	57,650.05 0.00 0.00 57,710.66	397.42 0.00 555.37 157.95	60.61 0.00 60.61 218.55	218.55
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	05/17/2024 05/20/2024 60,000.00	55,856.13 0.00 0.00 55,949.01	302.04 0.00 422.08 120.04	92.89 0.00 92.89 212.93	212.93

INCOME EARNED

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828R36	UNITED STATES TREASURY 1.625 05/15/2026	01/19/2022 01/20/2022 55,000.00	55,028.17 0.00 0.00 55,025.13	189.44 0.00 264.72 75.29	0.00 (3.04) (3.04) 72.25	72.25
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	07/05/2023 07/06/2023 60,000.00	58,208.40 0.00 0.00 58,326.32	254.35 0.00 355.43 101.09	117.92 0.00 117.92 219.01	219.01
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	06/28/2022 06/29/2022 75,000.00	73,867.42 0.00 0.00 73,921.27	377.55 0.00 527.60 150.05	53.85 0.00 53.85 203.90	203.90
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,998.88 0.00 0.00 114,999.11	37.50 0.00 73.83 36.33	0.23 0.00 0.23 36.56	36.56
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	01/19/2022 01/20/2022 60,000.00	59,665.50 0.00 0.00 59,722.16	0.61 0.00 19.57 18.95	56.66 0.00 56.66 75.62	75.62
			590,565.77 **0.00** **0.00**	**2,210.67** **0.00** **3,129.40**	**542.81** **(3.04)** **539.77**	
Total Fixed Income		**605,000.00**	**591,105.54**	**918.73**	**1,458.50**	**1,458.50**
			680,034.25 **431.63** **0.00**	**2,210.67** **319.13** **3,129.40**	**542.81** **(3.04)** **539.77**	
TOTAL PORTFOLIO		**694,786.27**	**680,891.81**	**1,237.86**	**1,777.63**	**1,777.63**

CASH FLOW REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Dividend	825252406	0.00		317.79		317.79
September 2025 Total					**317.79**		**317.79**
NOVEMBER 2025							
11/17/2025	Coupon	9128283F5	60,000.00	UNITED STATES TREASURY 2.25 11/15/2027		675.00	675.00
11/17/2025	Coupon	9128284N7	60,000.00	UNITED STATES TREASURY 2.875 05/15/2028		862.50	862.50
11/17/2025	Coupon	9128285M8	60,000.00	UNITED STATES TREASURY 3.125 11/15/2028		937.50	937.50
11/17/2025	Coupon	9128286T2	60,000.00	UNITED STATES TREASURY 2.375 05/15/2029		712.50	712.50
11/17/2025	Coupon	912828R36	55,000.00	UNITED STATES TREASURY 1.625 05/15/2026		446.88	446.88
11/17/2025	Coupon	912828U24	60,000.00	UNITED STATES TREASURY 2.0 11/15/2026		600.00	600.00
11/17/2025	Coupon	912828X88	75,000.00	UNITED STATES TREASURY 2.375 05/15/2027		890.63	890.63
November 2025 Total						**5,125.00**	**5,125.00**
DECEMBER 2025							
12/31/2025	Coupon	91282CBC4	115,000.00	UNITED STATES TREASURY 0.375 12/31/2025		215.63	215.63
12/31/2025	Final Maturity	91282CBC4	115,000.00	UNITED STATES TREASURY 0.375 12/31/2025	115,000.00		115,000.00
December 2025 Total					**115,000.00**	**215.63**	**115,215.63**
FEBRUARY 2026							
02/02/2026	Coupon	91282CBH3	60,000.00	UNITED STATES TREASURY 0.375 01/31/2026		112.50	112.50
02/02/2026	Final Maturity	91282CBH3	60,000.00	UNITED STATES TREASURY 0.375 01/31/2026	60,000.00		60,000.00
February 2026 Total					**60,000.00**	**112.50**	**60,112.50**
MAY 2026							
05/15/2026	Coupon	9128283F5	60,000.00	UNITED STATES TREASURY 2.25 11/15/2027		675.00	675.00
05/15/2026	Coupon	9128284N7	60,000.00	UNITED STATES TREASURY 2.875 05/15/2028		862.50	862.50
05/15/2026	Coupon	9128285M8	60,000.00	UNITED STATES TREASURY 3.125 11/15/2028		937.50	937.50
05/15/2026	Coupon	9128286T2	60,000.00	UNITED STATES TREASURY 2.375 05/15/2029		712.50	712.50
05/15/2026	Coupon	912828R36	55,000.00	UNITED STATES TREASURY 1.625 05/15/2026		446.88	446.88
05/15/2026	Final Maturity	912828R36	55,000.00	UNITED STATES TREASURY 1.625 05/15/2026	55,000.00		55,000.00
05/15/2026	Coupon	912828U24	60,000.00	UNITED STATES TREASURY 2.0 11/15/2026		600.00	600.00

CASH FLOW REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	912828X88	75,000.00	UNITED STATES TREASURY 2.375 05/15/2027		890.63	890.63
May 2026 Total					**55,000.00**	**5,125.00**	**60,125.00**
Grand Total			**1,265,000.00**		**230,317.79**	**10,578.13**	**240,895.91**

IMPORTANT DISCLOSURES

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK INDEX & DISCLOSURES

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of August 31, 2025

Benchmark	Disclosure
ICE BofA 3-5 Yr US Treasury & Agency Index	The ICE BofA 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 6J.

August Outgoing Payment Log and City Disbursement Registers for August 15, 2025 , August 22, 2025, August 29, 2025, and September 5, 2025

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Receive and file the August Outgoing Payment Log and City Disbursement Registers.

Attachments

City Outgoing Payment Log-Aug 25.pdf
City Disbursement Register 08.15.25.pdf
City Disbursement Register 08.22.25.pdf
City Disbursement Register 08.29.25.pdf
City Disbursement Register 09.5.25.pdf

City of Brea
Outgoing Payment Log
AUGUST 2025

Effective Date	Vendor	Description		Amount
General Account Electronic Payments				
8/4/2025	Citizens Business Bank	FIN, PD, Ambulance credit card processing fees	$	317.53
8/4/2025	Tsys-Transfirst	Golf credit card processing fees		12,425.12
8/5/2025	Citizens Business Bank	FIN, PD, Ambulance credit card processing fees		738.91
8/6/2025	CALPERS	Medical payment		427,736.66
8/8/2025	ADP	ILJAOC Payroll service fee		154.47
8/8/2025	Brea Payroll	Brea staff payroll		1,151,338.73
8/8/2025	Brea Payroll	Employee deductions		127,052.44
8/8/2025	CA SDU	Child support payments		560.77
8/8/2025	EDD	Payroll State taxes		70,713.53
8/8/2025	IRS	Payroll Federal taxes		235,708.75
8/11/2025	CALPERS	Member retirement		288,453.17
8/11/2025	Tsys-Transfirst	Golf credit card processing fees		350.39
8/20/2025	ICMA	Retiree medical benefit		39,949.16
8/20/2025	Paymentus	Monthly service fee		9,440.31
8/20/2025	Telecheck	Telecheck processing fees		352.92
8/21/2025	CA Dept of Tax	Sales tax		764.53
8/21/2025	Citizens Business Bank	Monthly banking service fee		3,379.50
8/22/2025	Brea Payroll	Brea staff payroll		1,214,545.79
8/22/2025	Brea Payroll	Employee deductions		99,944.79
8/22/2025	CA SDU	Child support payments		556.15
8/22/2025	EDD	Payroll State taxes		77,825.64
8/22/2025	IRS	Payroll Federal taxes		255,368.07
8/25/2025	CALPERS	Member retirement		309,358.56
8/26/2025	IRS	Payroll Federal taxes		159.01
8/28/2025	ILJAOC Payroll	ILJAOC staff salary & payroll taxes		18,611.85
		Subtotal	$	4,345,806.75
Imprest Accounts				
	Various	Workers Compensation Claims		67,987.25
	Various	General Liability Claims		60,672.22
		Subtotal	$	128,659.47
		Total	**$**	**4,474,466.22**

City Disbursement Register

Between Aug 11, 2025 12:00 AM and Aug 15, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198806	AGILE OCCUPATIONAL MEDICINE PC	08/15/2025	32405	110141481	HR MED SVCS JUL25	$225.00
		AGILE OCCUPATIONAL MEDICINE PC			**Total Check Amount:**	**$225.00**
198807	BLUE CROSS OF CALIFORNIA	08/15/2025	33584	174000000	AMBULANCE SVCS REFUND	$2,762.65
		BLUE CROSS OF CALIFORNIA			**Total Check Amount:**	**$2,762.65**
198808	BLUE SHIELD OF CALIFORNIA	08/15/2025	33377	174000000	AMBULANCE SVCS REFUND	$353.99
		BLUE SHIELD OF CALIFORNIA			**Total Check Amount:**	**$353.99**
198809	BLUESPACE INTERIORS	08/15/2025	33047	181404250	BCC CHAIR CARTS	$3,230.35
		BLUESPACE INTERIORS			**Total Check Amount:**	**$3,230.35**
198810	BRANDWELL	08/15/2025	32326	110111151	BREA BRANDED MUGS	$560.99
		08/15/2025	32326	110141481	BREA BRANDED MUGS	$779.17
		08/15/2025	32326	110323214	BREA BRANDED MUGS	$779.17
		08/15/2025	32326	110404311	BREA BRANDED MUGS	$373.99
		BRANDWELL			**Total Check Amount:**	**$2,493.32**
198811	BUDILO CONSTRUCTION INC	08/15/2025	33593	420515131	CLA VALVE MAINT.	$4,906.69
		BUDILO CONSTRUCTION INC			**Total Check Amount:**	**$4,906.69**
198812	CALIF BUILDING STANDARDS COMMISSION	08/15/2025	20578	110000000	GBF 10% 24/25 Q1	($56.30)
		08/15/2025	20578	110	GRN BLDG FEE 24/25 Q1	$563.00
		CALIF BUILDING STANDARDS COMMISSION			**Total Check Amount:**	**$506.70**
198813	CALIFORNIA POLICE CHIEFS ASSN	08/15/2025	2688	110212111	25/26 CPCA DUES	$170.00
		CALIFORNIA POLICE CHIEFS ASSN			**Total Check Amount:**	**$170.00**
198814	CARLOS ENRIQUE - ROOFING SERVICES	08/15/2025	33654	840000000	BLD-2025-00609 REFUND	$65.00
		CARLOS ENRIQUE - ROOFING SERVICES			**Total Check Amount:**	**$65.00**
198815	CLA-VAL CO.	08/15/2025	15266	420515131	CLA VALVE PARTS	$6,658.96
		CLA-VAL CO.			**Total Check Amount:**	**$6,658.96**
198816	DIEGO MIGUEL CORONEL	08/15/2025	33653	110404215	TRX	$120.00
		DIEGO MIGUEL CORONEL			**Total Check Amount:**	**$120.00**
198817	COUNTY OF ORANGE	08/15/2025	4799	410515132	25/26 NPEDS FIXEDCOST	$1,246.32
		08/15/2025	4799	110212131	ANIMAL SHLTR 24/25 Q4	$117,444.45
		COUNTY OF ORANGE			**Total Check Amount:**	**$118,690.77**
198818	COUNTY OF ORANGE HEALTH CARE AGENCY	08/15/2025	19197	420515131	WTR QLTY INSP MAY25	$528.00
		COUNTY OF ORANGE HEALTH CARE AGENCY			**Total Check Amount:**	**$528.00**
198819	DENNIS GRUBB & ASSOCIATES	08/15/2025	32461	110000000	PLAN CHECK SVCS JUL25	($128.00)
		08/15/2025	32461	84022223P	PLAN CHECK SVCS JUL25	$2,128.00
		DENNIS GRUBB & ASSOCIATES			**Total Check Amount:**	**$2,000.00**
198820	DEPARTMENT OF CONSERVATION	08/15/2025	2278	110	STRNGMTN FEE 24/25 Q1	$900.22
		08/15/2025	2278	110000000	SM FEES 5% 24/25 Q1	($45.01)
		DEPARTMENT OF CONSERVATION			**Total Check Amount:**	**$855.21**

City Disbursement Register

Between Aug 11, 2025 12:00 AM and Aug 15, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198821	SOUTHERN CALIFORNIA EDISON	08/15/2025	3343	343515112	ELECTRICITY JULY 2025	$198.46
		08/15/2025	3343	110515121	ELECTRICITY JULY 2025	$24,051.89
		08/15/2025	3343	420515131	ELECTRICITY JULY 2025	$161,865.77
		08/15/2025	3343	490515151	ELECTRICITY JULY 2025	$73,151.48
		08/15/2025	3343	346515112	ELECTRICITY JULY 2025	$299.55
		08/15/2025	3343	430515123	ELECTRICITY JULY 2025	$23.29
		08/15/2025	3343	110515143	ELECTRICITY JULY 2025	$99.93
		08/15/2025	3343	341515112	ELECTRICITY JULY 2025	$110.53
		08/15/2025	3343	345515112	ELECTRICITY JULY 2025	$60.08
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$259,860.98**
198822	EMPLOYMENT DEVELOPMENT DEPT	08/15/2025	21188	470141483	94400736 UI APR-JUN25	$9,545.00
				EMPLOYMENT DEVELOPMENT DEPT	**Total Check Amount:**	**$9,545.00**
198823	EMPLOYMENT DEVELOPMENT DEPT	08/15/2025	7464	110	616106806 080825 PR	$100.00
				EMPLOYMENT DEVELOPMENT DEPT	**Total Check Amount:**	**$100.00**
198824	FC & MK TOMLINSON , LLC	08/15/2025	2550	420515131	24/25 CDWSTOCK-180SH	$163,386.72
				FC & MK TOMLINSON , LLC	**Total Check Amount:**	**$163,386.72**
198825	FERGUSON US HOLDINGS, INC	08/15/2025	33499	420515131	CLA-VALVE TAX	$1,025.33
		08/15/2025	33499	420515131	REPLACE BROKEN VALVE	$13,230.00
				FERGUSON US HOLDINGS, INC	**Total Check Amount:**	**$14,255.33**
198826	FORENSIC NURSE SPECIALISTS, INC.	08/15/2025	23336	110212121	SART EXAM	$3,000.00
				FORENSIC NURSE SPECIALISTS, INC.	**Total Check Amount:**	**$3,000.00**
198827	HDL COREN & CONE	08/15/2025	19972	110141431	24/25 ACFR STAT PKG	$795.00
				HDL COREN & CONE	**Total Check Amount:**	**$795.00**
198828	HYDROPRO SOLUTIONS	08/15/2025	31845	420515131	METERS	$2,896.26
				HYDROPRO SOLUTIONS	**Total Check Amount:**	**$2,896.26**
198829	INTERNATIONAL CODE COUNCIL (ICC)	08/15/2025	18336	110323241	BUILDING CODE UPDATE	$3,378.19
				INTERNATIONAL CODE COUNCIL (ICC)	**Total Check Amount:**	**$3,378.19**
198830	INTIME SOLUTIONS INC.	08/15/2025	20876	950000000	ILJAOC ISE JUL-SEPT25	$210,000.00
				INTIME SOLUTIONS INC.	**Total Check Amount:**	**$210,000.00**
198831	IRVINE RANCH WATER DISTRICT	08/15/2025	33652	420515131	CONSULTING FOR SSSMP	$4,794.84
				IRVINE RANCH WATER DISTRICT	**Total Check Amount:**	**$4,794.84**
198832	LAUREN YOUNG KYUNG KIM	08/15/2025	33596	110404215	ZUMBA	$120.00
				LAUREN YOUNG KYUNG KIM	**Total Check Amount:**	**$120.00**
198833	METER VALVE & CONTROL INC	08/15/2025	33266	420515131	ERTS FOR METERS	$12,319.70
				METER VALVE & CONTROL INC	**Total Check Amount:**	**$12,319.70**
198834	ODP BUSINESS SOLUTIONS, LLC	08/15/2025	31709	110212111	OFFICE SUPPLIES	$293.09
				ODP BUSINESS SOLUTIONS, LLC	**Total Check Amount:**	**$293.09**
198835	ORACLE AMERICA, INC.	08/15/2025	33166	951000000	ILJAOC CLD SVCS JUL25	$5,860.41

City Disbursement Register

Between Aug 11, 2025 12:00 AM and Aug 15, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198835	ORACLE AMERICA, INC.	08/15/2025	33166	951000000	PO/NON-PO ADJ	($5,860.41)
		08/15/2025	33166	950000000	ILJOAC CLD SVCS JUL25	$3,549.91
		08/15/2025	33166	951000000	ILJAOC CLD SVCS JUN25	$5,673.90
		08/15/2025	33166	951000000	ILJOAC CLD SVCS JUL25	$2,310.50
				ORACLE AMERICA, INC.	**Total Check Amount:**	**$11,534.31**
198836	ORIGINAL EQUIPMENT AUTO SUPPLY	08/15/2025	32413	480515161	BRAKE PADS	$81.56
		08/15/2025	32413	480515161	WIPERS	$10.81
		08/15/2025	32413	480515161	BRAKE PARTS	$200.27
				ORIGINAL EQUIPMENT AUTO SUPPLY	**Total Check Amount:**	**$292.64**
198837	PATRICK'S MUSIC SCHOOL	08/15/2025	31858	110404145	PIANO/DRUMS/VOICE	$950.40
				PATRICK'S MUSIC SCHOOL	**Total Check Amount:**	**$950.40**
198838	PUENTE HILLS FORD	08/15/2025	25742	480515161	HANDLE REPAIR	$223.21
		08/15/2025	25742	480515161	HEAD LIGHT REPAIR	$304.13
				PUENTE HILLS FORD	**Total Check Amount:**	**$527.34**
198839	SVT FLEET SOLUTIONS	08/15/2025	32752	480515161	ENGINE REPAIR	$6,891.70
				SVT FLEET SOLUTIONS	**Total Check Amount:**	**$6,891.70**
198840	TEAMSTERS & FOOD EMPLOYERS SECURITY	08/15/2025	33655	174000000	AMBLUANCE SVCS REFUND	$107.26
				TEAMSTERS & FOOD EMPLOYERS SECURITY	**Total Check Amount:**	**$107.26**
198841	WILLIAM M. TOMLINSON II	08/15/2025	12087	420515131	24/25 CDWC STOCK 8SH	$7,261.64
				WILLIAM M. TOMLINSON II	**Total Check Amount:**	**$7,261.64**
198842	TS GOVERNMENT SOLUTIONS, LLC	08/15/2025	28596	110404215	SVC CALL 7/25/25	$95.00
				TS GOVERNMENT SOLUTIONS, LLC	**Total Check Amount:**	**$95.00**
198843	TURNOUT MAINTENANCE COMPANY, LLC	08/15/2025	19898	110222221	TURNOUT MAINTENANCE	$344.80
				TURNOUT MAINTENANCE COMPANY, LLC	**Total Check Amount:**	**$344.80**
198844	UNIFIRST CORPORATION	08/15/2025	27988	110212131	PD LNDRY SVCS 7/21/25	$24.88
		08/15/2025	27988	110212131	PD LNDRY SVCS 7/28/25	$24.88
		08/15/2025	27988	110212131	PD LNDRY SVCS 7/7/25	$24.88
		08/15/2025	27988	110212131	PD LNDRY SVCS 7/14/25	$24.88
				UNIFIRST CORPORATION	**Total Check Amount:**	**$99.52**
198848	VERIZON WIRELESS	08/15/2025	21122	110141424	6119163374 6/23-7/22	$38.83
		08/15/2025	21122	110141431	6114138397 4/23-5/22	$20.02
		08/15/2025	21122	110141481	6116647413 5/23-6/22	$155.32
		08/15/2025	21122	110323212	6114138397 4/23-5/22	($26.84)
		08/15/2025	21122	110404311	6119163374 6/23-7/22	$38.83
		08/15/2025	21122	110404311	6119163380 623-722 CS	$1,118.56
		08/15/2025	21122	110404525	6114138397 4/23-5/22	$41.85
		08/15/2025	21122	110515125	6114138397 4/23-5/22	($1.34)

