



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

Closed Session - 6:00 p.m.
Study Session - 6:20 p.m.
General Session - 7:00 p.m.

Tuesday, January 16, 2024, 7:00 PM
COUNCIL CHAMBERS
1 Civic Center Circle
Brea, California 92821

**** Revised ****

Christine Marick, Mayor

Blair Stewart, Mayor Pro Tem

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

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law 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.net. 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.net. 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 - 6:00 P.M.

1A. CALL TO ORDER/ROLL CALL

1B. PUBLIC COMMENT

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

2: STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:20 P.M.

2A. CALL TO ORDER/ROLL CALL

2B. PUBLIC COMMENT

2C. CLARIFY REGULAR MEETING TOPICS

2D. Discussion Item - Southern California Association of Governments Annual Conference Delegate and Alternate

2E. Mayor Appointments

2F. Affordable Housing Tenant Recertification Process Discussion

2G. COUNCIL MEMBER REPORT/REQUESTS

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

3A. CALL TO ORDER/ROLL CALL

3B. PLEDGE OF ALLEGIANCE: Boy Scout Troop 707

3C. INVOCATION: Pastor Dan Crane, Formation Church

3D. PRESENTATION: Visiting Students from Brea Sister City - Anseong, Korea

3E. PRESENTATION: Orange County Mosquito and Vector Control District Awareness Campaign Recognition

3F. PRESENTATION: Cal Cities (League of California Cities)

3G. PRESENTATION: Business of the Quarter

3H. REPORT- PRIOR STUDY SESSION

3I. COMMUNITY ANNOUNCEMENTS

3J. MATTERS FROM THE AUDIENCE

3K. RESPONSE TO PUBLIC INQUIRIES

4: PUBLIC HEARING

4A. Adoption of a resolution approving the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG)

- 1. Adopt Resolution No. 2024-001 approving the Public Facilities & Improvements application for participation in the Community Development Block Grant Program (CDBG) through the County of Orange for Fiscal Year 2024-25.

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."

5A. Waive Full Reading and Introduce Ordinance No. 1239, Prohibiting Large Truck Use of Carbon Canyon Road (State Route 142) and Approve CEQA Exemption Determination

- 1. Waive full reading and introduce Ordinance No. 1239, an Ordinance of the City Council of the City of Brea prohibiting large truck use of Carbon Canyon Road (State Road 142); and
- 2. Approve a California Environmental Quality Act (CEQA) exemption determination.

5B. Presentation and Adoption of Cultural Arts Master Plan

- 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."

6A. December 19, 2023 City Council Regular Meeting Minutes

- 1. Approve

6B. Adopt Resolutions Authorizing the Director of Public Works to Prepare and File Reports Relating to Annual Maintenance Assessment in Landscape and Lighting Maintenance Districts 1 through 7

- 1. Adopt Resolution Nos. 2024-002 - 2024-008 Authorizing the Director of Public Works to Prepare and File Reports Relating to Annual Maintenance Assessment in Landscape and Lighting Maintenance Districts 1 through 7.

6C. Professional Services Agreements for As-Needed Citywide Document Scanning Services

- 1. Approve Professional Services Agreements between the City of Brea and Complete Paperless Solutions and Raycom Data Technologies for as-needed Citywide Document Scanning Services in the amount not-to-exceed \$300,000 per agreement, plus up to a 10% contingency. Collectively, both agreements will not exceed the \$419,124 allocated for the project; and
- 2. Authorize the City Manager to approve contingency work for required changes within the above not-to-exceed total. Funding for the project was appropriated as part of the FY 2023-25 biennial Operating Budget and is funded from the City's General Fund (110) as well as the City's Capital Improvement Fund (510) for GIS Record Document Conversion.

6D. Upcoming City Council Topics January – June 2024

- 1. Receive and file report of the Upcoming City Council Topics for January – June 2024

6E. Approval of Memorandum of Understanding Between the City of Brea and the Brea Fire Management Association

- 1. Adopt Resolution No. 2024-009 approving Memorandum of Understanding (MOU) with the Brea Fire Management Association (BFMA)

6F. Adoption of new job descriptions and salary tabled for the positions of Information Technology Supervisor, Police Records and Property & Evidence Supervisor and Combination Inspector, amend the position allocation list for FY 2023/24 to reflect the changes, and place the classifications in the appropriate bargaining units for representation purposes

- 1. Approve Resolution No. 2024-010: 1) adopting job descriptions and salary tables for the positions of Information Technology Supervisor, Police Records and Property & Evidence Supervisor, and Combination Inspector; 2) placing the classifications in the Administrative and Professional Employees' Association (APEA) and the Brea City Employees' Association (BCEA) bargaining units respectively for representation purposes; and 3) amending the Position Allocation List to include these positions in the appropriate Department and/or Division.

6G. Accept a \$77,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations

- 1. Accept a \$77,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations

6H. December 15 & 22, 2023 and January 5, 2024 City Disbursement Registers
— 1. Receive and file

7: CITY/SUCCESSOR AGENCY - CONSENT

7A. December 15, 2023 Successor Agency Disbursement Register
— 1. Receive and file

8: ADMINISTRATIVE ANNOUNCEMENTS

8A. City Manager
8B. City Attorney
8C. Council Requests

9: COUNCIL ANNOUNCEMENTS

9A. Council Announcements

10: ADJOURNMENT

10A. Meeting Adjournment

Date Posted: January 12, 2024



City Council Regular Meeting Communication

Adoption of a resolution approving the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG)

Meeting	Agenda Group
Tuesday, January 16, 2024, 7:00 PM	PUBLIC HEARING Item: 4A
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

That the City Council adopt the Resolution approving the Public Facilities & Improvements application for participation in the Community Development Block Grant Program (CDBG) through the County of Orange for Fiscal Year 2024-25.

BACKGROUND/DISCUSSION

The Federal Housing and Community Development Block Grant Program (CDBG) was established under legislation passed by Congress in 1974 to provide housing and other assistance for low-income persons. It is funded by the Federal Department of Housing and Urban Development (HUD) and administered by the County of Orange for cities under 50,000 in population.

The City has been very successful in receiving CDBG grants to implement:

- Single-Family Residential Rehabilitation Program;
- Alley improvements identified in the Neighborhood Enhancement Plan; and
- Capital improvements to Pioneer Hall and the Senior Center.

Project eligibility is limited as the County only funds what is deemed "high priority projects," including addressing homelessness, housing rehabilitation, alley improvements, senior centers, and Americans with Disabilities Act (ADA) improvements.

The historic buildings used for the Senior Center and Pioneer Hall have routinely been improved using CDBG Public Facilities & Improvement (PF&I) funding, including updating restrooms, adding a covered patio, making parking lot and sidewalk accessibility enhancements, and in 2020 completing necessary upgrades to the kitchen facility , totaling \$550,000 in improvements.

The County released the Fiscal Year 2024-25 CDBG application package on November 29, 2023 and required that completed applications be submitted by December 21, 2023. Given the relative short application window, and in an effort for the City to continue to receive CDBG funds, staff has already submitted a completed application to the County of Orange. The County requires a Council resolution in order for Brea's application to be considered in the competitive process.

The Public Hearing scheduled for January 16, 2024 is being conducted to conform to HUD and County requirements to give the public an opportunity to participate in the application process. At the conclusion of the Public Hearing, the Council will be asked to approve, by resolution, the City's participation in the CDBG grant programs detailed below:

Public Facilities and Improvements

The most recently completed CDBG grant project was for a Senior Center Feasibility Study. Staff intends for this CDBG application to be geared towards implementing recommended improvements coming from this document. While staff

continues to garner feedback on the appropriate types of facility improvements, it is proposed that funding be requested to initiate a formal design effort to implement improvements discovered through the feasibility study.

Staff is currently working on the CDBG-funded project for the current fiscal year (2023-24) which is to make improvements to the courtyard and securing the facility, which is not anticipated to be impacted by any proposed design.

As part of the County's requirements, the resolution proposed for adoption authorizes the Mayor, or his/her designee, to execute for and on behalf of the City of Brea , the necessary agreements and/or any other documents or instruments required for participation in the Urban Counties Program for acceptance of the CDBG funds under RFA # 012-24010605-NC

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed the application at its meeting on January 9, 2023, and recommended moving the item to the full Council for approval.

FISCAL IMPACT/SUMMARY

The City of Brea routinely applies to the County of Orange for Federal Community Development Block Grant (CDBG) funding in the Public Facilities and Improvements category of the Program. Eligible uses of this funding include senior centers, projects addressing homelessness, or projects addressing accessibility in low-income areas.

The CDBG application for Public Facilities and Improvements is a single-year application (Fiscal Year 2024-25) and is requesting \$150,000, with no match required. There will be no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jenn Colacion, Senior Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager and Carrie Hernandez, Deputy Director of Community Services

Attachments

Resolution.pdf

Brea_City of FY 24-25 CDBG PF&I Application.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO APPROVE THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) WITH THE COUNTY OF ORANGE

A. RECITALS:

(i) It is the intent of the City of Brea to participate in the filing of an application with the County of Orange for a grant authorized under the Housing and Community Development Act of 1974, and the Cranston/Gonzales National Affordable Housing Act of 1990, as amended.

(ii) The Housing and Community Development Act of 1974, as amended, authorizes cities under 50,000 in population to enter into cooperation agreements with the County in which they are located for the purpose of undertaking essential housing and community development activities.

(iii) The federal government requires participating cities to provide certifications that the funds will be obtained and utilized pursuant to Federal law and policy.

(iv) It is necessary that the City adopt certain projects as described in the project summary section of the application before filing the application with the County of Orange for funding authorized under the Community Development Act of 1974 as amended.

(v) The City of Brea submitted an application under Fiscal Year 2024-25 for Public Facilities & Improvements Request For Applications # 012-24010605-NC

(vi) The City of Brea desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

B. RESOLUTION:

NOW, THEREFORE, THE CITY OF BREA, HEREBY, RESOLVES, AND ORDERS AS FOLLOWS:

(i) The City of Brea hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the City of Brea's Public Facilities & Improvements Brea Senior Center Courtyard Improvements Project under RFA # 012-24010605-NC.

(ii) The City of Brea authorizes the Mayor or his/her designee to execute, for and on behalf of the City of Brea, the necessary agreement(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG funds under RFA # 012-24010605-NC.

APPROVED AND ADOPTED this 16th day of January 2024.

Christine, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

REQUEST FOR APPLICATION



County of Orange

APPLICATIONS MUST BE RECEIVED ON
OR BEFORE

December 21, 2023

By
12:00 P.M. Pacific Time

**RFA Number
012-24010605-NC**

INSTRUCTIONS:

1. SUBMIT ELECTRONIC APPLICATION THROUGH OPENGOV.COM
2. RETURN THIS PAGE SIGNED.
3. ALL SUBMITTALS ARE TO BE IDENTIFIED WITH RFP # 012-24010605-NC
4. FOR FURTHER INFORMATION, CONTACT:

www.OpenGov.com

DATE: November 29, 2023

REQUEST FOR APPLICATION (RFA)

The County of Orange, OC Community Resources/OC Housing (hereinafter referred to as "County") is soliciting applications ("Application" or "Applications") from qualified firms (hereinafter referred to as "Applicants"), to provide high priority Public Facilities & Improvements ("PF&I") projects. Applicants must meet the minimum qualifications and requirements set forth in the Request For Application ("RFA") and must be capable of providing all core services set forth in the Scope of Services, attached in Section II and incorporated herein by this reference.

This RFA is set out in the following format:

- SECTION I Introduction and Instructions to Applicants
- SECTION II Scope of Services
- SECTION III Application Response Requirements
- SECTION IV Model Contract

APPLICATIONS ARE DUE December 21, 2023 BY 12:00 P.M. Pacific Time (PT).

Applications must be submitted electronically. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFA must be directed to: Nina Campmas (hereinafter may also be referred to as "Contract Administrator") via www.OpenGov.com (RFA No. 012-24010605-NC). For OpenGov assistance, please contact OpenGov Vendor Support Team at www.opengov.com. Applicants are not to contact other County personnel with any questions or clarifications concerning this RFA.

The Contract Administrator will provide all official communication concerning this RFA. With respect to this RFA, any County response other than from the Contract Administrator and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR APPLICATION (RFA) AND TO THE TERMS, CONDITIONS, APPLICATION(S) AND EXHIBITS REFERENCED HEREIN.

City of Brea

95-6000681

Company Name (as it appears on your invoice and W9)

Fed ID#

1 Civic Center Circle, Brea, CA 92821

Address

Authorized Signature (Sign all copies)

City Manager
Title

12/19/23
Date

Jenn Colacion, Senior Management Analyst

714-671-4452

Name of person to contact in reference to this Application

Phone Number



**OC HOUSING & COMMUNITY
PUBLIC FACILITIES & IMPROVEMENTS
FY 2024-25
APPLICATION
Bid # 012-24010605-NC**

SUPPORTING DOCUMENTS CHECKLIST

Applicants must submit complete Public Facilities and Improvements Applications electronically to Nina Campmas (hereinafter may also be referred to as "Contract Administrator") via www.OpenGov.com, RFA No. 012-24010605. Please confirm all Parts with supporting documentation are submitted prior to the RFA deadline. Applicants may submit Applications for one PF&I service requested in this RFA. A separate Application is required for each service component.

Capitalized terms not otherwise defined in the body of this Attachment A (Application) will have the meanings set forth in the body of the RFA.

Applicants must answer all questions within each section as applicable, as outlined in the following key:

ALL APPLICANTS MUST COMPLETE PART I

APPLICANTS SUBMITTING APPLICATIONS FOR PUBLIC FACILITIES & IMPROVEMENTS MUST COMPLETE PART II

PART I: MINIMUM REQUIREMENTS &

A: Applicant Information

B: Applicant Profile

C: Project Information

D: Organizational Background

E: Civil Rights Laws Compliance and HUD Standing

F: Signature and Assurances

PART II: PUBLIC FACILITIES & IMPROVEMENTS

(PUBLIC FACILITIES & IMPROVEMENTS APPLICANTS MUST COMPLETE PART I AND PART II)

A: Priority Needs, HUD Eligibility Requirements and National Objective

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

B: Leveraging and Project Budget
C: Performance Objectives and Outcomes
D: Organizational Project Capacity and Experience
E: Organizational/Project Readiness
F: Environmental Information Form

Supplemental Document Instructions: Parts requesting supplemental or narrative information should be formatted per the following:

1. Each response must be typewritten; double-spaced; and in Arial font, size 12-point print.
2. Not to exceed one (1) page per question.
3. Responses should include the question and be concise but detailed enough to address what is being asked.
4. Failure to completely answer all items and/or provide the required documents may result in your application being disqualified from consideration.
5. Hardcopies of Single Audit Reports and/or Audited Final Statements will not be accepted. Electronic copies of these documents must be uploaded via www.OpenGov.com as a separate attachment from the Application.
6. For your convenience, the Application will be available on OpenGov.com in Word format to allow for responses to be provided directly on the Application.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

PART I

A. APPLICANT INFORMATION

1. Applicant Name: City of Brea

Address: 1 Civic Center Circle

City/State/Zip: Brea, CA 92821

Phone: 714-671-4452

Fax: 714-671-4484

Applicant Website: www.cityofbrea.net

Email: jenniferc@cityofbrea.net

*UEI Number:

*D-U-N-S Number: _____ N/A _____

W-9(Federal ID Number): 95-6000681

**The County requires a valid UEI number and DUNS number upon application submittal. If needed, your organization may obtain one at no cost at SAM.gov and www.dnb.com.*

- 2. Authorized Person:** For the purposes of this RFA, the “Authorized Person” is the individual within your organization who has the authority to enter into a contract. The authorized person will be copied on all correspondence.

Authorized Person's Name: ~~William Galardo~~

Authorized Person's Title: City Manager

(i.e., Executive Director, Organization's Signature Authority)

Phone: 714-990-7711

Fax: 714-990-2258

Email: BillGa@cityofbrea.net

☒ Check here if the address for the Authorized Person is the same as that of the organization.

Address:

City/State/Zip:

- 3. Contact Person:** For the purpose of this RFA, the “Contact Person” will be the primary recipient for all correspondence related to this RFA. The contact person should be available to respond to any inquiries throughout the RFA process.

Contact Person's Name: Jenn Colacion

Contact Person's Title: Senior Management Analyst

Phone: 714-671-4452

Fax: 714-671-4484

Email: JenniferC@cityofbrea.net

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

☒ Check here if the address for the Contact Person is the same as that of the organization.

Address:

City/State/Zip:

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

B. APPLICANT PROFILE

1. Applicant's Legal Name: **City of Brea**
2. Business Address: 1 Civic Center Circle, Brea, CA 92821
3. Telephone Number: 714-671-4452 Fax: 714-671-4484
4. Website Address: www.cityofbrea.net Email Address: jenniferc@cityofbrea.net
5. Years in Operation: 106 Length of time in current location: 44
6. Is your firm:

Non-Profit 501(c)(3)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
For-Profit	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Local Government	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Faith-based	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sole Proprietorship	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If yes, indicate if doing business under a different name:

Incorporated	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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If yes, State of Incorporation:

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

C: PROJECT INFORMATION

1. **Project Title:** Brea Senior Center Facility Improvements (Design)

Project Address: 500 S. Sievers Avenue

City/State/Zip: Brea, CA 92821

FY 2024-25 Public Facilities & Improvements

Amount Requested

\$150,000

- Maximum funding amount for Public Facilities and Improvements is \$150,000 with no leveraged funds and \$350,000 with **20%** leveraged funds.

The Orange County Urban County Program is comprised of 12 cities with populations under 50,000 (participating cities). The 12 participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, San Juan Capistrano, Seal Beach, Stanton, and Villa Park. Along with 2 participating metro cities with populations over 50,000 – Placentia, and Yorba Linda, which are funded using their own HUD allocation and are exempt from the RFA process.

2. **Urban County Program**

- a. Is your agency a participating city in the County of Orange Urban County Program that will be submitting an application as part of this RFA?
☒ YES ☐ NO
- b. If not, since only one (1) Application per jurisdiction, per year for Public Facilities and Improvements will be accepted, please attach written documentation (from an authorized person) from either the participating city or the County of Orange OCCR/HCD advising the County to accept your proposal as part of this RFA.

3. **Provide a detailed summary description of your project.**

Project will include the next phase of implementing the CDBG-funded Senior Center Feasibility Study. The study, funded by the FY 22-23 grant cycle, presented several options for proposed, comprehensive improvements and expansions of the site to increase programs and services provided at the Center today. Following community outreach, the City is interested in bringing an architect on-board to prepare formal construction documents to prepare the Center for these needed improvements.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

C: PROJECT INFORMATION (Continued)

4. Minority-Owned and Women-Owned business (MBE/WBE/DBE)

- a. Will this project provide an opportunity to hire MBE and/or WBE and or DBE business?

☒ Yes

☐ No

- b. Describe all actions your organization has taken in support of HUD's goal to provide Opportunities to MBE/WBE/DBE's.

The City of Brea's established Disadvantaged Business Enterprise (DBE) Program is in accordance with federal regulations. The City policy ensures nondiscrimination by creating a level playing field so all can compete fairly, removing participation barriers. This policy states that the City of Brea will never discriminate against anyone in connection with the award of any contract on the basis of race, color, sex, or national origin. The policy is available upon request.

5. Section 3

Section 3 is a provision of the Housing and Urban Development Act of 1968. (24 CFR Part 75) The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

- a. Will this project report labor hours for Section 3 businesses or employees?

☐ Yes

☐ No **UNKNOWN**

- b. Describe all actions your organization has taken in support of HUD's goal to provide opportunities to Section 3 businesses.

Bidders are required to acknowledge Section 3 status upon submitting project bids.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

D: ORGANIZATIONAL BACKGROUND

Answer each question below in approximately one to four paragraphs, not to exceed one (1) page per question. If a specific question is not applicable to your organization, please answer with “Not Applicable”. Each response must be typewritten; double-spaced; and in Arial, size 12-font. Your responses should include the question, be concise but detailed enough to address what is being asked. For your convenience, the Application will be provided on OpenGov in Word format to allow for responses to be provided directly on the Application.

1. Does your organization expend \$750,000 or more a year in federal funds?

☒ Yes ☐ No

2. Is the applicant a Non-Profit organization? ☐ Yes ☒ No

3. Describe the organization’s goals, objectives, and mission.

Maintain a safe Environment for Breans

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

Ensure Brea Remains a Special Place

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

Protect & Enhance Brea as a Balanced Community

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

Increase Brean’s Sense of Civic Ownership

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

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

4. Provide a brief description of your organization's accounting system and controls in place.

The City of Brea uses a standard fund basis accounting system in accordance with the Governmental Accounting Standards Board State and Local Accounting Principles. We have established internal controls as to the segregation of duties related to the various accounting processes such as general ledger, payroll, accounts payable, revenues, journal entries, capital assets, etc. These internal controls are subject to being tested/reviewed annually by our contract CPA firm who prepares our audited financial statements and our federal Single Audit Report. Recommendations for improvement in internal controls are noted in the auditor's letter on internal controls that is prepared at the end of each year's audit engagement. This accounting system incorporates budgetary information as to both revenues and expenditures. During the fiscal year, all departments have access to the accounting system information as to the reporting of both budgetary and actual revenues and expenditures to provide for monitoring of all operations of the city. The accounting system also generates year-end financial reports necessary for the preparation of audited financial statements. Our internal controls are based on General Accepted Accounting Principles and are reviewed annually as part of the audited financial statements by Brea's independent auditor

5. Describe the organization's fund development method.

The City's process for fund development follows the Governmental Accounting Standards Board guidelines. The city process for fund development is a focus on increasing accountability and control of the financial resources. As to HUD's Community Development Block Grant (CDBG) Program, the City of Brea has always maintained as a condition of participate a separate special revenue fund to account for all assets, revenues (both CDBG grant income and program income) and expenditures.

6. List the person(s) who have legal authority to sign contracts and other legal documents, payment requests, and checks related to this Application. Provide a copy of the Board Resolution/Meeting Minutes which grants signing authority to these individuals for all contracts, amendments, extensions, and renewals resulting from this RFA process.

Christine Marick, Mayor

William Gallardo, City Manager

Resolution will be adopted at the January 16, 2024, City Council Public Hearing and will be provided upon execution.

7. Audit Requirements as defined in Section I.H. of the RFA:

Audits must be conducted by an independent CPA and must include a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the OC Housing & Community Development Accounting Manager or designated

OC Housing & Community Development Public Facilities & Improvements Application

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staff. Submit required audited documents electronically via OpenGov.com as it relates to your organization:

- a. Applicants who have expended Federal funds in excess of \$750,000 are required to submit two (2) years of Single Audit reports (FY 2020/21 and FY 2021/22). Refer to Section II.D.2. of the RFA document for more details related to Single Audit requirements.

Or

- b. Applicants who are not subject to Single Audit reports requirements are required to submit two (2) years of audited financial statements (FY 2020/21 and FY 2021/22).

Audited Financial Statements will include:

- Balance Sheet (Statement of Financial Position) – Including all supporting schedules (i.e., Detailed Aged Payables, Aged Receivables, Notes Payable, etc.)
- Income Statement (Profit and Loss Statement)
- Statement of Cash Flow
- Retained Earnings
- Any footnotes to the statements.

Submit Single Audit reports and Audited Financial Statements electronically via OpenGov.com as a separate attachment from the Application. Paper copies will not be accepted.

8. In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation. (Proof of Non-Profit Status or Business License.)

Not applicable.

9. Current/Past Litigation or Judgements: Has your organization been sued in the last five (5) years? If yes, provide detailed information regarding litigation (Court and case number), judgements involving your organization(s) or any company your organization holds a controlling interest in, or any company that holds an interest in your organization(s), or any of the principal officers of the organization(s).

No contract-related current/past litigation or judgments.

10. Current/Past Liens or Monetary Judgements: In the last five (5) years, has your organization had any liens or monetary judgements issued against your organization or any company your organization holds a controlling interest in, or any company that holds an interest in your organization, or any of the principal officers of the organization. Include in your response date of lien(s)/judgement(s) issued, date closed, dollar amount(s) and description/explanation. The County, at its discretion, may request additional information or back-up material.

No contract-related current/past liens or monetary judgments.

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11. Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation.

No managers or staff with fiscal responsibilities involved in litigation.

12. Have any unfavorable rulings been handed down by any court against your organization or executive director in the past five years? If yes, please provide an explanation.

No contract-related unfavorable ruling by any court against Brea or City Manager.

13. Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.

No unresolved fiscal, reporting or program issues.

14. Provide an organizational chart of your organization, including key staffing for the project.

Organizational chart provided as exhibit A.

15. Provide a copy of your organization's Board of Director's list.

Brea City Council:

Mayor Christine Marick

Mayor Pro Tem Blair Stewart

Council Member Cecilia Hupp

Council Member Marty Simonoff

Council Member Steven Vargas

16. If your organization is a non-profit, please. Provide a copy of your organization's 501(c)(3) Tax Exempt Letter. Also provide an IRS tax-exempt letter dated no later than December 2022, or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found on the Internet at http://www.sos.ca.gov/business/pdf/be_ircform.pdf. (Process may take up to 24 calendar days). In the event your Letter is not available by the due date, attach your current letter as a placeholder, along with a copy of the request form. The new Tax-Exempt letter must be submitted as soon as available, and no later than April 1, 2024.

Not applicable.

17. Provide a copy of your organization's Articles of Incorporation and By-Laws.

Not applicable.

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18. Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.

Will be provided following the January 16, 2024, City Council Public Hearing.

19. Provide IRS 990 form "Return of Organization Exempt from Income Tax", if applicable.

Not applicable.

E: CIVIL RIGHTS LAWS COMPLIANCE AND HUD STANDING

1. Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

☐ Yes

☒ No

2. If you have been a recipient under either of these programs, has your organization experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Division Homeless Program?

☐ Yes

☒ No

If you answered "Yes," please attach a brief description of the circumstances and outcomes.

3. Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuits instituted by the U.S. Department of Justice; (2) Any non-compliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of non-compliance or is currently negotiating such an agreement; (3) Any unresolved secretarial charge of discrimination issues under Section 810 (g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the agency by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of non-compliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations 24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57).

If one or more of the above five situations exist within your agency/organization, please attach a brief description.

OC Housing & Community Development Public Facilities & Improvements Application

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Authorized Signature

12/19/23

Date

William Gallardo

Print Name

City Manager

Title

F: SIGNATURES AND ASSURANCES

1. **Non-Discrimination:** This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.
2. **Accountability:** We commit this agency, of a grant is received, to provide all reports to the County of Orange as required; to expend monies only on eligible cost' to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County of Orange; to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County of Orange, if requested, by the required date.
3. **Non-collusion:** This Application is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the Applicant has not directly induced or solicited any other Applicant to put in a sham Application, or any other person, firm or corporation to refrain from submitting a Application; the Applicant has not in any manner sought by collusion to secure for him/herself an advantage over any other applicant.

We affirm that all information in this Application is true and correct to the best of our knowledge and that the Applicant under our authority will execute its responsibility under the proposed contract and fully adhere to all other applicable rules and regulations possible.



First Authorized Person Signature

12/19/23

Date

Christine Marick

Print First Authorized Person's Name

Mayor

Title



Second Authorized Person Signature

12/19/23

Date

William Gallardo

Print Second Authorized Person's Name

City Manager

Title

OC Housing & Community Development Public Facilities & Improvements Application

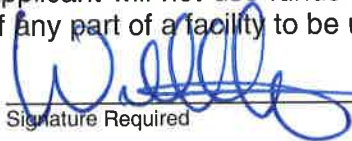
PF&I – FY 2024-25

F: SIGNATURES AND ASSURANCES (Continued)

4. I am authorized by my Board of Directors, Trustees, or other legally qualified officer to submit this application on behalf of the "Applicant."
5. Applicant is not currently on any Federal, State of California or local Debarment List.
6. Applicant will provide records to show fiscal solvency, if required.
7. Applicant will meet all applicable Federal, State, and local compliance and regulatory requirements including, but are not limited to the following:
 - a. Ensuring that records accurately reflect actual performance
 - b. Maintaining record confidentiality, as required
 - c. Reporting financial, participant, and performance data, as required
 - d. Meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - e. Meeting all applicable labor laws, including Child Labor Law standards
 - f. Meeting all lobbying certification and disclosure of lobbying activities requirements.

I recognize that I must give assurance for each item above, 'a' through 'f', as applicable. If I cannot, this Application will be automatically rejected.

8. Applicant will not use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.


Signature Required

William Gallardo
Print Name

12/19/23
Date Signed

City Manager
Print Title

OC Housing & Community Development Public Facilities & Improvements Application

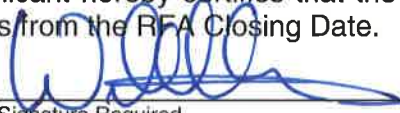
PF&I – FY 2024-25

F: SIGNATURES AND ASSURANCES (Continued)

9. Validity of Application

The County requires that all Applications be valid for at least three hundred sixty-five (365) days from this RFA's closing date. Applications which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection.

Applicant hereby certifies that the Application is valid for three hundred sixty-five (365) days from the RFA Closing Date.


Signature Required

12/19/23

Date Signed

William Gallardo
Print Name

City Manager
Print Title

10. Certification of Understanding

The County assumes no responsibility for any understanding of the Applicant or representation made by any of the County's officers, employees, or agents during or prior to the execution of any Contract resulting from this RFA unless:

- Such understanding or representations are expressly stated in the final executed contract; and
- The final executed contract expressly provides that the County assumes such responsibility.

By signing below, Applicant certifies that such understanding has been considered in this Application.


Signature Required

12/19/23


Date Signed

William Gallardo
Print Name

City Manager
Print Title

11. Minimum Qualifications Statement

Applicant hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFA.


Signature Required

12/19/23

Date Signed

William Gallardo
Print Name

City Manager
Print Title

OC Housing & Community Development Public Facilities & Improvements Application

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F: SIGNATURES AND ASSURANCES (Continued)

12. Certificate of Insurance

Applicant hereby certifies Applicant's willingness and ability to provide the required insurance coverage and certificates as set forth in the attached Model Contract, by signing below.



Signature Required

12/19/23

Date Signed

William Gallardo

Print Name


City Manager

Print Title

13. Conflict of Interest

Applicant hereby certifies that: (I) Applicant has provided the County with the disclosures required in (a) and (b) below as part of its Application, or (II) that no relationships as outlined in (a) and (b) exist.

- a. Disclose any financial, business, or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer, or employee, which may have an impact, effect, or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals, or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- b. Disclose any financial, business, or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work to be performed under the RFA or Model Contract.



Signature Required

12/19/23

Date Signed

William Gallardo

Print Name

City Manager

Print Title

OC Housing & Community Development Public Facilities & Improvements Application

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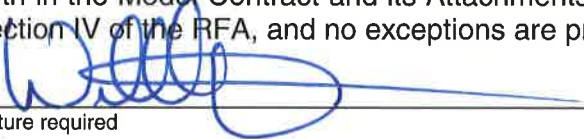
F: SIGNATURES AND ASSURANCES (Continued)

14. Statement of Compliance

A statement of compliance with all parts of this RFA or a listing of exceptions and suggested changes must be submitted in response to this RFA.

Applicant hereby certifies (Applicant must certify either a or b by signing below):

- a. This Application is submitted in strict compliance with the terms and requirements of the RFA and by submitting this Application, Applicant agrees to all terms and requirements of the RFA including, but not limited to, the terms and conditions set forth in the Model Contract and its Attachments and Exhibits that are made part of Section IV of the RFA, and no exceptions are proposed.


Signature required

OR

- b. This Application is submitted in strict compliance with the terms and requirements of the RFA, including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits that are made part of Section IV of the RFA, except for those exceptions expressly listed as required by this RFA and attached hereto.

Signature required

The parts for each proposed exception to this RFA, including, but not limited to Section IV – Model Contract, must include:

1. The complete provision Applicant is taking exception to;
2. The RFA page number and section of the provision Applicant is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word format);
4. Reason(s) for submitting the proposed exception; and
5. A description of any impact the proposed exception may have on the services to be provided.

15. Exceptions to the RFA Requirements

Exceptions that the Applicant has to any of the RFA requirements must be discussed under this section. Exceptions will be reviewed by OC Community Resources (OCCR) staff to evaluate the qualifications of the Applicant to meet program and service requirements. The OCCR reserves the right to reject a Application that is not consistent with the requirements of this RFA.

OC Housing & Community Development Public Facilities & Improvements Application

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PART II

PART II: PUBLIC FACILITIES & IMPROVEMENTS

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE

Responses to all questions/sub questions in Part II are required.

For your convenience, the Application will be available on OpenGov.com in Microsoft Word format to allow for responses to be provided directly on the Application.

1. Please provide a comprehensive description of the project's (1) priority, (2) sub-activity, (3) population(s) to be served, (4) accomplishment level, (5) services to be provided, and (6) explain how project meets the HUD Eligibility Requirements and a National Objective (LMC, LMA or LMH). **Include in this Part, clear photo(s) of the project area(s) and include explanation. If this project is located in multiple areas, only submit up to four (4) photos of different project areas and include explanation.**

(1) Senior centers are identified as high priority.

(2) The project potentially funded by this grant would benefit Brea Senior Center participants. The facility needs improvements so it can continue to be considered an accessible, functional, safe, and welcome environment for the low-income, frail seniors it serves. The past year alone, approximately 48,000 seniors were served in some capacity, and approximately 15,000 lunch meals were served at the Brea Senior Center. The Senior Center provides a setting for seniors to participate in many activities and services geared towards their needs. Without a more conducive ease of use, frail seniors, or seniors with disabilities or limited mobility, cannot reap the benefits of the Senior Center's programs. Addressing these needs is also important to prepare for the ever-changing landscape in the senior population.

(3) Brea's population for ages 60+ represents approximately 20% of residents.

(4) Potential improvements discovered through the drafting of construction documents include, improved accessibility, nutrition, wellness activity programs/services and spaces for those to reside.

(5) The project will result in construction plans that can potentially be implemented in phases and geared towards creating a more accessible, safe, and welcome hub for low-income seniors to spend their time.

OC Housing & Community Development Public Facilities & Improvements Application

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(6) Not applicable.

2. Answer the following:

a. Summarize the Scope of Work for your project.

Project will include the next phase of implementing the CDBG-funded Senior Center Feasibility Study. The study, funded by the FY 22-23 grant cycle, presented several options for proposed, comprehensive improvements and expansions of the site to increase programs and services provided at the Center today. Following community outreach, the City is interested in bringing an architect on-board to prepare formal construction documents to prepare the Center for these needed improvements.

b. Describe why this project is needed and cite evidence to substantiate the need.

The Brea Senior Center, exceeding 100 years of age, while serving approximately 48,000 seniors annually, is in need of regular improvements in order for it to remain an accessible, functional and safe environment for the low-income seniors and the community it serves. The longstanding building provides a safe setting for seniors to participate in many activities and services geared towards their needs. Without funding from this grant, improvements related to the long-term accessibility, safety and programmatic improvements cannot be addressed.

There is currently a fair amount of underutilized space surrounding the current Senior Center facility. A part of the Feasibility Study's scope was to evaluate the current and long term needs of the existing senior population to determine potential uses for this unused area. With the increasing demands for basic services such as daily prepared lunches, home-delivered meals, wellness programs, access to technology, etc. it is now time to begin the next steps of making growth possible to serve a growing need.

c. Describe how the project preserves a low and moderate-income neighborhood or provides other community benefits.

3. HUD Demographics:

- | | | |
|--|------------------------------|--|
| a. Does this project help prevent homelessness? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| b. Does this project help the homeless? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| c. Does this project help those with HIV or AIDS? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| d. Does this project primarily help persons with disabilities? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

4. Refer to Priorities below:

Projects may address more than one community development need; however, in order to be considered as addressing a "High Priority" community development need, the Application/project must meet the High Priority Needs Level identified by the Urban County, see *Priority Preferences- High Priority Needs* below. Projects with a low needs

OC Housing & Community Development Public Facilities & Improvements Application

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level **may not be considered** for funding this fiscal year.

A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

PRIORITY PREFERENCES- HIGH PRIORITY NEEDS

The County has identified the following high priority community development needs for the use of CDBG funds during Fiscal Years 2020-2024:

- a. Senior Centers
- b. Homeless Facilities
- c. Neighborhood Facilities
- d. Water/Sewer Improvements
- e. Street Improvements
- f. Sidewalk Improvements
- g. Urgent Need

Source: FY 2020-24 Consolidated Plan

Low Priority activities may not eligible for funding under this RFA.

5. Answer each question below in approximately one to four paragraphs.

- a. Based upon your description of this project in *Part II.A: Priority Needs, HUD Eligibility Requirements and National Objective*, state how your organization will address meeting a priority need with your performance and outcomes. In your description, state how your performance objectives and performance outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.

This project at the Brea Senior Center is considered a high priority because it will help City Staff take the next steps in best meeting the needs of the senior population. Improvements to accessibility, expanded programs and basic nutrition services will benefit all seniors, many of whom are low income.

- b. Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.

Senior Center staff retain records of daily program and service usage for the facility. The current participation numbers will be compared to the anticipated number of additional services that could be offered via various improvements discovered through the design development.

OC Housing & Community Development Public Facilities & Improvements Application

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- c. Describe the specific population that your project will serve (i.e., low to moderate-income).

This project will serve all Senior Center patrons, many of whom have limited mobility and are low income.

- d. Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).

The implementation of facility improvements through a comprehensive design and it's potential to accommodate future services and additional seniors will benefit seniors, facility volunteers, and staff by proposing newly identified ways to meet the growing needs of the senior population.

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A: PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

ELIGIBLE BLOCK GROUPS

6. Is the project/activity Limited Clientele (LMC)? Yes ☐ No ☒

If LMC, please include address and or map of improved locations.

7. Is the project/activity Low/Mod Housing (LMH)? Yes ☐ No ☒

8. Does the project/activity serve Low/Mod Area (LMA)? Yes ☐ No ☒

ELIGIBLE BLOCK GROUP – If your project's national objective is Low Mod Area (LMA) please complete the table below.

Eligible census tract(s) and block group(s) **is required** in this section if you are qualifying for a low to moderate-income area (LMA).

Visit the following website to obtain census information:

<https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>

ELIGIBLE BLOCK GROUP TABLE				
Eligible Block Groups	Eligible Census Tracts	Number of Low to Moderate-Income Population	Total of Population	Percentage of Low to Moderate-Income Population

9. If a project's boundaries are not within an Eligible Block Group, please answer the following questions:

a. Have you submitted a survey to HUD? Date survey submitted to HUD: _____

Yes ☐ No ☐

b. Did HUD approve your survey? Please attach a copy of the approval letter from HUD. Projects cannot be awarded funding without a survey approved by HUD.

Yes ☐ No ☐

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B: LEVERAGING AND PROJECT BUDGET

FY 2024-25 Resource Value (Leveraging)

Resources such as professional services should be valued at a fair-market rate. Buildings and equipment should also be valued at the fair-market rental value. Volunteer time should be valued at \$10.00 per hour.

1. Complete Leveraging Table
 - a. Type of resource to complete a specific project activity.
 - b. Project activity necessary to complete the project.
 - c. What is the source of the leverage?
 - d. Leverage value earmarked for FY 2024-25.
 - e. Attach leveraging letters

LEVERAGING TABLE FY 2024-25			
Example			
Type of Resource	Project Activity	Source of Leverage	Leverage Value
Staffing	Project Management	Gas Tax	\$20,000
Engineer	Project Design/Engineering	City General Fund	\$50,000
Total Leveraging			\$70,000
Type of Resource	Project Activity	Source of Leverage	Leverage Value
Total Leveraging			

*Maximum number of points awarded to projects demonstrating dollar amount of leveraged resources.

LEVERAGING CERTIFICATION

I certify on behalf of _____ and attest that all leveraged resources contained in *Part II: B*, have not been previously used for other project(s) and that all information contained in *Part II: B* is true and accurate to the best of my knowledge.

Authorized Signature

Date

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B: LEVERAGING AND PROJECT BUDGET (Continued)

FY 2024-25 PROJECT BUDGET

Complete *Project Budget Table* below by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project.

- Maximum funding amount for Public Facilities and Improvements (PF&I) project - \$350,000 with 20% leveraged funding.
- Maximum funding amount for Public Facilities and Improvements (PF&I) project funding is \$150,000 without 20% leveraged funding.

FY 2024-25 CDBG funding may increase or decrease based on HUD's final allocation of CDBG funds to the Urban County/Housing and OC Housing & Community Development. We estimate a total of \$2,400,000 may be available for PF&I projects.

2. Complete *Project Budget Table* below.

PROJECT BUDGET TABLE – FY 2024-25				
Example				
Project Costs	Urban County Funds	Leveraged Resources	Total	Accomplishments
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000	
Project Activity: HVAC Improvements	\$ 25,000	\$ 20,000	\$ 45,000	800 People
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000	1 Facility
Project Costs	Urban County Funds	Leveraged Resources	Total	
Project Activity: Design/Project Development	\$150,000	N/A	\$150,000	
Project Activity:				
Project Activity:				
Project Activity:				
Project Activity:				
Project Activity:				
Project Activity:				
Project Activity:				
Project Activity:				
Total Project Cost				

OC Housing & Community Development Public Facilities & Improvements Application

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3. Provide a detailed description of each project activity listed in above table.

Funds will be used to complete a comprehensive facility design to address current and future needs, upgrades and repairs for the Brea Senior Center focusing on ADA accessibility improvements and upgrades, increased programming space, and customer service enhancements.

C: PERFORMANCE OBJECTIVES AND OUTCOMES

1. Using the definitions below, complete the *Performance Objectives and Outcomes Table* by stating project activity, output, performance objectives and performance outcomes.

Activity Identify project activities geared towards completing project, set quantifiable units of accomplishments (e.g., planning, construction, inspections).

Output Identify project outputs such as proposed units of accomplishments (what do you hope to achieve from your project, e.g., complete 1,000 linear feet of sidewalk).

Performance Objectives

- a. Suitable Living Environment: In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- b. Decent Affordable Housing: The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose for the project is to meet the individual family or community needs and not programs where the housing is an element of a larger effort.
- c. Creating Economic Opportunities: This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Performance Outcomes

- a. Availability/Accessibility: This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income people.
- b. Affordability: This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

OC Housing & Community Development Public Facilities & Improvements Application

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- c. Sustainability (Promoting Livable or Viable Communities): This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

C: PERFORMANCE OBJECTIVES AND OUTCOMES (Continued)

1. Please complete the *Performance Objectives and Outcomes Table* below.

PERFORMANCE OBJECTIVES AND OUTCOMES TABLE			
Example			
Activity	Outputs	Performance Objectives	Performance Outcomes
Inspection	1000 Lf. of Sidewalk	Suitable Living Environment	Availability/Accessibility
Construction	300 Sq. Ft. of Lumber	Decent Affordable Housing	Affordability
Activity	Outputs	Performance Objectives	Performance Outcomes
Planning	1 Facility	Facility Design	Availability/Accessibility & Sustainability

OC Housing & Community Development Public Facilities & Improvements Application

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D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE

1. Has your organization received funding for this type of activity during the previous three years? Yes ☒ No ☐

If you answered, “Yes”, complete Previous Funding Table below by identifying the contract number, award amount, program income, if generated; and any unspent funds.

If you answered “No” above, submit a letter signed by this application’s authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether contractual performance measures were achieved.

PREVIOUS FUNDING TABLE				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2021-22	N/A	N/A	N/A	N/A
2022-23	22-23-0006-PFI	\$75,000	N/A	\$3,000
2023-24	23-23-0006-PFI	\$150,000	N/A	In progress

2. Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing qualifications in your description.

The City of Brea’s Financial Services Manager, Monica Lo, will provide financial oversight of the project. Monica has extensive knowledge of the CDBG program and regulations.

Senior Management Analyst, Jenn Colacion, will serve as Project Manager. Jenn has extensive budget knowledge having developed the Community Services Department Budget, with 10 years of experience with the City. She recently completed the 3-year CDBG funded rehabilitation of the Brea Senior Center, in addition to serving as project manager for the completed CDBG funded Senior Center Feasibility Study.

Brea Senior Center Director, Tim Takahashi, will also serve as Project Manager. Tim has been with the City for over 20 years, having managed senior programming, case management, and transportation services. He also has a background in IT software training, marketing, and graphic design. H will assist with site-specific oversight of the project.

Both Project Managers will be overseen by Carrie Hernandez, Community Services

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

Manager, who also has extensive knowledge and background in City financial management and grant execution.

3. Describe the organization's experience administering this type or similar project.

The City of Brea has extensive experience administering and successfully completing a wide variety of governmental grant-funded projects. The City has worked effectively with the County for nearly 45 years on CDBG housing grants, and nearly 20 years of CDBG public facilities projects.

The City's approach to effective grant management includes assigning a project manager and grant implementation team that, depending on the project needs, includes accounting, engineering, building inspections, contract administration, maintenance, programming, prevailing wage compliance, and public information staff. Contract City attorney, architects, structural engineers, and other consultants are added as needed to assure all aspects of the grant project are successfully completed.

4. Describe the reason why funds remain unspent in the Previous Funding Table above. Include an explanation of how the organization intends to complete the project.

For the FY 22-23 project, the City authorized a \$72,000 contract with the architect, Westberg White Architecture, allowing for \$3,000 in contingencies should any unforeseen issues have come up that would create the need for an increase in project expenses. This did not need to be utilized for the project.

5. Please submit a copy of your most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the OC Housing & Community Development Accounting Manager or designated staff.

Applicants who have expended Federal funds in excess of \$750,000 are required to submit two (2) years of Single Audit reports (FY 2020/21 and FY 2021/22). Refer to Section II.D.2. of the RFA document for more details related to Single Audit requirements.

Or

Applicants who are not subject to Single Audit reports requirements are required to submit two (2) years of audited financial statements (FY 2020/21 and FY 2021/22).

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE (Continued)

Audited Financial Statements will include:

- Balance Sheet (Statement of Financial Position) – Including all supporting schedules (i.e. Detailed Aged Payables, Aged Receivables, Notes Payable, etc.)
- Income Statement (Profit and Loss Statement)
- Statement of Cash Flow
- Retained Earnings
- Any footnotes to the statements.

Submit Single Audit reports and Audited Financial Statements electronically OpenGov.com as a separate attachment from the Application. Paper copies will not be accepted.

Applicants who have expended Federal funds in excess of \$750,000 please see PART I: D: Organizational Background, Item 7.

OC Housing & Community Development Public Facilities & Improvements Application

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E: ORGANIZATIONAL/PROJECT READINESS

- Project milestones are an effective method of demonstrating overall project readiness. Enter the date the milestone action was completed in column 1. If the milestone action is in progress, enter the start and end dates in columns 2 and 3. If the action is not applicable to your project, check column 4.

ORGANIZATIONAL/PROJECT READINESS CHART				
	1 Action Complete	2 Action In Progress Start Date	3 Action In Progress End Date	4 Action N/A
Milestone Actions				
A. Governing Body approval to apply for funds		1/19/24		
B. Minute Order/Board Resolution		1/19/24		
C. Project found in current annual budget		7/1/24		
Staffing/Consultant assigned for design/implementation		8/30/24		
D. Feasibility Study				N/A
Design			6/30/25	
Project in concept phase				N/A
RFA/RFQ process administered				N/A
Consultant contract with design engineer negotiated				N/A
Final plans and specifications written				N/A
Finals plans and specifications approved				N/A
Environmental Approvals (CEQA/NEPA)				N/A
E. Acquisition/Rehabilitation				N/A

- Include in your application documentation regarding all completed milestone actions (i.e., Minute Order/Board Resolution, public hearing notice, closed session notice and/or Agenda) and applicable documentation for Milestone Actions, A through E. All Applicants must immediately schedule meetings with your authority boards to ensure, if selected, all council/board approvals must be submitted prior to contract signing by your agency. Please include any prepared staff report as a response to this RFA and identify your council/board schedule meeting date.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

E: ORGANIZATIONAL/PROJECT READINESS (Continued)

For Applicants: When submitting to your council/board approval via a resolution/board approval-minutes, should include:

[Sample Council/Board Resolution]

The [agency name] submitted (or will be submitting) an application under FY 2024-25 FOR PUBLIC FACILITIES & IMPROVEMENTS REQUEST FOR APPLICATION BID NO. 012-24010605-NC.

The [agency name] desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

NOW, THEREFORE, THE [agency name], HEREBY, RESOLVES, AND ORDERS AS FOLLOWS:

- 1. The [agency name] hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the [agency name] Public Facilities & Improvements [project name] Project under Bid No. 012-24010605-NC.*
- 2. The [agency name] authorizes the [Individual Title] or his/her designee to execute, for and on behalf of the [agency name], the necessary agreements(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG funds under Bid No. 012-24010605-NC.*

3. Include in your application a written status for all milestone actions marked as "In Progress." Include supporting documentation to support progress.
4. Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

F: ENVIRONMENTAL INFORMATION FORM

OC Housing & Community Development and Community Services
1501 E. Saint Andrew St, First Floor, Santa Ana, CA 92705
Environmental Information Form
NEPA (24 CFR Part 58)

Project Title: Brea Senior Center Facility Improvements (Design)
Program Activity (ies): Complete Design for Needs, Upgrades, Expansions, etc.
Name of Subrecipient: N/A
Fund Type (s): ☒ CDBG ☐ HOME ☐ ESG ☐ NSP ☐ OCHA/Operating Reserves ☐ CoC ☐ General Fund
Contract Number (s):
Contract Amount: \$ _____

Project Location: (Provide precise address and include Census Tract No... If confidential, please insert "Suppressed" and provide Census Tract No.)

Brea Senior Center (500 Sievers Avenue, Brea, CA 92821)

Project Activity Level Description: (Please provide in detail the level of services you provide or the scope of rehabilitation and/or construction your project will involve. If needed, please use attachments.)

(Projects involving new construction, rehabilitation or acquisition activities must complete the Supplemental Site Information portion of this form)

Scope to include design only, no construction.

Existing Environmental Conditions: (Please, describe the surrounding environment around your project)

Environment surrounding Brea Senior Center includes Brea Creek Golf Course, Arovista Park, and adjacent residential neighborhood.

Previous Governmental Actions/Approvals Received on your Project: (If applicable, please list and attach a copy of any discretionary approvals you received on your project from a City or other County Agency.)

N/A

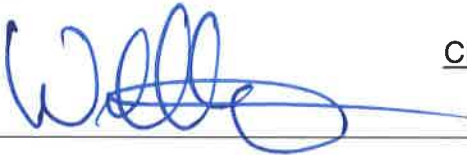
**OC Housing & Community Development Public Facilities &
Improvements Application**
PF&I – FY 2024-25

Discretionary Approval(s) Needed From City/County to Complete your Project(s):

N/A

I hereby declare that the statements furnished above, including any exhibits attached hereto represent all information required for this assessment. Said statements together with any exhibits attached hereto are true and correct.

Signature



City Manager
Title

12/19/23
Date

Supplemental Site Information

PLEASE PROVIDE ALL KNOWN INFORMATION AS REQUESTED – CHECK ALL BOXES THAT
APPLY

All PF&I Activities must include site photos and site plan

Proposed Project Type:

Description of the Application: Include all contemplated actions, which logically are either geographically, or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

F: ENVIRONMENTAL INFORMATION FORM (Continued)

Proposed Site: Zoning Designation: P/R/OS-PR (Parks/Recreation/Open Space-Parks & Recreation)

General Plan Land Use Designation: Parks/Recreation/Open Space-Parks & Recreation

Is project in a floodplain? No FEMA Map No: 06059C0042J (attach copy)

Existing Use(s): ☐ Vacant ☐ Residential ☐ Commercial ☐ Industrial

Other: **Public Facility**

Size of Site: Approx. 2 Acres _____ Sq. Ft. Assessor's Parcel No: 284-261-01

Age of Existing Structures: 40 – 100 years Year built: _____

Prior Use(s)/Development(s):

☐ Residential ☐ Industrial ☐ Commercial ☐ Agriculture Other: N/A

If residential use, number of units: N/A Proposed _____ Existing _____

Studio # of Units _____ 1 Bedroom # of Units _____

2 Bedroom # of Units _____ 3 Bedroom # of Units _____ 4+Bedroom # of Units _____

Total Number of Units: _____ Total Number of Buildings: _____

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings. [24 CFR 58.40(a)]

Project area is in good condition.

OC Housing & Community Development Public Facilities & Improvements Application

PF&I – FY 2024-25

F: ENVIRONMENTAL INFORMATION FORM (Continued)

Is current zoning and use appropriate for the proposed site? If not, present a plan for obtaining any discretionary approvals. Yes.

Prior Analysis:

Have there been any prior Environmental Reviews completed for the proposed site or project within the last five (5) years. *If yes, please attach copies of the Environmental Review.* ☐ Yes ☒ No

Has the site been involved in any other applications previously submitted to this office?

☒ Yes ☐ No

Title of Prior Application: Brea Senior Center Courtyard Improvements

Applicant's Name: City of Brea

Eventual Result: ☐ Project Not Funded

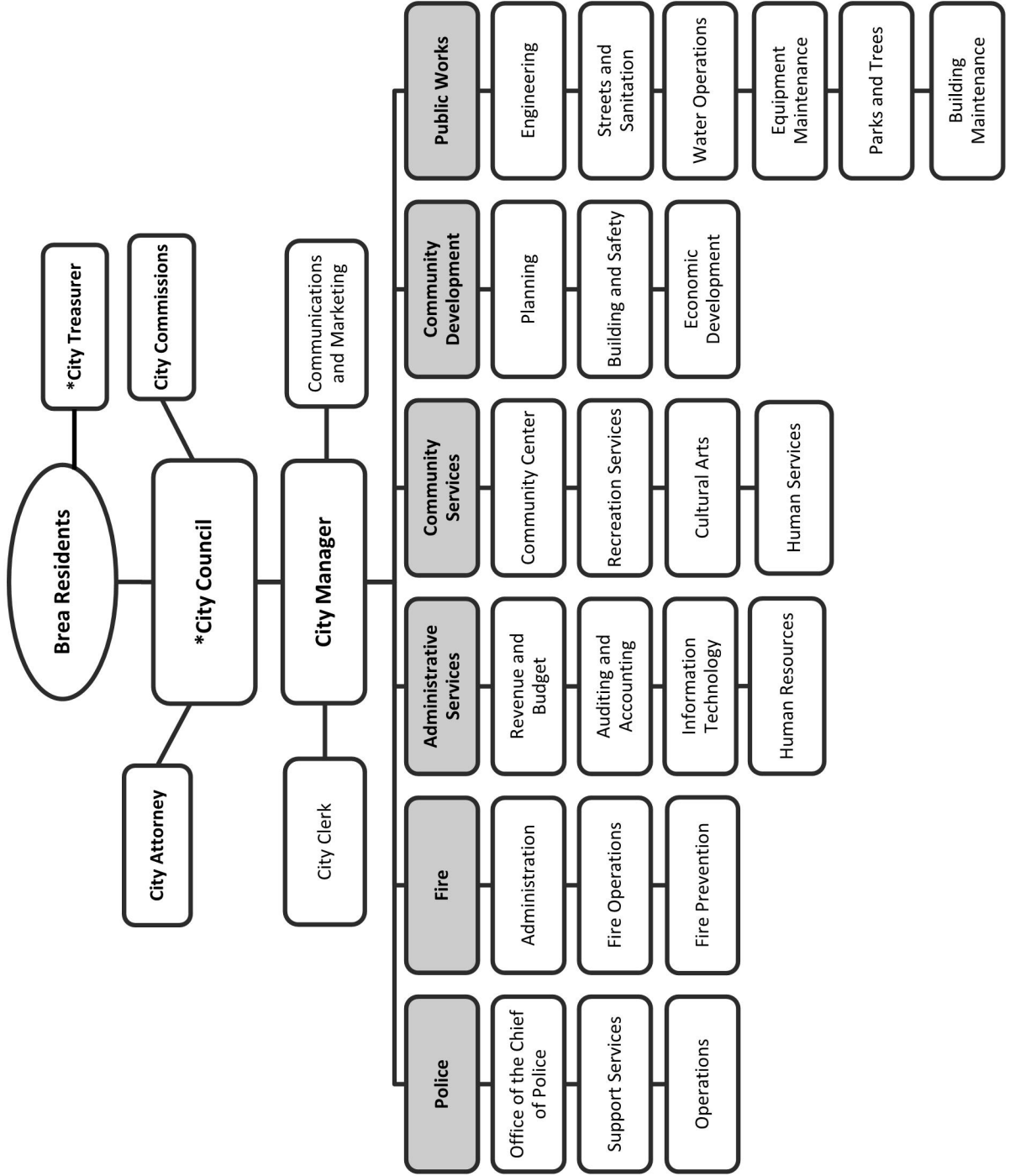
☒ Project Funded \$150,000

☐ Project Completed Date Completed _____

☐ Project Cancelled Date Cancelled _____

Describe why project was cancelled:

CITY ORGANIZATION CHART



*Elected

**CITY OF BREA
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Brea City Council will conduct a public hearing on **Tuesday, January 16, 2024 at 7:00pm**, or as soon thereafter as the matter can be heard, in the Council Chambers of the Civic and Cultural Center, 1 Civic Center Circle, Brea, California, to consider the adoption of a resolution approving the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG).