City Disbursement Register

Between Aug 11, 2025 12:00 AM and Aug 15, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198848	VERIZON WIRELESS	08/15/2025	21122	110515125	6119163379 623-722 PW	$11.65
		08/15/2025	21122	110515171	6119163377 623-722 CD	$38.83
		08/15/2025	21122	174222225	6119163374 6/23-7/22	$316.65
		08/15/2025	21122	410515124	6119163379 623-722 PW	$158.86
		08/15/2025	21122	430515123	6114138397 4/23-5/22	($70.42)
		08/15/2025	21122	440515122	6114138397 4/23-5/22	($10.72)
		08/15/2025	21122	440515122	6119163379 623-722 PW	$77.66
		08/15/2025	21122	460141474	6119163378 623-722 IT	$331.46
		08/15/2025	21122	110111143	6114138397 4/23-5/22	($26.84)
		08/15/2025	21122	110111151	6114138397 4/23-5/22	($41.93)
		08/15/2025	21122	110141411	6116647413 5/23-6/22	$20.02
		08/15/2025	21122	110141424	6114138397 4/23-5/22	$41.85
		08/15/2025	21122	110141424	6116647413 5/23-6/22	$38.83
		08/15/2025	21122	110141431	6116647413 5/23-6/22	$20.02
		08/15/2025	21122	110141441	6114138397 4/23-5/22	$41.85
		08/15/2025	21122	110141481	6119163374 6/23-7/22	$155.32
		08/15/2025	21122	110212121	6114138397 4/23-5/22	($753.64)
		08/15/2025	21122	110222223	6119163382 623-722 FR	$2,001.99
		08/15/2025	21122	110323212	6119163377 623-722 CD	$77.66
		08/15/2025	21122	110404311	6116647413 5/23-6/22	$38.83
		08/15/2025	21122	110404525	6119163374 6/23-7/22	$38.83
		08/15/2025	21122	110515141	6114138397 4/23-5/22	($8.03)
		08/15/2025	21122	110515141	6119163379 623-722 PW	$58.85
		08/15/2025	21122	110111143	6119163376 623-722 CM	$77.66
		08/15/2025	21122	110141411	6114138397 4/23-5/22	$20.02
		08/15/2025	21122	110141411	6119163374 6/23-7/22	$20.02
		08/15/2025	21122	110141431	6119163374 6/23-7/22	$20.02
		08/15/2025	21122	110141441	6119163374 6/23-7/22	$38.83
		08/15/2025	21122	110323231	6114138397 4/23-5/22	($16.80)
		08/15/2025	21122	110323241	6119163377 623-722 CD	$77.71
		08/15/2025	21122	110323243	6119163377 623-722 CD	$38.83
		08/15/2025	21122	110404525	6116647413 5/23-6/22	$38.83
		08/15/2025	21122	174222222	6119163382 623-722 FR	$2,046.41
		08/15/2025	21122	174222225	6116647413 5/23-6/22	$316.65
		08/15/2025	21122	234212143	6114138397 4/23-5/22	($560.00)
		08/15/2025	21122	420141421	6116647413 5/23-6/22	$120.03
		08/15/2025	21122	960000000	6116647413 5/23-6/22	$38.83

City Disbursement Register

Between Aug 11, 2025 12:00 AM and Aug 15, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198848	VERIZON WIRELESS	08/15/2025	21122	110515171	6114138397 4/23-5/22	($29.50)
		08/15/2025	21122	110515171	6119163379 623-722 PW	$116.49
		08/15/2025	21122	174222222	6114138397 4/23-5/22	($76.05)
		08/15/2025	21122	420515131	6114138397 4/23-5/22	($102.52)
		08/15/2025	21122	420515131	6119163379 623-722 PW	$825.84
		08/15/2025	21122	430515123	6119163379 623-722 PW	$589.25
		08/15/2025	21122	460141474	6114138397 4/23-5/22	($15.09)
		08/15/2025	21122	475141471	6114138397 4/23-5/22	($160.99)
		08/15/2025	21122	960000000	6114138397 4/23-5/22	$41.85
		08/15/2025	21122	110111151	6119163376 623-722 CM	$268.01
		08/15/2025	21122	110111161	6114138397 4/23-5/22	($15.09)
		08/15/2025	21122	110141441	6116647413 5/23-6/22	$38.83
		08/15/2025	21122	110141481	6114138397 4/23-5/22	$172.40
		08/15/2025	21122	110212121	6119163381 623-722 PD	$5,054.63
		08/15/2025	21122	110222223	6114138397 4/23-5/22	($271.37)
		08/15/2025	21122	110323231	6119163377 623-722 CD	$38.83
		08/15/2025	21122	110323241	6114138397 4/23-5/22	($28.51)
		08/15/2025	21122	110323243	6114138397 4/23-5/22	($13.42)
		08/15/2025	21122	110404311	6114138397 4/23-5/22	($74.02)
		08/15/2025	21122	174222225	6114138397 4/23-5/22	$325.69
		08/15/2025	21122	410515124	6114138397 4/23-5/22	($21.35)
		08/15/2025	21122	420141421	6114138397 4/23-5/22	$120.03
		08/15/2025	21122	420141421	6119163374 6/23-7/22	$120.03
		08/15/2025	21122	475141471	6119163378 623-722 IT	$31.33
		08/15/2025	21122	475141471	6119163382 623-722 FR	$51,834.20
		08/15/2025	21122	960000000	6119163374 6/23-7/22	$38.83
				VERIZON WIRELESS	**Total Check Amount:**	**$65,028.18**
198849	XEROX CORPORATION	08/15/2025	3349	110141441	DRUM PHIN/MATT	$145.45
				XEROX CORPORATION	**Total Check Amount:**	**$145.45**
					Check Subtotal	**$921,589.99**
V60112	ADMINISTRATIVE & PROF	08/15/2025	3344	110	4010 APEA MEMB 080825	$552.00
				ADMINISTRATIVE & PROF	**Total Check Amount:**	**$552.00**
V60113	THE ADVANTAGE GROUP	08/15/2025	24539	110	808C FSA URMED 080825	$5,135.61
		08/15/2025	24539	110	808B FSADEPCAR 080825	$2,827.48
				THE ADVANTAGE GROUP	**Total Check Amount:**	**$7,963.09**
V60114	ANNA CHAVEZ AGUSTIN	08/15/2025	31862	110404215	HIIT DANCE/ZUMBA	$576.00
				ANNA CHAVEZ AGUSTIN	**Total Check Amount:**	**$576.00**

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V60115	JUDY ALLEN	08/15/2025	20447	110404215	BODYPUMP/MAT PILATES	$544.00
		08/15/2025	20447	110404215	PERSONAL TRAINER	$364.80
				JUDY ALLEN	**Total Check Amount:**	**$908.80**
V60116	ALTERNATIVE HOSE, INC.	08/15/2025	18488	480515161	HOSE ASSEMBLY	$46.89
				ALTERNATIVE HOSE, INC.	**Total Check Amount:**	**$46.89**
V60117	ASBURY ENVIRONMENTAL SERVICES	08/15/2025	9144	480515161	OIL DISPOSAL	$65.00
				ASBURY ENVIRONMENTAL SERVICES	**Total Check Amount:**	**$65.00**
V60118	BAB STEERING HYDRAULICS INC.	08/15/2025	18365	480515161	BRAKE PARTS	$1,712.17
		08/15/2025	18365	480515161	BALL JOINT REPAIR	$6,691.41
				BAB STEERING HYDRAULICS INC.	**Total Check Amount:**	**$8,403.58**
V60119	BADGE FRAME, INC.	08/15/2025	24424	110212111	NAME PLATES	$278.00
		08/15/2025	24424	110	NAME PLATES S.TAX	($21.55)
		08/15/2025	24424	110212111	NAME PLATES S.TAX	$21.55
				BADGE FRAME, INC.	**Total Check Amount:**	**$278.00**
V60120	ROBYN BAKER	08/15/2025	32891	110404215	CYCLE	$128.00
		08/15/2025	32891	110404215	PERSONAL TRAINER	$1,591.20
				ROBYN BAKER	**Total Check Amount:**	**$1,719.20**
V60121	BEST LAWN MOWER SERVICE	08/15/2025	16230	480515161	BLADES	$356.65
				BEST LAWN MOWER SERVICE	**Total Check Amount:**	**$356.65**
V60122	BPSEA MEMORIAL FOUNDATION	08/15/2025	14990	110	4050 MEMORIAL 080825	$95.50
				BPSEA MEMORIAL FOUNDATION	**Total Check Amount:**	**$95.50**
V60123	BREA CITY EMPLOYEES ASSOCIATION	08/15/2025	3236	110	4005 BCEA MEMB 080825	$780.00
				BREA CITY EMPLOYEES ASSOCIATION	**Total Check Amount:**	**$780.00**
V60124	BREA FIREFIGHTERS ASSOCIATION	08/15/2025	3237	110	4016 ASSOCMEMB 080825	$4,224.25
				BREA FIREFIGHTERS ASSOCIATION	**Total Check Amount:**	**$4,224.25**
V60125	BREA POLICE ASSOCIATION	08/15/2025	3769	110	4030 BPA REG 080825	$4,250.00
		08/15/2025	3769	110	4031 BPA MEMB 080825	$3.50
				BREA POLICE ASSOCIATION	**Total Check Amount:**	**$4,253.50**
V60126	BREA POLICE ATHLETIC LEAGUE	08/15/2025	1068	110	5010 B.P.A.L. 080825	$122.50
				BREA POLICE ATHLETIC LEAGUE	**Total Check Amount:**	**$122.50**
V60127	BREA POLICE MANAGEMENT ASSOCIATION	08/15/2025	21189	110	4019 LDF MEMB 080825	$57.00
		08/15/2025	21189	110	4020 PMA MEMB 080825	$162.50
				BREA POLICE MANAGEMENT ASSOCIATION	**Total Check Amount:**	**$219.50**
V60128	KATHY A BREAUX	08/15/2025	5320	110404145	MASTERPIECES	$73.00
				KATHY A BREAUX	**Total Check Amount:**	**$73.00**
V60129	MARIA ELENA CABRERA	08/15/2025	32813	110404215	ZUMBA	$96.00
				MARIA ELENA CABRERA	**Total Check Amount:**	**$96.00**
V60130	CALIFORNIA DOMESTIC WATER CO	08/15/2025	3388	420515131	WTR CONSUMPTION JUL25	$478,372.90

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			CALIFORNIA DOMESTIC WATER CO		**Total Check Amount:**	**$478,372.90**
V60131	CALIFORNIA FORENSIC PHLEBOTOMY INC.	08/15/2025	4488	110212131	PHLEB SVCS JUL 2025	$2,700.78
			CALIFORNIA FORENSIC PHLEBOTOMY INC.		**Total Check Amount:**	**$2,700.78**
V60132	CDW GOVERNMENT INC.	08/15/2025	18205	475141471	MS365 LICENSE RENEWAL	$43,245.92
			CDW GOVERNMENT INC.		**Total Check Amount:**	**$43,245.92**
V60133	CHANDLER ASSET MANAGEMENT, INC.	08/15/2025	4375	875141424	INV MGMT SVCS JUL25	$45.37
		08/15/2025	4375	930141424	INV MGMT SVCS JUL25	$6,493.44
		08/15/2025	4375	902009100	INV MGMT SVCS JUL25	$108.02
			CHANDLER ASSET MANAGEMENT, INC.		**Total Check Amount:**	**$6,646.83**
V60134	DENALYN DAVID	08/15/2025	31642	110404215	YOGA	$256.00
			DENALYN DAVID		**Total Check Amount:**	**$256.00**
V60135	MYRA DUVALL	08/15/2025	18083	110404215	YOGA	$416.00
			MYRA DUVALL		**Total Check Amount:**	**$416.00**
V60136	ENTENMANN ROVIN COMPANY	08/15/2025	3457	110222221	BADGES [23]	$2,982.04
			ENTENMANN ROVIN COMPANY		**Total Check Amount:**	**$2,982.04**
V60137	EQUIPMENT DIRECT INC	08/15/2025	4522	110515121	SAFETY VESTS	$13.85
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$13.85**
V60138	ALYSSA RAE FELIPE	08/15/2025	32809	110404215	TRX	$288.00
		08/15/2025	32809	110404215	PERSONAL TRAINER	$1,308.00
			ALYSSA RAE FELIPE		**Total Check Amount:**	**$1,596.00**
V60139	FIRE SAFETY ADVISORS LLC	08/15/2025	33294	110000000	PLAN CHECK SVCS JUL25	($2,142.00)
		08/15/2025	33294	84022223P	PLAN CHECK SVCS JUL25	$15,827.00
			FIRE SAFETY ADVISORS LLC		**Total Check Amount:**	**$13,685.00**
V60140	FLAGSHIP DESIGN GROUP, INC.	08/15/2025	32818	110404422	JR. LIFEGUARD SHIRTS	$655.77
			FLAGSHIP DESIGN GROUP, INC.		**Total Check Amount:**	**$655.77**
V60141	FUN4ALL LLC	08/15/2025	33592	110404145	SCIENCE SLEUTHS CAMP	$3,360.00
			FUN4ALL LLC		**Total Check Amount:**	**$3,360.00**
V60142	GALE SUPPLY COMPANY	08/15/2025	21090	490515151	JANITORIAL SUPPLIES	$2,701.40
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$2,701.40**
V60143	MELISSA GIARDINA	08/15/2025	32811	110404215	YOGA	$30.00
			MELISSA GIARDINA		**Total Check Amount:**	**$30.00**
V60144	MELISSA GIFFORD	08/15/2025	10645	110404215	TRX	$256.00
			MELISSA GIFFORD		**Total Check Amount:**	**$256.00**
V60145	MARY M. GRAHAM	08/15/2025	31478	110404215	ROLL & RELEASE/YOGA	$224.00
			MARY M. GRAHAM		**Total Check Amount:**	**$224.00**
V60146	HAAKER EQUIPMENT CO.	08/15/2025	4297	420515131	TOOLS	$198.90
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$198.90**
V60147	INFOSEND, INC.	08/15/2025	19016	420141421	PROGRAMMING FEE 3/11	$520.00

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			INFOSEND, INC.		**Total Check Amount:**	**$520.00**
V60148	INTELESYSONE, INC.	08/15/2025	28212	475141471	25/26 MITEL SUPP+MNT	$15,250.00
			INTELESYSONE, INC.		**Total Check Amount:**	**$15,250.00**
V60149	SARA JACKSON	08/15/2025	31840	110404215	BODYPUMP/SUPER SCULPT	$544.00
			SARA JACKSON		**Total Check Amount:**	**$544.00**
V60150	PAMELA JOHNSTON	08/15/2025	28025	110404215	CRCT TRNG/HIIT/LOW IM	$384.00
			PAMELA JOHNSTON		**Total Check Amount:**	**$384.00**
V60151	KRISTI L KANEL	08/15/2025	22868	110404215	LOW IMP/SILSNKR/ZUMBA	$576.00
			KRISTI L KANEL		**Total Check Amount:**	**$576.00**
V60152	KEENAN & ASSOCIATES	08/15/2025	22439	470141483	2025 WORKERS' COMP #9	$11,844.91
			KEENAN & ASSOCIATES		**Total Check Amount:**	**$11,844.91**
V60153	KELLY SPICERS STORES	08/15/2025	31267	110141441	PAPER	$1,245.09
			KELLY SPICERS STORES		**Total Check Amount:**	**$1,245.09**
V60154	PAMELA KIM	08/15/2025	33544	110404215	YOGA	$30.00
			PAMELA KIM		**Total Check Amount:**	**$30.00**
V60155	L.N. CURTIS & SONS	08/15/2025	1053	110212111	UNIFORM	$2,464.72
			L.N. CURTIS & SONS		**Total Check Amount:**	**$2,464.72**
V60156	DOLLY LAI	08/15/2025	18084	110404215	YOGA	$160.00
			DOLLY LAI		**Total Check Amount:**	**$160.00**
V60157	LAKIN TIRE WEST, INC.	08/15/2025	12286	480515161	TIRE DISPOSAL	$782.22
			LAKIN TIRE WEST, INC.		**Total Check Amount:**	**$782.22**
V60158	BERRY LIANG	08/15/2025	25640	110404215	CYCLE	$96.00
		08/15/2025	25640	110404215	PERSONAL TRAINER	$140.70
			BERRY LIANG		**Total Check Amount:**	**$236.70**
V60159	LINEGEAR	08/15/2025	23894	110222221	TURNOUT BOOTS	$678.83
			LINEGEAR		**Total Check Amount:**	**$678.83**
V60160	LOS ANGELES TRUCK CENTERS, LLC	08/15/2025	7300	480515161	OIL SEALS	$101.80
			LOS ANGELES TRUCK CENTERS, LLC		**Total Check Amount:**	**$101.80**
V60161	TANYA LOSCUTOFF	08/15/2025	22092	110404215	SUPER SCULPT	$128.00
		08/15/2025	22092	110404215	PERSONAL TRAINER	$816.80
			TANYA LOSCUTOFF		**Total Check Amount:**	**$944.80**
V60162	ANDREA MCGRANAHAN	08/15/2025	26046	110404215	BARRE/CYCLE/S&S/TRX	$960.00
			ANDREA MCGRANAHAN		**Total Check Amount:**	**$960.00**
V60163	MICHAEL BAKER INTERNATIONAL, INC.	08/15/2025	31634	110515121	PROF SVCS APR 2025	$17,190.00
			MICHAEL BAKER INTERNATIONAL, INC.		**Total Check Amount:**	**$17,190.00**
V60164	JENNIFER MONZON-SCROFINI	08/15/2025	20158	110404215	FUNC STRGTH/HIIT/TRX	$352.00
			JENNIFER MONZON-SCROFINI		**Total Check Amount:**	**$352.00**
V60165	NATASHA MOORE	08/15/2025	10711	110404215	BODY PUMP	$352.00