FURTHER INFORMATION may be obtained at the Office of the City Clerk or by calling (714) 990-7756.

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions on the matter outlined above.

If you challenge this ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at, or prior to, the public hearing.

Dated: December 19, 2023

Lilian Harris-Neal
City Clerk of City of Brea

Publish: January 4, 2024



Adoption of a resolution approving the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG)

Meeting	Agenda Group
Tuesday, January 16, 2024, 7:00 PM	PUBLIC HEARING Item: 5A
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

That the City Council adopt the Resolution approving the Public Facilities & Improvements application for participation in the Community Development Block Grant Program (CDBG) through the County of Orange for Fiscal Year 2024-25.

BACKGROUND/DISCUSSION

The Federal Housing and Community Development Block Grant Program (CDBG) was established under legislation passed by Congress in 1974 to provide housing and other assistance for low-income persons. It is funded by the Federal Department of Housing and Urban Development (HUD) and administered by the County of Orange for cities under 50,000 in population.

The City has been very successful in receiving CDBG grants to implement:

- Single-Family Residential Rehabilitation Program;
- Alley improvements identified in the Neighborhood Enhancement Plan; and
- Capital improvements to Pioneer Hall and the Senior Center.

Project eligibility is limited as the County only funds what is deemed "high priority projects," including addressing homelessness, housing rehabilitation, alley improvements, senior centers, and Americans with Disabilities Act (ADA) improvements.

The historic buildings used for the Senior Center and Pioneer Hall have routinely been improved using CDBG Public Facilities & Improvement (PF&I) funding, including updating restrooms, adding a covered patio, making parking lot and sidewalk accessibility enhancements, and in 2020 completing necessary upgrades to the kitchen facility , totaling \$550,000 in improvements.

The County released the Fiscal Year 2024-25 CDBG application package on November 29, 2023 and required that completed applications be submitted by December 21, 2023. Given the relative short application window, and in an effort for the City to continue to receive CDBG funds, staff has already submitted a completed application to the County of Orange. The County requires a Council resolution in order for Brea's application to be considered in the competitive process.

The Public Hearing scheduled for January 19, 2024 is being conducted to conform to HUD and County requirements to give the public an opportunity to participate in the application process. At the conclusion of the Public Hearing, the Council will be asked to approve, by resolution, the City's participation in the CDBG grant programs detailed below:

Public Facilities and Improvements

The most recently completed CDBG grant project was for a Senior Center Feasibility Study. Staff intends for this CDBG application to be geared towards implementing recommended improvements coming from this document. While staff continues to garner feedback on the appropriate types of facility improvements, it is proposed that funding be requested to initiate a formal design effort to implement improvements discovered through the feasibility study.

Staff is currently working on the CDBG-funded project for the current fiscal year (2023-24) which is to make improvements to the courtyard and securing the facility, which is not anticipated to be impacted by any proposed design.

As part of the County's requirements, the resolution proposed for adoption authorizes the Mayor, or his/her designee, to execute for and on behalf of the City of Brea , the necessary agreements and/or any other documents or instruments required for participation in the Urban Counties Program for acceptance of the CDBG funds under RFA # 012-24010605-NC

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed the application at its meeting on January 9, 2023, and recommended moving the item to the full Council for approval.

FISCAL IMPACT/SUMMARY

The City of Brea routinely applies to the County of Orange for Federal Community Development Block Grant (CDBG) funding in the Public Facilities and Improvements category of the Program. Eligible uses of this funding include senior centers, projects addressing homelessness, or projects addressing accessibility in low-income areas.

The CDBG application for Public Facilities and Improvements is a single-year application (Fiscal Year 2024-25) and is requesting \$150,000, with no match required. There will be no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jenn Colacion, Senior Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager and Carrie Hernandez, Deputy Director of Community Services

Attachments

[Resolution.pdf](#)

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO
APPROVE THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024-25
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
WITH THE COUNTY OF ORANGE**

A. RECITALS:

(i) It is the intent of the City of Brea to participate in the filing of an application with the County of Orange for a grant authorized under the Housing and Community Development Act of 1974, and the Cranston/Gonzales National Affordable Housing Act of 1990, as amended.

(ii) The Housing and Community Development Act of 1974, as amended, authorizes cities under 50,000 in population to enter into cooperation agreements with the County in which they are located for the purpose of undertaking essential housing and community development activities.

(iii) The federal government requires participating cities to provide certifications that the funds will be obtained and utilized pursuant to Federal law and policy.

(iv) It is necessary that the City adopt certain projects as described in the project summary section of the application before filing the application with the County of Orange for funding authorized under the Community Development Act of 1974 as amended.

(v) The City of Brea submitted an application under Fiscal Year 2024-25 for Public Facilities & Improvements Request For Applications # 012-24010605-NC

(vi) The City of Brea desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

B. RESOLUTION:

NOW, THEREFORE, THE CITY OF BREA, HEREBY, RESOLVES, AND ORDERS AS FOLLOWS:

(i) The City of Brea hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the City of Brea's Public Facilities & Improvements Brea Senior Center Courtyard Improvements Project under RFA # 012-24010605-NC.

(ii) The City of Brea authorizes the Mayor or his/her designee to execute, for and on behalf of the City of Brea, the necessary agreement(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG funds under RFA # 012-24010605-NC.

APPROVED AND ADOPTED this 16th day of January 2024.

Christine, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk



City Council Regular Meeting Communication

Waive Full Reading and Introduce Ordinance No. 1239, Prohibiting Large Truck Use of Carbon Canyon Road (State Route 142) and Approve CEQA Exemption Determination

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	ADMINISTRATIVE ITEMS	Item: 5A
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

1. Waive full reading and introduce Ordinance No. 1239 prohibiting large truck use of Carbon Canyon Road (State Route 142); and
2. Approve a California Environmental Quality Act (CEQA) exemption determination.

BACKGROUND/DISCUSSION

In 2016, the City of Chino Hills invited the City of Brea to collaborate on the preparation of a preliminary traffic study to analyze issues related to traffic volumes, operations and truck traffic safety along Carbon Canyon Road (State Route 142). The City of Brea agreed to participate in the preliminary traffic study at no cost. The roadway spans across San Bernardino and Orange Counties and is often used as a commuter thoroughfare. Carbon Canyon Road, also known as State Route 142, is under the jurisdiction of the California Department of Transportation (Caltrans). The segment through Carbon Canyon is approximately 8.4 miles from Chino Hills to Brea and is maintained by two separate Caltrans Districts; District 12 (Orange County) on the Brea side to the county line, and District 8 (San Bernardino County) on the Chino Hills side to the county line.

In 2017, the City of Chino Hills completed the study and shared a Technical Memorandum and its findings entitled "Carbon Canyon Road (SR142) Corridor Initial Study - Phase I" dated March 13, 2017. The Phase I Study gathered traffic speeds, collision data, field observations, traffic volume counts, roadway geometrics and truck traffic maneuverability. In the City of Brea, the accident history showed, from a period of December 2010 to November 2015, 29 collisions (primarily rear end) with a primary collision factor of unsafe speed. The collisions were within the vicinity of the Chino Hills Discovery Center entrance and at the intersection with Valencia Avenue. Many of the findings had recommendations to proceed with Phase II of the study, which would include a full in-depth analysis of the corridor.

In 2018, the City of Chino Hills asked if the City of Brea would partner in the preparation of Phase II of the Carbon Canyon Corridor Study. The Phase II Study was to comprehensively analyze traffic volumes, speeds, collision history, traffic calming and intersection delay times. A primary emphasis of the study was to focus on large-truck traffic issues to overcome some of the traffic and safety challenges on this corridor. The total cost of the Phase II Study was \$70,000. Since most of the significant findings in the Phase I Study affected Chino Hills, the City of Chino Hills offered to pay for \$50,000 of the Phase II Study cost. The City of Brea agreed to participate in this study at a cost of \$20,000.

After discussions between both cities, it was decided that the first action should include restricting large trucks on Carbon Canyon Road. Since Carbon Canyon Road is controlled by the State, a formal request to restrict truck traffic would have to be submitted to Caltrans. On March 26, 2019, the City of Chino Hills approved a resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle (KPRA) on Carbon Canyon Road. On June 4, 2019, the City of Brea also approved a resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet KPRA on Carbon Canyon Road. These actions allowed the

agencies to install warning signs. Further action by both agencies would be required to implement full restrictions along Carbon Canyon Road.

With the approval of these resolutions, along with the Phase II study, the two agencies submitted the documents to Caltrans (Districts 8 and 12) for further review and consideration. These documents were approved by the local Districts and forwarded to Caltrans headquarters in Sacramento for final approval to implement full restrictions. The Cities of Brea and Chino Hills have been collaborating with Caltrans headquarters to answer any outstanding questions and finalize the ordinance language necessary to prohibit vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. This specific language will supersede the existing 30 feet KPRA warning. On November 21, 2023, both agencies received email confirmation that the Caltrans Director approved the restriction on large truck use on Carbon Canyon Road.

Staff, in consultation with the City Attorney's Office, has determined that the proposed Ordinance is exempt from CEQA review under CEQA Guidelines Section 15061(b)(3). Under Section 15061(b)(3), it can be seen with certainty that there is no possibility the Ordinance may have a significant effect on the environment because this Ordinance will require a small number of vehicles to use an alternate route, involving a slightly longer distance. Additionally, the Ordinance improves the operation and safety of an existing highway. Adoption of this Ordinance therefore is also exempt from CEQA review pursuant to CEQA Guidelines Section 15301.

The next step in the process requires the City of Brea to adopt an ordinance prohibiting vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. On December 13, 2022, the City of Chino Hills adopted an ordinance prohibiting large truck use on Carbon Canyon Road. The City of Chino Hills recently amended its ordinance on December 12, 2023, to reflect the updated language approved by Caltrans headquarters. If the proposed Ordinance is adopted, it will be sent to District 12 and Caltrans headquarters for their records. The next step will require the two agencies submit an encroachment permit to both Districts 8 and 12 for sign modifications to provide notice of the prohibition of vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. The prohibition would go into effect once the existing warning signs are replaced with regulatory signs by both agencies.

FISCAL IMPACT/SUMMARY

Since 2016, the Cities of Chino Hills and Brea have been collaborating to restrict the use of large truck traffic on Carbon Canyon Road. Both cities have partnered in the development of Carbon Canyon Corridor Studies whose findings support the restriction of large truck traffic on Carbon Canyon Road. Recently, as a result of these efforts, Caltrans has approved ordinance language for a prohibition of vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. In order to formalize these restrictions, the City of Brea is required to adopt the proposed Ordinance. Adoption of the proposed Ordinance would allow the City of Brea to initiate the formal process to prohibit large truck use on Carbon Canyon Road. In addition, it has been determined that the proposed Ordinance is exempt from CEQA review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301. There will be no additional impact on the general fund for this action. Any cost associated with the installation of truck restriction signs can be absorbed through the Public Works Department's approved operating budgets.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alberto Espinoza, MPA, PE, TE, City Engineer

Concurrence: Michael Ho, PE, Public Works Director

Attachments

Attachment A - Truck Restriction Ordinance.pdf

ORDINANCE NO. 1239

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA PROHIBITING LARGE TRUCK USE OF CARBON CANYON ROAD (STATE ROUTE 142) AND APPROVING A CEQA EXEMPTION DETERMINATION

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

A. RECITALS:

(i) Carbon Canyon Road (State Route 142) is under the jurisdiction of the State of California.

(ii) Pursuant to Vehicle Code Sections 35701(a) and 35702, with approval of the truck restriction report from the California Department of Transportation ("Caltrans"), the City may adopt an ordinance to prohibit the use of Carbon Canyon Road (State Route 142) by any vehicle exceeding a maximum gross weight limit.

(iii) Pursuant to Vehicle Code Sections 21101(c) and 21104, with approval of the truck restriction report from Caltrans, the City may adopt an ordinance to prohibit the use of Carbon Canyon Road (State Route 142) by certain vehicles.

(iv) The City of Brea and the City of Chino Hills retained a professional traffic consultant, Iteris, Inc., to conduct a thorough study of potential safety and operational concerns related to the operation of large trucks on Carbon Canyon Road (State Route 142).

(v) The Iteris studies identified serious operational safety and concerns with respect to travel on Carbon Canyon Road (State Route 142) by large trucks and recommended enactment of a prohibition.

(vi) On June 4, 2019, the City Council adopted Resolution No. 2019-041

[DATE], 2024
ORD. _____

recommending that the State of California prohibit trucks with kingpin-to-rear axle distance over 30 feet from traveling on Carbon Canyon Road (State Route 142) from Valencia Drive to the Orange County Line.

(vii) Caltrans has reviewed and granted written approval of this Ordinance.

B. ORDINANCE:

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

SECTION 2. Section 10.40.050 (Weights and Routes Designated) of Chapter 10.40 (Truck Routes and Terminals) of Title 10 (Vehicles and Traffic) of Part I (Municipal Code) of the Brea City Code is amended by adding a new paragraph E to read as follows:

“E. Paragraph B shall not apply to vehicles that are subject to the prohibition in Section 10.40.060.”

SECTION 3. Chapter 10.40 (Truck Routes and Terminals) of Title 10 (Vehicles and Traffic) of Part I (Municipal Code) of the Brea City Code is amended by adding a new Section 10.40.060 to read as follows:

“§ 10.40.060 Vehicle Axle Limitations on Carbon Canyon Road (State Route 142).

A. Vehicles or vehicle combinations with more than four axles are prohibited on Carbon Canyon Road (State Route 142) from Valencia Drive to the Orange County Line except as provided in paragraph B of this section. State routes 57, 60, 71 and 91 are designated as alternate routes for such vehicles.

B. Paragraph A of this section shall not apply to the following vehicles:

1. Vehicles actually involved in providing services, making pickups or deliveries of goods, wares and merchandise, or delivering construction materials to sites

[DATE] , 2024
ORD. _____

on the restricted highway segment, and that have no other means of access.

2. Authorized refuse hauling vehicles actually picking up refuse, waste, recyclable material, or other garbage.
3. School buses or buses transporting persons engaged in any type of authorized school activity.
4. Authorized emergency and fire suppression vehicles.
5. Vehicles subject to Public Utilities Code Section 1031 et seq.

C. Any violation of this section may be prosecuted as an infraction or as a civil administrative action in the discretion of the City Attorney or City Prosecutor. The fine or administrative penalty shall be one hundred dollars (\$100) per violation.”

SECTION 4. The Public Works Director shall cause appropriate signs to be erected to give notice of the prohibition imposed by this Ordinance.

SECTION 5. The City Council finds that this Ordinance improves the operation and safety of an existing highway. Adoption of this Ordinance is therefore exempt from California Environmental Quality Act (“CEQA”) review pursuant to Title 14, Section 15301 of the California Code of Regulations. Additionally, the City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment because this Ordinance will require a small number of vehicles to use an alternate route involving a slightly longer distance. It is therefore also exempt from CEQA review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 6. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court

[DATE] , 2024
ORD. _____

action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

[DATE] , 2024
ORD. _____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2024, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2024

Lillian Harris-Neal, City Clerk



Presentation and Adoption of Cultural Arts Master Plan

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	ADMINISTRATIVE ITEMS	Item: 5B
TO	FROM	
Honorable Mayor and City Council Members	Bill Gallardo, City Manager	

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The City of Brea has a rich history in arts and culture, with well-established programs dating back over 40 years, such as, the Art in Public Places program, the Curtis Theatre, and the Brea Gallery. In Fiscal Year 2019-20, following the broader Brea Envisions effort, the City Council made master planning efforts specific to Cultural Arts programming one of their Top Priorities. The Cultural Arts Commission has also made efforts to develop long-term planning strategies and in 2019 the Commission adopted its first set of Annual Goals which began as broad visioning statements on how the arts should exist within the Brea community. Soon after, the Cultural Arts Commission and staff sought support for a Decision Package through the 2020-21 Budget Cycle for the City Council to consider funding for a Master Plan, but due to economic uncertainty following the COVID-19 Pandemic, this effort was put on hold. City Council later approved this Decision Package through the Fiscal Year 2022-23 Budget Cycle and authorized a Professional Services Agreement with Arts Orange County in spring 2023 to guide Brea through its first-ever Cultural Arts Master Plan meant to focus on the next five to ten years.

As part of their Scope of Services, Arts OC was tasked with forming a Steering Committee made up of Brea residents to aid in this effort. The Committee makeup included: Two (2) representatives from the Cultural Arts Commission, one (1) representative from the Parks, Recreation and Human Services Commission, one (1) representative from the Planning Commission and seven (7) at-large Committee members. This Committee has met monthly since June 2023, and has helped guide the master planning efforts which included interviewing 31 key stakeholders, hosting three (4) visioning sessions for the community (also offered in Spanish and Korean languages), as well as launching a digital survey taken by over 250+ respondents. Following the community engagement stage, Arts OC drafted their professional findings and recommendations which can be found within their report and will be summarized as part of their presentation.

Following receipt of the master plan, staff will work in partnership with the Cultural Arts Commission to develop strategies for implementing these findings where appropriate.

COMMISSION/COMMITTEE RECOMMENDATION

At their December 20, 2023, meeting, the Cultural Arts Commission heard the presentation and recommended it be prepared for City Council to receive and file.

FISCAL IMPACT/SUMMARY

There is no General Fund impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jenn Colacion, Senior Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager and Carrie Hernandez, Deputy Director of Community Services

Attachments

Brea Master Plan_ReducedPDF_FINAL.pdf



Cultural Arts Master Plan





On the cover (from top): Brea Letters at Concerts in the Park, July 2021 (photo: Kris Kataoka); *Pollination!* (detail) by Dixie Friend Gay, 2022; *Singularity in Bloom* (detail) by Darel Carey, from the Immersion exhibition, 2019. Pictured above: Annual 4th of July Country Fair.

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City of Brea Leadership

City Council

Christine Marick, *Mayor*
Blair Stewart, *Mayor Pro Tem*
Cecilia Hupp, *Councilmember*
Marty Simonoff, *Councilmember*
Steven Vargas, *Councilmember*

City Staff

Bill Gallardo, *City Manager*
Chris Emeterio, *Assistant City Manager*

CULTURAL ARTS COMMISSION

Robyn Price, *Chair*
Sara Trujillo, *Vice Chair*
Beverly Falco, *Member*
Benjamin Schultz, *Member*
Linda Shay, *Member*

ART IN PUBLIC PLACES ADVISORY COMMITTEE

Kris St. Clair, *Chair*
Margee Hills, *Vice Chair*
Joseph Covey, *Committee Member*
Pat Fox, *Committee Member*
Robyn Price, *Committee Member*
Judy Randlett, *Committee Member*
Irene Riflato, *Committee Member*

Cultural Arts Master Plan Steering Committee & Project Staff

Cultural Arts Master Plan Steering Committee

Robyn Price, *Cultural Arts Commission Representative*
Linda Shay, *Cultural Arts Commission Representative*
Irene Riflato, *Parks, Recreation and Human Services
Commission Representative*
Blake Perez, *Planning Commission Representative*
Erika Bernal, *At-Large Appointee*
Laura Cullen, *At-Large Appointee*
Monique Diaz, *At-Large Appointee*
Maggie Downs, *At-Large Appointee*
Marissa Forte, *At-Large Appointee*
Joan Kuniko Kawase,* *At-Large Appointee*
Janice Kraus, *At-Large Appointee*

* *In Memoriam*

Cultural Arts Master Plan Project Staff

Carrie Hernandez, *Deputy Director,
Community Services Department*
Jennifer Colacion, *Senior Management Analyst,
Community Services Department*
Kristofer Kataoka, *Theatre Manager,
Community Services Department*
Katie Chidester, *Gallery Director,
Community Services Department*
Kristin Steyerma, *Special Events Supervisor,
Community Services Department*
Ashley Reid, *Executive Assistant,
Community Services Department*
Liz Pharis, *Communications & Marketing Manager/
Public Information Officer*
Yerika Ambriz, *Management Analyst,
Management Services Department*
Alexis Alvarado, *Permit Technician,
Community Development Department*
Cristal Nava, *Assistant Planner,
Community Development Department*



Clockwise from top left: *Sumer #18*, by Larry Bell, 2004; Nohely Quiroz in *Tales of a 5-Foot Nothing*, part of the Curtis Theatre's Amplify Program, September 2023 (photo: Francis Gacad); *Made in California 2023, Just Getting Started 2* by Brandon Bollinger, 2022, Acrylic; Annual Tree Lighting Ceremony.

Introduction

Purpose of Project

City of Brea has distinguished itself as a city of the arts for nearly 50 years by fostering the creation of nearly 200 works of art, mostly paid for and displayed by private property owners throughout the community, and by including within its Civic & Cultural Center a performing arts theatre, an art gallery, a public library, and gathering spaces for public events owned and operated by the City. Brea's earlier history also documents that its residents have consistently sought to be a standout among cities in the region, prioritizing the establishment of educational and cultural institutions, and determined to sustain their community by diversifying its economic base and through sound financial management.

Residents, business leaders, educators and city officials have high praise for Brea's arts programs and facilities. Their vision for the future is primarily for more of the same—and to spread the word far and wide. The current opinions clearly validate the same community opinions that were reported in Brea's 2003 "Imagine Brea" General Plan and 2017 "Brea Envisions" Plan.

Nevertheless, there are opportunities for some modest adjustments to City arts and culture programs that can embrace the evolution of its demographics over the past decades. Certain improvements to the City's arts facilities have been suggested as well. The vaunted Art in Public Places Program, largely unaltered over the years, has the possibility of adding new breadth to the community's experience of public art. These topics are addressed in the consultant's recommendations.

About this Consultancy

City of Brea issued a Request for Proposals (RFP) on February 2, 2023 seeking Professional Consulting Services for a Brea Cultural Arts Master Plan. The purpose of the consultancy was "To develop a five-to-ten year strategic plan that defines the role of the City supporting arts and culture, and the role of arts and culture in accomplishing the City's broader goals. Brea believes that there should be a solid foundation with both short-term and long-term goals as well as a clear and impactful vision for the future." Arts Orange County was contracted on May 2, 2023 to provide these services. More information about the consultant may be found on page 38.

This report includes a description of the community input gathering activities conducted by the consultant, other research and its findings.

How the Arts Benefit Brea

Identifying how Brea benefits from the arts is a stated goal of the City's Cultural Arts Master Plan. One of our nation's greatest authorities on the subject, Americans for the Arts, has conducted and collected substantive research on the benefits of the arts to individuals and communities. They document these in a list of "10 Reasons to Support the Arts," which apply equally to how the residents, visitors and people who work in Brea benefit (more details may be found in the Appendices):

1. Arts improve individual well-being.
2. Arts unify communities.
3. Arts improve academic performance.
4. Arts strengthen the economy.
5. Arts drive tourism and revenue to local businesses.
6. Arts spark creativity and innovation.
7. Arts drive the creative industries.
8. Arts have social impact.
9. Arts improve healthcare.
10. Arts for the health and well-being of our military.



Performance by Korean High School Group Pava –
in partnership with Brea Sister City Anseong, Korea at Brea Fest



The cast of *A Gentleman's Guide to Love and Murder*
(Chris Russo, Kalinda Gray, Paul Zelhart, Hailey Tweter), February 2023 (Photo: Francis Gacad)

Vision

Cultural Arts Master Plan 2023

These statements derive from the community input gathered which is described fully in the following pages.

The City of Brea will continue to be a place where:

arts and culture are integrated deeply into daily community life

arts and culture are accessible and contributing positively to the health and well-being of all

arts participation is robust

arts education is fundamental

artists can live fulfilling and prosperous lives

public art can be seen everywhere

arts and culture build bridges between generations

arts and culture create civic cohesion

arts and culture celebrate diversity

Brea Envisions 2017

“Brea will continue to be a vibrant, innovative, sustainable, and scenic community that values its citizens, schools, diversity, heritage, arts, and open and public spaces, while maintaining its small town feel and quality of life for its residents, businesses and visitors. A clear theme of the survey results is that residents are focused on maintaining—rather than changing—the character of Brea.”

Imagine Brea 2003 City General Plan

“Brea’s many arts and cultural resources, heritage buildings and structures, outdoor sculpture collections, performing and visual arts centers, festivals, and arts and education programs, as well as individual and corporate assets, comprise an important component of community life. Looking toward the future, these cultural and arts programs can be strengthened and expanded to meet changing community values and vision.”

Community Input



Restaurant Row at Brea Fest

City of Brea Cultural Arts Master Plan Steering Committee

On June 15, 2023, the application period for individuals with an interest in serving on the Steering Committee closed. On June 26, 2023, the Cultural Arts Commission approved the selection of 11 to the Committee, supplemented by 10 members of the City of Brea staff.

Five monthly meetings of the Steering Committee took place on July 17, August 7, September 8, October 23, and November 27, 2023.

The first meeting included an hour-long Visioning Session facilitated by Tracy Hudak, a member of the consulting team. The September meeting included a presentation by Pat Gomez, a member of the consulting team, that provided an overview of the City of Brea Art in Public Places Program and information about similar programs in other communities.

All meetings included progress reports and solicitation of input from the Steering Committee on the consultant's list of arts and culture assets in Brea, list of prospective key stakeholders for interviewing, draft online public survey, and plans for the public visioning sessions. The list of Steering Committee members appears on page 4.

Key Stakeholder Interviews

Each stakeholder interview conducted was a free-form conversation that began by asking about the interviewee's own personal experiences with arts and culture, their professional background and affiliation, their knowledge of the City's arts facilities (Curtis Theatre and Brea Gallery) and programs (Art in Public Places Program, Special Events, Sister Cities), and their observations and opinions about the needs of the community with respect to arts and culture. Their responses prompted follow-up questions seeking more information or encouraging them to provide more detail. Interviewees were advised that their comments would be confidential and that any specific quotations used by the consultant would be without attribution.

31 interviews were conducted with key stakeholders, and took place between August 1 and December 6, 2023

In addition to those independently identified by the consultant, interviewees were selected based upon suggestions made to the consultant by City Council, City staff, members of the Steering Committee, and other stakeholders

Stakeholders represented the following constituencies:

- artists • arts and cultural organizations • business
- education • government

All 5 City Council members were interviewed

Comments by stakeholders in the report are shared without attribution

Notes from the sessions were compiled by the consultant and incorporated into the findings and recommendations in this report



Visioning Sessions

4 visioning sessions

- 1 with the members of the Steering Committee at its first meeting on July 17, 2023, held in a meeting room at the Civic & Cultural Center
- 3 Community Visioning Sessions held in a meeting room at the Civic & Cultural Center, on September 26, 27, and 28, 2023
- All Visioning Sessions were staffed by a bi-lingual team member to assist Spanish speaking participants
- One Visioning Session included a Korean language interpreter to assist Korean speaking participants
- Total attendance was 34
- Visioning Sessions were promoted through:
 - Media announcement by City of Brea
 - Digital advertising on City of Brea television
 - Digital image distributed through City e-newsletters
 - Digital image posted on City's website
 - Digital image distributed through Steering Committee members
 - Digital image distributed through Brea Chamber of Commerce
 - Promotional materials were in English, Korean and Spanish

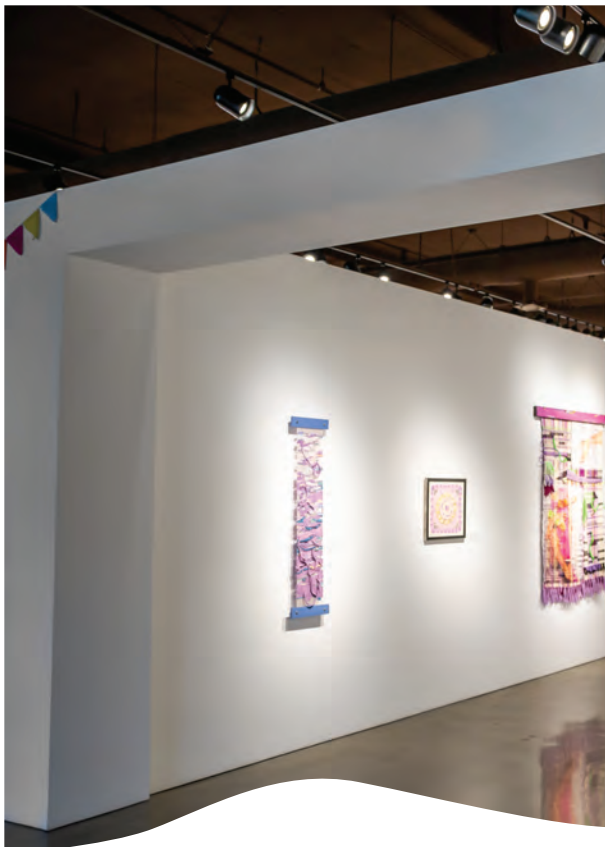
Participants in the Visioning Sessions were asked to reflect on personally meaningful arts experiences and their impact upon them, and to collectively brainstorm their vision for Brea's arts ecosystem and cultural experiences ten years into the future. Sessions were facilitated by Consultant Team Members Tracy Hudak and Victor Payan.

Online Survey

267 responses

- Survey launched on September 27 and closed on November 15, 2023
- Survey was offered in English, Korean, Spanish languages
- Survey was promoted through:
 - Media announcement by City of Brea
 - Digital advertising on City of Brea television
 - Digital image distributed through City e-newsletters
 - Digital image posted on City's website
 - Digital image distributed through Steering Committee members
 - Digital image distributed through Brea Chamber of Commerce
 - Entryway poster at Brea Library
 - Promotional materials were in English, Korean and Spanish

A summary of survey results may be found on page 28 with additional detail in the Appendices.



Clockwise from top left: Nutcracker Craft Boutique at the Brea Community Center;
Happily Ever After starring Diana Elizabeth Jordan, September 2023 (Photo: Francis Gacad);
Threads that Bind Exhibit at the Brea Gallery, 2023 (Photo: Gallery Staff).



Examples of art in public places in other communities. Clockwise from top left: Montreal Convention Center; Artist Amir Fallah, LA County Dept. of Mental Health (Photo: Alan Shaffer); School Garden Gate by Tjep; Artist Uriah Bueller metal screen façade, exterior.

Executive Summary: Topline Recommendations

Art in Public Places (APP)

This program is both Brea's most highly visible point of pride and the source of a number of challenges. Its nearly fifty-year focus on requiring the placement of sculptures in front of privately-owned building structures through a developer fee has resulted in the largest collection of public art in Orange County. Nevertheless, the community pointed to the deteriorating condition of many works, the loss through theft of others, and a longing for more variety of styles and types of artworks to enrich Brea's public art experience.

The consultant's review of APP resulted in a number of detailed policy recommendations designed to refresh the program and to bring it up to current standards of best practice. More details about the following recommendations may be found in the Appendices:

1. Change In-Lieu requirements outlined in the current policy:

Option 1: Remove the threshold mandate requiring a permanent artwork to be pursued and allow for all developments incurring the APP requirement to choose the in-lieu option for compliance.

Option 2: Raise the threshold for the requirement of a public art project to \$10 million, with an annual adjustment equal to the Consumer Price Index changes for Orange County to stay in line with inflationary costs of materials and labor. This will establish the minimum budget for a required permanent artwork at \$100,000.00.

2. Brea Art Fund usage be expanded to allow for temporary and permanent public art, and arts programming serving the Brea community.
3. Change Brea's allowable permanent public art from "sculpture" to "public artwork," allowing original artist designed permanent artwork in a wide range of styles, materials, types, and methods, including functional and non-functional elements, both freestanding and integrated into the build-

ing's architecture. And make a commensurate change requiring artists with sculpture experience to artists with permanent public art experience.

4. Require that the mandated maintenance plan information be satisfied through a professional art conservator's materials and fabrication review and report.
5. Provide a pre-qualified list of art conservators to developers to assist in the identification of qualified professionals to participate in maintenance manual development and to perform conservation services when appropriate.
6. Modify language, with review and approval from Brea City Attorney, of the current "Visual Arts Laws for Artists and Sculpture Owners" section of the APP manual to avoid possible legal misinterpretations (due to cases changing legal interpretation of the law) and to avoid the perception of providing legal advice
7. With the promotion of Senior Management Analyst, only half of the time is now assigned to Cultural Arts Division responsibilities, leaving a need for additional staffing to oversee the Art in Public Places program, which was previously an independent position.



Harlem Hospital glass façade.

Civic & Cultural Center Complex

Brea Civic and Cultural Center remains the flagship for City-operated arts and cultural activities of many types, supplemented by a limited number of non-City-sponsored programs. Regular attendees of performances at the Curtis Theatre and exhibitions at the Brea Gallery are enthusiastic about the variety and type of programs offered. Community leaders feel that the design of the 40+ year old Civic and Cultural Center complex is greatly in need of a cosmetic refresh to strengthen the cultural aspects of its identity and to make it more appealing in a way that would invite greater attendance. Additionally, some felt that its functionality has not kept up with the needs of a community that has grown significantly in population since its opening. One of the digital billboards and other equipment at the Civic and Cultural Center were characterized by some as obsolete. Inadequate parking was mentioned by some as an issue.

1. Refresh the look of the Civic & Cultural Center. While this might traditionally be planned exclusively through the services of an architect, Brea's Art in Public Places success suggests that the process should include artist-designed proposals. Some of the best opportunities appear to be affixing art to walls and columns.
2. Add artist-designed benches to the public gathering areas.
3. Replace the current digital billboard adjacent to the Brea Mall with one that is state-of-the-art.
4. For major events or events with multi-day duration, design, fabricate and install large scale highly-visible banners on the building to promote.

Curtis Theatre

Curtis Theatre received high marks for the variety and quality of its programming. The current staff approach that supplements City-sponsored presentations with a number of events involving partnership by the City with community organizations has proven successful. It strengthens the City's ability to maintain a robust schedule of events by balancing the expense of booked-in performances with less costly collaborations. It is also a way to exercise some degree of control over the quality of presentations in

the theatre as opposed to primarily offering open rental use of the facility, which can cause wildly different quality levels and impact the public's willingness to trust future performances. The opportunity exists to strengthen programming that reflects the growing diversity of Brea's residents and of surrounding cities that the theatre also serves. Some people expressed the feeling that a 199-seat facility is inadequate, saying that some events have to turn away patrons and that more popular or more costly events cannot be accommodated because of the low capacity. Further, its unusual fan-shaped stage limits what can be placed on the stage and creates wasted space that cannot always be utilized.

1. Consider expansion of the Curtis Theatre through a study by expert theatre facility planners. This would include determining if the site can accommodate a larger facility, whether a reconfiguration of the stage can be implemented, how many additional seats can be included, and available space for commensurate audience and backstage amenities. Such a planning process would also evaluate the market—what different or additional City-sponsored events would be feasible as well as what organizations and promoters might be interested in renting the facility as a result of the larger audience capacity.
2. Further diversify the programming of the Curtis Theatre in both City-sponsored, collaborative and rental offerings in order to connect with the growing number of residents with different backgrounds. This should include expanding collaboration with the Sister Cities program but also go beyond the three nationalities they represent.
3. Strengthen the marketing of the Curtis Theatre through increased collaboration with the City's Marketing Department/Public Information Office. While this can achieve some economies of scale, its intent would be to greatly expand the reach of promoting Curtis Theatre programs, particularly in pursuit of multi-cultural audiences which require special outreach. It will also be critical to step up marketing impact if an expansion to the Curtis Theatre's audience capacity is determined to be feasible and desirable.



Clockwise from top: The cast of *The Revolutionists* (Rachael VanWormer, Jazlyn Lewis, Sidney Aaron Aptaker, Danielle Heaton), June 2023, (Photo: Francis Gacad); Brian Pirnat and Brian Fichtner in *The Musical Comedy Murders of 1940*, October 2023, (Photo: Francis Gacad); Dancer with Nouveau Chamber Ballet, June 2022, (Photo: Patrick Hough)



Made in California 2023, Gallery Shot, (Photo: Gallery Staff); Visitors enjoying *Domestic Detritus*, 2023, (Photo: Gallery Staff); Kids creating art during a Sunday Funday event, (Photo: Gallery Staff)

4. Usage fees for the Curtis Theatre are below market and should be increased modestly to reflect increased costs of operation.
5. Additional staff is recommended in order that house management responsibilities at events can be offered as part of the rental agreement to users. This would enable the stage technician assigned to the event to focus on backstage needs instead of having to attend to front of house issues. The skills and responsibilities are different—as are the locations in the facility.

Brea Gallery

The Brea Gallery has established itself as a well-regarded organizer of high-quality exhibitions of contemporary art. Its 6,260 square foot space with movable walls provides the flexibility for exhibit design that can accommodate various kinds of art displays and provide varied experiences for the visitor. Nevertheless, the exhibit capacity is limited because much of the perimeter wall space is occupied by picture windows. Each year, four exhibitions are offered, including the annual “Made in California,” the Gallery’s signature exhibition (now in its 39th year), which has open fee-based submissions with works selected and organized by a guest curator. This has resulted in “Made in California,” being an exhibition that is highly-diverse in style and in the demographics of the participating artists. Like the Curtis Theatre, the Brea Gallery has also sought out and developed collaborations that have included museums, higher education and visual arts organizations.

1. Expand the offerings by adding one exhibition to the schedule each year. This can be accommodated by reducing the current exhibition runs of 8 weeks to 7 weeks each, except for “Made in California,” the gallery’s annual flagship exhibition. This would enable more options for programming, more opportunities for collaboration, more artists’ works being exhibited, and increased attendance. It would provide increased urgency for the public to visit the gallery during the slightly reduced exhibition runs as well.
2. Expand the hours that the Brea Gallery is open to the public. Currently, the gallery is open Wednesday through Sunday from 12 noon to 5 pm. We recommend adding 3 hours on Friday evenings to provide increased access and to market visiting the gallery as a great way to kick off the weekend—before or after dining out locally.
3. Consider expansion of the Brea Gallery through a study by expert art facility planners. The primary need is for accommodating summer art camps outside of and with a separate entrance from the exhibition space. Additional preparation and storage space is also needed.
4. The summer art camps currently taking place within the gallery should be moved off-site or, if the gallery facility expansion is possible, within a dedicated classroom space. This will enhance the experience for camp participants to have their classes take place in a more suitable environment as well as improve the experience for visitors to the gallery.
5. Further diversify the programming of the Brea Gallery in order to connect with the growing number of residents with different backgrounds. This should include expanding collaboration with the Sister Cities program but also go beyond the three nationalities they represent.
6. Strengthen the marketing of the Brea Gallery through increased collaboration with the City’s Marketing Department/Public Information Office. While this can achieve some economies of scale, its intent would be to greatly expand the reach of promoting Brea Gallery programs, particularly in pursuit of multi-cultural audiences which require special outreach. It will also be important to step up marketing impact if a fifth exhibition is added to the schedule and if art class offerings are expanded.
7. Additional staff will be required and increased program budget will be required in order to add an exhibition to the schedule.

Special Events

The City sponsors more than a dozen special events each year. These include: Concerts in the Park at City Hall Park, Family Films at the Civic Center, Country Fair – July 4, Spring Craft Boutique – March, Pet Expo – April, Nutcracker Craft Boutique – weekend before Thanksgiving, Brea Fest – August, Veterans Day – November 11, Tree Lighting – first Thursday in December. There is a desire by the community that more arts and culture programs sponsored by the City be presented at locations other than the Civic and Cultural Center. While the summer concerts take place under the stars in City Hall Park and the

planned amphitheater in Arovista Park will soon be hosting them, the possibility of spreading arts and culture programming beyond them was suggested.

While Brea Fest has become a centerpiece of the community's festival calendar, some people felt that there is room for a separate international or multi-cultural focused festival. This would showcase not only the three cultures represented by Brea's Sister Cities, but also provide the opportunity to include other nations and cultures as well. It was noted that cities like Orange and Irvine have highly successful international or global festival events featuring cuisine, crafts, and performances from many locales.



The Red Light Brass Band at Brea Fest, August 2022

1. Legacy and traditional events should be maintained as long as they continue to be well-attended.
2. Consider adding new special events that have been suggested by the community, such as: an international food festival with cultural performances, lantern festivals, art wine walk, art and public places trolley tour.
3. Additional locations should also be explored for possible siting of existing and new events.
4. Special Events is experiencing chronic understaffing, and will require additional staff to maintain the current regular schedule of activities. New events will require further staff increases.
5. For summer concerts, purchase and install a temporary dance floor so that attendees can dance to the music.

Marketing

The Curtis Theatre staff and Brea Gallery staff each handle their own marketing. Meanwhile, there is a separate Marketing Department operated by the City that includes its Public Information Office. Community members indicated that they didn't always know about what arts and cultural offerings were taking place at the theatre, the gallery or elsewhere in Brea. This suggests that greater impact and reach could be accomplished by consolidating these multiple efforts, or at least greater coordination.

1. Bring together Curtis Theatre, Brea Gallery and Marketing/Public Information Office staff to review the strategic marketing needs of the City's arts and cultural programming. Determine where there are the best opportunities for collaboration and identify specific tasks that need to continue being handled separately by the Theatre and Gallery staff.
2. Additional staff is recommended.
3. Seek out collaborative marketing opportunities with marquee businesses like Brea Mall, the Brea Chamber of Commerce, and Brea Olinda Unified School District. In particular, the opportunity exists to market arts attendance in tandem with the promotion of local dining experiences—before or after visits to the Brea Gallery and performances at the Curtis Theatre.

Sister Cities

Brea's Sister Cities relationships are longstanding, and include Lagos de Moreno, Mexico (1969), Hanno, Japan (1980), Anseong, Korea (2011), as well as a Friendship City, Namyangju, Korea, established in 2020. Visits to the cities by Brea residents and from the cities to Brea have generally taken place once each year, as have student exchanges, except during the recent pandemic. Local volunteers maintain regular communications with Brea's City staff and with Sister Cities contacts, and play an important role in coordinating activities. These volunteers have generally felt that the wider Brea community is not aware of these Sister Cities relationships, and would like to see them promoted and celebrated more actively.

1. Sister Cities volunteers and Brea's Marketing Department/Public Information Office should meet to discuss opportunities to build public awareness of the Sister Cities program. This could include a regular schedule of informative stories about each of three cities beyond the brief information appearing on the City of Brea website.
2. Sister Cities volunteers and staff of the Brea Gallery and Curtis Theatre should meet to discuss future windows of opportunity to include culturally relevant programming representing the three Sister Cities to be included in the schedules of those venues.

SPECIAL CIRCUMSTANCES: SISTER CITIES AND BREA MUSEUM

The City currently provides very limited funding and staff involvement to its Sister Cities program and the Brea Museum on the basis that these are not official City of Brea departmental activities but rather external nonprofit endeavors. This is a "gray area" that merits new thinking to contribute to the further enhancement of these key cultural assets. In fact, the City owns the Brea Museum property and is an essential repository for much of the City's history and heritage, while collecting rent from the Brea Historical Society.

Brea's Arts & Culture

TIMELINE

~1500 B.C.E.



The “**Gabrieleño**” (**Tongva**) people were the first to call Brea home, where they practiced their arts and culture.



1769



Spanish Portola expedition, which camped in Brea Canyon, were the first Europeans to make land and explore Alta California.

1894

Union Oil Company of California purchased 1,200 acres for oil development.

First oil well, **Olinda Oil Well #1** struck it rich. Still pumping today. Became the site in 2003 of the Olinda Oil Museum & Trail, a 12-acre historical park.



1899

Santa Fe Railroad built a branch line to the oil field where the settlement of Olinda was founded.



1911

Official founding date of Brea.

The word “Brea” means tar in Spanish. Name of the community was changed from Randolph (named for Epes Randolph, engineer Pacific Electric Railway) to Brea.

1913

Brea Chamber of Commerce founded. Richardson's Picture Show was lost when Sewell Building burned down. Movies were later screened at the schoolhouse by Brea PTA to raise funds for community projects.

1917

Brea became incorporated as the 8th official city in Orange County.



1918

Brea City Band formed and gave community performances.

1921

Brea Library (first branch of the Orange County Public Library System) opened in a corner of the Brea Garage Showroom, and moved to various locations over the years, finally to the Civic and Cultural Center in 1981.



1922

Red Lantern Theatre opened with 900 seats. Demolished in 1987.

City Hall opened, operated until 1980 when the new Civic & Cultural Center was opened. In 1992, Brea Historical Society took occupancy of the old City Hall and began operating it as a museum.



1926

Brea Olinda High School – original building was across from Brea Mall. Included an auditorium. In 1989, the high school moved to current its location.

1933

Brea Grammar School auditorium was torn down after the Long Beach earthquake, was replaced in 1949 after a bond issue.

1961

City of Brea **Cultural Arts Commission** formed.



1969

Original Sister City, **Lagos de Moreno, Mexico**, adopted in 1969.



1970s

Opening of **Orange Freeway (57)** and the **Brea Mall**, profoundly changing Brea's future.



1971

Brea Historical Society founded.
Brea Museum & Historical Society located in historic American Legion Hall. Collects, preserves & displays the heritage & history of City of Brea.

1975

Art in Public Places (APP) developed. Among the first art in private development programs in the state. Over 191 sculptures currently.

1980

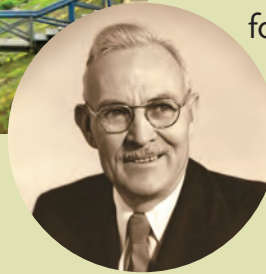
Second Sister City,
Hanno, Japan, adopted in 1980.



City of Brea **Country Fair**
Steering Committee formed.



Curtis Theatre
opened in Brea Civic & Cultural Center—199-seat theatre named for Dr. Glenn Curtis



Brea Art Gallery
opened in Brea Civic & Cultural Center—a community-based art space showcasing contemporary art.



1981

OC Public Library, Brea Branch opened in Brea Civic & Cultural Center. One of 33 branches of OC Public Libraries system.

1982

Brea Foundation is established by the City as a means of raising and disbursing private contributions for civic projects.

1985

Fender opened its musical instrument plant in Brea until 1991, when it moved the plant to Arizona.



1989

Brea Improv opens its 300 seat performance space downtown.

2000

Downtown Brea – redevelopment for shopping & entertainment area



2003

Olinda Oil Museum & Trail, a 12-acre historical park that includes original Olinda Oil Well #1 (still pumping); field office building; Jack Line Pump; records vault; and 2.2 miles scenic walking trail.

City of Brea's **"Imagine Brea"** General Plan developed.



2011

New Sister City, **Anseong, Korea**, adopted in 2011.



2012

Brea Veterans Memorial dedicated at Brea Civic & Cultural Center. "Monument of Remembrance" by artist Susan Narduli.



2017

City of Brea's **Centennial**.

City of Brea's **"Brea Envisions"** Plan developed.

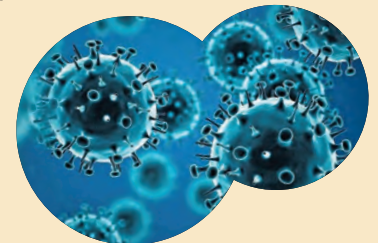
2018

Brea Improv moves to its current location



2019

Covid-19 pandemic

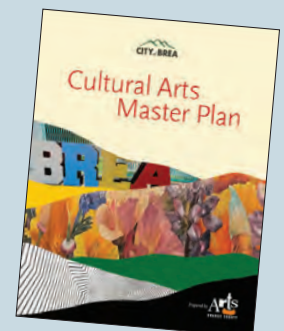


2020

New Friendship City relationship established with **Namyangju, Korea**

2023

Brea Cultural Arts Master Plan





Kim-Olympic Rhythms by Natalie Krol, 1984

Arts & Cultural Assets in Brea

City Facilities

Brea Art Gallery (6,260 square feet)
Curtis Theatre (199 seats)
Olinda Oil Museum & Trail

City Programs

Amplify at Curtis Theatre
Brea Fest – August
Concerts in the Park at City Hall Park
Country Fair – July 4
Family Films at the Civic Center
Nutcracker Craft Boutique – weekend before Thanksgiving
Page to Stage Playwrights Festival at Curtis Theatre
Pet Expo – April
Sister Cities-related events
Spring Craft Boutique – March
Tree Lighting – First Thursday in December
Veterans Day – November 11

Art in Public Places

9 works of art on City owned property

Non-City Arts & Cultural Assets

Art in Public Places

170 mostly sculptural works on private property

School District

Brea Olinda Unified School District

Arts Related Businesses

Boccara Art	<i>Gallery specializing in Korean art</i>
Brea Improv	<i>Comedy theatre</i>
Fibo Kids Art Academy	<i>Art instruction</i>
Inversion Dance Studios	<i>Pole dance studio</i>
Moonlight Music Academy	<i>Music instruction</i>
Pinot's Palette	<i>Wine & painting</i>
Pothier Studios	<i>Performer & recording studio</i>
Regal Edwards BreaEast	<i>Cinema</i>
Rhythm 'N' Dance Academy	<i>Dance studio</i>
Shankara Dance Academy	<i>East Indian dance</i>
Shilpi's World Academy of Art	<i>Art instruction</i>
Stage One Dance Studio	<i>Dance studio</i>
Stagelight Performing Arts	<i>Dance & musical theatre instruction</i>
Studio 770	<i>Recording studio</i>
The Space	<i>Dance studio</i>
United Choirs of Brea	<i>Several choir groups</i>
Yeda Art Academy/Gallery	<i>Art instruction/Gallery</i>

Artists

Ann Abe	<i>Japanese Tea Ceremony</i>
Nicky Alice	<i>Visual artist</i>
Yara Almouradi	<i>Visual artist</i>
Melissa Beck	<i>Visual artist</i>
Laura Cullen	<i>Visual artist</i>
Susan Gresto	<i>Visual artist</i>
T. Jared Hughes	<i>Vocalist & music teacher</i>
Hyun Ae Kung	<i>Visual artist (owner of Yeda Art Academy)</i>
Cecelia Lee	<i>Visual artist</i>
Walter Lee	<i>Visual artist</i>
Avahnil Lewis	<i>Visual artist</i>
Nancy Schrieber-Smith	<i>Visual artist</i>
Miyako Tachibana	<i>Japanese dance performer</i>
Jim Vita	<i>Acoustic guitarist</i>
Chloe Ward	<i>Visual artist</i>
Jaime Zacarias	<i>Visual artist</i>

How Cities Fund the Arts

Cities rely upon a variety of sources of funding to support their arts and culture programming, depending upon their respective communities.

Public Funding

Federal

National Endowment for the Arts (NEA) is the primary federal agency providing direct support to the arts, and has multiple funding programs with deadlines throughout the year. Grants are for projects, not general operating support, and are awarded through a competitive process of staff and peer panel review. With an annual budget of only about \$200 million to serve the entire nation, NEA grants typically range from \$10,000 to \$50,000. Its “Our Town” Grants Program awards up to \$200,000 for one-time signature creative placemaking projects. All NEA grants must be matched on a dollar-for-dollar basis with other funding, and payments are made in arrears upon documenting expenses and matching funds.

Congressionally Directed Spending Requests (commonly referred to as “earmarks”) are requests made by Members of Congress as part of the discretionary spending portion of the annual federal government budget. Earmarks were eliminated for a number of years, but returned during recent Congresses. Requests must be made through the local Member of Congress, who usually receives many such requests and is limited to proposing a small number, not all of which will be funded. These are generally one-time awards directed primarily to significant initiatives, such as a building campaign. The sums are generally in excess of \$1 million.

State

California Arts Council (CAC) is the primary state agency providing direct support to the arts, and has multiple funding programs with deadlines throughout the year. Although there is no specific exclusion of municipal applicants, at present, the CAC is targeting its funding to nonprofit arts organizations

with budgets under \$3 million. Grant amounts average in the \$30,000 range. CAC funding policies have changed frequently during the past few years, so it is always best to check their website regularly for any changes that might improve eligibility for cities.

District Spending Requests, similar to federal earmarks, are available through State Senators and Assemblymembers. They operate similarly to what is described above.

County

County of Orange provided COVID-19 pandemic relief funds to arts organizations and arts-related businesses, including within the pre-2022 District 2 grants to cities to support their summer concerts. County Supervisors also have discretionary funds that they make available within their districts to community organizations and endeavors—not only for one-time capital projects (e.g. Orange County Museum of Art, Discovery Cube) but for programs as well (e.g. Veterans Storytelling Program).

Other Sources of Public Funding

Transient Occupancy Tax (TOT) and/or Business Improvement District (BID): TOT is a hotel tax levied per room night in many cities to support their General Fund budgets. Many specify all or a portion of this mechanism to fund the arts, based on the premise that arts and culture attract visitors. Indeed, studies have shown that “cultural tourism” incents visitors to add “room nights” to their stay, providing increased economic benefit to the community—and more hotel tax revenue. Where cities may rely on TOT for other municipal needs, a BID may be established. A class of visitor serving businesses (e.g. hotels) may vote to establish an additional fee per room night that is administered by the city like TOT, but specifically designating the funds to generate tourism. Such BID funds are used to support Visitor Bureaus, museums, performing arts centers, as well as other arts and cultural organizations. Such a BID was established more than 20 years ago in Laguna Beach, with more than \$500,000 generated to fund the arts annually.



Sympatico by John Kennedy, 1997

Development Fee

Although widely known as a mechanism for generating funds for permanent public art, as in Brea, (commonly referred to as a “percent for art” program), some cities utilize these funds for other arts programs as well.

Private Funding

Foundations

Orange County, as a relatively young community, has a dearth of private foundations. Further, foundations generally focus their support on non-profit organizations and not government. Rare exceptions are for important capital projects such as erecting or renovating arts facilities owned and operated by cities. Orange County Community Foundation has grown to more than \$1 billion in assets and while very little of its money is for discretionary grantmaking, a considerable number of its donor designated funds are established by individuals with an affinity for the arts. Grants from those funds are generally at the instruction of the individual donors, and based on established relationships they have with nonprofit institutions.

Corporations

Some corporations have foundations for charitable giving (see above). While corporate sector involvement in arts funding is quite limited, there may be local business community interest in supporting some arts council activities through sponsorship. In recent years, large corporations have recalibrated their giving away from the arts to serve other community needs, primarily for social services.

Individuals

Individual giving comprises the vast majority of philanthropy in America, but the arts is one of the smallest areas of such support. Further, individual giving in the arts tends to be focused where donors

feel a personal connection to the art form. Because Brea has a clientele of arts enthusiasts who attend the Curtis Theatre and the Brea Gallery, it is worth considering an analysis of its client base to identify donor prospects with the means and interest to support City of Brea arts programs with contributions at all levels.

Events

Like it or not, many donors are conditioned to give only when there is an event they can attend. Many nonprofits, including arts organizations, produce an annual gala event to raise awareness and funds. These may be a formal ball or are sometimes associated with the presentation of an arts event of note or the recognition of an artist or arts patron. Costs are typically high for producing such events; a first-time event might only net 25% of gross proceeds, though once established, such events can net well over 50%.

Earned Revenue

Admissions

City of Brea already generates revenue from ticket sales to events at the Curtis Theatre and admission fees at the Brea Gallery.

Support Groups

“Friends of” auxiliary associations can be a valuable resource for volunteers and for raising supplemental funds to support city arts programs. This can involve a non-voting membership that collects modest dues and goals that involve supporting arts programs through special events.

Creative Economy of Brea



***Pollination!* by Dixie Friend Gay**

Two sources provide some insight into the creative economy of Brea.

The 2017 Creative Industries Report from Americans for the Arts, based on data from Dun & Bradstreet, identified 1,662 arts-related businesses and nonprofit organizations employing 5,767 in California Congressional District 39. Although the report is not exclusive to the City of Brea (it includes other cities in the district) and the district boundaries have changed since the time of this report, the data provides a helpful overview of the creative industries contributing to the local economy. According to the report, at that time (April 2017), the creative industries represented 4.1 Percent of all businesses and 1.8 Percent of all employees in Congressional District 39.

Further, the Report states that these figures represent an “undercount” since the data are based solely on active U.S. businesses that are registered with Dun & Bradstreet.