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			NATASHA MOORE		**Total Check Amount:**	**$352.00**
V60166	MOTOROLA SOLUTIONS, INC.	08/15/2025	22012	172212133	RADIO BATTRS/ANTENNAS	$1,041.19
		08/15/2025	22012	172212133	ANTENNA'S/MIC'S	$918.57
			MOTOROLA SOLUTIONS, INC.		**Total Check Amount:**	**$1,959.76**
V60167	ORANGE COUNTY KARATE CENTER LLC	08/15/2025	31160	110404145	KARATE	$160.00
			ORANGE COUNTY KARATE CENTER LLC		**Total Check Amount:**	**$160.00**
V60168	ORANGE COUNTY SANITATION DIST.	08/15/2025	14689	110	COMM SEWER FEES APR25	$5,846.31
		08/15/2025	14689	110000000	CM SF 5% COLL APR25	($292.31)
		08/15/2025	14689	110000000	RES SF 5% COLL APR25	($193.11)
		08/15/2025	14689	110	RES SEWER FEES APR25	$3,862.14
			ORANGE COUNTY SANITATION DIST.		**Total Check Amount:**	**$9,223.03**
V60169	IRACEMA PERDOMO	08/15/2025	14135	110404215	CYCLE	$160.00
			IRACEMA PERDOMO		**Total Check Amount:**	**$160.00**
V60170	KAYLA RABJOHNS	08/15/2025	28472	110404215	CIRCUIT TRNG	$96.00
			KAYLA RABJOHNS		**Total Check Amount:**	**$96.00**
V60171	RAPID FIRE SAFETY & SECURITY, LLC	08/15/2025	17760	110212131	FIRE EXT SVC-PD 7/25	$202.33
			RAPID FIRE SAFETY & SECURITY, LLC		**Total Check Amount:**	**$202.33**
V60172	ANNA RIVERS	08/15/2025	33148	110404215	BODY PUMP	$30.00
			ANNA RIVERS		**Total Check Amount:**	**$30.00**
V60173	RK SPORTS LLC	08/15/2025	33143	110404145	MULTI-SPORT	$1,419.00
			RK SPORTS LLC		**Total Check Amount:**	**$1,419.00**
V60174	SC FUELS	08/15/2025	16654	480515161	CH DELO-OIL	$1,131.43
		08/15/2025	16654	480515161	UNL ETH 3937.4 GALS	$14,292.76
			SC FUELS		**Total Check Amount:**	**$15,424.19**
V60175	ISMAEL O SILVA	08/15/2025	24370	110404215	ZUMBA	$96.00
			ISMAEL O SILVA		**Total Check Amount:**	**$96.00**
V60176	SOOTHING ESCAPE MASSAGE LLC	08/15/2025	31650	110404215	KINSTRETCH/SOUND BATH	$198.00
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$198.00**
V60177	STEVE A. FILARSKY, ATTORNEY-AT-LAW	08/15/2025	31186	110141481	PROF LEGAL SVCS JUL25	$10,920.00
		08/15/2025	31186	110141481	PROF LEGAL SVCS JUN25	$87.50
			STEVE A. FILARSKY, ATTORNEY-AT-LAW		**Total Check Amount:**	**$11,007.50**
V60178	WEDNESDAY STEVENSON	08/15/2025	32549	110404215	YOGA	$30.00
			WEDNESDAY STEVENSON		**Total Check Amount:**	**$30.00**
V60179	THOMSON REUTERS - WEST	08/15/2025	22020	110212121	CLR LAW ENF+ENT JUL25	$661.79
			THOMSON REUTERS - WEST		**Total Check Amount:**	**$661.79**
V60180	TOWNSEND PUBLIC AFFAIRS, INC.	08/15/2025	18881	110111145	CONSULTING SVCS AUG25	$1,750.00
		08/15/2025	18881	420111145	CONSULTING SVCS AUG25	$1,750.00

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V60180	TOWNSEND PUBLIC AFFAIRS, INC.	08/15/2025	18881	410111145	CONSULTING SVCS AUG25	$1,750.00
		08/15/2025	18881	430111145	CONSULTING SVCS AUG25	$1,750.00
				TOWNSEND PUBLIC AFFAIRS, INC.	**Total Check Amount:**	**$7,000.00**
V60181	LETICIA TRUJILLO	08/15/2025	22054	110404215	BODY PUMP/SILVERSNKRS	$90.00
				LETICIA TRUJILLO	**Total Check Amount:**	**$90.00**
V60182	TUMBLE-N-KIDS INC.	08/15/2025	32167	110404145	GYMNASTICS	$4,560.23
				TUMBLE-N-KIDS INC.	**Total Check Amount:**	**$4,560.23**
V60183	TYLER TECHNOLOGIES, INC.	08/15/2025	25937	951	ILJAOC ACTV DRCT/ECIT	$6,288.77
				TYLER TECHNOLOGIES, INC.	**Total Check Amount:**	**$6,288.77**
V60184	NATASHA UMRIGAR-MOLLA	08/15/2025	32097	110404215	YOGA	$128.00
				NATASHA UMRIGAR-MOLLA	**Total Check Amount:**	**$128.00**
V60185	UNITED ROTARY BRUSH CORPORATION	08/15/2025	16649	480515161	SWEEPER BROOMS	$711.84
				UNITED ROTARY BRUSH CORPORATION	**Total Check Amount:**	**$711.84**
V60186	US BANK XX0338 CITY MGR	08/15/2025	24704	110111143	CALCARD-S.TAX-072225	$9.78
		08/15/2025	24704	110141481	CALCARD-S.TAX-072225	$0.85
		08/15/2025	24704	110	CALCARD-S.TAX-072225	($10.63)
		08/15/2025	24704	110111143	CALCARD-MGMTSV-072225	$355.17
		08/15/2025	24704	110141481	CALCARD-MGMTSV-072225	$45.42
		08/15/2025	24704	110111111	CALCARD-MGMTSV-072225	$2,156.60
				US BANK XX0338 CITY MGR	**Total Check Amount:**	**$2,557.19**
V60187	US BANK XX0312 HR	08/15/2025	24776	110141481	CALCARD-HR 072225	$390.00
		08/15/2025	24776	110141481	CALCARDS-HR 072225	$2,665.97
				US BANK XX0312 HR	**Total Check Amount:**	**$3,055.97**
V60190	US BANK XX0593 COMM SVC	08/15/2025	24777	110	CALCARDS-COMSVC072325	$49.74
		08/15/2025	24777	110404211	CALCARDS-COMSVC072325	$228.29
		08/15/2025	24777	110404429	CALCARDS-COMSVC072325	$2,093.92
		08/15/2025	24777	181404250	CALCARDS-COMSVC072325	$447.42
		08/15/2025	24777	110404215	CALCARDS-COMSVC072325	$1,139.66
		08/15/2025	24777	110404421	CALCARDS-COMSVC072325	$10,901.10
		08/15/2025	24777	110404424	CALCARDS-COMSVC072325	$42.52
		08/15/2025	24777	110404426	CALCARDS-COMSVC072325	$1,007.88
		08/15/2025	24777	110404521	CALCARDS-COMSVC072325	$3,372.29

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V60190	US BANK XX0593 COMM SVC	08/15/2025	24777	110404541	CALCARDS-COMSVC072325	$728.15
		08/15/2025	24777	110404224	CALCARDS-COMSVC072325	$112.14
		08/15/2025	24777	110404422	CALCARDS-COMSVC072325	$298.01
		08/15/2025	24777	110404425	CALCARDS-COMSVC072325	$958.48
		08/15/2025	24777	110404428	CALCARDS-COMSVC072325	$1,758.54
		08/15/2025	24777	110404523	CALCARDS-COMSVC072325	$107.85
		08/15/2025	24777	902009100	CALCARDS-COMSVC072325	$430.96
		08/15/2025	24777	110141481	CALCARDS-COMSVC072325	$273.20
		08/15/2025	24777	110404217	CALCARDS-COMSVC072325	$1,072.86
		08/15/2025	24777	110404311	CALCARDS-COMSVC072325	$741.70
		08/15/2025	24777	110404542	CALCARDS-COMSVC072325	$4,343.06
		US BANK XX0593 COMM SVC			**Total Check Amount:**	**$30,107.77**
V60191	US BANK XX0502 COMM & MKTG	08/15/2025	24778	110111151	CALCARDS-COMMKT072225	$557.26
		08/15/2025	24778	110404421	CALCARDS-COMMKT072225	$101.00
		08/15/2025	24778	110111152	CALCARDS-COMMKT072225	$1,184.11
		08/15/2025	24778	110404311	CALCARDS-COMMKT072225	$816.00
		08/15/2025	24778	110111153	CALCARDS-COMMKT072225	$806.15
		US BANK XX0502 COMM & MKTG			**Total Check Amount:**	**$3,464.52**
V60192	US BANK XX0353 COMM DEV	08/15/2025	24779	110323212	CALCARD COMDEV 072225	$187.68
		08/15/2025	24779	110323214	CALCARD COMDEV 072225	$800.00
		US BANK XX0353 COMM DEV			**Total Check Amount:**	**$987.68**
V60193	US BANK XX0270 ADMIN SVCS	08/15/2025	24781	110111143	CALCARDS-ADMIN 072225	$346.28
		08/15/2025	24781	110141441	CALCARDS-ADMIN 072225	$556.87
		08/15/2025	24781	960000000	062325 MAY CLEANING	$424.00
		08/15/2025	24781	110	CALCARDS-ADMIN 072225	$8.99
		08/15/2025	24781	110111161	CALCARDS-C.CLK 072225	$710.91
		08/15/2025	24781	110141411	CALCARDS-ADMIN 072225	$158.20
		08/15/2025	24781	110141481	CALCARDS-C.CLK 072225	$392.45

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V60193	US BANK XX0270 ADMIN SVCS	08/15/2025	24781	110141431	CALCARDS-ADMIN 072225	$127.19
		08/15/2025	24781	960000000	062325 CALCARDS	($1,594.26)
		08/15/2025	24781	960000000	062325 JUNE MEETING	$1,170.26
				US BANK XX0270 ADMIN SVCS	**Total Check Amount:**	**$2,300.89**
V60195	US BANK XX0650 FIRE	08/15/2025	24782	110222224	CALCARDS-FIRE 072225	$208.29
		08/15/2025	24782	174222222	CALCARDS-FIRE 072225	$533.17
		08/15/2025	24782	110	CALCARDS-FIRE 072225	$2.99
		08/15/2025	24782	110	CALCARDS-S.TAX-072225	($59.27)
		08/15/2025	24782	110222211	CALCARDS-FIRE 072225	$3,591.59
		08/15/2025	24782	110222213	CALCARDS-FIRE 072225	$79.02
		08/15/2025	24782	110222221	CALCARDS-FIRE 072225	$5,843.19
		08/15/2025	24782	110222221	CALCARDS-S.TAX-072225	$59.27
		08/15/2025	24782	110222223	CALCARDS-FIRE 072225	$5,522.24
		08/15/2025	24782	174222225	CALCARDS-FIRE 072225	$2,591.88
		08/15/2025	24782	110222231	CALCARDS-FIRE 072225	$626.00
				US BANK XX0650 FIRE	**Total Check Amount:**	**$18,998.37**
V60196	US BANK XX0346 IT	08/15/2025	24783	110	CALCARDS-IT052225	$1,890.23
		08/15/2025	24783	475141471	CALCARDS-IT052225	$1,341.99
		08/15/2025	24783	110515125	CALCARDS-IT052225	$101.17
				US BANK XX0346 IT	**Total Check Amount:**	**$3,333.39**
V60199	US BANK XX0221 PW	08/15/2025	24784	110404422	CALCARDS-PW 072225	$33.08
		08/15/2025	24784	110212121	CALCARDS-PW 072225	$26.45
		08/15/2025	24784	110515125	CALCARDS-PW 072225	$238.90
		08/15/2025	24784	410515124	CALCARDS-PW 072225	$62.60
		08/15/2025	24784	110515121	CALCARDS-PW 072225	$252.74
		08/15/2025	24784	110222221	CALCARDS-PW 072225	$102.41
		08/15/2025	24784	110515143	CALCARDS-PW 072225	$2,427.43
		08/15/2025	24784	410515132	CALCARDS-PW 072225	$29.60
		08/15/2025	24784	420515131	CALCARDS-PW 072225	$7,137.39
		08/15/2025	24784	490515151	CALCARDS-PW 072225	$1,801.97
		08/15/2025	24784	110515141	CALCARDS-PW 072225	$2,377.54
		08/15/2025	24784	110515144	CALCARDS-PW 072225	$292.71
		08/15/2025	24784	360515145	CALCARDS-PW 072225	$284.94
		08/15/2025	24784	480515161	CALCARDS-PW 072225	$4,725.21
				US BANK XX0221 PW	**Total Check Amount:**	**$19,792.97**
V60201	US BANK XX0544 POLICE	08/15/2025	24785	110	CALCARDS-072325 S.TAX	($29.83)
		08/15/2025	24785	110212111	CALCARDS-072325 POL	$10,172.99

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V60201	US BANK XX0544 POLICE	08/15/2025	24785	110212132	CALCARDS-072325 S.TAX	$9.37
		08/15/2025	24785	110212133	CALCARDS-072325 POL	$2,399.32
		08/15/2025	24785	110212122	CALCARDS-072325 POL	$62.64
		08/15/2025	24785	110212132	CALCARDS-072325 POL	$3,708.31
		08/15/2025	24785	110212134	CALCARDS-072325 POL	$676.28
		08/15/2025	24785	480515161	CALCARDS-072325 POL	$633.40
		08/15/2025	24785	110	CALCARDS-072325 POL	($89.85)
		08/15/2025	24785	110212121	CALCARDS-072325 POL	$1,142.48
		08/15/2025	24785	110212131	CALCARDS-072325 POL	$2,380.56
		08/15/2025	24785	110212131	CALCARDS-072325 S.TAX	$20.46
		08/15/2025	24785	110212141	CALCARDS-072325 POL	$1,353.60
				US BANK XX0544 POLICE	**Total Check Amount:**	**$22,439.73**
V60202	US BANK XX3401 PW- ADMIN	08/15/2025	24786	440515122	CALCARDS PWADM 072225	$370.00
		08/15/2025	24786	410515132	CALCARDS PWADM 072225	$952.08
		08/15/2025	24786	420515131	CALCARDS PWADM 072225	$164.50
		08/15/2025	24786	110515111	CALCARDS PWADM 072225	$975.00
		08/15/2025	24786	110515171	CALCARDS PWADM 072225	$128.21
				US BANK XX3401 PW- ADMIN	**Total Check Amount:**	**$2,589.79**
V60203	TRISTIN PAUL-JOSEPH WALTERS	08/15/2025	33656	174222225	CA EMT CERTIFICATION	$162.00
				TRISTIN PAUL-JOSEPH WALTERS	**Total Check Amount:**	**$162.00**
V60204	WEST GROVE VOLLEYBALL, LLC	08/15/2025	32196	110404145	VOLLEYBALL	$580.80
				WEST GROVE VOLLEYBALL, LLC	**Total Check Amount:**	**$580.80**
V60205	WESTERN GOLF PROPERTIES, LLC	08/15/2025	29071	465000000	BIRCH HLLS S/TX JUL25	$5,299.89
		08/15/2025	29071	465515149	BIRCH HILLS CGS JUL25	$27,048.20
		08/15/2025	29071	465515149	BREA CREEK MGMT JUL25	$65,738.00
		08/15/2025	29071	465515149	BREA CREEK CGS JUL25	$8,268.39
		08/15/2025	29071	465000000	BIRCH HLLS TIPS JUL25	$8,104.36
		08/15/2025	29071	465000000	BREA CREEK S/TX JUL25	$1,193.07
		08/15/2025	29071	465515149	BIRCH HLLS MGMT JUL25	$160,054.00
				WESTERN GOLF PROPERTIES, LLC	**Total Check Amount:**	**$275,705.91**
V60206	YOUNG REMBRANDTS	08/15/2025	15831	110404145	DRAWING CLASSES	$648.00
				YOUNG REMBRANDTS	**Total Check Amount:**	**$648.00**
V60207	REBECCA YOUNT	08/15/2025	31473	110404215	SILVER SNEAKERS	$222.00
				REBECCA YOUNT	**Total Check Amount:**	**$222.00**
					Voucher Subtotal	**$1,089,085.34**
					TOTAL	**$2,010,675.33**

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198850	AT&T CALNET	08/22/2025	20391	360515147	CALNET JULY 2025	$32.83
		08/22/2025	20391	420515131	CALNET JULY 2025	$286.89
		08/22/2025	20391	475141471	CALNET JULY 2025	$10,546.14
		08/22/2025	20391	360515145	CALNET JULY 2025	$61.61
				AT&T CALNET	**Total Check Amount:**	**$10,927.47**
198851	BADGER METER, INC	08/22/2025	33256	420515131	METERS	$19,788.24
				BADGER METER, INC	**Total Check Amount:**	**$19,788.24**
198852	BETTS TRUCK PARTS AND SERVICE	08/22/2025	5736	480515161	90-DAY INSPECTION	$133.00
				BETTS TRUCK PARTS AND SERVICE	**Total Check Amount:**	**$133.00**
198853	BREA EXPRESS CAR WASH	08/22/2025	32008	480515161	CARWASH JULY 2025	$744.00
				BREA EXPRESS CAR WASH	**Total Check Amount:**	**$744.00**
198854	BREA URGENT CARE	08/22/2025	24391	110141481	HR MED SVCS JULY 2025	$385.00
				BREA URGENT CARE	**Total Check Amount:**	**$385.00**
198855	BUDILO CONSTRUCTION INC	08/22/2025	33593	420515131	CLA VALVE MAINT.	$4,284.82
		08/22/2025	33593	420515131	CLA VALVE MAINT	$9,615.77
				BUDILO CONSTRUCTION INC	**Total Check Amount:**	**$13,900.59**
198856	CHARTER COMMUNICATIONS	08/22/2025	29127	110111161	CABLE CHGS AUG/SEPT25	$42.87
		08/22/2025	29127	110141481	CABLE CHGS AUG/SEPT25	$42.87
		08/22/2025	29127	110222211	CABLE CHGS AUG/SEPT25	$109.23
		08/22/2025	29127	110404311	CABLE CHGS AUG/SEPT25	$42.87
		08/22/2025	29127	110323212	CABLE CHGS AUG/SEPT25	$87.11
		08/22/2025	29127	110111143	CABLE CHGS AUG/SEPT25	$42.87
		08/22/2025	29127	110111151	CABLE CHGS AUG/SEPT25	$64.98
		08/22/2025	29127	110404521	CABLE CHGS AUG/SEPT25	$119.99
		08/22/2025	29127	420515131	CABLE CHGS AUG/SEPT25	$236.62
		08/22/2025	29127	490515151	CABLE CHGS AUG/SEPT25	$42.87
		08/22/2025	29127	110212111	CABLE CHGS AUG/SEPT25	$349.26
		08/22/2025	29127	110404211	CABLE CHGS AUG/SEPT25	$303.06
				CHARTER COMMUNICATIONS	**Total Check Amount:**	**$1,484.60**
198857	CHARTER COMMUNICATIONS	08/22/2025	29127	110111153	MGMT CHANNEL AUG25	$992.14
				CHARTER COMMUNICATIONS	**Total Check Amount:**	**$992.14**
198858	CHEVROLET OF CARSON	08/22/2025	33665	480515161	CHEVY TRUCK SILVERADO	$33,658.70
				CHEVROLET OF CARSON	**Total Check Amount:**	**$33,658.70**
198859	CHEVROLET OF CARSON	08/22/2025	33665	480515161	CHEVY TRUCK SILVERADO	$33,538.02
				CHEVROLET OF CARSON	**Total Check Amount:**	**$33,538.02**
198860	CINTAS	08/22/2025	24347	110404211	FIRST AID RESTOCK BCC	$113.58
				CINTAS	**Total Check Amount:**	**$113.58**
198861	CIVILTEC ENGINEERING INC.	08/22/2025	2581	510707442	PROF SVCS THRU 7/31	$4,571.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			CIVILTEC ENGINEERING INC.		**Total Check Amount:**	**$4,571.25**
198862	THE COUNSELING TEAM INTERNATIONAL	08/22/2025	13933	110222221	EMPL SUPP SVCS JUL25	$393.75
			THE COUNSELING TEAM INTERNATIONAL		**Total Check Amount:**	**$393.75**
198863	COUNTY OF ORANGE	08/22/2025	4799	110212122	PRKNG CITATIONS JUL25	$3,636.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$3,636.00**
198864	COUNTY OF ORANGE	08/22/2025	4799	110212122	AFIS FEES JULY 2025	$1,430.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$1,430.00**
198865	D.S. CUSTOM LINENS, INC	08/22/2025	31417	110141441	GAS SURCHARGE JUL25	$26.00
		08/22/2025	31417	110141441	LINEN CLEANING	$405.30
			D.S. CUSTOM LINENS, INC		**Total Check Amount:**	**$431.30**
198866	DE NOVO PLANNING GROUP	08/22/2025	32750	120323231	PROF SVCS THRU 8/12	$116,514.75
			DE NOVO PLANNING GROUP		**Total Check Amount:**	**$116,514.75**
198867	SOUTHERN CALIFORNIA EDISON	08/22/2025	3343	110515121	ELECTRICITY JULY 2025	$2,386.80
		08/22/2025	3343	110515148	ELECTRICITY JULY 2025	$73.00
		08/22/2025	3343	490515151	ELECTRICITY JULY 2025	$16,841.79
		08/22/2025	3343	361515148	ELECTRICITY JULY 2025	$32.83
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$19,334.42**
198868	EFFICIENT X-RAY, INC.	08/22/2025	27729	110212121	WASTE REMOVAL	$339.40
			EFFICIENT X-RAY, INC.		**Total Check Amount:**	**$339.40**
198869	ERIC W. GRUVER PHD	08/22/2025	7856	110141481	PRE-EMPL EVAL 8/01	$485.99
		08/22/2025	7856	110141481	PRE-EMPL EVAL 6/19	$485.00
			ERIC W. GRUVER PHD		**Total Check Amount:**	**$970.99**
198870	EVAN'S GUN WORLD	08/22/2025	32333	110212131	RANGE FEES JUL 25	$1,600.00
			EVAN'S GUN WORLD		**Total Check Amount:**	**$1,600.00**
198871	THE GAS COMPANY	08/22/2025	3749	490515151	GAS JULY 2025	$2,555.72
		08/22/2025	3749	420515131	GAS JULY 2025	$15.78
			THE GAS COMPANY		**Total Check Amount:**	**$2,571.50**
198872	GOLDEN METERS SERVICE, INC.	08/22/2025	29449	420515131	METER CHANGE	$13,680.00
			GOLDEN METERS SERVICE, INC.		**Total Check Amount:**	**$13,680.00**
198873	HYDROPRO SOLUTIONS	08/22/2025	31845	420515131	METERS	$13,360.60
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$13,360.60**
198874	IMPERIAL CAR WASH	08/22/2025	30976	480515161	CARWASH JUL 2025	$99.94
			IMPERIAL CAR WASH		**Total Check Amount:**	**$99.94**
198875	J. CREW	08/22/2025	33660	840000000	BLD-2023-01132 REFUND	$657.50
			J. CREW		**Total Check Amount:**	**$657.50**
198876	JAS PACIFIC	08/22/2025	33583	110000000	INSP SVCS JUN25	($983.50)
		08/22/2025	33583	110323242	INSP SVCS JUN25	$552.50
		08/22/2025	33583	84032324I	INSP SVCS JUN25	$12,311.00

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			JAS PACIFIC		**Total Check Amount:**	**$11,880.00**
198877	LEON'S TRANSMISSION SERVICE, INC.	08/22/2025	12835	480515161	TRANSMISSION REPAIR	$4,988.27
			LEON'S TRANSMISSION SERVICE, INC.		**Total Check Amount:**	**$4,988.27**
198878	LOCALITY MEDIA, INC. DBA FIRST DUE	08/22/2025	33053	110222231	25/26 FIRE INSP PROG	$22,549.50
			LOCALITY MEDIA, INC. DBA FIRST DUE		**Total Check Amount:**	**$22,549.50**
198879	LU'S LIGHTHOUSE, INC.	08/22/2025	28330	480515161	LIGHTS	$39.22
			LU'S LIGHTHOUSE, INC.		**Total Check Amount:**	**$39.22**
198880	JONATHAN MADRIGAL	08/22/2025	33661	110000000	REPORT REQUEST REFUND	$3.00
			JONATHAN MADRIGAL		**Total Check Amount:**	**$3.00**
198881	METER VALVE & CONTROL INC	08/22/2025	33266	420515131	ERTS METERS	$18,479.55
			METER VALVE & CONTROL INC		**Total Check Amount:**	**$18,479.55**
198882	NATIONWIDE	08/22/2025	20975	110	4436 PET INS JUL 2025	$1,584.40
			NATIONWIDE		**Total Check Amount:**	**$1,584.40**
198883	ORANGE COUNTY WINWATER WORKS	08/22/2025	28030	420515131	PLUMBING SUPPLIES	$9,793.68
			ORANGE COUNTY WINWATER WORKS		**Total Check Amount:**	**$9,793.68**
198884	ORIGINAL EQUIPMENT AUTO SUPPLY	08/22/2025	32413	480515161	BRAKE PARTS	$858.54
		08/22/2025	32413	480515161	BRAKE PADS	$89.39
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$947.93**
198885	PALICON GROUP	08/22/2025	33132	110212111	BACKGROUND CHECK	$1,800.00
			PALICON GROUP		**Total Check Amount:**	**$1,800.00**
198886	PERFORMANCE PIPELINE TECHNOLOGIES	08/22/2025	32450	430515123	SEWER CLEANING 8/4	$2,125.00
			PERFORMANCE PIPELINE TECHNOLOGIES		**Total Check Amount:**	**$2,125.00**
198887	PRIMO BRANDS	08/22/2025	33502	110141441	WTRDISP+BTTLS JUL25	$1,058.33
			PRIMO BRANDS		**Total Check Amount:**	**$1,058.33**
198888	PRIMO BRANDS	08/22/2025	33502	110111161	COUNCIL MTGWTR JUL25	$52.75
			PRIMO BRANDS		**Total Check Amount:**	**$52.75**
198889	PUENTE HILLS FORD	08/22/2025	25742	480515161	SUN VISOR	$137.37
		08/22/2025	25742	480515161	CUP HOLDER	$131.09
		08/22/2025	25742	480515161	IGNITION REPAIR	$842.59
		08/22/2025	25742	480515161	OIL LEAK REPAIR	$81.87
			PUENTE HILLS FORD		**Total Check Amount:**	**$1,192.92**
198890	MICHELLE RAMIREZ	08/22/2025	33662	110404311	SISTER CITY EXP REIMB	$207.58
			MICHELLE RAMIREZ		**Total Check Amount:**	**$207.58**
198891	SHARP ELECTRONICS CORPORATION	08/22/2025	33647	110141441	COPIER LEASE JUL25	$2,505.45
		08/22/2025	33647	110141441	COPIER LEASE JUN25	$3,048.90
			SHARP ELECTRONICS CORPORATION		**Total Check Amount:**	**$5,554.35**
198892	SHUCRI YAGHI CONSULTING ENGRS, INC.	08/22/2025	32899	510707978	AROV STRUCTURAL ENGG	$9,000.00

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			SHUCRI YAGHI CONSULTING ENGRS, INC.		**Total Check Amount:**	**$9,000.00**
198893	SKYHAWKS SPORTS ACADEMY, INC.	08/22/2025	18097	110404145	MULTISPORT TOTS	$792.00
			SKYHAWKS SPORTS ACADEMY, INC.		**Total Check Amount:**	**$792.00**
198894	STERI-CLEAN	08/22/2025	20577	110212131	SCENE CLEAN UP	$1,500.00
			STERI-CLEAN		**Total Check Amount:**	**$1,500.00**
198895	SVT FLEET SOLUTIONS	08/22/2025	32752	480515161	EGR REPAIR	$2,008.35
			SVT FLEET SOLUTIONS		**Total Check Amount:**	**$2,008.35**
198896	TOXGUARD FLUID TECHNOLOGIES	08/22/2025	9130	480515161	COOLANT	$778.49
			TOXGUARD FLUID TECHNOLOGIES		**Total Check Amount:**	**$778.49**
198897	U.S. POSTAL SERVICE	08/22/2025	3645	420141421	25/26 FEE-PO BOX 2237	$1,870.00
			U.S. POSTAL SERVICE		**Total Check Amount:**	**$1,870.00**
198899	UNIFIRST CORPORATION	08/22/2025	27988	110515121	UNIFORM SVCS AUG 2025	$27.96
		08/22/2025	27988	110515144	UNIFORM SVCS AUG 2025	$53.40
		08/22/2025	27988	420515131	UNIFORM SVCS AUG 2025	$52.98
		08/22/2025	27988	490515151	UNIFORM SVCS AUG 2025	$145.74
		08/22/2025	27988	361515148	UNIFORM SVCS AUG 2025	$3.60
		08/22/2025	27988	110515125	UNIFORM SVCS AUG 2025	$9.86
		08/22/2025	27988	110515143	UNIFORM SVCS AUG 2025	$14.82
		08/22/2025	27988	430515123	UNIFORM SVCS AUG 2025	$27.96
		08/22/2025	27988	440515126	UNIFORM SVCS AUG 2025	$5.70
		08/22/2025	27988	110515141	UNIFORM SVCS AUG 2025	$49.40
		08/22/2025	27988	110515148	UNIFORM SVCS AUG 2025	$3.60
		08/22/2025	27988	360515145	UNIFORM SVCS AUG 2025	$11.04
		08/22/2025	27988	480515161	UNIFORM SVCS AUG 2025	$66.36
			UNIFIRST CORPORATION		**Total Check Amount:**	**$472.42**
198900	VERIZON CONNECT NWF, INC.	08/22/2025	25293	480515161	PW GPS SVC JUL 2025	$1,086.19
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$1,086.19**
198901	VERIZON WIRELESS	08/22/2025	21122	234212143	6119163375 6/23-7/22	$735.74
			VERIZON WIRELESS		**Total Check Amount:**	**$735.74**
198902	WESTRUX INTERNATIONAL	08/22/2025	25302	480515161	SENSOR	$130.18
		08/22/2025	25302	480515161	SEAT BELT	$212.62
		08/22/2025	25302	480515161	SEAT BELT BUCKLE	$99.96
			WESTRUX INTERNATIONAL		**Total Check Amount:**	**$442.76**
198903	XEROX CORPORATION	08/22/2025	3349	110141441	PRIMELINK 6/23-7/21	$1,318.85
		08/22/2025	3349	110141441	B91 FIERY JUL25	$203.73
		08/22/2025	3349	110141441	PRINT CHGS 6/23-7/21	$1,439.88
		08/22/2025	3349	110141441	VR280 PRESS JUL25	$840.80
		08/22/2025	3349	110141441	UDIRECTS MNT JUL25	$169.94

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198903	XEROX CORPORATION	08/22/2025	3349	110141441	VR280STND JULY 2025	$478.41
			XEROX CORPORATION		**Total Check Amount:**	**$4,451.61**
					Check Subtotal	**$400,650.78**
V60208	LARRY ALANIS	08/22/2025	32661	110404424	UMPIRE FEES 8/4/25	$111.00
			LARRY ALANIS		**Total Check Amount:**	**$111.00**
V60209	ALTEC INDUSTRIES INC	08/22/2025	4668	480515161	FITTINGS	$77.40
			ALTEC INDUSTRIES INC		**Total Check Amount:**	**$77.40**
V60210	AMERICAN ARBITRATION ASSOCIATION	08/22/2025	33658	110141481	BILL LINE #14350761	$750.00
		08/22/2025	33658	110141481	BILL LINE #14350760	$41,600.00
			AMERICAN ARBITRATION ASSOCIATION		**Total Check Amount:**	**$42,350.00**
V60211	AM-TEC TOTAL SECURITY INC	08/22/2025	30658	234212143	5 YEAR WARRANTY	$3,225.94
		08/22/2025	30658	234212143	AVIGILON CAMERAS [4]	$13,884.54
			AM-TEC TOTAL SECURITY INC		**Total Check Amount:**	**$17,110.48**
V60212	ANAHEIM ICE MANAGEMENT	08/22/2025	15170	110404145	ICE SKATING	$1,006.50
			ANAHEIM ICE MANAGEMENT		**Total Check Amount:**	**$1,006.50**
V60213	ASBURY ENVIRONMENTAL SERVICES	08/22/2025	9144	480515161	OIL DISPOSAL	$256.00
			ASBURY ENVIRONMENTAL SERVICES		**Total Check Amount:**	**$256.00**
V60214	AVCOGAS PROPANE SALES & SERVICES	08/22/2025	22047	480515161	PROPANE 122.60 GALS	$301.60
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$301.60**
V60215	BAB STEERING HYDRAULICS INC.	08/22/2025	18365	480515161	BRAKE REPAIR	$1,026.81
		08/22/2025	18365	480515161	SUSPENSION REPAIR	$4,888.33
			BAB STEERING HYDRAULICS INC.		**Total Check Amount:**	**$5,915.14**
V60216	BAY AREA DRIVING SCHOOL	08/22/2025	29122	110404145	DRIVER'S EDUCATION	$594.00
			BAY AREA DRIVING SCHOOL		**Total Check Amount:**	**$594.00**
V60217	BEST LAWN MOWER SERVICE	08/22/2025	16230	480515161	REPAIR PARTS	$61.93
		08/22/2025	16230	480515161	BLADES	$685.09
			BEST LAWN MOWER SERVICE		**Total Check Amount:**	**$747.02**
V60218	BOYS & GIRLS CLUB OF LA HABRA	08/22/2025	32583	902009100	BIG6 PROG EXP JUL25	$3,811.52
			BOYS & GIRLS CLUB OF LA HABRA		**Total Check Amount:**	**$3,811.52**
V60219	BOYS & GIRLS CLUB	08/22/2025	32578	902009102	PROGRAM EXP JUL25	$5,000.00
			BOYS & GIRLS CLUB		**Total Check Amount:**	**$5,000.00**
V60220	BREA AUTO SERVICE	08/22/2025	12780	480515161	A/C REPAIR	$4,299.52
			BREA AUTO SERVICE		**Total Check Amount:**	**$4,299.52**
V60221	BREA DISPOSAL, INC	08/22/2025	3330	440515122	JUN 2025 RES TONNAGE	$81,284.63
		08/22/2025	3330	440515122	REFUSE COLLECTN JUL25	$304,274.07
			BREA DISPOSAL, INC		**Total Check Amount:**	**$385,558.70**
V60222	BREA TOWING	08/22/2025	16399	110212132	IMPOUND [TFC] JUL25	$2,145.75

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V60222	BREA TOWING	08/22/2025	16399	110212121	IMPOUND [INV] JUL25	$4,123.00
			BREA TOWING		**Total Check Amount:**	**$6,268.75**
V60223	CANNINGS ACE HARDWARE	08/22/2025	15828	480515161	CABLES	$32.23
		08/22/2025	15828	480515161	DUCT TAPE	$44.63
			CANNINGS ACE HARDWARE		**Total Check Amount:**	**$76.86**
V60224	JOSE JAVIER CANTORAN	08/22/2025	32738	110212111	TRAINING MILEAGE	$98.70
			JOSE JAVIER CANTORAN		**Total Check Amount:**	**$98.70**
V60225	CENTRALSQUARE TECHNOLOGIES, LLC	08/22/2025	29643	475141471	25/26 COGNOS BUNDLE	$4,309.35
			CENTRALSQUARE TECHNOLOGIES, LLC		**Total Check Amount:**	**$4,309.35**
V60226	CERTIFIED LANGUAGES INTERNATIONAL	08/22/2025	26534	110515111	TRANSLATN SVCS 7/17	$21.75
			CERTIFIED LANGUAGES INTERNATIONAL		**Total Check Amount:**	**$21.75**
V60227	CORELOGIC	08/22/2025	25542	280323215	REAL EST LSTING JUL25	$185.00
			CORELOGIC		**Total Check Amount:**	**$185.00**
V60228	CSG CONSULTANTS	08/22/2025	25540	110000000	INSP SVCS JUN25	($4,637.50)
		08/22/2025	25540	110323242	INSP SVCS JUN25	$227.50
		08/22/2025	25540	84032324I	INSP SVCS JUN25	$22,230.00
			CSG CONSULTANTS		**Total Check Amount:**	**$17,820.00**
V60229	D. F. POLYGRAPH	08/22/2025	32314	110141481	POLYGRAPH	$800.00
			D. F. POLYGRAPH		**Total Check Amount:**	**$800.00**
V60230	DANIELS TIRE SERVICE	08/22/2025	3133	480515161	TIRES	$524.20
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$524.20**
V60231	NATHAN A. DARNELL	08/22/2025	14017	110212111	TRAINING MILEAGE	$396.32
			NATHAN A. DARNELL		**Total Check Amount:**	**$396.32**
V60232	E.J. WARD INC	08/22/2025	11309	480515161	FUEL HOSTING	$1,169.00
			E.J. WARD INC		**Total Check Amount:**	**$1,169.00**
V60233	ENTENMANN ROVIN COMPANY	08/22/2025	3457	110212111	BADGES [3]	$332.86
		08/22/2025	3457	110212111	BADE REPAIR	$86.85
			ENTENMANN ROVIN COMPANY		**Total Check Amount:**	**$419.71**
V60234	FLEET SERVICES	08/22/2025	5658	480515161	BRAKE PARTS	$598.30
			FLEET SERVICES		**Total Check Amount:**	**$598.30**
V60235	FOSTER & FOSTER, INC.	08/22/2025	31934	420141431	ACTUARIAL VALUATION	$2,212.00
		08/22/2025	31934	430141431	PO/NON-PO ADJ	($790.00)
		08/22/2025	31934	430141431	ACTUARIAL VALUATION	$1,580.00
		08/22/2025	31934	110141431	PO/NON-PO ADJ	($13,904.00)
		08/22/2025	31934	420141431	PO/NON-PO ADJ	($1,106.00)
		08/22/2025	31934	110141431	ACTUARIAL VALUATION	$27,808.00
			FOSTER & FOSTER, INC.		**Total Check Amount:**	**$15,800.00**