The 2023 Otis College Report on the Creative Economy is an annual study (begun in 2007) that provides statewide data highlighting five creative industry categories (Architecture & Related Services, Creative Goods & Products, Entertainment, Fashion, Fine & Performing Arts). The 2023 Otis College

Report is based upon 2021 employment data from publicly-available sources of information, and includes businesses and nonprofit organizations. The 2023 Report was prepared by CVL Economics, a Los Angeles based research firm.

The Report provides “snapshots” of eight regions across the state. City of Brea data is embedded in the snapshot for the Southern California Region, which includes all of Orange and Los Angeles counties. Data specific to City of Brea is not broken out from the aggregate in the regional snapshot.

The Otis College Report states the following: “Longer-term employment trends in Southern California’s creative economy have underperformed that of the region’s overall economy. However, creative economy employment has recovered faster than the economy overall, increasing 4.0% versus 2.6%, respectively, between 2020 and 2021. Between 2018 and 2021, employment in Creative Goods & Products, Fashion, and Fine & Performing Arts decreased about 20% each, while employment in Entertainment and Architecture & Related Services increased about 1% each in this same period.” The full 2023 Otis College Report on the Creative Economy may be found here: <https://www.otis.edu/creative-economy>

City of Brea Arts & Culture Survey Summary

Survey Data Details may be found in the Appendices

267 Total Responses
(264 English, 3 Korean, 0 Spanish)

Respondents:

In general, the people who choose to participate in an arts and culture survey can be expected to have interest or involvement in the creative and cultural life of their community.

- 89%** Say that arts, culture, cultural traditions or creativity are very important in their life
- 54%** Claim they are essential
- 33%** Have a committed creative practice
- 21%** Have some level of a professional career
- 51%** Participate in the arts as personal expression or a hobby
- 17%** Don't have a creative or cultural practice

Frequency of attending or participating in cultural activities

- 24%** Monthly or more
- 56%** Three to ten times per year

The top four cultural activities that respondents engage in.

A significant number of people attend a wide range of cultural events.

- 82%** Music events
- 75%** Theater and performance
- 66%** Festivals
- 63%** Visual arts events

The top four hands-on creative or cultural activities that respondents participate in or practice.

- 48%** Creating visual art or sculpture
- 40%** Crafting
- 38%** Cultural traditions
- 34%** Collecting

The top three reasons why respondents take part in arts and cultural opportunities

- 1 To socialize and have fun
- 2 To have an educational experience
- 3 To foster well-being for themselves or family

Ideas & Open Responses

Public Art

Forty-four percent of the survey participants know that the City of Brea has the highest number of public artworks on display in Orange County (more than 170 works) and that the public art program is funded entirely by the property owners.

When asked their general impression of the City's public art, the responses were overwhelmingly positive

- 72% Comments expressed enthusiastic appreciation
- 30% Comments noted how public art sets Brea apart from other communities and makes them proud to live there
- 17% Don't have a creative or cultural practice
- 2% Comments expressed a dislike for the artworks

- *Best city I've ever lived in regarding art.*
- *Deeply Brea; historical, unique, gems around the city, and distinguished*
- *We love the Art in Public Places!! It is one of the best programs that Brea offers.*
- *I love seeing art around the city and sharing it with my family.*
- *I adore it. Brea is the only city I've lived in that has public art. It's special. I love to explore the city looking for all of the public art.*
- *I am proud of it and tell people from other towns about it.*
- *It's a treasure for the community.*
- *It is a great way to show our children different art throughout our city and to educate them in art*

There were a significant number of comments appreciating the variety of the art works, with a general acceptance that it wasn't necessary to like all of the pieces to appreciate the positive impact program.

- *I love it! There is a wide variety to suit all tastes.*
- *Love that there is a collection. Feel it adds to the vibe of the city. I don't like all of them. But, that's the nature of art.*
- *I enjoy the different styles and expression made by the different artists.*
- *Some of the sculptures are odd and some are quite beautiful but I think that follows art in general.*
- *I like most of it. Some is not my taste but the idea of having art on public display in Brea makes it a special place!*
- *It's cool. It makes us unique. I would love to have a more easily accessible map with information on each so I could take my own tour with family.*

There were a number of comments that indicated the need to raise awareness of the city's public art, from folks expressing they didn't know about the program, to others saying the works of art weren't always noticeable, to a significant number of people commenting that they wished there was a guide or QR code signage that provided more information. A few comments reflect some confusion over the City's role, with some assumptions that the public pays for the art works or that the City directs the aesthetic decisions.

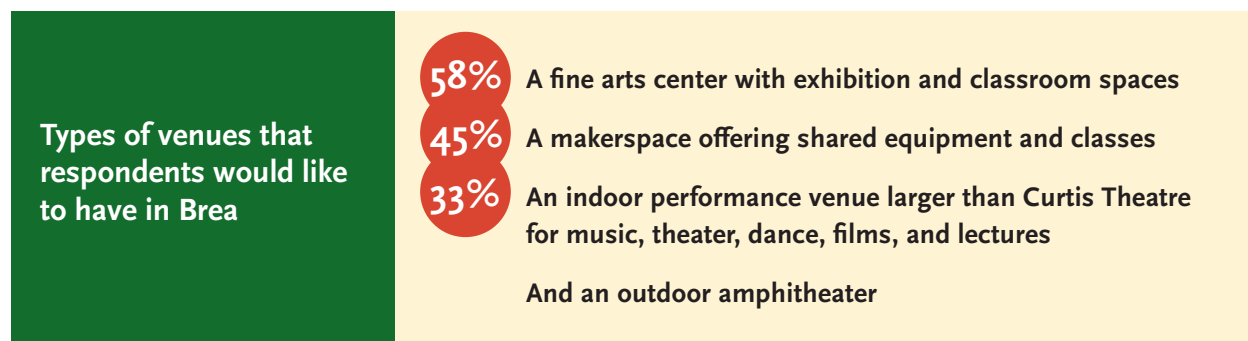
- *Love it! It would be great to have more info on each piece next to the public art or a QR code so someone could look up info.*
- *Although I know about it, the art pieces could be highlighted better with lighting, signage nearby, and a better interactive map. Maybe highlight new art pieces in Brea Line if not already?*
- *Very good but need a booklet with art work, creator information, exact location and even better to be taken on the Brea trolley as the Christmas trolley paying a fee and given a booklet about the art work! Good money maker for Brea Cultural Art Dept!*

And survey takers contributed numerous ideas as well. Some were hoping to have more opportunities for local artists, to enliven the program through different artforms, or to have art works that reflect the indigenous cultures of the area. And several people saw the opportunity to leverage the public art into guided tours, or to connect them through walking and biking routes.

- *It's very diverse and somewhat reflective of the culture and history of Brea. I think it's missing the native origins of the area, however.*
- *It's fabulous. I wish there were more opportunities for local artists.*
- *Impressive yet hoping for another angle of investment by developers — at this point, we have so many sculptures — commission local artists, invest in “living, interactive” projects that impact community beyond visually.*
- *I feel we need more of it, and I think we need to create walking paths to be able to connect all of the art through the city. I would also love to see more murals.*

Venues

Types of cultural art venues not currently in Brea that respondents thought would be important additions to meet the growing needs of the City's residents and visitors



- *A larger venue is badly needed. Many shows are sold out on the day that tickets are released, such as youth performances.*
- *An outdoor arts space where on Friday nights musical acts and food trucks could come.*
- *An outdoor stage to be used for movie nights and concerts (watching a movie off Birch is not a great experience with cars passing by)*



The cast of *The Musical Comedy Murders of 1940* (Brian Fichtner, Amanda DeMaio, Barney Evans, Shelby Perlis, Christine Cummings, Terri Mowery, Brian Pirnat), October 2023, (Photo: Francis Gacad).

Key Stakeholders Interviewed

The consultant assembled a list of key stakeholders with input from the Steering Committee, City staff, and from key stakeholders. A total of 31 agreed to participate in individual interviews with the consultant. They included current and former members of the City Council, City staff, local business, education and cultural leaders. The following is a list of interviewees:

Yara Almouradi, *Artist*

George Avery, *Fire Chief, City of Brea*

Phil D'Agostino, *Assistant Superintendent, Educational Services, Brea-Olinda Unified School District*

Katie Chidester, *Gallery Director, Community Services, City of Brea*

Laura Cullen, *Artist*

Chris Emeterio, *Assistant City Manager, City of Brea*

Bill Gallardo, *City Manager, City of Brea*

Adam Hawley, *Police Chief, City of Brea*

Michael Ho, *Public Works Director, City of Brea*

Cecilia Hupp, *Councilmember, City of Brea*

Kristofer Kataoka, *Theatre Manager, Community Services Supervisor, City of Brea*

Nancy Lee, *Anseong, Korea Sister Cities Committee*

Brinda Leon, *Superintendent, Brea-Olinda Unified School District*

Christine Marick, *Mayor, City of Brea*

Waad Nadhir, *Owner, BOSC Realty Advisers & Board Member, Brea Chamber of Commerce*

Eric Padilla, *Owner, Palatable Promotions & Brea Chamber of Commerce Board President*

John-Michael Patino, *Hanno, Japan Sister Cities Committee*

Bev Perry, *Former Mayor, City of Brea*

Liz Pharis, *Communications & Marketing Manager/Public Information Officer, City of Brea*

Kris St. Clair, *City of Brea Public Art Committee*

Lacy Schoen, *CEO, Brea Chamber of Commerce*

Linda Shay, *Director, Brea Museum*

Danillo Serannilla, *Branch Librarian, Orange County Public Libraries, Brea Branch*

Marty Simonoff, *Councilmember, City of Brea*

Dena Sommer, *Co-Creator, Brea Public Art Website*

Blair Stewart, *Mayor Pro Tem, City of Brea*

Kristin Steyermaier, *Supervisor, Special Events and Sister Cities, City of Brea*

Terry Sullivan, *Co-Creator, Brea Public Art Website*

Shawn Tan, *Owner, Social Liite*

Steven Vargas, *Councilmember, City of Brea*

Wayne Wedin, *Former Brea City Manager & Councilmember*

About the Consultant

Arts Orange County is the leader in building appreciation of, participation in, and support for the arts and arts education in Orange County, California. Founded in 1995, it is designated by the Board of Supervisors as the official local arts agency and State-Local Partner for the County of Orange. In addition to traditional arts council programs and services, Arts Orange County provides consulting services to arts organizations, higher education, local, county and state government in the areas of grantmaking, cultural planning, and public art project management.

Richard Stein, *President & CEO*

Patrick Brien, *Vice President & COO*



For This Project:

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Lead Public Art Specialist

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APPENDICES

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46	Cultural Arts Master Plan Community Survey Data
55	Ten Reasons for Supporting the Arts
56	Arts & Culture in Prior City of Brea Plans

City of Brea

Art in Public Places - Evaluation and Recommendations

The City of Brea is a recognized leader in the establishment of an ordinance and process for developers to participate in the cultural enrichment of the City through its Art in Public Places requirement established in 1975. This requirement has provided for the installation of over 185 freestanding sculptures adorning private developments throughout.

While the establishment of the program pre-dates other California cities and reflects the progressive foresight of the Brea City Council at that time, there is room for recommendations to update the program to reflect current best practices. The success of the program has generated many sculptures in a confined city limits square mile footprint. This has resulted in an abundance of sculptures, and leaves room for updates to include other forms of public art and additional funds for the City to draw upon for an expanded and dynamic range of arts and culture programming.

The following will identify current City of Brea practices, examples of alternative policies from other agencies, and recommendations for updates to the Art in Public Places (APP) program.

Developer Options for APP Compliance (Sculpture vs. In-lieu Payment)

The APP ordinance requirement is triggered when applicable construction activity reaches the eligible project threshold of a \$1.5 million development building value, with a compliance of 1% of the building value assessed.

Development projects with a building value of \$1.5 million to \$3,999.999 have the choice of the APP requirement being satisfied by installing permanent sculpture or paying the requirement value into Brea's Art Fund.

Development projects with a building value of \$4 million or more must satisfy the APP requirement by installing permanent sculpture which must be freestanding, made of permanent materials, and have a measurement of a minimum of 5 feet length in one dimension.

Brea's \$1.5 million building valuation threshold and the 1% requirement for APP is consistent with the field and no recommended adjustments for this aspect of the program are given.

However, other agencies maintain an open requirement option regarding developer compliance choices, allowing payment into a public art special fund for any building value triggering a private development art requirement. In other words, all developments incurring a requirement have the option of paying the fee in-lieu or completing a public art project, regardless of the building valuation. This open compliance choice is combined with an array of choices of public art projects allowable for compliance, allowing developers access to public art types that can enhance the buildings under construction in innovative and exciting ways.

Thresholds for Compliance Options:

At 1% of the project value, the current \$4,000,000.00 threshold minimum requiring the completion of a public art project establishes a minimum public art project budget of \$40,000.00. At the current cost of permanent materials and fabrication, \$40,000.00 does not represent an adequate budget for an impactful artwork of a monumental nature for a program of this type. Percent for art project permanent artwork budgets typically start at \$100,000.00, with budgets topping out a \$1M or more.

Recommendation:

1. Remove the threshold mandate requiring a permanent artwork to be pursued and allow for all developments incurring the APP requirement to choose the in-lieu option for compliance. This report will detail possibilities and advantages to removing the APP public art project mandate.
2. *Or* should the City choose to maintain a threshold mandate for developers to complete a public art project, then it is recommended that the City raise the threshold for the requirement of a public art project to \$10 million, with an annual adjustment equal to the Consumer Price Index changes for Orange County to stay in line with inflationary costs of materials and labor. This will establish the minimum budget for a required permanent artwork at \$100,000.00.

Use of Brea's Art Fund

Brea's Art Fund (paid in-lieu fees) is used to support public art projects on public lands.

This has been utilized to support permanent public art projects. Other agencies have a wider fund usage allowability that enables and encourages those cities to fund a wide range of projects and programs bringing in more opportunities for innovative pursuits.

Examples of this are as follows:

Pasadena: Developers with any compliance requirement can pay in-lieu. Trust Fund monies support cultural initiatives including grants to arts organizations, new public art (permanent and temporary) and other special initiatives of the Arts Commission.

Culver City: Developers with any compliance requirement can pay in-lieu. Cultural Trust Fund monies support maintenance of City public art, creation of new public art, sponsorship of performing arts, other City produced cultural programs.

City of Los Angeles: Developers with any compliance requirement can pay in-lieu. Funds paid in-lieu are expended according to the ordinance and the Cultural Masterplan and are utilized to support and create city-wide initiatives that benefit the general public.

Los Angeles County: Developers with any compliance requirement can pay in-lieu. Funds paid-in lieu are used to support new public art (permanent and temporary), Arts and Culture programming, conservation of public art, and artistic facilities.

By allowing for the in-lieu option to be utilized by all (in the case of removing the public art project mandate), or more developers (by raising the threshold for a public art mandate), the Brea Art Fund will have an increased balance that the City can utilize for new programs and projects.

Examples of the types of projects that can be pursued include the development of dynamic temporary public art spaces such as the rotating sculpture exhibit at the Newport Beach Civic Center Park, or the creation of designated walls that can host rotating murals created by the community. Other areas of fund use embraced by municipalities include special programs, events, and performances located in parks and other non-traditional spaces. This allows for the City to have a fund balance that allows for new opportunities to be pursued.

Recommendation:

It is recommended that the Art Fund usage be expanded to allow for temporary and permanent public art, and arts programming serving the Brea community.

Developer Options for APP Compliance (Types of permanent public art projects)

The Brea public art ordinance limits developers to the creation of free-standing sculpture. A review of the artworks created through the program has identified that there is a fair amount of uniformity of sculpture type, with the repeated use of artists for multiple projects. For example, a quick review identified over 80 projects that reflected similar abstract design attributes. This similarity can indicate that the artwork installed does not exhibit site specificity and may not have as positive an aesthetically enhancing relationship to the development as possible.

Also, the field of public art has blossomed in the intervening years since the 1975 ordinance was established. The innovation within the public art realm is exciting and evolving and fewer artists are pursuing traditional sculpture as a practice. The artist identification restrictions requiring an artist have traditional freestanding sculpture experience limits the artist pool greatly and creates a barrier to participation for the full diversity of artists. The allowance of permanent art projects with an open allowability of project types can also encourage developers with lower compliance requirements to participate in public art as their lesser budgets can support small scale but impactful art moments within a building's architecture.

Ways in which other programs identify eligible public art projects include:

Dana Point: Sculpture, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, film and video, and preservation of features or resources of historical, archaeological or paleontological significance.

Laguna Beach: Art including, but not limited to, the following media and materials:

- (1) Freestanding, wall supported or suspended, kinetic, electronic, or other type sculpture, in any material or combination of materials;
- (2) Murals or portable paintings in any material or combination of materials, with or without collage or the addition of nontraditional materials or means;
- (3) Earthworks, fiberworks, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media including sound, film, holographic and video systems, hybrids of any media and new genres.

Recommendation:

The recommendation is to allow developers to integrate art into their projects through an expanded range of artwork types, with a change to the artist approval from artists with sculpture experience to artists with permanent public art experience.

This includes the update of Brea’s allowable permanent public art as defined in the policy language to the following, with all mentions limiting the art type being changed from “sculpture” to “public artwork”:

Original artist designed permanent artwork in a wide range of styles, materials, types, and methods, including functional and non-functional elements, both freestanding and integrated into the building’s architecture.

APP and Eligible Costs

Public art creation is a team effort and includes the work of fabricators, art conservators, engineers and other arts professionals. The APP Policy Manual lists the services of these experts as allowable expenses, consistent with the field.

An inconsistency in the statements of eligible costs was identified in the manual:

O. Public Art Expert and Community Input

For some proposed sculpture, input by third party experts (e.g. engineers, art conservators, etc.) may be requested by the City or the Committee. The Committee may also request input from the community at large. The expense for these services is to be borne by the developer and cannot be credited toward the sculpture allocation.

Recommendation:

It is recommended that the last sentence be removed, and these expenses be allowable for project expense credit.

APP and Public Art Maintenance

The ongoing proper maintenance of an artwork is the single most important aspect of maintaining the beauty and value of an artwork. The APP Policy and Manual requires that a Comprehensive Maintenance Plan be provided as part of the Developer's proposed project submission documents. The requirement does not specify if an art conservator is required to participate in the development of the form for submission. While artists are expert in the design of their work, many public artists do not fabricate their own artwork or have in-depth knowledge of the long-term maintenance requirements of the artwork materials.

Professional art conservators have undergone extensive training regarding the care, methods, and materials of artworks. They must ensure all treatment performed on artwork follows the American Institute for Conservation of Historic and Artistic Works (AIC) code of ethics and guidelines for practice.

While it is not necessary for an art conservator to perform all artwork maintenance procedures, it is important and consistent with the field for an art conservator to participate in the early identification of artwork materials, installation methods, maintenance products, and the identification of the proper methods to be performed by others.

Recommendations:

1. It is recommended that the following currently required maintenance plan information be mandated to be satisfied through a professional art conservator's materials and fabrication review and report:

The Comprehensive Maintenance Plan shall include:

- *Methods of cleaning, including the type of cleaning agent(s) and tools to be used (be specific); how to apply cleaning agents, wax, or other materials; number of coats and drying time; whether the work can be performed by a general maintenance service or must be performed by a professional art conservation service.*

2. Additionally, as materials can be incompatible when in contact (such as mixing metals in an artwork construction), it is recommended that the Conservator's material and fabrication review and report include the following:

- *Materials, fabrication, and installation plan review for permanence, identification of potential condition issues, and ease of maintenance.*

3. It is recommended that a pre-qualified list of art conservators be established to aid developers in the identification of qualified professionals to participate in maintenance manual development and to perform conservation services when appropriate.

APP and Artists Rights

Any entity engaging in the process of commissioning an artist for a public art commission should be aware of the artists rights laws that govern the copyright, and the removal, alteration, or destruction of an artwork. Indeed, since the enactment of these laws, their reach has been confirmed and expanded through a series of court decisions.

The APP has an extensive breakdown of the laws and includes items that summarize aspects of the laws with interpretations of the language contained therein. Important legal passages such as the requirement that 90 days written notice be given to an artist prior to the removal, alteration, or destruction of an artwork is not included.

Importantly, there is a passage in the APP that does rightly include the recommendation that the artist and/or owner consult a lawyer specializing in visual art and copyright laws for information about the laws and their applicability.

However, the inclusion of additional passages describing works covered, removal of art, etc., crosses into the realm of interpretation of the laws, and as these aspects can be fluid due to case law, it is highly recommended that these passages be removed from the APP manual.

Recommendation:

It is recommended that the following replace the current “Visual Arts Laws for Artists and Sculpture Owners” section with the review and approval of the Brea City Attorney:

Visual Arts Laws for Artists and Public Art Owners

Several federal and state laws protect the rights of visual artists and art owners. Among other aspects, these laws include artwork copyright, use of image, alteration, removal, or destruction of artworks and notice to artists.

The following may be a partial listing as the field is dynamic and evolving. For more details, the City recommends that the artist and/or owner consult a lawyer specializing in visual art and copyright laws for information regarding the laws and their applicability.
NOTE: The laws and codes cited in this Appendix are subject to change without prior notice.

- *1980 California Art Preservation Act (CAPA), California Civil Code Section 987 et seq. (Applies to artwork sold or created after 1980.)*
- *The Federal Visual Artists Rights Act of 1990 (VARA) 17 USC Sections 101, 106A, 107, 113, 301, 411, 412, 501, 506, amends copyright law providing new rights for visual artists for artworks sold or created after June 1, 1991.*

The Register of Copyrights has established a system of records whereby the artist of work that has been incorporated in or made part of a building can record their artwork copyright. Please note that while it is recommended that an artist register their work, unless rights are transferred or assigned to others in writing, an artist retains their copyright whether or not it has been registered. For more information:
<https://www.copyright.gov/registration/visual-arts/>

SUMMARY City of Brea Cultural Arts Master Plan Survey

Conducted September 27-November 15, 2023

TOTAL RESPONSES	267
English	264
Korean	3
Spanish	0

Q1. How important is art, culture, cultural traditions or creativity in your life?

Answer Choices	Responses	
Essential	54%	143
Very important	31%	82
Somewhat important	14%	36
Not important	1%	3

Q2. Which of the following cultural activities do you or your family ATTEND? (select all that apply)

Answer Choices
Music events
Theater & Performance events
Festivals
Visual art events
Film & Animation
Cultural traditions or events related to your culture or ethnicity
Culinary events
Cultural traditions or events related to other cultures and ethnicities
Dance events
STEAM events (Science, Technology, Engineering, Arts, Math)
Classes & Lectures on culture
Renaissance Faires, ComiCon, CosPlay
Literary, poetry, hip hop events
Other (please specify)

Q2 Notable Responses:

Fine Art Classes. We have to go all the way to City of Irvine Fine Arts for this because Brea does not offer the same types of classes.

Bonsai Exhibits and Fairs

African American culture and history

Patriotic Events to celebrate our Country

Comedy. Art lectures

Q3. Which of the following hands-on creative or cultural activities do you or your family PRACTICE or PARTICIPATE IN? (select all that apply)

Answer Choices	Responses	
Create visual art or sculpture	48%	128
Crafting, quilting, knitting, scrapbooking	40%	107
Participate in cultural traditions	38%	102
Collect art, cultural or historical objects	34%	90
Writing - creative or nonfiction	31%	82
Create music or song	24%	65
Make artisanal foods, wine beer, etc	24%	65
Create fashion or jewelry-making	18%	49
Create theater or comedy	18%	47
Create film or video - Movie-making, animation, Tik-Tok	18%	47
Create digital media or video games	17%	46
Create graphic design	16%	43
Create dance - formal or social	16%	42
Create community or group art projects	15%	41
Design or build functional art	13%	36
Other (please specify)	12%	31
Design architecture or landscapes	10%	26

Q3 Notable Responses:

Bonsai Design
Karaoke
Hair Design and Sculpting
Music video entertainment/teachings "homilies"
Folk storytelling
Pour Art, Resin work
Art journaling
Live Action Role Play
Participate in an orchestra
Create centerpieces-crafts
Urban sketching

Q4. If you consider yourself an artist, musician or culture bearer, at what level of professionalism would you describe your creative practice?

Answer Choices	Responses	
I don't have a creative or cultural practice	17%	44
Personal expression/Hobby	51%	134
Committed practice (time devoted to training, creating and sharing work)	11%	29
Emerging professional career (beginnings of career or professional pursuit)	5%	12
Mid-career professional (established body of work, regional or national reach)	7%	18
Established professional (mature stage of career)	9%	24

Q5. Over the course of a typical year, how often would you say that you attend or participate in arts and culture events or activities?

Answer Choices	Responses	
Not at all	2%	6
1-2 times a year	18%	48
3-5 times	32%	86
6-10 times	24%	63
11 times or more	24%	63

Q6. What are the reasons that you participate in arts & culture opportunities? Please RANK the list below in order of importance to you by moving the selections from most important (top) to least important (bottom)

	Score
To socialize and have fun with friends or family	4.71 5.5 4.57
To have an educational experience for myself or family	6.25
To foster well being in myself or family	4.37 3.5
To support a friend or family member involved in the arts	3.88 3.5
To support an important organization or event in the community	3.77 2.0 3.63
To feel connected to my community	3.75
To meet new people or have new experiences	3.07 3.5
	Eng Korean

ENG + KOR

Q7. Do you attend any of the following types of performances at the Curtis Theatre? (check all that apply)

Answer Choices	Responses	
Plays/Musicals	48%	127
Children's Theatre	24%	64
Concerts	29%	77
Comedy	16%	44
Holiday Performances	22%	58
None	40%	107

Q8. Do you attend exhibits at the Brea Art Gallery?

Answer Choices	Responses	
Yes	64%	170
No	36%	97

Q9. Do you attend any of the following special events in the City of Brea? (check all that apply)

Answer Choices	Responses	
Brea Fest	56%	149
Concerts in the Park	44%	117
Country Fair	39%	103
Spring Craft Boutique	35%	94
Nutcracker Craft Boutique	31%	84
Tree Lighting Ceremony	30%	81
Summer Family Films	20%	53
Veterans Day Ceremony	15%	41
Pet Expo	13%	34
None	18%	48

Q10. How aware are you of the public artworks on display throughout the City of Brea?

This was a sliding scale question, with the average answer among the more than 260 responses being, "In general, more than somewhat aware."

Q11. What is your general impression of the public art found in Brea?

Out of the 233 responses, 72% said they loved it while 15% said they were unaware. There was a 2% response from people who felt negatively.

Q12. Did you know that the City of Brea has the highest number of public artworks on display in Orange County (more than 180 works) and that the public art program is funded entirely by the property owners?

Yes	44%
No	56%

Q13. How do you watch the City of Brea's Government Access Channel? (check all that apply)

Answer Choices	Responses	
Spectrum TV Channel 3	11%	30
AT&T U-verse Channel 99	1%	2
Live Stream on City Website	6%	17
YouTube	8%	21
I do not watch the Government Access Channel	78%	206

Q14. Upon what sources of information do you most rely to find information about arts and culture events? (check all that apply)

Answer Choices	Responses	
Social networks (i.e. Facebook, Twitter, Instagram, etc.)	57%	151
Online searches	51%	136
Word of mouth (friends/family)	50%	133
City of Brea website or app	49%	131
Email notices	39%	103
Mailers and flyers	30%	81
Facebook ads and events	18%	48
Orange County Register	13%	35
Online Calendars or Newsletters	12%	33
Los Angeles Times	10%	26
Eventbrite	7%	19
TV	5%	13
Voice of OC	4%	12
Ticketmaster	3%	9
Culture OC	3%	7
Korean language newspapers	1%	4
Radio	1%	4
Spanish language radio	1%	2
Spanish language newspapers	0%	1
Korean language radio	0%	1
Any other good sources of arts & cultural information you'd like to suggest?	7%	20

Q14 Other responses

Playbills or programs from performances both in Brea and other local performing arts centers

City of Brea Brea Line Newsletter - mentioned 5x

Civic Center sign

Make the Brea website more user friendly, informative and uptodate. The search function is very poor. It is almost impossible to find anything there - especially in regards to ant upcoming events. Last year I accidentally found out about the tree lighting ceremony. And we loved it!

Fullerton College

Art workshops

Hearing about it while volunteering

Community center

Driving through town seeing banners and cones blocking traffic while they set up

Emails are great. They get in front of me.