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V60236	KATHLEEN NOEL FRANKS	08/22/2025	33659	110222211	INTERVIEW PANEL REIMB	$50.16
			KATHLEEN NOEL FRANKS		**Total Check Amount:**	**$50.16**
V60237	FUN4ALL LLC	08/22/2025	33592	110404145	PERFORMING ARTS CAMP	$1,404.00
			FUN4ALL LLC		**Total Check Amount:**	**$1,404.00**
V60238	FUSCOE ENGINEERING, INC.	08/22/2025	18052	510707329	WQMP PLAN CHECK JUL25	$732.00
		08/22/2025	18052	840141412	WQMP PLAN CHECK JUL25	$2,778.00
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$3,510.00**
V60239	STACY GARCIA	08/22/2025	31680	110212122	MILEAGE JULY 2025	$60.27
			STACY GARCIA		**Total Check Amount:**	**$60.27**
V60240	GRAINGER	08/22/2025	13634	420515131	PLUMBING SUPPLIES	$2,684.45
			GRAINGER		**Total Check Amount:**	**$2,684.45**
V60241	CYNTHIA HAEBE	08/22/2025	31769	110212141	CRIME ANLYSIS JUN-AUG	$3,928.50
			CYNTHIA HAEBE		**Total Check Amount:**	**$3,928.50**
V60242	GABRIEL HANNAH	08/22/2025	17533	110404424	UMPIRE FEES 8/4/25	$111.00
			GABRIEL HANNAH		**Total Check Amount:**	**$111.00**
V60243	DYLAN HARRIS	08/22/2025	28097	110212111	ANNUAL K9 CONFERENCE	$440.00
			DYLAN HARRIS		**Total Check Amount:**	**$440.00**
V60244	INLAND ROUNDBALL OFFICIALS INC.	08/22/2025	31906	110404424	REFEREE FEE 8/11-8/12	$360.00
		08/22/2025	31906	110404424	REFEREE FEE 8/3-8/5	$1,060.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,420.00**
V60245	INTERWEST CONSULTING GROUP, INC.	08/22/2025	28473	510707329	CM/INSP SVCS JUL25	$39,423.75
		08/22/2025	28473	510707329	PM SVCS JUL25	$2,050.00
		08/22/2025	28473	510707251	CIP MGMT SVCS JUL25	$1,000.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$42,473.75**
V60246	KASEYA AUTOMATING IT	08/22/2025	20748	460141474	25/26 KASEYA BMS	$2,416.00
		08/22/2025	20748	460141474	VSA SW RENEWAL/UPGRD	$5,815.00
		08/22/2025	20748	475141471	VSA SW RENEWAL/UPGRD	$3,500.00
		08/22/2025	20748	475141471	25/26 KASEYA BMS	$3,500.00
			KASEYA AUTOMATING IT		**Total Check Amount:**	**$15,231.00**
V60247	KELLY SPICERS STORES	08/22/2025	31267	110141441	PAPER	$63.57
			KELLY SPICERS STORES		**Total Check Amount:**	**$63.57**
V60248	KIMBALL MIDWEST	08/22/2025	23053	480515161	NUTS/BOLTS	$546.30
			KIMBALL MIDWEST		**Total Check Amount:**	**$546.30**
V60249	KWIK KLEEN	08/22/2025	23771	480515161	PARTS-WSHR SVC 8/6/25	$197.00
			KWIK KLEEN		**Total Check Amount:**	**$197.00**
V60250	L.N. CURTIS & SONS	08/22/2025	1053	110212111	UNIFORMS	$937.97
		08/22/2025	1053	110212111	UNIFORM	$26.58
			L.N. CURTIS & SONS		**Total Check Amount:**	**$964.55**

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V60251	LEHR	08/22/2025	26035	480515161	INSTALLATION OF K9 CAGE	$6,020.00
		08/22/2025	26035	480515161	RECONFIGURE K9 CAGE	$2,520.00
				LEHR	**Total Check Amount:**	**$8,540.00**
V60252	LIFE-ASSIST, INC.	08/22/2025	10530	174222225	PM SUPPLIES FS2	$2,121.39
		08/22/2025	10530	174222225	PM SUPPLIES FS3	$414.88
		08/22/2025	10530	174222225	CREDIT	($852.51)
				LIFE-ASSIST, INC.	**Total Check Amount:**	**$1,683.76**
V60253	LONG BEACH BMW	08/22/2025	18120	480515161	BATTERIES	$342.88
				LONG BEACH BMW	**Total Check Amount:**	**$342.88**
V60254	LOS ANGELES TRUCK CENTERS, LLC	08/22/2025	7300	480515161	A/C REPAIR	$937.10
				LOS ANGELES TRUCK CENTERS, LLC	**Total Check Amount:**	**$937.10**
V60255	PEDRO N MACUIL	08/22/2025	6714	460141474	MILEAGE JULY 2025	$78.68
				PEDRO N MACUIL	**Total Check Amount:**	**$78.68**
V60256	MAR-CO EQUIPMENT COMPANY	08/22/2025	20329	480515161	PLATE DISC	$326.84
				MAR-CO EQUIPMENT COMPANY	**Total Check Amount:**	**$326.84**
V60257	MY ARTS STUDIO	08/22/2025	31856	110404145	ART/CLAY ADVNTRE CAMP	$3,185.70
		08/22/2025	31856	110404541	ART/CLAY ADVNTRE CAMP	$3,185.70
				MY ARTS STUDIO	**Total Check Amount:**	**$6,371.40**
V60258	PREMIER FIRST RESPONDER PSYCH SVCS	08/22/2025	29540	110212111	THERAPY	$300.00
				PREMIER FIRST RESPONDER PSYCH SVCS	**Total Check Amount:**	**$300.00**
V60259	PRINT & FINISHING SOLUTIONS	08/22/2025	21135	110404211	LAMINATE ROLLS	$685.87
				PRINT & FINISHING SOLUTIONS	**Total Check Amount:**	**$685.87**
V60260	PTS COMMUNICATIONS, INC.	08/22/2025	31947	475141471	7147920398 AUG 2025	$75.00
				PTS COMMUNICATIONS, INC.	**Total Check Amount:**	**$75.00**
V60261	QUARTECH CORRECTIONS LLC	08/22/2025	29933	951000000	ILJAOC OCSW JUL25	$43,575.00
		08/22/2025	29933	950000000	ILJAOC OCJUVPET JUL25	$45,187.50
				QUARTECH CORRECTIONS LLC	**Total Check Amount:**	**$88,762.50**
V60262	READWRITE EDUCATIONAL	08/22/2025	3444	110404145	MATH/READING DEVLPMNT	$1,520.50
				READWRITE EDUCATIONAL	**Total Check Amount:**	**$1,520.50**
V60263	SC FUELS	08/22/2025	16654	480515161	UNL ETH 3986.2 GALS	$14,714.83
		08/22/2025	16654	480515161	CLR DIESEL 1200 GALS	$10,187.66
				SC FUELS	**Total Check Amount:**	**$24,902.49**
V60264	DONNA SMITH	08/22/2025	26136	110404145	WSTRN LNE DNCNG/BLLRM	$1,468.29
				DONNA SMITH	**Total Check Amount:**	**$1,468.29**
V60265	SOUTHERN CALIFORNIA NEWS GROUP	08/22/2025	32570	110212111	LEGAL NOTICE JUL 2025	$353.07
		08/22/2025	32570	510707978	LEGAL NOTICE JUL 2025	$2,471.15
		08/22/2025	32570	840141412	LEGAL NOTICE JUL 2025	$441.33
				SOUTHERN CALIFORNIA NEWS GROUP	**Total Check Amount:**	**$3,265.55**

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V60266	SPECTRUM GAS PRODUCTS, INC.	08/22/2025	16060	110222221	OXYGEN RENTAL	$57.00
		08/22/2025	16060	174222225	OXYGEN	$338.00
				SPECTRUM GAS PRODUCTS, INC.	**Total Check Amount:**	**$395.00**
V60267	STERICYCLE, INC.	08/22/2025	11925	470141483	DOC SHRED JUN/JUL25	$10.66
		08/22/2025	11925	110111161	DOC SHRED JUN/JUL25	$10.66
		08/22/2025	11925	110212122	DOC SHRED JUN/JUL25	$226.90
				STERICYCLE, INC.	**Total Check Amount:**	**$248.22**
V60268	STOTZ EQUIPMENT	08/22/2025	24388	480515161	V-BELT	$47.92
				STOTZ EQUIPMENT	**Total Check Amount:**	**$47.92**
V60269	TIM SHAW & ASSOCIATES	08/22/2025	32567	902009100	PROGRAM STAFF JUL25	$450.00
				TIM SHAW & ASSOCIATES	**Total Check Amount:**	**$450.00**
V60270	TMK INDUSTRIAL FASTENERS	08/22/2025	20181	420515131	NUTS AND BOLTS	$410.53
				TMK INDUSTRIAL FASTENERS	**Total Check Amount:**	**$410.53**
V60271	UNDERGROUND SERVICE ALERT/SC	08/22/2025	4537	420515131	DSB FEE 8/1/25	$159.75
		08/22/2025	4537	420515131	DSB WTRDIST 8/1/25	$79.88
		08/22/2025	4537	420515131	UGTICKETS SEWER JUL25	$430.00
		08/22/2025	4537	420515131	UGTICKETS WATER JUL25	$220.00
				UNDERGROUND SERVICE ALERT/SC	**Total Check Amount:**	**$889.63**
V60272	WAXIE SANITARY SUPPLY	08/22/2025	3332	490515151	JANITORIAL SUPPLIES	$9,332.69
				WAXIE SANITARY SUPPLY	**Total Check Amount:**	**$9,332.69**
V60273	MATTHEW ERIC WENDLING	08/22/2025	27564	110212111	ANNUAL K9 CONFERENCE	$440.00
				MATTHEW ERIC WENDLING	**Total Check Amount:**	**$440.00**
V60274	WEST COAST ARBORISTS, INC.	08/22/2025	1556	420515131	TREE TRIMMING	$2,206.50
				WEST COAST ARBORISTS, INC.	**Total Check Amount:**	**$2,206.50**
V60275	WEST COAST SAND & GRAVEL, INC.	08/22/2025	11519	420515131	SAND	$1,647.93
				WEST COAST SAND & GRAVEL, INC.	**Total Check Amount:**	**$1,647.93**
					Voucher Subtotal	**$744,040.65**
W26001	THE BANK OF NEW YORK MELLON	08/18/2025	16062	875	BREA PLAZA DEBT PYMT	$395,633.39
				THE BANK OF NEW YORK MELLON	**Total Check Amount:**	**$395,633.39**
W26002	THE BANK OF NEW YORK MELLON	08/18/2025	16062	890	OLINDA HTS DEBT PYMT	$315,955.46
				THE BANK OF NEW YORK MELLON	**Total Check Amount:**	**$315,955.46**
					Wire Subtotal	**$711,588.85**
					TOTAL	**$1,856,280.28**

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198904	AGILE OCCUPATIONAL MEDICINE PC	08/29/2025	32405	110141481	HR MED SVCS AUG25	$240.00
			AGILE OCCUPATIONAL MEDICINE PC		**Total Check Amount:**	**$240.00**
198905	NAKISA ASCHTIANI	08/29/2025	33666	110404542	PTS25 ACTOR	$540.00
			NAKISA ASCHTIANI		**Total Check Amount:**	**$540.00**
198906	AT&T	08/29/2025	22390	475141471	7149110022 8/14-9/13	$208.45
			AT&T		**Total Check Amount:**	**$208.45**
198907	AT&T CALNET	08/29/2025	20391	361515143	CALNET JULY 2025	$121.49
		08/29/2025	20391	110404311	CALNET JULY 2025	$893.55
		08/29/2025	20391	475141471	CALNET JULY 2025	$185.88
			AT&T CALNET		**Total Check Amount:**	**$1,200.92**
198908	BADGER METER, INC	08/29/2025	33256	420515131	METERS	$26,472.84
			BADGER METER, INC		**Total Check Amount:**	**$26,472.84**
198909	ALLISON AOUN BERTRAM	08/29/2025	27212	110404542	PTS25 ACTOR	$100.00
			ALLISON AOUN BERTRAM		**Total Check Amount:**	**$100.00**
198910	BETTS TRUCK PARTS AND SERVICE	08/29/2025	5736	480515161	90 DAY INSPECTION	$133.00
			BETTS TRUCK PARTS AND SERVICE		**Total Check Amount:**	**$133.00**
198911	BARBARA BRUBAKER	08/29/2025	33697	420	WATER ACCOUNT REFUND	$9.27
			BARBARA BRUBAKER		**Total Check Amount:**	**$9.27**
198912	CALIF BUILDING STANDARDS COMMISSION	08/29/2025	20578	110	GRN BLDG FEE 24/25 Q4	$1,150.00
		08/29/2025	20578	110000000	GBF 10% 24/25 Q2	($150.80)
		08/29/2025	20578	110000000	GBF 10% 24/25 Q4	($115.00)
		08/29/2025	20578	110	GRN BLDG FEE 24/25 Q2	$1,508.00
		08/29/2025	20578	110	GRN BLDG FEE 24/25 Q3	$2,092.00
		08/29/2025	20578	110000000	GBF 10% 24/25 Q3	($209.20)
			CALIF BUILDING STANDARDS COMMISSION		**Total Check Amount:**	**$4,275.00**
198913	KEN CHENG	08/29/2025	33685	420	WATER ACCOUNT REFUND	$127.64
			KEN CHENG		**Total Check Amount:**	**$127.64**
198914	CINTAS	08/29/2025	24347	110404542	FIRSTAID RESTOCK THTR	$134.38
			CINTAS		**Total Check Amount:**	**$134.38**
198915	COMMERCIAL AQUATIC SERVICES, INC.	08/29/2025	25513	110404422	BULK CHEMS	$740.71
			COMMERCIAL AQUATIC SERVICES, INC.		**Total Check Amount:**	**$740.71**
198916	CONCERNS OF POLICE SURVIVORS, INC	08/29/2025	33674	110212111	2025 COPS NAT'L CONF	$3,000.00
			CONCERNS OF POLICE SURVIVORS, INC		**Total Check Amount:**	**$3,000.00**
198917	CONSTRUCT & MAINTAIN CORP	08/29/2025	33646	420	WATER ACCOUNT REFUND	$167.65
			CONSTRUCT & MAINTAIN CORP		**Total Check Amount:**	**$167.65**
198918	MANUEL CRUZ	08/29/2025	33677	420	WATER ACCOUNT REFUND	$75.51
			MANUEL CRUZ		**Total Check Amount:**	**$75.51**
198919	CSUF-CAL STATE UNIVERSITY	08/29/2025	22792	110141481	LIVESCAN JUNE 2025	$66.00

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198919	FULLERTON	08/29/2025	22792	110141481	LIVESCAN JULY 2025	$176.00
			CSUF-CAL STATE UNIVERSITY FULLERTON		**Total Check Amount:**	**$242.00**
198920	DEPARTMENT OF CONSERVATION	08/29/2025	2278	110000000	SM FEES 5%24/25 Q2	($145.91)
		08/29/2025	2278	110	STRNGMTN FEE 24/25 Q4	$3,897.68
		08/29/2025	2278	110000000	SM FEES 5% 24/25 Q4	($194.88)
		08/29/2025	2278	110	STRNGMTN FEE 24/25 Q2	$2,918.21
		08/29/2025	2278	110	STRNGMTN FEE 24/25 Q3	$10,810.57
		08/29/2025	2278	110000000	SM FEES 5% 24/25 Q3	($540.53)
			DEPARTMENT OF CONSERVATION		**Total Check Amount:**	**$16,745.14**
198921	SOUTHERN CALIFORNIA EDISON	08/29/2025	3343	110515143	ELECTRICITY JULY 2025	$1,043.33
		08/29/2025	3343	110515141	ELECTRICITY JULY 2025	$2,173.67
		08/29/2025	3343	110515148	ELECTRICITY JULY 2025	$65.23
		08/29/2025	3343	360515145	ELECTRICITY JULY 2025	$1,269.38
		08/29/2025	3343	110515121	ELECTRICITY JULY 2025	$7,784.38
		08/29/2025	3343	110515144	ELECTRICITY JULY 2025	$2,026.02
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$14,362.01**
198922	CINDY EL JAMRAH	08/29/2025	33667	110404542	PTS25 ACTOR	$100.00
			CINDY EL JAMRAH		**Total Check Amount:**	**$100.00**
198923	EMPLOYMENT DEVELOPMENT DEPT	08/29/2025	7464	110	616105806 082225 PR	$100.00
			EMPLOYMENT DEVELOPMENT DEPT		**Total Check Amount:**	**$100.00**
198924	MICHAEL FANG	08/29/2025	33683	420	WATER ACCOUNT REFUND	$83.64
			MICHAEL FANG		**Total Check Amount:**	**$83.64**
198925	FRANCHISE TAX BOARD/ST OF CALIF	08/29/2025	12043	110	111-07068-77 080225PR	$508.84
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$508.84**
198926	FRONTIER COMMUNICATIONS	08/29/2025	26183	475141471	PHONE CHGS 8/7-9/6	$58.76
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$58.76**
198927	THE GAS COMPANY	08/29/2025	3749	490515151	GAS JULY 2025	$696.55
			THE GAS COMPANY		**Total Check Amount:**	**$696.55**
198928	GMS ELEVATOR SERVICES, INC.	08/29/2025	29109	490515151	ELEVATOR SERVICE	$1,345.00
		08/29/2025	29109	110515125	ELEVATOR SERVICE	$1,110.00
			GMS ELEVATOR SERVICES, INC.		**Total Check Amount:**	**$2,455.00**
198929	GOLDEN BELL PRODUCTS, INC.	08/29/2025	1411	430515123	SEWER MAINT	$5,832.00
			GOLDEN BELL PRODUCTS, INC.		**Total Check Amount:**	**$5,832.00**
198930	HOLLYDALE MOBILE ESTATES	08/29/2025	29393	270323218	SENIOR SUBSIDY SEPT25	$254.00
			HOLLYDALE MOBILE ESTATES		**Total Check Amount:**	**$254.00**
198931	JOSHUA HUANG	08/29/2025	33684	420	WATER ACCOUNT REFUND	$63.45
			JOSHUA HUANG		**Total Check Amount:**	**$63.45**
198932	HYDROPRO SOLUTIONS	08/29/2025	31845	420515131	METERS	$23,249.59