Nextdoor

Brea Buzz

Goldstar, Groupon

Would love to know more, mainly see in The Brea Line

Q15. Which of the following arts and culture venues not currently available in Brea do you believe would be important additions to meet the growing needs of the City's residents and visitors?

Answer Choices	Responses	
A fine art center for the visual arts with classrooms, art studios and exhibition space for use by members of the community	58%	128
A Makers' Space with shared equipment and classes	45%	99
An indoor venue to accommodate music, theatre, dance, films and lectures that is larger than Brea's Curtis Theatre	33%	73
An outdoor sculpture garden	29%	64
Community Technology Center that provides classes on digital production and design	26%	57
A "show-mobile" (a portable stage that can be moved around to host events at a variety of locations.	25%	56
Anything else you'd like to suggest?	20%	45

Q16. Which of the following programs do you think would increase public involvement in the arts in Brea? [CHOOSE 3 PROGRAMS that you think would be most effective]

Answer Choices	Responses	
Produce showcases or festivals featuring local artists or performers	71%	157
Offer a website that provides listings of arts and cultural events citywide	65%	144
Produce pop-up events that activate public spaces or businesses	63%	140
Provide additional showcases for the city's creative youth	42%	94
Ensure that local and regional press are covering arts and culture news	41%	90
Present or produce other arts and cultural programs not already offered in the city. Please provide example:	18%	40

Q17. Which of the following services do you think would be most effective in supporting artists and arts organizations in Brea? [CHOOSE 3 SERVICES that you think would be most effective]

Answer Choices	Responses	
Provide free or inexpensive art studios, exhibit space, or performance space	65%	143
Provide website that lists resources (grants, jobs, calls to artists or auditions, spaces to rent)	56%	124
Provide website directory of artists and cultural organizations	46%	102
Provide professional development or learning opportunities	40%	88
Provide grants to artists and arts organizations	38%	83
Provide networking opportunities	30%	67
Facilitate connections to creative industry jobs	21%	46
Other ideas (please specify)	5%	10

Q18. Which strategies do you think should be undertaken to ensure the sustainability of the arts in Brea?

Answer Choices	Responses	
Partner with businesses and educators to develop creative workforce apprenticeship programs	48%	106
Build a diverse alliance of arts & culture advocates	46%	103
Involve more young people in leadership opportunities	46%	102
Develop collaborative resources - arts incubator space, shared business models or other ways to share costs and come together	39%	86
Support paid collaborations between arts providers and other sectors (business, government, health care)	37%	82
Provide leadership to increase public and private investments	35%	78
Prioritize funding for small organizations and emerging organizations	29%	65

Q19. How could the city be more inclusive in its arts and culture offerings?

Q20. What is your age?

Answer Choices	Responses	
Under 18	3%	7
18 - 24	3%	6
25 - 34	13%	27
35 - 44	29%	63
45 - 54	18%	39
55 - 64	15%	32
65 - 74	14%	31
75 or above	5%	11

Q21. What is your gender?

Answer Choices	Responses	
Female	76%	160
Male	22%	47
Non-binary	1%	3
<i>Prefer not to answer</i>	4%	9

Q22. Do you have school-age children living at home?

Answer Choices	Responses	
Yes	41%	90
No	59%	127

Q23. Approximately, what is your total household annual income?

Answer Choices	Responses	
\$39,999 or less	5.95%	10
\$40,000 - \$69,999	10.71%	18
\$70,000 - \$99,999	12.50%	21
\$100,000 - \$149,999	27.38%	46
\$150,000 - \$200,000	18.45%	31
\$200,000 or more	25.00%	42
<i>Prefer not to answer</i>	22.69%	50

Q24. What is your highest level of education?

Answer Choices	Responses	
Some high school	3%	6
High School or equivalent degree	3%	6
Some college, no degree	8%	17
2 year associate's or technical degree	6%	12
Bachelor's degree	37%	80
Graduate or professional degree	42%	92
Prefer not to answer	6%	12

Q25. How do you identify your background? (check all that apply)

Answer Choices	Responses	
American Indian or Alaska Native, alone	2%	3
Asian or Asian-American, alone	21%	39
Black or African American, alone	2%	3
Chicano, Hispanic or Latino, regardless of race	19%	36
Native Hawaiian and Pacific Islander, alone	1%	2
Other race, alone	2%	3
White alone, not Chicano, Hispanic or Latino	55%	104
<i>Prefer not to answer</i>	13%	29

Q27. Are you a disabled person?

Answer Choices	Responses	
Yes	4%	7
No	97%	194
<i>Prefer not to answer</i>	9%	20

Q28. Do you work in or own a business in Brea?

Answer Choices	Responses	
Yes	36%	75
No	64%	133
<i>Prefer not to answer</i>	6%	13

Q29. If you live in Brea, how long have you lived here

Answer Choices	Responses	
Do not live in Brea	30%	64
1 - 4 years	11%	24
5 - 10 years	19%	40
11 - 20 years	14%	30
20 - 30 years	13%	28
over 30 years	12%	26

10 Reasons to Support the Arts (2019)

The arts are fundamental to our humanity. They ennoble and inspire us—fostering creativity, goodness, and beauty. The arts bring us joy, help us express our values, and build bridges between cultures. The arts are also a fundamental component of a healthy community—strengthening them socially, educationally, and economically—benefits that persist even in difficult social and economic times.

1. **Arts improve individual well-being.** 69 percent of the population believe the arts “lift me up beyond everyday experiences,” 73 percent feel the arts give them “pure pleasure to experience and participate in,” and 81 percent say the arts are a “positive experience in a troubled world.”
2. **Arts unify communities.** 72 percent of Americans believe “the arts unify our communities regardless of age, race, and ethnicity” and 73 percent agree that the arts “helps me understand other cultures better”—a perspective observed across all demographic and economic categories.
3. **Arts improve academic performance.** Students engaged in arts learning have higher GPAs, standardized test scores, and college-going rates as well as lower drop-out rates. These academic benefits are reaped by students regardless of socio-economic status. Yet, the Department of Education reports that access to arts education for students of color is significantly lower than for their white peers. 91 percent of Americans believe that arts are part of a well-rounded K-12 education.
4. **Arts strengthen the economy.** The production of all arts and cultural goods in the U.S. (e.g., nonprofit, commercial, education) added \$804 billion to the economy in 2016, including a \$25 billion international trade surplus—a larger share of the nation’s economy (4.3 percent) than transportation, tourism, and agriculture (U.S. Bureau of Economic Analysis). The nonprofit arts industry alone generates \$166.3 billion in economic activity annually—spending by organizations and their audiences—which supports 4.6 million jobs and generates \$27.5 billion in government revenue.
5. **Arts drive tourism and revenue to local businesses.** Attendees at nonprofit arts events spend \$31.47 per person, per event, beyond the cost of admission on items such as meals, parking, and babysitters—valuable commerce for local businesses. 34 percent of attendees live outside the county in which the arts event takes place; they average \$47.57 in event-related spending. Arts travelers are ideal tourists, staying longer and spending more to seek out authentic cultural experiences.
6. **Arts spark creativity and innovation.** Creativity is among the top 5 applied skills sought by business leaders, per the Conference Board’s *Ready to Innovate* report—with 72 percent saying creativity is of high importance when hiring. Research on creativity shows that Nobel laureates in the sciences are 17 times more likely to be actively engaged in the arts than other scientists.
7. **Arts drive the creative industries.** The Creative Industries are arts businesses that range from nonprofit museums, symphonies, and theaters to for-profit film, architecture, and design companies. A 2017 analysis of Dun & Bradstreet data counts 673,656 businesses in the U.S. involved in the creation or distribution of the arts—4.01 percent of all businesses and 2.04 percent of all employees. (Get a free local Creative Industry report for your community [here](#).)
8. **Arts have social impact.** University of Pennsylvania researchers have demonstrated that a high concentration of the arts in a city leads to higher civic engagement, more social cohesion, higher child welfare, and lower poverty rates.
9. **Arts improve healthcare.** Nearly one-half of the nation’s healthcare institutions provide arts programming for patients, families, and even staff. 78 percent deliver these programs because of their healing benefits to patients—shorter hospital stays, better pain management, and less medication.
10. **Arts for the health and well-being of our military.** The arts heal the mental, physical, and moral injuries of war for military servicemembers and Veterans, who rank the creative arts therapies in the top 4 (out of 40) interventions and treatments. Across the military continuum, the arts promote resilience during pre-deployment, deployment, and the reintegration of military servicemembers, Veterans, their families, and caregivers into communities.

Source: Americans for the Arts

Arts & Culture in Prior City of Brea Plans

Brea Envisions 2017:

LEISURE AND CULTURE

Value | Enhance and Promote Cultural Amenities

There is a need to develop and maintain various cultural activities that are directed toward all age groups from toddlers to seniors. This would allow social interaction between citizens of different age groups and would also allow them to share in cultural activities. Community events that encourage such social interaction will enable community members to meet and get to know each other.

Initiative

Promote cultural activities and facilities. City services have played a crucial role in creating this reputation and are important for Brea's future. Build upon the strong and distinctive image as a City that encourages and supports the arts and engages in and supports communitywide events.

Reach out to the public to make Brea a "go to" cultural and entertainment destination for residents as well as visitors.

Promote Brea's Sister City program and activities.

Preserve and promote the museums and gallery within Brea.

Modernize and promote the Curtis Theatre.

IMAGINE BREA 2003 City General Plan

Chapter 5: Community Services

Goals and Policies

Brea's many arts and cultural resources, heritage buildings and structures, outdoor sculpture collections, performing and visual arts centers, festivals, and arts and education programs, as well as individual and corporate assets, comprise an important component of community life. Looking toward the future, these cultural and arts programs can be strengthened and expanded to meet changing community values and vision.

Goal CS-5: Promote and support the cultural arts in varied aspects of community life.

Policy CS-5.1 Continue to support and implement the Art in Public Places program.

Policy CS-5.2 Acknowledge and support Brea's heritage through its cultural arts programs.

Policy CS-5.3 Encourage strong arts education in Brea.

Policy CS-5.4 Honor outstanding achievements in the arts.

Policy CS-5.5 Explore opportunities for creating live/work housing for artists.

Policy CS-5.6 Encourage the incorporation of art into architectural design.

Policy CS-5.7 Pursue partnerships with the Brea Olinda Unified School District, local public and private colleges and universities, and private organizations to support cultural arts programs and education.

Policy CS-5.8 Promote the involvement of local service clubs and similar organizations in arts events citywide.

Policy CS-5.9 Provide cultural arts programs that meet the needs and interests of all Brea residents.

Policy CS-5.10 Raise community awareness and understanding of the Arts in Public Places program.

Policy CS-5.11 Continue the role of the Cultural Arts Commission as the advisory body for the arts in Brea.

Policy CS-5.12 Promote citizen participation and conduct outreach programs to ensure City cultural arts programs meet changing needs in the community.

Goal CS-6 Ensure that adequate physical facilities are available to support cultural arts programs.

Policy CS-6.1 Maintain the Curtis Theatre, the Brea Gallery, and the Community Center as key cultural arts venues.

Policy CS-6.2 Maintain joint-use agreements with the Brea Olinda Unified School District for the sharing of performance and exhibit spaces.

Policy CS-6.3 Explore opportunities for providing new facilities to accommodate current or emerging cultural arts.

Goal CS-7 Draw from broad and creative funding sources to achieve the City's cultural arts vision and goals.

Policy CS-7.1 Pursue public and private grants to fund arts programs, activities, and facilities.

Policy CS-7.2 Explore private/public funding collaborations to expand art festivals, live performances, and public art programs.

Policy CS-7.3 Promote and support volunteer opportunities for public involvement in City-sponsored arts events.

Goal CS-8 Create national recognition of Brea as an arts community.

Policy CS-8.1 Provide funding to market and promote Brea's cultural arts programs at the local level and beyond.

Policy CS-8.2 Involve Brea in County, State, and national arts related events.



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City of Brea

City Council Regular Meeting Communication

December 19, 2023 City Council Regular Meeting Minutes

Meeting	Agenda Group
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR Item: 6A
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared By: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

12-19-2023 - 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

December 19, 2023

Roll Call: Marick, Stewart, Hupp, Simonoff, Vargas

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M.

1A. CALL TO ORDER/ROLL CALL-

Mayor Marick called the Closed Session to order at 6:30 p.m. All members were present with Councilmember Hupp participating via Zoom Teleconference.

1B. PUBLIC COMMENT-

None.

1C. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) and Brea Fire Management Association (BFMA) - Bill Gallardo, Negotiator-

Mayor Marick adjourned the Closed Session at 6:38 p.m.

2. STUDY SESSION - NO STUDY SESSION MEETING

There will be no Study Session meeting on December 19, 2023.

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

3A. CALL TO ORDER/ROLL CALL

Mayor Marick called the General Session to order at 7:01 p.m. All members were present, with Councilmember Hupp participating via Zoom Teleconference.

3B. PLEDGE OF ALLEGIANCE

Boy Scout Troop 707 and Girl Scout Troop 99 led the Pledge of Allegiance.

3C. INVOCATION - Kirk Randolph, Southlands Church

Pastor Kirk Randolph, Southlands Church, delivered the Invocation.

3D. REPORT- PRIOR STUDY SESSION-

None.

3E. COMMUNITY ANNOUNCEMENTS

Councilmember Simonoff announced that the City of Brea will be observing the Christmas and New Year holidays and directed the residents to visit the City website to view the holiday hours of all City facilities. He also announced that due to the holidays, there will be no trash collection on Monday, December 25 and Monday, January 1. He indicated that service will be delayed by one day the remainder of those weeks and residents may visit Republic Services' website for additional dates trash collection services will be delayed. Finally, he stated that if residents need to recycle their holiday tree, Republic Services will be collecting them December 26 through January 12.

3F. MATTERS FROM THE AUDIENCE

None.

3G. RESPONSE TO PUBLIC INQUIRIES-

None.

4. PUBLIC HEARING

There are no Public Hearing items at this time.

5. ADMINISTRATIVE ITEMS

There are no Administrative Items at this time.

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."

**There was Motion to Approve that was motioned by Marty Simonoff seconded by Blair Stewart with a result of 5-0-0-0
to approve City Council Consent Items 6A - 6E.**

6A. December 5, 2023 City Council Regular Meeting Minutes

The City Council approved the December 5, 2023 City Council Regular Meeting minutes as written.

6B. Contract with Motorola Solutions to Purchase Avigilon Control Center and Fixed Video Cameras, Vigilant License Plate Reading, CAPE Drone Software Solution, and Command Central Aware for the Police Department's Integrated Crime Center

The City Council authorized the grant-funded purchase of hardware, software, and services outlined in the attached Motorola Proposal from Motorola Solutions related to the Police Department's Integrated Crime Center.

6C. Waive Full Reading and Adopt Ordinance No. 1245 An Ordinance of the City of Brea Transferring and Granting a Pipeline Franchise to RMX Resources, L.L.C. and Approve CEQA Exemption Determination

The City Council waived full reading and adopted Ordinance No. 1245 titled "An Ordinance of the City Council of the City of Brea Transferring and Amending A Franchise Granted to Matrix Investments, L.P. to Construct, Operate and Maintain Pipelines for the Transportation of Hydrocarbon Substances in the City of Brea to RMX Resources, LLC., and Approving a CEQA Exemption Determination; appropriated any revenues received as part of this franchise in the Fiscal Year 2023-25 Operating Budget; and authorized the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department.

6D. November Outgoing Payment Log and December 1 and 8, 2023 City Disbursement Registers

The City Council received and filed the November Outgoing Payment Log and December 1 and 8, 2023 City Disbursement Registers.

6E. Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023.

7. CITY/SUCCESSOR AGENCY - CONSENT

There was Motion to Approve that was motioned by Marty Simonoff seconded by Steve Vargas with a result of 5-0-0-0

to approve City/Successor Agency Consent Item 7A.

7A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended November 30, 2023

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 November 30, 2023.

8. ADMINISTRATIVE ANNOUNCEMENTS

8A. City Manager-

City Manager Gallardo wished everyone a Merry Christmas and Happy Holidays.

8B. City Attorney-

None.

8C. Council Requests-

None.

9. COUNCIL ANNOUNCEMENTS

9A. Council Announcements

The City Council wished the community a Merry Christmas and Happy New Year.

10. ADJOURNMENT

10A. Meeting Adjournment

Mayor Marick adjourned the General Session at 7:08 p.m.



City of Brea

City Council Regular Meeting Communication

Adopt Resolutions Authorizing the Director of Public Works to Prepare and File Reports Relating to Annual Maintenance Assessment in Landscape and Lighting Maintenance Districts 1 through 7

Meeting	Agenda Group
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR Item: 6B
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Adopt Resolution Nos. 2024-002 through 2024-008.

BACKGROUND/DISCUSSION

The Landscape and Lighting Act of 1972 requires that a report be created each year detailing the proposed improvements, maintenance costs and assessments for each Maintenance District. The Act further requires that the administrative body adopt resolutions ordering creation of the reports.

The Annual Maintenance Assessment Report for each Maintenance District is scheduled to be presented to City Council for consideration at the April 16, 2024, meeting, at which time a Public Hearing date will be recommended prior to approval of the assessment for each District. Attached for your consideration are copies of the resolutions authorizing the Director of Public Works to prepare the reports.

FISCAL IMPACT/SUMMARY

There will be no impact to the General Fund as this activity is funded by Maintenance District assessments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho, Director of Public Works

Attachments

Resolution - LLMD 1.pdf

Resolution - LLMD 2.pdf

Resolution - LLMD 3.pdf

Resolution - LLMD 4.pdf

Resolution - LLMD 5.pdf

Resolution - LLMD 6.pdf

Resolution - LLMD 7.pdf

RESOLUTION NO. 2024-__

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Landscaping and Lighting Assessment District No. 1.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Landscaping and Lighting Assessment District No. 1.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Landscaping and Lighting Assessment District No. 1 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 2 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Lighting Assessment District No. 2.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Lighting Assessment District No. 2.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Lighting Assessment District No. 2 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-__

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 3 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Landscaping and Lighting Assessment District No. 3.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Landscaping and Lighting Assessment District No. 3.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Landscaping and Lighting Assessment District No. 3 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 4 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Lighting Assessment District No. 4.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Lighting Assessment District No. 4.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Lighting Assessment District No. 4 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 5 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Landscaping and Lighting Assessment District No. 5.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Landscaping and Lighting Assessment District No. 5.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Landscaping and Lighting Assessment District No. 5 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 6 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Landscaping and Lighting Assessment District No. 6.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Landscaping and Lighting Assessment District No. 6.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Landscaping and Lighting Assessment District No. 6 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk

RESOLUTION NO. 2024-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ORDERING THE DIRECTOR OF PUBLIC WORKS TO PREPARE TO FILE A REPORT RELATED TO MAINTENANCE OF PUBLIC IMPROVEMENTS IN CITY OF BREA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 7 AND ANY ASSESSMENTS THEREON FOR FISCAL YEAR 2024-2025

A. RECITALS:

(i) This Council heretofore adopted a resolution forming City of Brea Landscaping and Lighting Assessment District No. 7.

(ii) California Streets and Highway Code Section 22622 provides that this Council shall adopt a resolution generally describing any proposed new improvements or substantial changes in existing improvements in such a district and ordering the Director of Public Works to prepare and file a report related to annual maintenance and assessments in such a district.

(iii) No new improvements or substantial changes in existing improvements are proposed for said Landscaping and Lighting Assessment District No. 7.

(iv) 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 the Recitals, Part A, of this resolution.

2. The Director of Public Works is ordered and directed to prepare an annual report as specified in California Streets and Highways Code Section 22622 with respect to City of Brea Landscaping and Lighting Assessment District No. 7 for fiscal year 2024-2025.

3. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of January 2024.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

City Clerk



City Council Regular Meeting Communication

Professional Services Agreements for As-Needed Citywide Document Scanning Services

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6C
TO	FROM	
Honorable Mayor and City Council Members	Bill Gallardo, City Manager	

RECOMMENDATION

1. Approve Professional Services Agreements between the City of Brea and Complete Paperless Solutions and Raycom Data Technologies for as-needed Citywide Document Scanning Services in the amount not-to-exceed \$300,000 per agreement, plus up to a 10% contingency. Collectively, both agreements will not exceed the \$419,124 allocated for the project; and
2. Authorize the City Manager to approve contingency work for required changes within the above not-to-exceed total.

BACKGROUND/DISCUSSION

Records Management is an integral part of the operation of the City. In order to preserve the City's records, the City has identified a need for document scanning to alleviate the backlog of physical records stored throughout the Brea Civic & Cultural Center. The volume of hard-copy records currently stored by the City is reaching capacity in various storage areas, and some do not have the proper storage conditions needed to maintain files. Additionally, certain files that exist on microfiche are slowly deteriorating, and as a result, the City is at an increased risk of losing the images they contain unless the microfiche is digitized. By scanning these historically-backlogged physical documents into the City's electronic content management system, City staff will be able to uphold the City's values of transparency and accessibility, all while maintaining the City's archive of records for decades to come.

Several factors impede the process of being able to complete the digitization and indexing of records on-site. Current staffing levels do not support the time commitment needed to image, index and quality control the voluminous amount of files. Additionally, thousands of files of historical permanent building permits and plans exist on deteriorating microfiche that must be handled with care and professional training in order to maintain the integrity of the original image captured on the media. The City also does not have the equipment necessary to scan microfiche as well and large-scale building and engineering plans that contain important information.

In September 2023, City staff issued a Request for Proposals (RFP) for professional services to perform the full scope of work outlined for citywide document scanning. The RFP was released on September 25, 2023 via Public Purchase and the public notice was posted on the purchasing page of the City's website. A total of 23 vendors accessed the RFP through the Public Purchase portal, and on November 9, 2023, five (5) proposals were received from the following vendors which are prioritized upon best value:

1. Complete Paperless Solutions
2. Raycom
3. MetaSource, LLC
4. The Scanning Company
5. MRC Smart Technology Solutions

Due to the nature of the project, there were many variables to consider in the evaluation process, including volume, metadata entry, document ingestion into the City's Electronic Content Management System, pick-up/delivery of files, and

other document prep/specifications. With this in mind, the proposals were thoroughly reviewed and evaluated based on the following criteria: responsiveness of the proposal; the ability to meet the City's timelines and acceptance of the City's standard form of agreement; contractor's qualifications and prior experience; technical approach to complete the project; value and economy to City of the proposed project approach; and pricing.

Based on the results of the RFP and the total volume of services being requested, it is in the City's best interest to award multiple contracts to complete the full scope of work in an effort to maximize efficiency. This approach provides flexibility and control to distribute the work in a cost effective manner. Staff is recommending that the City approve a Professional Service Agreement (PSA) with Complete Paperless Solutions ("CPS") and Raycom Data Technologies ("Raycom"). Both CPS and Raycom have extensive experience in working with local and County agencies, and have successfully completed similar projects. Due to each vendor's familiarity with specific needs for document types and formats, competitive pricing, and approach to work, staff believes CPS and Raycom will be the best fit to complete this project.

The City Clerk's Office, along with a team of stakeholders citywide, have determined that records primarily from the Building and Safety Division, Planning Division, Housing and Economic Development Division, Engineering Division, Community Services Department, Public Works Department and Fire Department will be scanned and digitized as part of the outlined Scope of Work.

Staff is recommending the City enter into PSAs in the amount not to exceed \$300,000 per agreement, plus up to a 10% contingency, to provide as-needed citywide document scanning services. Initiation of each phase of work and notices to proceed will be authorized by the City Clerk's Office, as the project manager.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their January 9, 2024 meeting and recommended for Council approval.

SUMMARY/FISCAL IMPACT

Funding for the project was appropriated as part of the FY 2023-25 biennial Operating Budget and is funded from the City's General Fund (110). Staff has also identified funds available for the project within the City's Capital Improvement Fund (510) for GIS Record Document Conversion.

At this time, staff is recommending awarding both agreements for as-needed services in the amount not to exceed \$300,000 per agreement, plus up to a 10% contingency, in order to provide flexibility to allocate the project work between departments as staff sees fit, while staying within the allocated project budget. No additional appropriation is needed at this time. Staff will work with the contractors to stay within the full project budget of \$419,124 between both agreements.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Attachment A - Citywide Document Scanning Services RFP & Addenda.pdf

Attachment B - PSA (Complete Paperless Solutions).pdf.pdf

Attachment C - PSA (Raycom).pdf



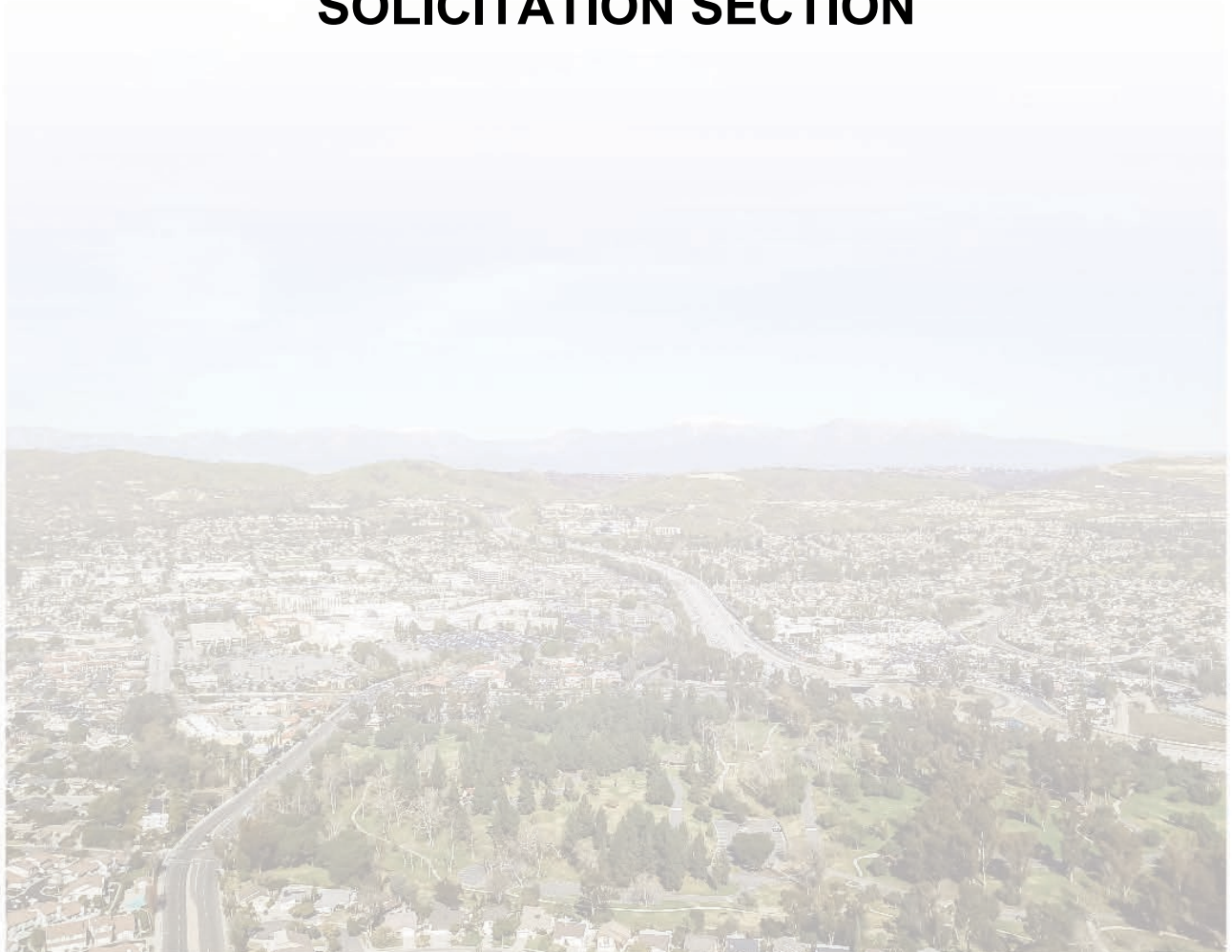
REQUEST FOR PROPOSALS

RFP No. 2023.09.25.01
for Citywide Document Scanning Services





PART I SOLICITATION SECTION



REQUEST FOR PROPOSALS
for Citywide Document Scanning Services
RFP No. 2023.09.25.01

Overview.