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			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$23,249.59**
198933	INSIGHT PUBLIC SECTOR INC	08/29/2025	26545	475141471	TOKENS FOR MFA SW	$1,300.54
			INSIGHT PUBLIC SECTOR INC		**Total Check Amount:**	**$1,300.54**
198934	JAMES ISHIGURO	08/29/2025	33687	420	WATER ACCOUNT REFUND	$756.73
			JAMES ISHIGURO		**Total Check Amount:**	**$756.73**
198935	JANE JANG	08/29/2025	33689	420	WATER ACCOUNT REFUND	$34.14
			JANE JANG		**Total Check Amount:**	**$34.14**
198936	JART DIRECT MAIL SERVICES	08/29/2025	8634	110404542	FALL25 PSTCRD MAILING	$1,770.00
			JART DIRECT MAIL SERVICES		**Total Check Amount:**	**$1,770.00**
198937	ALEJANDRO JURADO	08/29/2025	33692	420	WATER ACCOUNT REFUND	$87.30
			ALEJANDRO JURADO		**Total Check Amount:**	**$87.30**
198938	SAMEER M KHAN	08/29/2025	33668	110404542	PTS25 ACTOR	$100.00
			SAMEER M KHAN		**Total Check Amount:**	**$100.00**
198939	LAKE PARK BREA LP	08/29/2025	5289	270323218	SENIOR SUBSIDY SEPT25	$508.00
			LAKE PARK BREA LP		**Total Check Amount:**	**$508.00**
198940	HUY LY	08/29/2025	33686	420	WATER ACCOUNT REFUND	$69.84
			HUY LY		**Total Check Amount:**	**$69.84**
198941	MAGIC CARPET, INC.	08/29/2025	8127	490515151	COVE BASE @ BCC	$161.63
			MAGIC CARPET, INC.		**Total Check Amount:**	**$161.63**
198942	KEVIN MALONE	08/29/2025	32214	110404541	PMT-BARTENDING SVCS	$350.00
			KEVIN MALONE		**Total Check Amount:**	**$350.00**
198943	MARIPOSA LANDSCAPES, INC.	08/29/2025	27959	110515143	CITY FAC/TRAILS JUL25	$5,954.32
		08/29/2025	27959	110515148	CITY FAC/TRAILS JUL25	$2,120.27
		08/29/2025	27959	361515148	CITY FAC/TRAILS JUL25	$115.49
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$8,190.08**
198944	KELVIN MCBRIDE	08/29/2025	30221	420	WATER ACCOUNT REFUND	$24.12
			KELVIN MCBRIDE		**Total Check Amount:**	**$24.12**
198945	MEGHAN MENDOZA	08/29/2025	33696	420	WATER ACCOUNT REFUND	$18.24
			MEGHAN MENDOZA		**Total Check Amount:**	**$18.24**
198946	METER VALVE & CONTROL INC	08/29/2025	33266	420515131	ERTS FOR METERS	$24,639.40
			METER VALVE & CONTROL INC		**Total Check Amount:**	**$24,639.40**
198947	MIT CHEM-DRY	08/29/2025	32952	490515151	CARPET CLEANING @ YARD	$615.60
			MIT CHEM-DRY		**Total Check Amount:**	**$615.60**
198948	MMASC	08/29/2025	8656	110212111	25/26 MEMB RENEWAL	$125.00
		08/29/2025	8656	110111143	2025 MMASC CONF REG'N	$625.00
			MMASC		**Total Check Amount:**	**$750.00**
198949	MEHRDAD MODJTAHEDI	08/29/2025	33670	110404542	PTS25 ACTOR	$100.00
			MEHRDAD MODJTAHEDI		**Total Check Amount:**	**$100.00**

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198950	DESI MOLINARI	08/29/2025	33671	110404542	PTS25 ACTOR	$100.00
			DESI MOLINARI		**Total Check Amount:**	**$100.00**
198951	VITA MUCCIA	08/29/2025	33669	110404542	PTS25 ACTOR	$100.00
			VITA MUCCIA		**Total Check Amount:**	**$100.00**
198952	NEARMAP US INC.	08/29/2025	31959	475141471	NEARMAP SUBSCRIPTION	$6,213.00
			NEARMAP US INC.		**Total Check Amount:**	**$6,213.00**
198953	ORANGE VILLA SENIOR APARTMENTS	08/29/2025	29394	270323218	SENIOR SUBSIDY SEPT25	$254.00
			ORANGE VILLA SENIOR APARTMENTS		**Total Check Amount:**	**$254.00**
198954	ORIGINAL EQUIPMENT AUTO SUPPLY	08/29/2025	32413	480515161	TUNE-UP KIT	$187.10
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$187.10**
198955	JONATHAN PANG	08/29/2025	33691	420	WATER ACCOUNT REFUND	$92.08
			JONATHAN PANG		**Total Check Amount:**	**$92.08**
198956	CHOOSEOK PARK	08/29/2025	33690	420	WATER ACCOUNT REFUND	$44.47
			CHOOSEOK PARK		**Total Check Amount:**	**$44.47**
198957	JOOSANG PARK	08/29/2025	33680	420	WATER ACCOUNT REFUND	$24.00
			JOOSANG PARK		**Total Check Amount:**	**$24.00**
198958	CLARENCE PERR	08/29/2025	30085	420	WATER ACCOUNT REFUND	$7.14
			CLARENCE PERR		**Total Check Amount:**	**$7.14**
198959	PATRICK LEWIS PETERSON	08/29/2025	33672	110404542	PTS25 ACTOR	$100.00
			PATRICK LEWIS PETERSON		**Total Check Amount:**	**$100.00**
198960	POWERFUL GRAPHICS INC	08/29/2025	33588	110404311	STREET POLE BANNERS	$6,300.14
			POWERFUL GRAPHICS INC		**Total Check Amount:**	**$6,300.14**
198961	BILL RAY	08/29/2025	33681	420	WATER ACCOUNT REFUND	$140.66
			BILL RAY		**Total Check Amount:**	**$140.66**
198962	REPUBLIC EVS, LLC	08/29/2025	32671	174222225	INVERTER	$1,581.91
			REPUBLIC EVS, LLC		**Total Check Amount:**	**$1,581.91**
198963	RIO HONDO COLLEGE	08/29/2025	6124	110212111	SUPERVISORY TRNG	$228.00
			RIO HONDO COLLEGE		**Total Check Amount:**	**$228.00**
198964	RIVERSIDE COUNTY SHERIFF'S DEPT	08/29/2025	10660	110212111	FIREARMS INSTRUCTOR	$760.00
		08/29/2025	10660	110212111	DSPTCHR PUB SFTY BASC	$540.00
			RIVERSIDE COUNTY SHERIFF'S DEPT		**Total Check Amount:**	**$1,300.00**
198965	AKHTARBANO RIZVI	08/29/2025	25251	420	WATER ACCOUNT REFUND	$69.32
			AKHTARBANO RIZVI		**Total Check Amount:**	**$69.32**
198966	CYNTHIA RYANEN	08/29/2025	18207	110404542	PTS25 ACTOR	$100.00
			CYNTHIA RYANEN		**Total Check Amount:**	**$100.00**
198967	DIANE SECHRIST	08/29/2025	33688	420	WATER ACCOUNT REFUND	$61.51
			DIANE SECHRIST		**Total Check Amount:**	**$61.51**
198968	JULIE SHIM	08/29/2025	33693	420	WATER ACCOUNT REFUND	$79.02
			JULIE SHIM		**Total Check Amount:**	**$79.02**

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198969	NELOFER SIDDIQUI	08/29/2025	33673	110404542	PTS25 ACTOR	$100.00
			NELOFER SIDDIQUI		**Total Check Amount:**	**$100.00**
198970	REBECCA SIMONS	08/29/2025	33698	420	WATER ACCOUNT REFUND	$22.60
			REBECCA SIMONS		**Total Check Amount:**	**$22.60**
198971	SNAS INVESTMENT, LLC	08/29/2025	33629	420	WATER ACCOUNT REFUND	$50.00
			SNAS INVESTMENT, LLC		**Total Check Amount:**	**$50.00**
198972	STAGES THEATRE INC	08/29/2025	31558	110	OC 25/26 PAYOUT	$2,503.37
			STAGES THEATRE INC		**Total Check Amount:**	**$2,503.37**
198973	JANE STIFT	08/29/2025	33628	420	WATER ACCOUNT REFUND	$5.00
			JANE STIFT		**Total Check Amount:**	**$5.00**
198974	TK BURGERS CATERING, INC	08/29/2025	33483	110141481	EMPLOYEE AWARDS 2025	$2,672.93
			TK BURGERS CATERING, INC		**Total Check Amount:**	**$2,672.93**
198975	UNIFIRST CORPORATION	08/29/2025	27988	110515125	UNIFORM SVCS AUG 2025	$4.93
		08/29/2025	27988	110515143	UNIFORM SVCS AUG 2025	$7.41
		08/29/2025	27988	420515131	UNIFORM SVCS AUG 2025	$65.14
		08/29/2025	27988	440515126	UNIFORM SVCS AUG 2025	$2.85
		08/29/2025	27988	490515151	UNIFORM SVCS AUG 2025	$72.87
		08/29/2025	27988	110515141	UNIFORM SVCS AUG 2025	$24.70
		08/29/2025	27988	110515148	UNIFORM SVCS AUG 2025	$1.80
		08/29/2025	27988	110515121	UNIFORM SVCS AUG 2025	$13.98
		08/29/2025	27988	110515144	UNIFORM SVCS AUG 2025	$26.70
		08/29/2025	27988	430515123	UNIFORM SVCS AUG 2025	$13.98
		08/29/2025	27988	360515145	UNIFORM SVCS AUG 2025	$5.52
		08/29/2025	27988	361515148	UNIFORM SVCS AUG 2025	$1.80
		08/29/2025	27988	480515161	UNIFORM SVCS AUG 2025	$33.18
			UNIFIRST CORPORATION		**Total Check Amount:**	**$274.86**
198976	VERITIV OPERATING COMPANY	08/29/2025	26806	110141441	PAPER	$1,502.27
			VERITIV OPERATING COMPANY		**Total Check Amount:**	**$1,502.27**
198977	ANGELA D WATSON	08/29/2025	29013	110404542	PTS25 ACTOR	$100.00
			ANGELA D WATSON		**Total Check Amount:**	**$100.00**
198978	CHRISTOPHER STEVEN WORMALD	08/29/2025	32479	110404541	PUBLIC SCULP DOCUMNTN	$1,120.00
			CHRISTOPHER STEVEN WORMALD		**Total Check Amount:**	**$1,120.00**
198979	MAX WU	08/29/2025	33678	420	WATER ACCOUNT REFUND	$100.62
			MAX WU		**Total Check Amount:**	**$100.62**
198980	XEROX CORPORATION	08/29/2025	3349	110141441	B91 FIERY FEB-APR25	$611.17
			XEROX CORPORATION		**Total Check Amount:**	**$611.17**
198981	YORBA REGIONAL ANIMAL HOSPITAL	08/29/2025	18528	110212131	VET FEES-KODIAK	$300.81
			YORBA REGIONAL ANIMAL HOSPITAL		**Total Check Amount:**	**$300.81**

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					Check Subtotal	**$167,997.95**
V60276	ADMINISTRATIVE & PROF	08/29/2025	3344	110	4010 APEA MEMB 082225	$540.00
				ADMINISTRATIVE & PROF	**Total Check Amount:**	**$540.00**
V60277	THE ADVANTAGE GROUP	08/29/2025	24539	110	808B FSADEPCAR 082225	$2,827.48
		08/29/2025	24539	110	808C FSA URMED 082225	$5,073.11
				THE ADVANTAGE GROUP	**Total Check Amount:**	**$7,900.59**
V60278	LARRY ALANIS	08/29/2025	32661	110404424	UMPIRE FEES 8/18/25	$111.00
				LARRY ALANIS	**Total Check Amount:**	**$111.00**
V60279	ALLSTAR FIRE EQUIPMENT	08/29/2025	8353	110222221	TURNOUTS [4]	$10,175.91
				ALLSTAR FIRE EQUIPMENT	**Total Check Amount:**	**$10,175.91**
V60280	ANAHEIM GLASS, INC.	08/29/2025	21760	490515151	WINDOW REPAIR @ PLUNGE	$225.00
				ANAHEIM GLASS, INC.	**Total Check Amount:**	**$225.00**
V60281	B & S GRAPHICS INC.	08/29/2025	24357	480515161	DECALS	$3,460.93
				B & S GRAPHICS INC.	**Total Check Amount:**	**$3,460.93**
V60282	BPSEA MEMORIAL FOUNDATION	08/29/2025	14990	110	4050 MEMORIAL 082225	$95.50
				BPSEA MEMORIAL FOUNDATION	**Total Check Amount:**	**$95.50**
V60283	BRAVO ROOFING INC	08/29/2025	28437	110515141	ROOF REPAIR @ JR HIGH	$4,880.00
				BRAVO ROOFING INC	**Total Check Amount:**	**$4,880.00**
V60284	BREA CITY EMPLOYEES ASSOCIATION	08/29/2025	3236	110	4005 BCEA MEMB 082225	$804.00
				BREA CITY EMPLOYEES ASSOCIATION	**Total Check Amount:**	**$804.00**
V60285	BREA FIREFIGHTERS ASSOCIATION	08/29/2025	3237	110	4016 ASSOCMEMB 082225	$4,194.25
				BREA FIREFIGHTERS ASSOCIATION	**Total Check Amount:**	**$4,194.25**
V60286	BREA POLICE ASSOCIATION	08/29/2025	3769	110	4031 BPA MEMB 082225	$3.50
		08/29/2025	3769	110	4030 BPA REG 082225	$4,375.00
				BREA POLICE ASSOCIATION	**Total Check Amount:**	**$4,378.50**
V60287	BREA POLICE ATHLETIC LEAGUE	08/29/2025	1068	110	5010 B.P.A.L. 082225	$122.50
				BREA POLICE ATHLETIC LEAGUE	**Total Check Amount:**	**$122.50**
V60288	BREA POLICE MANAGEMENT ASSOCIATION	08/29/2025	21189	110	4019 LDF MEMB 082225	$57.00
		08/29/2025	21189	110	4020 PMA MEMB 082225	$162.50
				BREA POLICE MANAGEMENT ASSOCIATION	**Total Check Amount:**	**$219.50**
V60289	BREA/ORANGE COUNTY PLUMBING	08/29/2025	3781	490515151	PLUMBING PROJECT @ PH	$990.00
		08/29/2025	3781	490515151	PLUMBING PROJECT @ PLUNGE	$452.00
				BREA/ORANGE COUNTY PLUMBING	**Total Check Amount:**	**$1,442.00**
V60290	CLINICAL LABORATORY OF	08/29/2025	3390	420515131	WATER QUALITY	$2,346.00
				CLINICAL LABORATORY OF	**Total Check Amount:**	**$2,346.00**
V60291	THE CONNECTION CORPORATION	08/29/2025	31669	110404523	COUNSELING SVCS JUL25	$3,420.00
				THE CONNECTION CORPORATION	**Total Check Amount:**	**$3,420.00**

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V60292	ELLIOT AUTO SUPPLY CO., INC.	08/29/2025	3504	480515161	WIPERS	$87.34
				ELLIOT AUTO SUPPLY CO., INC.	**Total Check Amount:**	**$87.34**
V60293	ENTENMANN ROVIN COMPANY	08/29/2025	3457	110212111	BADGE REPAIR	$159.85
				ENTENMANN ROVIN COMPANY	**Total Check Amount:**	**$159.85**
V60294	EQUIPMENT DIRECT INC	08/29/2025	4522	110515144	SAFETY SUPPLIES	$133.37
				EQUIPMENT DIRECT INC	**Total Check Amount:**	**$133.37**
V60295	EVERNORTH CARE SOLUTIONS, INC.	08/29/2025	32734	110141481	EAP SVCS SEPT 2025	$1,202.92
				EVERNORTH CARE SOLUTIONS, INC.	**Total Check Amount:**	**$1,202.92**
V60296	EWING IRRIGATION PRODUCTS, INC.	08/29/2025	5807	110515141	PLUMBING SUPPLIES	$283.03
				EWING IRRIGATION PRODUCTS, INC.	**Total Check Amount:**	**$283.03**
V60297	GRAINGER	08/29/2025	13634	490515151	HARDWARE @ CURTIS THEATRE	$207.58
				GRAINGER	**Total Check Amount:**	**$207.58**
V60298	GABRIEL HANNAH	08/29/2025	17533	110404424	UMPIRE FEES 8/18/25	$111.00
				GABRIEL HANNAH	**Total Check Amount:**	**$111.00**
V60299	HCI SYSTEMS INC	08/29/2025	25112	490515151	FIRE SYSTEM REPR CCC	$990.00
		08/29/2025	25112	490515151	WTRFLOW FIRE INSP BCC	$846.00
		08/29/2025	25112	490515151	SPRINKLER INSP BCC	$847.00
		08/29/2025	25112	490515151	WATERFLOW TEST BCC	$846.00
				HCI SYSTEMS INC	**Total Check Amount:**	**$3,529.00**
V60300	HOLLY ELECTRIC INC.	08/29/2025	27530	346515112	MD6 LIGHT POLE REPAIR	$499.74
				HOLLY ELECTRIC INC.	**Total Check Amount:**	**$499.74**
V60301	IMPERIAL SPRINKLER SUPPLY	08/29/2025	32183	110515141	PLUMBING SUPPLIES	$1,839.70
		08/29/2025	32183	110515144	PLUMBING SUPPLIES	$2,190.13
		08/29/2025	32183	360515145	PLUMBING SUPPLIES	$437.67
				IMPERIAL SPRINKLER SUPPLY	**Total Check Amount:**	**$4,467.50**
V60302	INLAND ROUNDBALL OFFICIALS INC.	08/29/2025	31906	110404424	REFEREE FEE 8/18-8/19	$360.00
				INLAND ROUNDBALL OFFICIALS INC.	**Total Check Amount:**	**$360.00**
V60303	L.N. CURTIS & SONS	08/29/2025	1053	174222225	UNIFORM	$231.47
				L.N. CURTIS & SONS	**Total Check Amount:**	**$231.47**
V60304	LIFE-ASSIST, INC.	08/29/2025	10530	174222222	PM SUPPLIES FS3	$988.41
				LIFE-ASSIST, INC.	**Total Check Amount:**	**$988.41**
V60305	ELIZABETH A. LUSK	08/29/2025	16911	110212111	WOMEN IN LAW ENF TRNG	$255.00
				ELIZABETH A. LUSK	**Total Check Amount:**	**$255.00**
V60306	ANDREA MCGRANAHAN	08/29/2025	26046	110404424	AEROBICS JUL/AUG25	$490.00
				ANDREA MCGRANAHAN	**Total Check Amount:**	**$490.00**
V60307	TINA M MEYER	08/29/2025	12786	110212111	WOMEN IN LAW ENF TRNG	$255.00
		08/29/2025	12786	110212133	MILEAGE JUL 2025	$98.00
				TINA M MEYER	**Total Check Amount:**	**$353.00**