The City of Brea (“City”) is issuing this Request for Proposals (“RFP”) from qualified and experienced scanning service companies to provide document imaging, indexing, and quality control services, as further set forth in the Scope of Services and Specifications Requirements, Exhibit “A” to the City’s form of professional services agreement included herein (“Project”). The City of Brea utilizes Laserfiche as its electronic content management system (ECMS). The Laserfiche system also utilizes a cloud-based write-once-read-many (WORM) drive hosted by RestorVault.

The City desires to procure citywide document scanning services for scanning, indexing and quality control of historical records. Through this RFP, the City seeks a contractor that can provide the highest quality product at the most affordable price to accomplish the full scope of work on a rolling basis. Proposals shall be reviewed and rated on the basis of qualifications, specific experience, responsiveness, references, familiarity with the City’s needed services, pricing and/or other factors stated herein.

Questions and Answers.

To obtain Solicitation documents, submit questions, receive answers, and submit a proposal, visit the City's eProcurement Portal (“City Portal”) at the following hyperlink (registration is required) <https://www.publicpurchase.com/gems/brea,ca/buyer/public/home>.

A. **Questions.** Any person contemplating submitting a proposal in response to this RFP, who has any questions concerning this RFP, or who finds any discrepancies or omissions in any part of RFP, the Scope of Services and Specifications, the Agreement, or any of the terms and conditions included therein (collectively, “Solicitation” or “RFP”), must submit questions through the City Portal by the Question Deadline set forth in Timelines below or as may be modified by subsequent addendum. Questions not received by the Questions Deadline will not be considered as such questions are non-responsive to the Solicitation requirements.

B. **Answers.** City will issue addenda to answer questions received by the Question Deadline and provide clarifications and modifications to the Solicitation utilizing the City’s eProcurement Portal as provided above. Only questions or requests for clarification deemed sufficiently significant to fully implement the purposes of this RFP will be answered. Proposers must acknowledge receipt of all City-issued addenda. Only City’s written addenda can modify the Solicitation requirements. Such changes take precedence over the original Solicitation terms and any preceding addendums. Any other form of communications from the City shall not be binding or have no force or effect with respect to this Solicitation.

REQUEST FOR PROPOSALS
for Citywide Document Scanning Services
RFP No. 2023.09.25.01

Timelines.

Release of Request for Proposals	September 25, 2023
Pre-Offer Conference	Not Applicable
Question Deadline	October 20, 2023 by 4 p.m. local time
Final Addendum Issued	October 26, 2023
Proposal Due Date and Time	November 1, 2023 by 4 p.m. local time
Selection of Contractor*	November 8, 2023
Finance Committee*	November 14, 2023
City Council Award*	November 21, 2023
Services Begins*	December 1, 2023

* tentative

PROPOSALS MUST BE ACTUALLY RECEIVED AND ELECTRONICALLY ACKNOWLEDGED BY THE PROPOSAL DUE DATE AND TIME. Proposers are responsible to submit their proposals sufficiently in advance to ensure timely receipt. The City will not be responsible for any electronic failures of the City Portal to receive and/or provide acknowledgement of receipt, of any proposal.

Pricing.

C. **Preparation Expense.** Proposers prepare and submit proposals solely at their sole expense.

D. **Pricing Must Be All-Inclusive.** Each proposal must be INCLUSIVE OF ALL COSTS TO PERFORM THE REQUIRED SERVICES. Any and all costs of labor, transportation, materials, software, equipment, proprietary licenses, and any and all other fees, costs, and expenses necessary to provide the required services, must be included in the proposal price.

Proposal Submission Requirements.

E. **General.**

i. **Checklist.** Use this section as a checklist to provide a complete response. Failure to include and provide all the information specified is cause for rejection of the proposal without further evaluation or award consideration.

ii. **Signatures.** Proposers must sign all forms where indicated. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

REQUEST FOR PROPOSALS
for Citywide Document Scanning Services
RFP No. 2023.09.25.01

iii. **Additional Material.** Do not include any promotional material or any material that is not directly relevant to the objectives of this Solicitation.

iv. **Organization.** Organize the proposal in the order shown below, separate each section with a section page and title, number each section beginning with one.

v. **Sections Division and Purpose.** Note the Qualifications and Forms sections will be used to determine if your company is qualified and responsive, while the Technical and Costs sections will be used to determine how well your company meets the requirements of this Solicitation and if the proposed costs are fair and reasonable. The Technical and Costs sections of the successful proposal (“Contractor’s Proposal”) will be attached to Exhibit A to the City’s standard Agreement for execution.

F. Introduction Section.

i. **Title Page.** Provide a title page showing the Solicitation subject; the proposer’s name; address, and the date of the proposal.

ii. **Table of Contents.** Provide a table of contents detailing the various sections and page numbers of the information contained in the proposal.

iii. **Letter of Transmittal.** Provide a letter of transmittal signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the proposer believes itself to be best qualified to perform the services and a statement that the proposal is a firm and irrevocable offer.

G. Qualifications Section.

i. **Background.** Provide your company’s full legal name, address, phone, fax, email, website; prior company names (if any) and years in business; mergers, buyouts; organizational structure (i.e. corp., LLC, sole proprietorship, etc.) and chart; Names and titles of the principal owner(s); person(s) authorized to bind your company. List any contracts terminated for cause, pending litigation, and any governmental enforcement actions against your company. List any special recognition or awards.

ii. **Experience.** Provide a summary of experience with similar kinds of work; Familiarity with state and federal procedures; Experience working with public agencies. Provide current business references for whom your company has provided similar services, and a very brief description of the provided services.

iii. **Qualifications.** Provide a summary of financial responsibility; Demonstrated technical ability; Capability of developing innovative or advanced techniques; Special qualifications, training, credentials; Staff names, titles, role, qualifications, experience, and length of service and the designated project manager assigned to this Project.

REQUEST FOR PROPOSALS
for Citywide Document Scanning Services
RFP No. 2023.09.25.01

iv. **Understanding.** Describe your understanding of the work to be done based on this Solicitation. Include any issues that you believe will require special consideration for this Project as well as identify any unique approaches or strengths your company may have.

H. Technical Section.

i. **Approach.** Provide a detailed discussion and proposed methodologies of your company's approach to the successful completion of this Project. Include thorough discussions of methodologies you believe are essential to accomplishing each task. Include a proposed work schedule to accomplish all of the required tasks and identify the team member responsible for each.

ii. **Proposed Schedule.** Provide a detailed recommended schedule of activities. If a Meet and Confer and Presentation Requirements and/or a Tentative Schedule are provided in the Scope of Services and Specifications Requirements Section any recommended modifications will need to be addressed.

I. Cost Section.

i. **Time and Expense Basis.** Set forth your price based on a time and expense basis.

ii. **Alternative Basis.** Provide any alternative pricing basis to the Time and Expense Basis that would be advantageous to the City.

J. Forms Section.

- i. **Standard Forms**
 - a. Non-Collusion Affidavit Form
 - b. References Form
 - c. Subcontractors List-Standard Form
 - d. Statement of Compliance or Exceptions Form
 - e. Status of Past and Present Contracts Form
 - f. Insurance Commitment Form
 - g. Proposer Qualifications Response Form
 - h. Firm Offer and Price

K. **Withdrawal and Validity.** Proposals may be withdrawn before Proposal Due Time and Date; Proposals not so withdrawn are binding for 120 days after the due date.

Results.

L. **Opening Proposals.** Proposals are electronically sealed until the Proposal Due Date and Time and thereafter will be electronically unsealed to begin the review and evaluation process as set forth in the Evaluation, Award, Contract, Notice to Proceed Section below.

REQUEST FOR PROPOSALS
for Citywide Document Scanning Services
RFP No. 2023.09.25.01

M. **Results Posted.** Proposals received by the Proposal Due Date and Time, will have results posted on the City’s website at www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes. The Proposal results are subject to change based on responsiveness and determination of qualifications. Visit that webpage, click on Requests for Bids, Proposals, and Quotes, scroll to the desired Solicitation. City will not provide results by any other means.

N. **Information Posted.** Best Value procurements will display Company Name only. Proposals will not be available until the evaluation phase has been completed and an award recommendation has been made.

O. **All Proposals Become City Property and Public Records.** All submitted proposals will become City property and public records subject to disclosure. However, no proposal will be disclosed unless and until: a contractor is selected and recommended for contract award to the City Council; all proposals are rejected; or, this RFP is terminated.

DO NOT SUBMIT CONFIDENTIAL INFORMATION. Any and all notices of “trade secrets”, “confidential information”, “do not disclose”, and/or any similar types of notices in a proposal will be disregarded.

Evaluation.

P. **Non-Responsive Proposals.** Proposals that are late or misdirected; or Proposers who did not attend any required mandatory Pre-Offer Meeting or are suspended or debarred (www.sam.gov) are non-responsive. Proposals that did not include the required documents or information; modified any terms and conditions; had excessive or inadequate price relative to the Scope of Services and Specifications Requirements may cause the Proposal to be deemed non-responsive. Non-responsive Proposals will not be considered for further evaluations or award.

Q. **Responsive Proposals.** Proposals that conform in all material respects to the Solicitation and are eligible for further consideration.

R. **Informalities.** City may waive any informalities in any proposal or this RFP process as deemed in City’s best interest.

S. **Basis for Award and Evaluation Criteria.** If an award is made, it shall be made based on the proposal determined to provide the best value to the City. City will evaluate and score each proposal based on how well it meets the Proposal Submission Requirements including, but not limited to, the Qualifications, Technical, Cost, Forms sections; any required clarifications, presentations, interviews; other available information; any required Best and Final Offer (BAFO) responses; and any other requirements of this Solicitation not mentioned specifically in this paragraph.

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The scoring for Evaluation Criteria is set forth below:

Responsiveness of the Proposal including ability to meet the City's timelines, and acceptance of City's standard form of agreement	20%
Contractor's qualifications and prior experience	20%
Technical approach to complete the Project	20%
Value and economy to City of the proposed Project approach	20%
Pricing	20%

The City reserves the right to select one or more proposers for further consideration or award of a contract, based solely on their proposal, or, based on their proposal and interviews. The City reserves the right to negotiate a final agreement with one or more of the top scoring proposers.

Award, Reject, Rescind.

As may be in City's best interest, City may accept and award a contract to any proposer; rescind any award; reject any or all proposals; and/or terminate this RFP process.

Agreement.

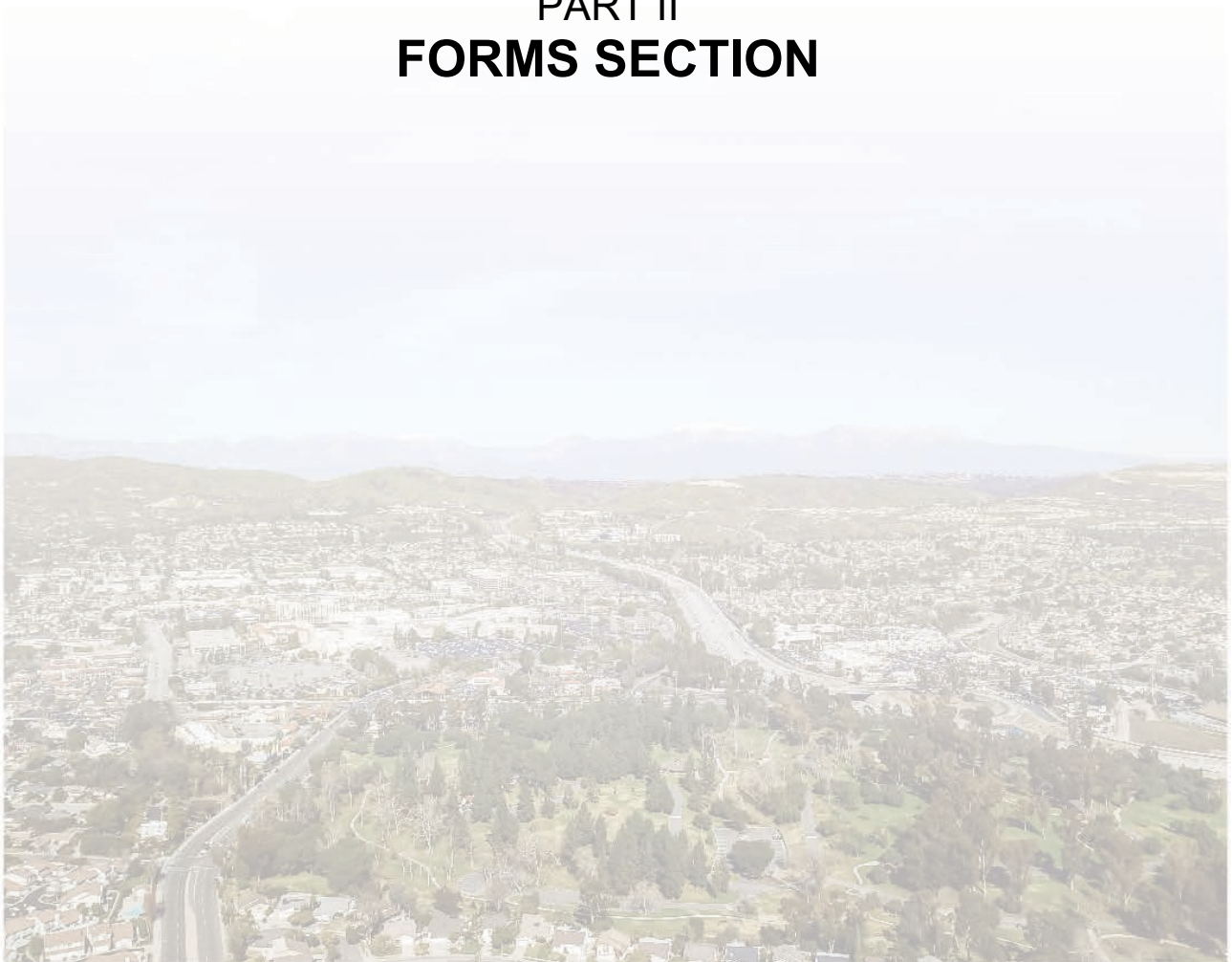
If an agreement is awarded, City will do so after the successful proposer has satisfied all post-award requirements (insurance, bonding, etc.). The City's standard form of agreement is attached. Any requested changes to the contract will be considered as part of the evaluation/scoring process.

Notice to Proceed.

City will issue a notice to proceed to Contractor(s) to commence providing the required services at the time stated in that notice. Absent a formal notice to proceed letter, the Purchase Order becomes the de facto notice to proceed itself unless otherwise stipulated in the Purchase Order.

End of this Section

PART II **FORMS SECTION**



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STANDARD FORM A
NON-COLLUSION AFFIDAVIT FORM

Note: To be executed by Proposer and submitted with Proposal.

State of _____
(the State of the place of business)
County of _____
(the County of the place of business)
_____, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is _____ of
(title of the person signing this form)
_____, the party making the foregoing proposal
(name of offering company)

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

Any person executing this declaration on behalf of a PROPOSER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the PROPOSER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature: _____

Name/Title _____

Date: _____

Notary is not required for this proposal.

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STANDARD FORM B
REFERENCES FORM

(Proposer's Company Name)

Provide current business references for whom your company has provided similar services.
Provide very brief description of the Project services your company provided to the reference.
Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Proposer from further consideration (Brea City Code Sec. 3.24.020.M)

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
2. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
3. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
4. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		

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STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

(Contractor's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
2. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
3. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		

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STANDARD FORM D
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

(Proposer's Company Name)

Select one:

☐ **No Exceptions**

By checking the above box, Proposer declares their Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

☐ **With Exceptions**

By checking the above box, Proposer declares their Proposal was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Proposer must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
-------------------	--------------------------------	-----------------------------	----------------

Proposer acknowledges that City may accept or reject any or all of Proposer's listed exceptions or reject the Proposer's entire Proposal that contain any exceptions.

Signature: _____

Name/Title _____

Date: _____

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STANDARD FORM E
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation. As used in this form, “Proposer” means Proposer or any 10% or greater owner of the proposing company; “Contract Termination” means termination for cause by any other party to a contract with the Proposer; “Settlement” means settlement of any claim or lawsuit brought against Proposer in connection with Proposer’s services; and, “Legal Action” means any lawsuit alleging fraud, breach or any other misconduct by, or filed against, Proposer.

(Proposer’s Company Name)

☐ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that the Proposer has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that the Proposer has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Proposer must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reasons for and descriptions of the Terminations, Settlements, or Legal Actions.

The Proposer acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Proposals wherein Proposer has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title _____

Date: _____

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STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Proposer's Company Name)

Proposer acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

Proposer, at Proposer's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance 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 prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Proposer certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title _____

Date: _____

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STANDARD FORM G
PROPOSER QUALIFICATIONS RESPONSE FORM

(Proposer's Company Name)

Proposers must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

Your company's full legal name, address, phone, fax, email, website.

| |

Prior company names (if any) and years in business; mergers, buyouts, etc.

| |

Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

| |

Names and titles of the principal owner(s).

| |

Person(s) authorized to make commitments for your company.

| |

Special recognition or awards.

| |

Experience.

Provide the following information relative to required services:

Summary of Experience with similar kinds of work.

| |

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Familiarity with state and federal procedures.

| |

Experience working with public agencies.

| |

Narrative of the working relationship with current business references for information not already included in the References Form.

| |

Qualifications.

Provide the following information relative to required services:

Financial responsibility.

| |

Demonstrated Technical Ability.

| |

Capability of developing innovative or advanced techniques.

| |

Special qualifications, training, credentials.

| |

Staff names, titles, role, qualifications, and experience assigned to this Project.

| |

Designated project manager assigned to this Project.

| |

Understanding.

Provide the following information relative to required services:

Understanding of the work to be done based on this Solicitation.

| |

Include issues that you believe will require special consideration for this Project.

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| |

Identify unique approaches or strengths your company has relative to required services.

| |

Approach.

Provide the following information relative to required services:

Understanding of the work to be done.

| |

Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

| |

Names and titles of key management personnel.

| |

Team to be assigned for these services.

| |

Submitted by:

Signature: _____

Name/Title | | _____

Date: | | _____

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STANDARD FORM H
FIRM OFFER AND PRICE FORM

(Proposer's Company Name)

FIRM OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent, to all the requirements of the City of Brea's Terms and Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: _____

Business Address: _____

Federal ID#: _____

If any Work is a Public Works

Business Type

(Contractor enter a number)

Contractor Lic#: _____

DIR#: _____

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____

Name:

Title:

Email:

By: _____

Name:

Title:

Email:

Date Signed: _____

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____

CORPs: Secretary, Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[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.]

[Pursuant to California Corporations Code Section 17703.01(d), for limited liability companies, both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

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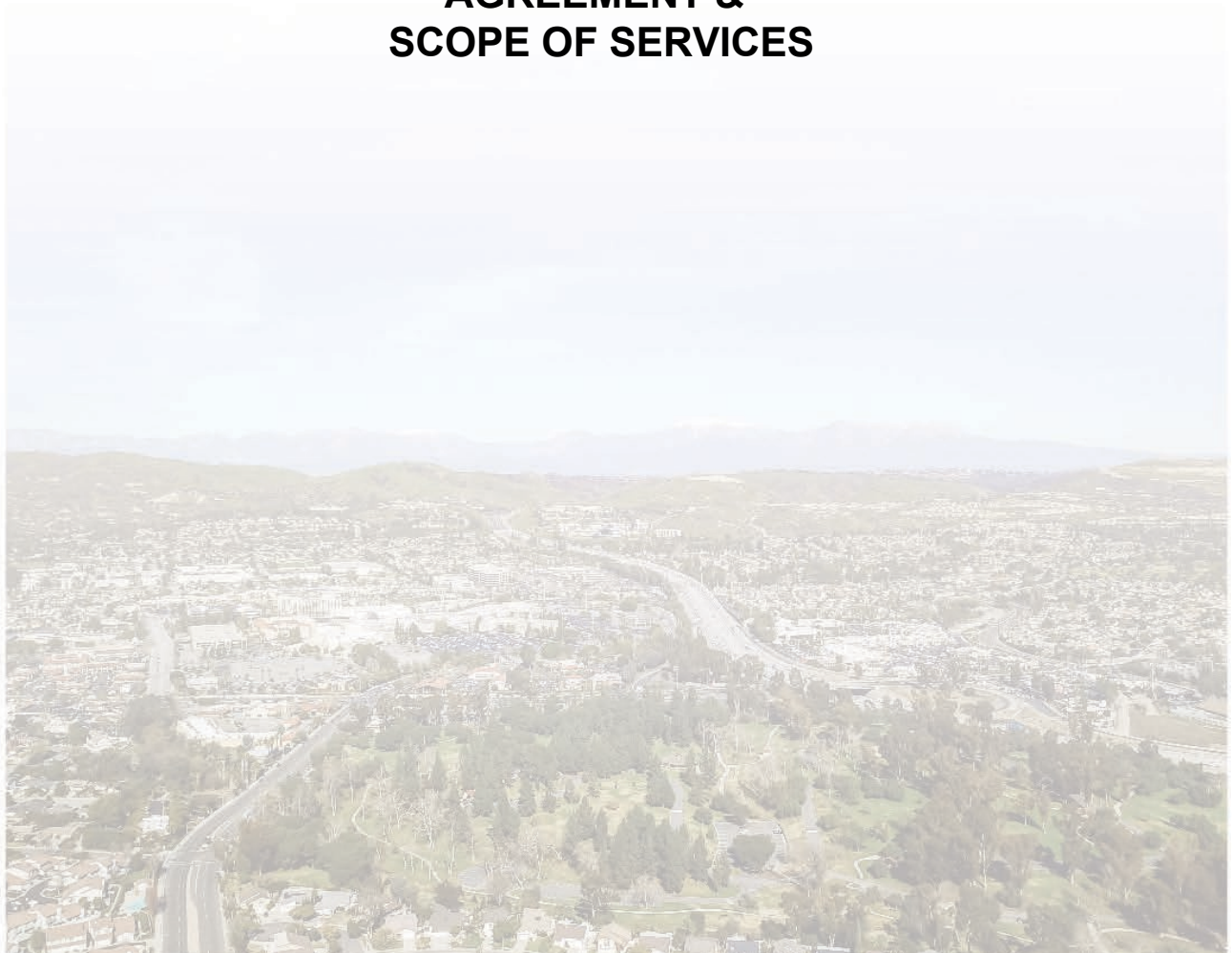
PRICE FORM

(Proposer's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements.
Attach additional pages if necessary.

Tasks	Description	Rate
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
	Project Total Costs (add above lines)	\$

PART III AGREEMENT & SCOPE OF SERVICES



PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

This Professional Services Agreement (“Agreement”) is dated {**AgreementDate**} for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and {**Contractor Name**} a {**Legal Status**} (“Contractor”).

RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **Citywide Scanning 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.

Contractor 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”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Attachment 1 to Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of \$ {**ContractAmount**} (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Contractor shall invoice City on a monthly basis.

3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than {**Contingency Percent**} percent. The City Manager, or designee, is authorized to approve, in writing, contingency work that is below the foregoing limit.

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

Contractor's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Contractor without a written amendment or approval of the City Manager, or designee, shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence on {TermStartDate} ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on {TermEndDate} or upon satisfactory completion of the Services, whichever occurs first.

5. Time of Performance.

A. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

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. Contractor'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, including costs incurred, shall be maintained by Contractor 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. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

- A. Contractor shall comply with all applicable laws including Cal/OSHA requirements.
- B. Contractor shall obtain a City of Brea business license.
- C. Contractor shall comply with all {AdditionalLegalRequirements}.

9. Assignment and Subcontracting.

A. Contractor shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Contractor's utilization of subcontractors identified in Contractor's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Contractor. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City.

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS 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.

Unless otherwise permitted or waived in writing by City's Risk Manager, Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Contractor 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:

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

- 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. Automobile Liability

i. Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies 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 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.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Contractor certifies that Contractor is aware of the provisions of Labor

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

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. Contractor 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. Contractor 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)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor 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.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Contractor shall maintain cyber liability insurance providing 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.

F. 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 insurance limits are required for this Agreement:

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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.

H. Policy Provisions Required

i. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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.

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ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Contractor'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. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Contractor 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

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insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors 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 Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this

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Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Contractor must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Contractor. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Contractor is not then in breach, City shall pay Contractor for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Contractor may terminate this Agreement only for cause and by serving written notice of termination to City, provided Contractor has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or

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dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Contractor hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in

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Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.80, et seq., including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Contractor shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. Contractor hereby designates **{ContractorRepName}**, or such person's designee, as Contractor's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **{CityRepName}** or such person's designee, as the City Representative for this Agreement.

C. 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.

19. 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

United States

{CityPMName}

Contractor

{ContractorFullName}

{ConPMStreetAddress}

{ConPMcity}, {ConPMstate} {ConPMzip}

{ConPMCountry}

{ConPMName}

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{CityPMEEmail}

{ConPMEEmail}

{CityPMPhone}

{ConPMPhone}

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

21. Conflicts of Interest.

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

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.

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None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Contractors.

City reserves its right to employ other contractors to provide the Services or similar services.

27. Exhibits.

The attached **{ExhibitsAttached}** are 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. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Contractor's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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Citywide Document Scanning Services

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.

{Contractor Full Name}

By: _____

{ConSigner1Name}

{ConSigner1Title}

{ConSigner1Email}

By: _____

{ConSigner2Name}

{ConSigner2Title}

{ConSigner2Email}

Date Signed: _____

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____

CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[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.]

[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: _____

{CitySignerName}

{CitySignerTitle}

{CitySignerEmail}

Attest (if over \$25,000)

By: _____

{AttestName}

{AttestTitle}

{AttestEmail}

Date Signed: _____

Date Signed: _____

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Citywide Document Scanning Services

EXHIBIT A
Scope of Services and Specifications Requirements

I. Introduction.

The City of Brea (“City”) is issuing this Request for Proposals (“RFP”) from qualified and experienced scanning service companies to provide document imaging, indexing, and quality control services (collectively, “Services” sometimes herein).

The City of Brea utilizes Laserfiche version 10.4 or higher as its electronic content management system (ECMS). The Laserfiche system also utilizes a cloud-based write-once-read-many (WORM) drive hosted by RestorVault.

The City desires to contract for citywide document scanning services for scanning, indexing and quality control of historical records. Through this RFP, the City seeks a contractor that can provide the highest quality service at the most affordable price to accomplish the full scope of work on a rolling basis.

Proposals shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the City’s needed services and pricing, and otherwise as set forth in this RFP.

II. Background and Project Objectives.

The City requires a contractor to perform the scanning, indexing and quality control services as to a significant number of physical records that vary in size and format.

The City Clerk’s Office will serve as the Project manager and oversee performance of the Services, while working with stakeholders in various Departments citywide during their respective phases of the Project. The selected contractor will scan, index and quality control records primarily from the Building and Safety Division, Planning Division, Housing and Economic Development Division, Engineering Division, Community Services Department, and Public Works Department. File types will include, but are not limited to: building permits, entitlement files, as-built plans, large format drawings and Project files.

The Contractor will be required to perform not only scanning and indexing, but also a separate quality check of documents scanned to: 1) ensure legal compliance; 2) verify that all images are present and contain all significant details from the original document; and, 3) confirm that all images scanned are an adequate substitute for the original document for all purposes for which the document was created or maintained. Once it has been determined that the abovementioned processes have been satisfactorily completed, the City desires the files to be directly ingested into the City’s Laserfiche ECMS.

The City does not require the work to be completed on-site, but desires that the transportation (pick-up and drop-off) of the records be handled by the contractor for performance of the Services off-site. City staff will box all records in standard bankers’ boxes for transportation.

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The contractor may also be required to prepare documents for scanning, which may include the removal of any staples, fasteners, metal, plastic, twine, or glue binder, and preserve reasonable organization of said files after scanning.

The objective of the citywide document imaging Project is to store documents electronically, making them searchable and easily accessible through the City's platforms, in turn, reducing physical storage needs. The physical storage of records has created challenges in part, due to the limited availability of viable storage options. The goal of the City's records management program is to take full advantage of the newly-implemented WORM media in relying on readily accessible digital files as opposed to cumbersome physical files, thereby paving the way for their proper destruction.

III. Scope of Work.

The City is seeking an experienced and qualified contractor to provide scanning services for a variety of documents. For each document type, the City will provide a template and folder structure within the Laserfiche repository. Each document type will have its own corresponding template with no more than four (4) required metadata fields. Staff will communicate required fields and naming conventions to the contractor prior to the start of work.

i. Standards

Any and all City documents in the possession of the contractor must be stored in a safe and secure location that is climate controlled.