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V60308	MINER, LTD	08/29/2025	27173	490515151	SALLY PORT SERVICE @ CCC	$826.77
		08/29/2025	27173	490515151	APP BAY DOOR REPAIR @ FS4	$663.39
		08/29/2025	27173	490515151	P-2 GATE REPAIR @ CCC	$250.00
				MINER, LTD	**Total Check Amount:**	**$1,740.16**
V60309	MUNICIPAL WATER DISTRICT	08/29/2025	3784	420515131	25/26 CHOICE PROGRAMS	$35,210.74
		08/29/2025	3784	420515131	WATER DELIVERY JUL25	$8,505.14
				MUNICIPAL WATER DISTRICT	**Total Check Amount:**	**$43,715.88**
V60310	MUSCO SPORTS LIGHTING, LLC	08/29/2025	19179	110515141	ELECTRICAL SUPPLIES	$2,502.88
				MUSCO SPORTS LIGHTING, LLC	**Total Check Amount:**	**$2,502.88**
V60311	OZUNA ELECTRIC CO.INC.	08/29/2025	18504	110515141	REMOVE BALLAST	$5,400.00
				OZUNA ELECTRIC CO.INC.	**Total Check Amount:**	**$5,400.00**
V60312	PLUMBING WHOLESALE OUTLET, INC.	08/29/2025	18392	490515151	PLUMBING PARTS @ BCC	$297.17
		08/29/2025	18392	490515151	PLUMBING PARTS @ CCC	$79.86
		08/29/2025	18392	490515151	PLUMBING PARTS @ FS'S	$162.05
		08/29/2025	18392	490515151	FAUCET @ FS	$189.59
		08/29/2025	18392	490515151	WATER FILTERS @ FS'S	$225.81
				PLUMBING WHOLESALE OUTLET, INC.	**Total Check Amount:**	**$954.48**
V60313	RICHARDS, WATSON & GERSHON	08/29/2025	8978	280323215	0116 REIMB WORK MAY25	$1,327.50
		08/29/2025	8978	110515111	0116 REIMB WORK MAY25	$780.00
		08/29/2025	8978	480515161	0202 SCHWRZ-DEF MAY25	$3,879.50
		08/29/2025	8978	110111112	GEN LGL SVCS MAY25	$18,487.11
		08/29/2025	8978	110323213	GEN LGL SVCS MAY25	$2,242.00
		08/29/2025	8978	280323215	GEN LGL SVCS MAY25	$1,683.00
		08/29/2025	8978	420515131	GEN LGL SVCS MAY25	$38.00
		08/29/2025	8978	840141412	0116 REIMB WORK MAY25	$31,813.00
		08/29/2025	8978	840141412	GEN LGL SVCS MAY25	$2,325.00
				RICHARDS, WATSON & GERSHON	**Total Check Amount:**	**$62,575.11**
V60314	ROLLINS, INC DBA ORKIN, LLC.	08/29/2025	30616	110515125	PEST CONTROL JUL 2025	$339.15
		08/29/2025	30616	110515141	PEST CONTROL JUL 2025	$239.40
		08/29/2025	30616	420515131	PEST CONTROL JUL 2025	$179.55
		08/29/2025	30616	490515151	PEST CONTROL JUL 2025	$1,236.90
				ROLLINS, INC DBA ORKIN, LLC.	**Total Check Amount:**	**$1,995.00**
V60315	RPW SERVICES, INC.	08/29/2025	3791	360515147	INSECTICIDE TREATMENT	$195.00
				RPW SERVICES, INC.	**Total Check Amount:**	**$195.00**
V60316	CYNTHIA MARGARET SCHWARTZ	08/29/2025	32371	110404521	ZUMBA GOLD JUNE 2025	$160.00
		08/29/2025	32371	110404521	ZUMBA GOLD JULY 2025	$40.00
				CYNTHIA MARGARET SCHWARTZ	**Total Check Amount:**	**$200.00**

City Disbursement Register

Between Aug 25, 2025 12:00 AM and Aug 29, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V60317	SITEONE LANDSCAPE SUPPLY, LLC	08/29/2025	25942	345515112	IRRIGATION SUPPLIES	$849.10
		08/29/2025	25942	110515143	IRRIGATION SUPPLIES	$1,071.50
				SITEONE LANDSCAPE SUPPLY, LLC	**Total Check Amount:**	**$1,920.60**
V60318	SOUTHERN CALIFORNIA NEWS GROUP	08/29/2025	32570	110404421	FAMILY FILMS AD	$836.80
				SOUTHERN CALIFORNIA NEWS GROUP	**Total Check Amount:**	**$836.80**
V60319	STATE INDUSTRIAL PRODUCTS	08/29/2025	8572	110222223	CLEANING PRODUCTS	$474.86
				STATE INDUSTRIAL PRODUCTS	**Total Check Amount:**	**$474.86**
V60320	TARGET SPECIALITY PRODUCTS	08/29/2025	19444	110515141	DIFFERENCE OF TAX	$76.25
				TARGET SPECIALITY PRODUCTS	**Total Check Amount:**	**$76.25**
V60321	TERRY'S TESTING, INC.	08/29/2025	9217	465515149	BACKFLOW TEST	$55.00
				TERRY'S TESTING, INC.	**Total Check Amount:**	**$55.00**
V60322	TITAN WATER TECHNOLOGY, INC.	08/29/2025	25776	490515151	WATER TREATMENT	$4,980.05
				TITAN WATER TECHNOLOGY, INC.	**Total Check Amount:**	**$4,980.05**
V60323	TRUEPOINT SOLUTIONS, LLC	08/29/2025	32694	110323241	ACCELA SUPPORT JUL25	$1,196.25
				TRUEPOINT SOLUTIONS, LLC	**Total Check Amount:**	**$1,196.25**
V60324	LETICIA TRUJILLO	08/29/2025	22054	110404521	ZUMBA GOLD JULY25	$160.00
				LETICIA TRUJILLO	**Total Check Amount:**	**$160.00**
V60325	TURBO DATA SYSTEMS, INC.	08/29/2025	1472	110212122	CITATION PROC JUL25	$1,006.84
		08/29/2025	1472	110212122	HH TPM LEASE JUNE25	$312.48
				TURBO DATA SYSTEMS, INC.	**Total Check Amount:**	**$1,319.32**
V60326	VINTAGE CREEK SENIOR APARTMENTS LP	08/29/2025	29395	270323218	SENIOR SUBSIDY SEPT25	$254.00
				VINTAGE CREEK SENIOR APARTMENTS LP	**Total Check Amount:**	**$254.00**
V60327	VISTA PAINT CORPORATION	08/29/2025	4573	490515151	PAINT	$0.00
		08/29/2025	4573	490515151	PAINT @ BCC	$101.07
		08/29/2025	4573	110404541	PAINT	$171.84
				VISTA PAINT CORPORATION	**Total Check Amount:**	**$272.91**
					Voucher Subtotal	**$188,499.44**

TOTAL **$356,497.39**

City Disbursement Register

Between Sep 1, 2025 12:00 AM and Sep 5, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198982	52 RAKAATS	09/05/2025	33702	110	ACCT BALANCE REFUND	$5.00
			52 RAKAATS		**Total Check Amount:**	**$5.00**
198983	ANAHEIM FULLERTON TOWING CO.	09/05/2025	1691	480515161	VEHICLE TOW #24013	$700.00
		09/05/2025	1691	480515161	VEHICLE TOW #2202	$350.00
		09/05/2025	1691	480515161	VEHICLE TOW #3	$550.00
			ANAHEIM FULLERTON TOWING CO.		**Total Check Amount:**	**$1,600.00**
198984	ARDURRA GROUP, INC.	09/05/2025	29147	510707609	PROF SVCS JUL25	$5,300.00
			ARDURRA GROUP, INC.		**Total Check Amount:**	**$5,300.00**
198985	AT&T	09/05/2025	22050	475141471	1888934015 8-11-25	$1,946.13
		09/05/2025	22050	475141471	8705564016 8-11-25	$1,301.05
			AT&T		**Total Check Amount:**	**$3,247.18**
198986	AT&T MOBILITY	09/05/2025	32747	110404311	BB-BREAMSM 8/13-9/12	$103.75
			AT&T MOBILITY		**Total Check Amount:**	**$103.75**
198987	RICHARD AUGUSTIN	09/05/2025	31511	110404542	PTS25 ACTOR	$100.00
			RICHARD AUGUSTIN		**Total Check Amount:**	**$100.00**
198988	BADGER METER, INC	09/05/2025	33256	420515131	METERS	$21,818.43
			BADGER METER, INC		**Total Check Amount:**	**$21,818.43**
198989	BLACK & WHITE EMERGENCY VEHICLES	09/05/2025	24788	480515161	SPEAKER INSTALLATION	$100.00
		09/05/2025	24788	480515161	VEHICLE BUILD 994	$4,333.38
		09/05/2025	24788	480515161	VEHICLE BUILD	$6,217.87
			BLACK & WHITE EMERGENCY VEHICLES		**Total Check Amount:**	**$10,651.25**
198990	BUDILO CONSTRUCTION INC	09/05/2025	33593	420515131	CLA VALVE MAINT.	$4,934.96
		09/05/2025	33593	420515131	CLA VALVE MAINT	$4,605.18
			BUDILO CONSTRUCTION INC		**Total Check Amount:**	**$9,540.14**
198991	CALIFORNIA MUNICIPAL STATISTICS INC	09/05/2025	10631	110141431	DEBT STATEMENT 063025	$600.00
			CALIFORNIA MUNICIPAL STATISTICS INC		**Total Check Amount:**	**$600.00**
198992	DAVID LAWRENCE CHAMPAGNE	09/05/2025	33124	110404421	BAGPIPES 11/11/25	$275.00
			DAVID LAWRENCE CHAMPAGNE		**Total Check Amount:**	**$275.00**
198993	CITISIGN	09/05/2025	33703	110000000	BLD-2025-00400 REFUND	($0.03)
		09/05/2025	33703	840000000	BLD-2025-00400 REFUND	$363.50
		09/05/2025	33703	84032324P	BLD-2025-00400 REFUND	$0.03
			CITISIGN		**Total Check Amount:**	**$363.50**
198994	COMMERCIAL TRANSPORTATION SVC, INC.	09/05/2025	29573	110404525	CDL TRAINING	$5,608.72
			COMMERCIAL TRANSPORTATION SVC, INC.		**Total Check Amount:**	**$5,608.72**
198995	CREATE A PARTY RENTALS	09/05/2025	7113	110404421	BREAFEST RENTALS	$10,824.15
			CREATE A PARTY RENTALS		**Total Check Amount:**	**$10,824.15**
198996	DEPARTMENT OF TRANSPORTATION	09/05/2025	13722	510707251	COOPAGRMNT 0771 JUL24	$34,160.12

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
198996	DEPARTMENT OF TRANSPORTATION	09/05/2025	13722	510707306	COOPAGRMNT 0852	$4,664.13
		09/05/2025	13722	510707251	COOPAGRMNT 0771 JUL25	$3,391.85
		DEPARTMENT OF TRANSPORTATION			**Total Check Amount:**	**$42,216.10**
198997	DOKKEN ENGINEERING	09/05/2025	33440	510707946	ENVIRNMNTL SVCS JUL25	$4,732.22
		DOKKEN ENGINEERING			**Total Check Amount:**	**$4,732.22**
198998	DPREP INC	09/05/2025	16715	110212111	OFFICER TRAINING	$249.00
		DPREP INC			**Total Check Amount:**	**$249.00**
198999	SOUTHERN CALIFORNIA EDISON	09/05/2025	3343	110515143	ELECTRICITY AUG 2025	$15.42
		09/05/2025	3343	110515121	ELECTRICITY AUG 2025	$1,129.58
		SOUTHERN CALIFORNIA EDISON			**Total Check Amount:**	**$1,145.00**
199000	ENCHANTED CHARACTERS	09/05/2025	28626	110404421	CF25 CHARACTERS [4]	$1,920.00
		ENCHANTED CHARACTERS			**Total Check Amount:**	**$1,920.00**
199001	EVAN'S GUN WORLD	09/05/2025	32333	110212121	RANGE FEES AUG 25	$1,760.00
		EVAN'S GUN WORLD			**Total Check Amount:**	**$1,760.00**
199002	GOLDEN BELL PRODUCTS, INC.	09/05/2025	1411	430515123	MANHOLE SPRAYING	$6,048.00
		GOLDEN BELL PRODUCTS, INC.			**Total Check Amount:**	**$6,048.00**
199003	HYDROPRO SOLUTIONS	09/05/2025	31845	420515131	METERS	$3,303.44
		HYDROPRO SOLUTIONS			**Total Check Amount:**	**$3,303.44**
199004	JONES MAYER	09/05/2025	12144	110111112	LEGAL:CODE ENF JUL25	$3,781.00
		JONES MAYER			**Total Check Amount:**	**$3,781.00**
199005	GENEVIEVE KAUPER	09/05/2025	31890	110404542	PTS25 ACTOR	$100.00
		GENEVIEVE KAUPER			**Total Check Amount:**	**$100.00**
199006	BRENDA KENWORTHY	09/05/2025	31396	110404542	PTS25 ACTOR	$100.00
		BRENDA KENWORTHY			**Total Check Amount:**	**$100.00**
199007	LINSCOTT, LAW & GREENSPAN ENGINEERS	09/05/2025	29408	840141412	TFC ENGG SVCS JUL25	$3,152.25
		LINSCOTT, LAW & GREENSPAN ENGINEERS			**Total Check Amount:**	**$3,152.25**
199008	EDUARDO LOPEZ	09/05/2025	33675	110000000	VEHICLE RELEASE REFND	$110.00
		EDUARDO LOPEZ			**Total Check Amount:**	**$110.00**
199009	METER VALVE & CONTROL INC	09/05/2025	33266	420515131	METERS	$6,159.85
		METER VALVE & CONTROL INC			**Total Check Amount:**	**$6,159.85**
199010	MOORE FLOORING, INC.	09/05/2025	29107	181404250	FLOORING REPAIR BCC	$1,493.00
		MOORE FLOORING, INC.			**Total Check Amount:**	**$1,493.00**
199011	MUSIC ANGELS HANDS	09/05/2025	32478	110	ACCT BALANCE REFUND	$492.50
		MUSIC ANGELS HANDS			**Total Check Amount:**	**$492.50**
199012	ORANGE COUNTY WINWATER WORKS	09/05/2025	28030	420515131	PLUMBING SUPPLIES	$1,613.41
		ORANGE COUNTY WINWATER WORKS			**Total Check Amount:**	**$1,613.41**
199013	ORIGINAL EQUIPMENT AUTO SUPPLY	09/05/2025	32413	480515161	LOCK ACTUATOR	$56.41
		ORIGINAL EQUIPMENT AUTO SUPPLY			**Total Check Amount:**	**$56.41**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
199014	PUENTE HILLS FORD	09/05/2025	25742	480515161	DOOR LATCH	$100.76
		09/05/2025	25742	480515161	TRIM PANEL	$20.98
		09/05/2025	25742	480515161	KEY PROGRAMING	$297.55
		09/05/2025	25742	480515161	WHEEL	$419.52
				PUENTE HILLS FORD	**Total Check Amount:**	**$838.81**
199015	SOUTHSTAR ENGINEERING & CONSULTING	09/05/2025	32467	840515171	ENGG INSP SVCS JUL25	$11,550.00
		09/05/2025	32467	510707329	PROF SVCS JUL25	$49,551.88
				SOUTHSTAR ENGINEERING & CONSULTING	**Total Check Amount:**	**$61,101.88**
199016	JOVITA N. TAYLOR	09/05/2025	33704	110404542	PTS25 ACTOR	$100.00
				JOVITA N. TAYLOR	**Total Check Amount:**	**$100.00**
199017	PAIGE TAYLOR	09/05/2025	32486	110404542	PTS25 ACTOR	$100.00
				PAIGE TAYLOR	**Total Check Amount:**	**$100.00**
199018	TS GOVERNMENT SOLUTIONS, LLC	09/05/2025	28596	110404215	LIFE FITNESS EQPT/SVC	$1,522.85
				TS GOVERNMENT SOLUTIONS, LLC	**Total Check Amount:**	**$1,522.85**
199019	TURNOUT MAINTENANCE COMPANY, LLC	09/05/2025	19898	110222221	TURNOUT MAINTENANCE	$1,890.60
				TURNOUT MAINTENANCE COMPANY, LLC	**Total Check Amount:**	**$1,890.60**
199020	ULINE	09/05/2025	23610	420515131	SHELVES FOR WATER BAY	$719.73
				ULINE	**Total Check Amount:**	**$719.73**
199021	UNIFIRST CORPORATION	09/05/2025	27988	360515145	UNIFORM SVCS AUG 2025	$5.52
		09/05/2025	27988	361515148	UNIFORM SVCS AUG 2025	$1.80
		09/05/2025	27988	480515161	UNIFORM SVCS AUG 2025	$33.18
		09/05/2025	27988	110515141	UNIFORM SVCS AUG 2025	$24.70
		09/05/2025	27988	110515148	UNIFORM SVCS AUG 2025	$1.80
		09/05/2025	27988	420515131	UNIFORM SVCS AUG 2025	$27.89
		09/05/2025	27988	110515121	UNIFORM SVCS AUG 2025	$13.98
		09/05/2025	27988	110515144	UNIFORM SVCS AUG 2025	$26.70
		09/05/2025	27988	430515123	UNIFORM SVCS AUG 2025	$13.98
		09/05/2025	27988	110515125	UNIFORM SVCS AUG 2025	$4.93
		09/05/2025	27988	110515143	UNIFORM SVCS AUG 2025	$7.41
		09/05/2025	27988	440515126	UNIFORM SVCS AUG 2025	$2.85
		09/05/2025	27988	490515151	UNIFORM SVCS AUG 2025	$72.87
				UNIFIRST CORPORATION	**Total Check Amount:**	**$237.61**
199022	UNITED RENTALS NORTHWEST, INC.	09/05/2025	7051	110404421	BREAFEST25 RENTALS	$2,962.89
				UNITED RENTALS NORTHWEST, INC.	**Total Check Amount:**	**$2,962.89**
199023	PEDRO AARON ZAVALA	09/05/2025	33705	110	TICKET PAYOUT	$6,205.00
				PEDRO AARON ZAVALA	**Total Check Amount:**	**$6,205.00**
					Check Subtotal	**$224,148.67**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V60328	AFLAC-ACCOUNT #EZA73	09/05/2025	22923	110	ACC/CANCER INS AUG25	$882.62
			AFLAC-ACCOUNT #EZA73		**Total Check Amount:**	**$882.62**
V60329	ALL CITY MANAGEMENT SERVICES INC	09/05/2025	6604	110212132	CRSNG GRDS 8/03-8/16	$737.25
			ALL CITY MANAGEMENT SERVICES INC		**Total Check Amount:**	**$737.25**
V60330	ALTERNATIVE HOSE, INC.	09/05/2025	18488	480515161	HOSE ASSEMBLY	$90.64
			ALTERNATIVE HOSE, INC.		**Total Check Amount:**	**$90.64**
V60331	CHRISTINE E BAIR	09/05/2025	8743	110212111	TRAINING REIMB	$139.60
			CHRISTINE E BAIR		**Total Check Amount:**	**$139.60**
V60332	BILL'S AUTO UPHOLSTERY	09/05/2025	10510	480515161	SEAT REPAIR	$775.00
			BILL'S AUTO UPHOLSTERY		**Total Check Amount:**	**$775.00**
V60333	BLUEBEAM	09/05/2025	31949	110323241	25/26 BB REVU SUB	$3,830.00
			BLUEBEAM		**Total Check Amount:**	**$3,830.00**
V60334	OMAR F. BRIOSO	09/05/2025	15737	110212111	TRAINING MILEAGE	$187.44
			OMAR F. BRIOSO		**Total Check Amount:**	**$187.44**
V60335	C. WELLS PIPELINE MATERIALS INC	09/05/2025	13055	420515131	PLUMBING SUPPLIES	$995.61
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$995.61**
V60336	CLOUD DRIVEN SOLUTIONS, INC.	09/05/2025	32443	475141471	AGENDALINK HORIZON	$3,449.00
			CLOUD DRIVEN SOLUTIONS, INC.		**Total Check Amount:**	**$3,449.00**
V60337	RYAN COOPER	09/05/2025	25532	110212111	TRAINING MILEAGE	$12.74
			RYAN COOPER		**Total Check Amount:**	**$12.74**
V60338	NANCY ERTLE	09/05/2025	18801	110212111	2025 CCUG CONFERENCE	$305.00
			NANCY ERTLE		**Total Check Amount:**	**$305.00**
V60339	FLEET SERVICES	09/05/2025	5658	480515161	OIL TEST KITS	$226.28
			FLEET SERVICES		**Total Check Amount:**	**$226.28**
V60340	JESSE GARDUNA	09/05/2025	16006	110212111	TRAINING MILEAGE	$13.58
			JESSE GARDUNA		**Total Check Amount:**	**$13.58**
V60341	GRAFIX SYSTEMS	09/05/2025	28716	110222221	E-3 STICKER	$425.81
			GRAFIX SYSTEMS		**Total Check Amount:**	**$425.81**
V60342	JENNA M HERRERA	09/05/2025	10886	110212111	2025 CCUG CONFERENCE	$305.00
			JENNA M HERRERA		**Total Check Amount:**	**$305.00**
V60343	HI SIGN	09/05/2025	4693	110212122	RECORDS NAME CHANGE	$37.71
			HI SIGN		**Total Check Amount:**	**$37.71**
V60344	KRISTOFER KATAOKA	09/05/2025	18385	110404542	MILEAGE AUGUST 2025	$27.30
			KRISTOFER KATAOKA		**Total Check Amount:**	**$27.30**
V60345	KELLY SPICERS STORES	09/05/2025	31267	110141441	PAPER	$197.05
			KELLY SPICERS STORES		**Total Check Amount:**	**$197.05**
V60346	KERNTEC INDUSTRIES, INC.	09/05/2025	17490	110000000	PLAN CHECK SVCS AUG25	($75.00)
		09/05/2025	17490	84022223P	PLAN CHECK SVCS AUG25	$1,000.00
			KERNTEC INDUSTRIES, INC.		**Total Check Amount:**	**$925.00**

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Between Sep 1, 2025 12:00 AM and Sep 5, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V60347	KIMLEY-HORN AND ASSOCIATES, INC.	09/05/2025	26302	510707306	57/IMP SB ORPID JUL25	$420.00
		09/05/2025	26302	510707306	57/IMP PSR-PSD JUL25	$18,449.58
				KIMLEY-HORN AND ASSOCIATES, INC.	**Total Check Amount:**	**$18,869.58**
V60348	MAHNAZ KOHSARI	09/05/2025	12368	460141474	MILEAGE AUGUST 2025	$2.80
				MAHNAZ KOHSARI	**Total Check Amount:**	**$2.80**
V60349	KREUZER CONSULTING GROUP	09/05/2025	22072	510707329	PROF ENGG SVCS JUL25	$1,440.00
				KREUZER CONSULTING GROUP	**Total Check Amount:**	**$1,440.00**
V60350	L.N. CURTIS & SONS	09/05/2025	1053	110212111	UNIFORM	$1,086.35
		09/05/2025	1053	110222211	ADMIN PINS	$138.09
		09/05/2025	1053	110222211	UNIFORM	$745.88
		09/05/2025	1053	110222221	UNIFORM	$3,235.69
				L.N. CURTIS & SONS	**Total Check Amount:**	**$5,206.01**
V60351	LIFE-ASSIST, INC.	09/05/2025	10530	174222222	PM SUPPLIES FS3	$1,652.66
		09/05/2025	10530	174222222	PMT OF DIFFERENCE	$144.86
				LIFE-ASSIST, INC.	**Total Check Amount:**	**$1,797.52**
V60352	LINEGEAR	09/05/2025	23894	110222221	BOOTS	$796.27
				LINEGEAR	**Total Check Amount:**	**$796.27**
V60353	ELIZABETH A. LUSK	09/05/2025	16911	110212111	2025 CCUG CONFERENCE	$305.00
				ELIZABETH A. LUSK	**Total Check Amount:**	**$305.00**
V60354	RYAN MCDUFFY	09/05/2025	25627	110212111	TRAINING REIMB	$81.00
				RYAN MCDUFFY	**Total Check Amount:**	**$81.00**
V60355	TINA M MEYER	09/05/2025	12786	110212133	MILEAGE AUG 2025	$43.40
				TINA M MEYER	**Total Check Amount:**	**$43.40**
V60356	MICHAEL BAKER INTERNATIONAL, INC.	09/05/2025	31634	110515121	PROF SVCS JUL 2025	$32,575.00
				MICHAEL BAKER INTERNATIONAL, INC.	**Total Check Amount:**	**$32,575.00**
V60357	JOSEPH SAMUEL MIRAGLIA	09/05/2025	32557	110212111	TRAINING MILEAGE	$229.32
				JOSEPH SAMUEL MIRAGLIA	**Total Check Amount:**	**$229.32**
V60358	MOTOROLA SOLUTIONS, INC.	09/05/2025	22012	172212141	BODY WORN CAMERA	$868.75
				MOTOROLA SOLUTIONS, INC.	**Total Check Amount:**	**$868.75**
V60359	ANTHONY NGUYEN	09/05/2025	25978	110212111	TRAINING MILEAGE	$271.44
		09/05/2025	25978	110212111	TRAINING REIMB	$122.36
				ANTHONY NGUYEN	**Total Check Amount:**	**$393.80**
V60360	NIEVES LANDSCAPE, INC.	09/05/2025	31375	341515112	MD#1 LANDSCAPE AUG25	$1,570.36
		09/05/2025	31375	110515141	PARKS MOWING AUG25	$11,283.20
		09/05/2025	31375	110515141	PARKS MOWING JUL25	$11,283.20
		09/05/2025	31375	110515143	MED/GREENBELTS JUL25	$13,882.04
		09/05/2025	31375	343515112	MD#3 LANDSCAPE JUL25	$2,661.81
		09/05/2025	31375	110515143	MEDS/GREENBELTS AUG25	$13,882.04

City Disbursement Register

Between Sep 1, 2025 12:00 AM and Sep 5, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V60360	NIEVES LANDSCAPE, INC.	09/05/2025	31375	346515112	MD#6 LANDSCAPE JUL25	$6,680.28
		09/05/2025	31375	341515112	MD#1 LANDSCAPE JUL25	$1,570.36
		09/05/2025	31375	343515112	MD#3 LANDSCAPE AUG25	$2,661.81
		09/05/2025	31375	346515112	MD#6 LANDSCAPE AUG25	$6,680.28
		09/05/2025	31375	347515112	MD#7 LANDSCAPE AUG25	$1,063.17
		09/05/2025	31375	347515112	MD#7 LANDSCAPE JUL25	$1,063.17
		09/05/2025	31375	360515145	WC PARK LNDSCPE AUG25	$2,766.69
		09/05/2025	31375	360515145	WC PARK LNDSCPE JUL25	$2,766.69
				NIEVES LANDSCAPE, INC.	**Total Check Amount:**	**$79,815.10**
V60361	ORANGE COUNTY SANITATION DIST.	09/05/2025	14689	110000000	CM SF 5% COLL JUL25	($561.46)
		09/05/2025	14689	110000000	RES SF 5% COLL JUL25	($99.50)
		09/05/2025	14689	110	COMM SEWER FEES JUL25	$11,229.08
		09/05/2025	14689	110	RES SEWER FEES JUL25	$1,990.08
				ORANGE COUNTY SANITATION DIST.	**Total Check Amount:**	**$12,558.20**
V60362	MACY CYMANTHA SANCHEZ	09/05/2025	27495	110212111	TRAINING MILEAGE	$38.22
				MACY CYMANTHA SANCHEZ	**Total Check Amount:**	**$38.22**
V60363	SC FUELS	09/05/2025	16654	480515161	FUEL AS-NEEDED	$4,935.56
				SC FUELS	**Total Check Amount:**	**$4,935.56**
V60364	STEAMX LLC	09/05/2025	24072	480515161	NOZZLES	$43.85
		09/05/2025	24072	480515161	PRESSURE WASHER REPR	$648.08
				STEAMX LLC	**Total Check Amount:**	**$691.93**
V60365	STOTZ EQUIPMENT	09/05/2025	24388	480515161	DIGGER BLADES	$1,543.08
				STOTZ EQUIPMENT	**Total Check Amount:**	**$1,543.08**
V60366	STRAUB DISTRIBUTING COMPANY	09/05/2025	14041	110404421	BREAFEST25 BEER	$3,366.63
		09/05/2025	14041	110404421	CREDIT	($3,213.62)
				STRAUB DISTRIBUTING COMPANY	**Total Check Amount:**	**$153.01**
V60367	TRINITY SOUND COMPANY	09/05/2025	11364	110404421	VETERANS DAY 11/11/25	$1,821.27
				TRINITY SOUND COMPANY	**Total Check Amount:**	**$1,821.27**
V60368	TROPICAL PLAZA NURSERY, INC	09/05/2025	2062	345515112	MD5 LANDSCAPE JUL25	$3,026.41
		09/05/2025	2062	420515131	CITY RESERVOIRS AUG25	$1,844.66
		09/05/2025	2062	110515143	GATEWAY CTR JUL25	$1,596.50
		09/05/2025	2062	345515112	MD5 LANDSCAPE AUG25	$3,026.41
		09/05/2025	2062	420515131	CITY RESERVOIRS JUL25	$1,844.66
		09/05/2025	2062	110515143	GATEWAY CTR AUG25	$1,596.50
				TROPICAL PLAZA NURSERY, INC	**Total Check Amount:**	**$12,935.14**
V60369	URBAN HABITAT	09/05/2025	32833	510707978	AROV MOD PP#15 JUL25	$648,740.99
				URBAN HABITAT	**Total Check Amount:**	**$648,740.99**
V60370	VIRTUAL PROJECT MANAGER	09/05/2025	23508	510515171	CIP SW BCKUP/ST AUG25	$500.00

City Disbursement Register

Between Sep 1, 2025 12:00 AM and Sep 5, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			VIRTUAL PROJECT MANAGER		**Total Check Amount:**	**$500.00**
V60371	MATTHEW ERIC WENDLING	09/05/2025	27564	110212111	TRAINING REIMB	$69.00
			MATTHEW ERIC WENDLING		**Total Check Amount:**	**$69.00**
V60372	WILLDAN ENGINEERING	09/05/2025	12445	84051517I	INSP SVCS THRU 8/1	$23,175.00
		09/05/2025	12445	110000000	INSP SVCS THRU 8/1	($2,163.00)
		09/05/2025	12445	110515171	INSP SVCS THRU 8/1	$340.00
		09/05/2025	12445	510707312	PROF SVCS THRU 8/1	$408.00
			WILLDAN ENGINEERING		**Total Check Amount:**	**$21,760.00**
					Voucher Subtotal	**$861,732.58**
					TOTAL	**$1,085,881.25**

CITY of BREA

City Council Regular Meeting
Communication
September 16, 2025
Item No. 7A.

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended August 31, 2025

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Receive and file the Monthly Report of Investments.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the Successor Agency's investment activities for August. Funds received by the Successor Agency are typically spent within three to six months of receipt and are therefore 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 expenditure needs.

Attachment A includes an Investment Information Summary and a Monthly Account Statement prepared by Chandler Asset Management (Chandler) for the funds invested on behalf of the Successor Agency. As of August 31, 2025, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was $396,489 as compared to $395,067 at July 31, 2025. 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) investment accounts related to its various bond reserve accounts, which are managed by Chandler and held by the Agency's third-party custodian, The Bank of New York Mellon Trust Company, N.A. (BNY). BNY acts as an agent of the Successor Agency, and all securities are held in the name of the Successor Agency. Attachment A includes a portfolio report from Chandler for each bond reserve account that is invested. As of August 31, 2025, the market value of these funds, including short-term cash and accrued interest, was $1,579,464 as compared to $10,536,087 as of July 31, 2025.

FISCAL IMPACT/SUMMARY

In August, the total value of the Successor Agency's investment portfolio increased by $1,422 due to market rate adjustments. Meanwhile, the value of restricted investments decreased by $8,956,623, as a result of debt service

payments made to bondholders due September 1, 2025, for the 2013 and 2017 Tax Allocation Bonds.

Attachments

Attachment A - SA August 2025.pdf

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
August 31, 2025

		Book Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	**$ 747,228.56**	**$ 747,228.56**
Local Agency Investment Fund	LAIF	**$ 393,649.41**	**$ 396,488.58**
Fiscal Agent Cash & Investments			
2013 Tax Allocation Bonds	Chandler/BNY	$ 151,863.92	$ 151,863.92
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	$ 1,346,599.11	$ 1,346,599.11
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	$ 81,001.22	$ 81,001.22
Sub-total - Fiscal Agent Cash & Investments		**$ 1,579,464.25**	**$ 1,579,464.25**
Grand Total		**$ 2,720,342.22**	**$ 2,723,181.39**

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
August 31, 2025

Fiscal Agent Cash & Investments Detail		Book Value		Market Value
2013 Tax Allocation Bonds - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	151,863.92	$	151,863.92
Sub-total	**$**	**151,863.92**	**$**	**151,863.92**
2016 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	1,346,599.11	$	1,346,599.11
Sub-total	**$**	**1,346,599.11**	**$**	**1,346,599.11**
2017 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	81,001.22	$	81,001.22
Sub-total	**$**	**81,001.22**	**$**	**81,001.22**
Report Grand Total	**$**	**1,579,464.25**	**$**	**1,579,464.25**

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.22%
Average Purchase YTM	4.25%
Average Market YTM	4.22%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

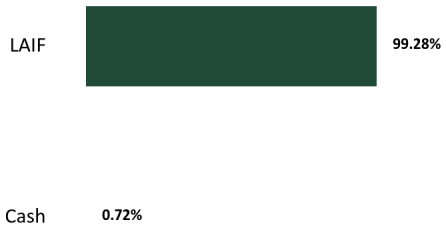
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	395,066.70	396,488.58
Accrued Interest	0.00	0.00
Total Market Value	**395,066.70**	**396,488.58**
Income Earned	4,266.10	0.00
Cont/WD	0.00	0.00
Par	395,066.70	396,488.58
Book Value	395,066.70	396,488.58
Cost Value	395,066.70	396,488.58

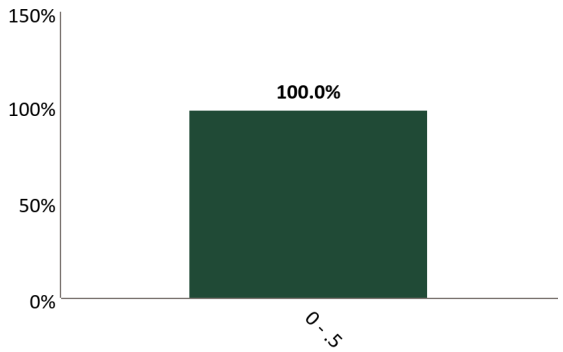
Top Issuers

LAIF	99.28%

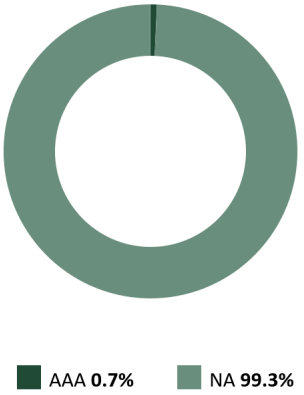
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

RECONCILIATION SUMMARY

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**0.00**
Fiscal Year to Date	**4,266.10**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**4,266.10**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	395,066.70	393,526.94
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	4,266.10
Sales	0.00	0.00
Change in Cash, Payables, Receivables	1,421.88	(1,304.46)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	396,488.58	396,488.58

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	395,066.70	393,526.94
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	4,266.10
Sales	0.00	0.00
Change in Cash, Payables, Receivables	1,421.88	(1,304.46)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	396,488.58	396,488.58

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	2,839.17	--	2,839.17	1.00	2,839.17	0.72%	Aaa/AAA	0.00
				2,839.17	0.00%	0.00	0.00	AAA	0.00
				2,839.17	**1.00**	**2,839.17**	**0.72%**		**0.00**
Total Cash		**2,839.17**		**2,839.17**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	393,649.41	--	393,649.41	1.00	393,649.41	99.28%	NA/NA	0.00
			4.25%	393,649.41	4.25%	0.00	0.00	NA	0.00
				393,649.41	**1.00**	**393,649.41**	**99.28%**		**0.00**
Total LAIF		**393,649.41**	**4.25%**	**393,649.41**	**4.25%**	**0.00**	**0.00**		**0.00**
				396,488.58	**1.00**	**396,488.58**	**100.00%**		**0.00**
Total Portfolio		**396,488.58**	**4.25%**	**396,488.58**	**4.22%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**396,488.58**			

TRANSACTION LEDGER

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
TOTAL OTHER TRANSACTIONS			**0.00**				**0.00**	**0.00**	**0.00**	**0.00**

INCOME EARNED

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	2,839.17	1,417.29 0.00 0.00 2,839.17	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,417.29 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**2,839.17**	**2,839.17**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	393,649.41	393,649.41 0.00 0.00 393,649.41	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			393,649.41 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**393,649.41**	**393,649.41**	**0.00**	**0.00**	**0.00**
			395,066.70 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**396,488.58**	**396,488.58**	**0.00**	**0.00**	**0.00**

CASH FLOW REPORT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Dividend		0.00		1,421.88		1,421.88
September 2025 Total					**1,421.88**		**1,421.88**
OCTOBER 2025							
10/15/2025	Dividend	90LAIF$00	393,649.41	Local Agency Investment Fund State Pool	1,417.29		1,417.29
October 2025 Total					**1,417.29**		**1,417.29**
Grand Total			**393,649.41**		**2,839.17**		**2,839.17**

IMPORTANT DISCLOSURES

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.