- a. The City must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours
- b. All scanning, indexing and Quality Assurance ("QA") must be performed in the State of California
- c. All images must be scanned at a minimum resolution of 300 dpi or higher, when necessary (i.e. color documents, large scale plans), to maintain the quality of the original image
- d. File output must be in TIFF format
- e. Duplex scanning of documents to capture both front and back of two-sided documents
- f. Images must be oriented correctly for viewing
- g. Image Clean-up: the scanned document should be de-skewed and de-speckled, blank pages and black borders removed and background suppression where the image will be enhanced by such processes
- h. Manual image quality adjustment and QA of every image for clarity, quality, cutoffs or compression errors
- i. Documents must be indexed with up to four (4) fields. Indexing sources may include scan sheets, file folders, and/or image verification
- j. All scan dimensions must be the same size as the original document
- k. Images are to be provided on an archival quality DVD that cannot be altered or changed

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- i. OCR all content with guaranteed 99.5% accuracy on images. For items that cannot properly undergo OCR, the contractor shall suggest best practices for indexing such items.

ii. Scanning Specifications

- a. All scanning, indexing, and quality checking must be performed in the State of California (no off-shore or out-of-state services).
- b. All scanning and indexing to be done in compliance with all applicable California State laws, and ANSI and AIIM standards (which are incorporated herein by reference and made a part of the agreement).
- c. All compressed files must utilize CCITT Group IV compression.
- d. Resolution for scanning shall be at least 300 dpi (minimum)
- e. Color pages must be auto-detected. Default is black and white, only the pages that are in color are scanned in color. The contractor may not scan whole documents in color, unless the entire document is in color.
- f. VRS or like technology must be used on all images to improve the quality of the scan.
- g. Hard-to-read images (e.g., blue mimeograph ink, dot matrix printers) will be copied and re-scanned by the contractor at no charge so that the document is as usable as the original (see below.)
- h. Indexing of documents as specified for each records series.
- i. Any damage to documents, or other anomalies or difficulties, shall be promptly reported to the City.
- j. Images in response to any request made by the City will be provided via e-mail of the scanned image within one business day. The City requires this in order to meet the Public Records Act mandate of making records promptly available to requestors.
- k. Separate process from scan and index: Quality checking (by humans) is required of images to meet all legal standards including the following:
 - a. "Images have been quality checked, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained."
 - b. Quality checking (by humans) of indexing.
 - c. All necessary corrections shall be made by the contractor in order to meet legal standards outlined in this document.

iii. Estimated Quantities

Document types for which the Services are required include, but are not limited to, microfiche, aperture cards, large format drawings and associated documents of various standard sizes, all of which must be rendered to a format that is compatible with the electronic record management software Laserfiche Client 10.4 or higher, utilized by the City as a trusted system for digitally archiving, indexing, and searching documents.

An estimate of the total volume for each document type is provided below:

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- a. 16/35 mm Microfiche currently stored in envelopes – 30,000 microfiche
- b. 24X Microfiche currently stored in envelopes – 14,000 microfiche
- c. 35 mm Microfiche plans – 5 microfiche
- d. 35 mm Aperture card – 250 cards
- e. Letter size paper (color & black/white) – 1,500,000 sheets
- f. Letter size paper (advanced indexing/metadata and extra document prep) – 280,000 sheets
- g. Large format drawings (black & white) – 11,250 sheets
- h. Large format drawings (color) - 11,250 sheets

The foregoing quantities are *estimates* only. The actual number of documents to be scanned may be more or less than such estimated amounts. Additional document formats not listed above may also be included. **NOTE: THE CITY PROVIDES NO WARRANTY OF ANY KIND THAT THE FOREGOING QUANTITIES WILL BE THE ACTUAL QUANTITIES FOR WHICH THE SERVICES ARE REQUIRED. ACTUAL QUANTITIES MAY BE MORE OR LESS.**

iv. Delivery Specifications

- a. Contractor will provide receipts or other agreed-upon documentation as proof of pick-up, to be signed by the contractor staff and City staff.
- b. Delivered images will be ingested directly into the City's Laserfiche ECMS, including any indexing, metadata, OCR text and quality check markers. The documents shall require no post processing by the City.
- c. Images will also be delivered on another agreed upon source and method of delivery (i.e. DVD-rs, FTP site, hard drives, etc.).
- d. The original paper documents will be returned to the City in the same order and condition as received. Receipt of this transaction will also be required in the same manner of pick-up.
- e. Documents do not have to be re-stapled or fastened, but they must be placed back into folders in which they were originally found. All documents, sections, and folders must stay in the same sequence as they were received.
- f. Contractor will only pick up the next Project batch when the prior batch has been returned, while maintaining a rolling pick-up/drop-off schedule.
- g. Contractor and City staff will discuss and agree upon a mutually acceptable turnaround time from time of notification of pickup based on the file type.

End of this Exhibit

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Attachment 1 to Exhibit A
CONTRACTOR'S PROPOSAL AND FEE SCHEDULE
(attached)



10/06/2023

RFP 2023.09.25.01 Citywide Document Scanning Services - Addendum 01

The following addendum is issued to reflect the following changes:

1. The timeline for this RFP is hereby extended and includes a non-mandatory pre-offer site walkthrough opportunity. As such, Part I (Solicitation Section) is amended as follows:

Timelines.

Release of Request for Proposals	September 25, 2023
Pre-Offer Site Walkthrough (non-mandatory)	Wednesday, October 18 – 11 a.m. <i>Brea Civic & Cultural Center</i> <i>1 Civic Center Circle, 3rd Floor</i> <i>Brea, California 92821</i>
Question Deadline	October 27, 2023 by 4 p.m. local time
Final Addendum Issued	November 3, 2023
Proposal Due Date and Time	November 9, 2023 by 4 p.m. local time
Selection of Contractor*	November 17, 2023
Finance Committee*	November 28, 2023
City Council Award*	December 5, 2023
Services Begins*	December 15, 2023

* tentative

The non-mandatory Pre-Offer Site Walkthrough will begin at the Brea Civic & Cultural Center at 11 a.m. After touring the Brea Civic & Cultural Center, we will continue the walkthrough by visiting the Brea Public Works Yard, 545 Berry Street, Brea California, 92821. We will conclude the walkthrough at the Public Works Yard.

Interested participants must register by contacting the City Clerk's Office at cityclerksgroup@cityofbrea.net **no later than Tuesday, October 17 at 12 p.m.** For questions regarding the Pre-Offer Site Walkthrough, please contact the City Clerk's Office directly at cityclerksgroup@cityofbrea.net.

2. The below required Pricing Proposal is added to this RFP and adds Sub-section iii, under I. Cost Section within the Proposal Submission Requirements in Part I (Solicitation Section).

iii. Pricing Proposal. Each vendor must complete and submit the below Fee Proposal which includes all costs associated with the performance of the full Scope of Services.

Fee Proposal should include:



- Break down by a per image rate
- Provide a table with estimates based on information outlined in this RFP
- Fixed prices, including out-of-pocket expenses, for all costs associated within the scope of this proposal
- Additional billable costs for non-specified tasks
- Total fees and expenses for the entire scope of the project
- Any area which proposers believe should be included in the scope of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered.

Fee Proposal format as follows:

Scanning	Item Description	Per Image*
Letter, legal and 11x17 sized pages	Black and White	\$
	Grayscale	\$
	Color	\$
Large Format Drawings	Black and White	\$
	Grayscale	\$
	Color	\$
16/35 mm Microfiche (stored in envelopes)	Black and White	\$
	Grayscale	\$
	Color	\$
24X Microfiche (stored in envelopes)	Black and White	\$
	Grayscale	\$
	Color	\$
35 mm Microfiche plans	Black and White	\$
	Grayscale	\$
	Color	\$
35 mm Aperture cards	Black and White	\$
	Grayscale	\$
	Color	\$



*Per Image rate should include document preparation, scanning, quality assurance and metadata input.

Other Items	Item Description	Rate
Pickup & Delivery Fee	Pick up and return trip	\$
Laserfiche Integration Integration of images and metadata into the Laserfiche repository	Each upload	\$
Document Preparation Beyond standard preparation covered in the all-inclusive rate per image above (if any)	Per hour	\$
Metadata Entry/Indexing If additional indexing is requested on select document types	Per hour	\$
Other (detail separately)		\$
Other (detail separately)		\$
Other (detail separately)		\$

There are no other changes, additions, or deletions by issuance of this addendum.

Sincerely,

Budget Manager
Administrative Services Department



10/30/23

RFP 2023.09.25.01 Citywide Document Scanning Services - Addendum 02

The following addendum is issued to reflect the following changes:

On page 6 of the RFP, the “*Award, Reject, Rescind*” language is revised as follows:

Award, Reject, Rescind.

As may be in City’s best interest, City may accept and award a contract to any proposer; rescind any award; reject any or all proposals; and/or terminate this RFP process. **The City also reserves the right to award a contract to perform a portion, or all of the services, to one or more proposers based upon the volume of services being requested. The project volume outlined in the Scope of Services may be separated by Department or other means in which the City determines fit.**

On page 6 of the RFP, the “*Agreement*” language is revised as follows:

Agreement.

If an agreement is awarded, City will do so after the successful proposer has satisfied all post-award requirements (insurance, bonding, etc.). The City’s standard form of agreement is attached. Any requested changes to the contract will be considered as part of the evaluation/scoring process. **The City reserves the right to enter into agreements with two or more proposers meeting all post-award requirements.**

There are no other changes, additions, or deletions by issuance of this addendum.

Sincerely,

Budget Manager
Administrative Services Department



11/01/23

RFP 2023.09.25.01 Citywide Document Scanning Services - Addendum 03

The following addendum is issued to reflect responses to questions received regarding this solicitation:

Q1: For the contract in Part III, does the City of Brea want this submitted as part of the proposal, or is this an example of the services contract to be agreed upon after the award of the RFP?

The Agreement in Part III is provided as an example of the Professional Services Agreement to be agreed upon at the award of the RFP.

Q2: Does the City have a current vendor in place performing this work?

The City does not have a current vendor in place performing this work.

Q3: If a current vendor exists, please provide a copy of the vendor's contract.

The City does not have a current vendor in place performing this work.

Q4: If a current vendor contract exists, what is the average spend per year?

The City does not have a current vendor in place performing this work.

Q5: Will the City provide a manifest of documents requiring digitization? If yes is it available in electronic format?

The City will provide a manifest of the files and boxes with each pickup.

Q6: Per the RFP, there will be four fields to be captured. Please provide the fields by document type.

On Page 36, under Section III Scope of Services, it outlines that documents must be indexed with "up to four (4) fields" of metadata. At this time, the City does not have a list of each document type with corresponding fields that would need to be captured. An example of a type of document that would have to be digitized are building permits. For building permits, the City would request the following fields of metadata: Permit Number, Street Number, Street Name. For this example, we will only utilize three (3) fields. As indicated, we are requesting pricing include "up to four (4) fields" of metadata, but we may have less, depending on the document type.

Q7: Does the City have a data file that can be used for auto-population and validation?

The City does not have any such data file.



Q8: Please further describe the "advanced indexing/metadata" requirements for the 280,000 paper sheets.

On page 38, under subsection iii Estimated Quantities, the reference to "advanced indexing/metadata" refers to estimate for documents that may potentially have additional fields of metadata beyond the four (4) fields.

Q9: Please further describe the "extra document prep" requirements for the 280,000 paper sheets.

On page 38, under subsection iii Estimated Quantities, it references that the City may have roughly 280,000 individual pages that are maintained in a manner which may require extra document preparation prior to scanning. These sheets are documents that may include records on carbon copy paper, that are stored in envelopes that will need to be removed, unfolded, and have staples removed prior to scanning.

Q10: What are the dimensions of the large format drawings?

Large format drawings are 24"x36" and 30"x42".

Q11: Are large format documents mixed/comingled in folders with regular sized pages?

Some files may have large format documents mixed in with regular sized pages.

Q12: What is the average number of pages per document?

Due to the variety of documents that we will have scanned, the City does not have an average number of pages per document available at this time.

Q13: What percentage of documents are double sided?

Due to the variety of documents that the City will have scanned, the City does not have an estimate on how many will be double sided.

Q14: Specific to microfiche:

- **What is the average number of frames per microfiche?**

The frames can range anywhere from 1-55 frames per film. We do not have an exact average at this time.

- **What is the reduction ratio?**

The reduction ratio may vary and is unknown.

- **What % of microfiche will be provided on Original (Silver) film?**

The percentage of microfiche on Silver film is unknown at this time.

- **What % of microfiche will be provided on Duplicate (Diaz) film?**

The percentage of microfiche on Diaz film is unknown at this time.



- **What type of information is contained in the eye-readable microfiche title?**

Each slide title varies, but may contain the street number and name or tract number.

- **How old is the microfiche?**

The exact age of the slides themselves is unknown, however there are frames contained on the microfiche dating back to the late 1950's.

- **What is the physical condition of a typical microfiche?**

The precise physical condition of a typical microfiche is unknown; however, it has been determined that some have begun to darken due to age.

- Q15: Will the City consider issuing a pricing table to ensure consistency across bidders?**

Addendum No. 1 was issued on October 6, 2023 and includes a fee proposal format. Please refer to Addendum No. 1.

- Q16: What start date (tentatively 12/1/2023), end date, or term in months does the City prefer/expect?**

Addendum No. 1 updated the timeline, including the tentative project start date, which has shifted to December 15, 2023. The City will work with the selected vendor(s) to establish a timeline to complete the full scope of work. The City is proposing that the overall scope of work is executed as part of a phased approach, prioritizing higher-priority documents. The City Council has budgeted funds for Fiscal Years 2023-24 and 2024-25 to address this project.

- Q17: If large format drawings are mixed with regular sized drawings, would it be acceptable to place these drawings, along with a separator sheet indicating the document it belongs to, in the original box without recombining with the original folder that it was taken from?**

Yes, these files are to be returned together in the same box with their original files, however large format drawings do not need to be re-inserted into the same files that they were separated from.

- Q18: Quality checking (by humans) of image and indexed data to be an "adequate substitute for the original document" sounds like a page-by-page comparison QC process, please confirm this is the desired method.**

Document digitization is a singular element to the City's overall records management plan. One of the goals of the plan is to be able to destroy originals that have not yet met their retention, or are permanent, given all legal standards have been met in order to do so. A legally compliant quality control process is one of these standard. With that being said, we are looking for vendor(s) that will be able to complete the scope of work, including the quality control process, to all legal standards so that we may ultimately rely on the digital images and metadata in our trusted system (Laserfiche) as the City's original record.



Q19: Is this the first time the City is requesting these services? If not could a copy of the current agreement be provided?

Yes, this is the first time the City is requesting these services. There is no current agreement in place.

Q20: Can we bid only on the paper documents?

The City is seeking contractor(s) to provide the full scope of services as outlined in Pages 35 – 38 of the Request for Proposals. The document formats may include letter, legal and 11x17 sized pages, large format drawings, aperture cards and various sized microfiche.

Q21: Any re-prepping needed?

On page 38, subsection iv(e), “Documents do not have to be re-stapled or fastened, but they must be placed back into folders in which they were originally found. All documents, sections, and folders must stay in the same sequence as they were received.”

Q22: Is there a timeline to finish the entire project by?

The City will work with the selected vendor(s) to establish a timeline to complete the full scope of work. The City is proposing that the overall scope of work is executed as part of a phased approach, prioritizing certain documents over others. The City Council has budgeted funds for Fiscal Years 2023-24 and 2024-25 to address this project.

Q23: For indexing purposes, can the City provide a database to assist in data entry production? An example would be a database from the permit system listing all the permit numbers and the corresponding addresses, APNs, etc.

The City does not have any such database for paper files.

Q24: Does the City want all the files picked up at once, or a scheduled pickup/delivery such as once per month, etc.?

The City intends to produce files on a schedule that will be determined with the selected vendor(s).

Q25: Regarding the pickup of files, will the City provide manifest of documents to be picked up?

The City will provide a manifest of the files and boxes with each pickup.

Q26: If the City has a current scanning vendor, what are the current service rates?

The City does not currently have a scanning vendor.



Q27: Can the City provide all necessary Laserfiche templates of each different document type?

The City will provide all necessary Laserfiche templates and required fields for each document type.

Q28: Due to receiving notice of this RFP late, the walk through was missed. Would the City of Brea be open to scheduling a walk through past the initial date?

The pre-offer walkthrough on Wednesday, October 18, 2023 was not mandatory. Any proposers unable to attend the walkthrough may submit a proposal by the due date and time stated in the RFP.

Q29: Can the City of Brea extend this RFP 2 weeks?

At this time, the City will not extend the proposal due date and time.

There are no other changes, additions, or deletions by issuance of this addendum.

Sincerely,

Budget Manager
Administrative Services Department

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

This Professional Services Agreement (“Agreement”) is dated _____ for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **Complete Paperless Solutions, LLC (CPS)** a **Limited Liability Company** (“Contractor”).

RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **As-Needed Citywide Scanning Services**.

B. Contractor represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services. The City enters this Agreement in reliance on such representations by Contractor.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Contractor shall perform the services referenced in the Recitals and more specifically described in the City’s Request for Proposals No. 2023.09.25.01 (“RFP”), including that portion of the RFP incorporated in the Scope of Services set forth in Exhibit A attached hereto and all Addenda to the RFP, according to the schedule of responsibilities as **solely established** by the **City’s** project manager, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule incorporating some or all of Contractor’s Proposal, and set forth in **Attachment 1 to Exhibit A** hereto. Contractor agrees to allow City and other public agencies in the State of California to purchase additional items, at the same terms and conditions as this Agreement, during the period of time that Contractor’s proposal for the RFP is in effect.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$300,000.00** (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Contractor shall invoice City on a monthly basis.

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than ten (10) percent. The City Manager, or designee, is authorized to approve, in writing, contingency work that is below the foregoing limit. Contractor's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Contractor without a written amendment or approval of the City Manager, or designee, shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence on January 18, 2024 ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services.

5. Time of Performance.

A. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

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. Contractor'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, including costs incurred, shall be maintained by Contractor 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.

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

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. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

- A. Contractor shall comply with all applicable laws including Cal/OSHA requirements.
- B. Contractor shall obtain a City of Brea business license.
- C. Contractor shall comply with all local, State, and federal laws, statutes, regulations and orders.

9. Assignment and Subcontracting.

A. Contractor shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Contractor's utilization of subcontractors identified in Contractor's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Contractor. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City.

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice,

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

except as otherwise may from time to time be necessary in order for Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS 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.

Unless otherwise permitted or waived in writing by City's Risk Manager, Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Contractor 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

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

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. Automobile Liability

i. Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies 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 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.

iv. Subject to City's written approval, the automobile liability coverage may

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Contractor certifies that Contractor 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. Contractor 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. Contractor 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)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor 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.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Contractor shall maintain cyber liability insurance providing 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.

F. 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 insurance limits are required for this Agreement:

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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.

H. Policy Provisions Required

i. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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.

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Contractor'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. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Contractor 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

PROFESSIONAL SERVICES AGREEMENT
Citywide Document Scanning Services

insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors 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 Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this

PROFESSIONAL SERVICES AGREEMENT

Citywide Document Scanning Services

Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Contractor must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Contractor. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Contractor is not then in breach, City shall pay Contractor for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Contractor may terminate this Agreement only for cause and by serving written notice of termination to City, provided Contractor has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or

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dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Contractor hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all documents, records, information and data in any medium or form provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in

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Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.80, et seq., including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Contractor shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. Contractor hereby designates **Jamie Dunn** or such person's designee, as Contractor's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Lillian Harris-Neal** or such person's designee, as the City Representative for this Agreement.

C. 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.

19. 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

United States

Victoria Popescu

Contractor

Complete Paperless Solutions, LLC

5130 East La Palma Avenue #206

Anaheim, California 92807

United States

Jamie Dunn

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victoriap@cityofbrea.net

(714) 990-7746

jdunn@cps247.com

(760) 419-3446

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

21. Conflicts of Interest.

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

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.

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None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Contractors.

This is a non-exclusive agreement. City reserves its right to employ other contractors to provide the Services or similar services as City deems to be in its best interest.

27. Exhibits.

The attached Exhibits are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the documents comprising this Agreement and any Exhibit or attachment hereto, the provisions of this Agreement, then Addenda to the RFP, then the RFP, then Exhibit A, shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services and Specifications Requirements and the Contractor's Proposal set forth in **Attachment 1 to Exhibit A** hereto, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.


This Agreement (including the attached Exhibits), the RFP and all Addenda thereto, and the Contractor's Proposal (all of which are incorporated by reference herein) represent the entire understanding and agreement of the parties as to the Services. This Agreement supersedes and cancels any prior or contemporaneous oral or written understandings, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[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.

Complete Paperless Solutions, LLC

By: 
Jamie Dunn (Dec 12, 2023 14:55 PST)
Jamie Dunn
VP of Sales
jdunn@cps247.com

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____

CORPs: Chairperson, President, Vice President;
LLCs: _____ Manager

Date Signed: _____

CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, _____ Asst. _____ Treasurer
LLCs: Manager

[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.]

[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: _____
Christine Marick
Mayor
christinem@cityofbrea.net

Attest (if over \$25,000)

By: _____
Lillian Harris-Neal
City Clerk
lillianhn@cityofbrea.net

Date Signed: _____

Date Signed: _____

PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT A
Scope of Services and Specifications Requirements

I. Introduction.

The City of Brea (“City”) is issuing this Request for Proposals (“RFP”) from qualified and experienced scanning service companies to provide document imaging, indexing, and quality control services (collectively, “Services” sometimes herein).

The City of Brea utilizes Laserfiche version 10.4 or higher as its electronic content management system (ECMS). The Laserfiche system also utilizes a cloud-based write-once-read-many (WORM) drive hosted by RestorVault.

The City desires to contract for citywide document scanning services for scanning, indexing and quality control of historical records. Through this RFP, the City seeks a contractor that can provide the highest quality service at the most affordable price to accomplish the full scope of work on a rolling basis.

Proposals shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the City’s needed services and pricing, and otherwise as set forth in this RFP.

II. Background and Project Objectives.

The City requires a contractor to perform the scanning, indexing and quality control services as to a significant number of physical records that vary in size and format.

The City Clerk’s Office will serve as the Project manager and oversee performance of the Services, while working with stakeholders in various Departments citywide during their respective phases of the Project. The selected contractor will scan, index and quality control records primarily from the Building and Safety Division, Planning Division, Housing and Economic Development Division, Engineering Division, Community Services Department, and Public Works Department. File types will include, but are not limited to: building permits, entitlement files, as-built plans, large format drawings and Project files.

The Contractor will be required to perform not only scanning and indexing, but also a separate quality check of documents scanned to: 1) ensure legal compliance; 2) verify that all images are present and contain all significant details from the original document; and, 3) confirm that all images scanned are an adequate substitute for the original document for all purposes for which the document was created or maintained. Once it has been determined that the abovementioned processes have been satisfactorily completed, the City desires the files to be directly ingested into the City’s Laserfiche ECMS.

The City does not require the work to be completed on-site, but desires that the transportation (pick-up and drop-off) of the records be handled by the contractor for performance of the Services off-site. City staff will box all records in standard bankers’ boxes for transportation.

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The contractor may also be required to prepare documents for scanning, which may include the removal of any staples, fasteners, metal, plastic, twine, or glue binder, and preserve reasonable organization of said files after scanning.

The objective of the citywide document imaging Project is to store documents electronically, making them searchable and easily accessible through the City's platforms, in turn, reducing physical storage needs. The physical storage of records has created challenges in part, due to the limited availability of viable storage options. The goal of the City's records management program is to take full advantage of the newly-implemented WORM media in relying on readily accessible digital files as opposed to cumbersome physical files, thereby paving the way for their proper destruction.

III. Scope of Work.

The City is seeking an experienced and qualified contractor to provide scanning services for a variety of documents. For each document type, the City will provide a template and folder structure within the Laserfiche repository. Each document type will have its own corresponding template with no more than four (4) required metadata fields. Staff will communicate required fields and naming conventions to the contractor prior to the start of work.

i. Standards

Any and all City documents in the possession of the contractor must be stored in a safe and secure location that is climate controlled.

- a. The City must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours
- b. All scanning, indexing and Quality Assurance ("QA") must be performed in the State of California
- c. All images must be scanned at a minimum resolution of 300 dpi or higher, when necessary (i.e. color documents, large scale plans), to maintain the quality of the original image
- d. File output must be in TIFF format
- e. Duplex scanning of documents to capture both front and back of two-sided documents
- f. Images must be oriented correctly for viewing
- g. Image Clean-up: the scanned document should be de-skewed and de-speckled, blank pages and black borders removed and background suppression where the image will be enhanced by such processes
- h. Manual image quality adjustment and QA of every image for clarity, quality, cutoffs or compression errors
- i. Documents must be indexed with up to four (4) fields. Indexing sources may include scan sheets, file folders, and/or image verification
- j. All scan dimensions must be the same size as the original document
- k. Images are to be provided on an archival quality DVD that cannot be altered or changed

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- i. OCR all content with guaranteed 99.5% accuracy on images. For items that cannot properly undergo OCR, the contractor shall suggest best practices for indexing such items.

ii. Scanning Specifications

- a. All scanning, indexing, and quality checking must be performed in the State of California (no off-shore or out-of-state services).
- b. All scanning and indexing to be done in compliance with all applicable California State laws, and ANSI and AIIM standards (which are incorporated herein by reference and made a part of the agreement).
- c. All compressed files must utilize CCITT Group IV compression.
- d. Resolution for scanning shall be at least 300 dpi (minimum)
- e. Color pages must be auto-detected. Default is black and white, only the pages that are in color are scanned in color. The contractor may not scan whole documents in color, unless the entire document is in color.
- f. VRS or like technology must be used on all images to improve the quality of the scan.
- g. Hard-to-read images (e.g., blue mimeograph ink, dot matrix printers) will be copied and re-scanned by the contractor at no charge so that the document is as usable as the original (see below.)
- h. Indexing of documents as specified for each records series.
- i. Any damage to documents, or other anomalies or difficulties, shall be promptly reported to the City.
- j. Images in response to any request made by the City will be provided via e-mail of the scanned image within one business day. The City requires this in order to meet the Public Records Act mandate of making records promptly available to requestors.
- k. Separate process from scan and index: Quality checking (by humans) is required of images to meet all legal standards including the following:
 - a. "Images have been quality checked, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained."
 - b. Quality checking (by humans) of indexing.
 - c. All necessary corrections shall be made by the contractor in order to meet legal standards outlined in this document.

iii. Estimated Quantities

Document types for which the Services are required include, but are not limited to, microfiche, aperture cards, large format drawings and associated documents of various standard sizes, all of which must be rendered to a format that is compatible with the electronic record management software Laserfiche Client 10.4 or higher, utilized by the City as a trusted system for digitally archiving, indexing, and searching documents.

An estimate of the total volume for each document type is provided below:

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- a. 16/35 mm Microfiche currently stored in envelopes – 30,000 microfiche
- b. 24X Microfiche currently stored in envelopes – 14,000 microfiche
- c. 35 mm Microfiche plans – 5 microfiche
- d. 35 mm Aperture card – 250 cards
- e. Letter size paper (color & black/white) – 1,500,000 sheets
- f. Letter size paper (advanced indexing/metadata and extra document prep) – 280,000 sheets
- g. Large format drawings (black & white) – 11,250 sheets
- h. Large format drawings (color) - 11,250 sheets

The foregoing quantities are *estimates* only. The actual number of documents to be scanned may be more or less than such estimated amounts. Additional document formats not listed above may also be included. **NOTE: THE CITY PROVIDES NO WARRANTY OF ANY KIND THAT THE FOREGOING QUANTITIES WILL BE THE ACTUAL QUANTITIES FOR WHICH THE SERVICES ARE REQUIRED. ACTUAL QUANTITIES MAY BE MORE OR LESS.**

iv. Delivery Specifications

- a. Contractor will provide receipts or other agreed-upon documentation as proof of pick-up, to be signed by the contractor staff and City staff.
- b. Delivered images will be ingested directly into the City's Laserfiche ECMS, including any indexing, metadata, OCR text and quality check markers. The documents shall require no post processing by the City.
- c. Images will also be delivered on another agreed upon source and method of delivery (i.e. DVD-rs, FTP site, hard drives, etc.).
- d. The original paper documents will be returned to the City in the same order and condition as received. Receipt of this transaction will also be required in the same manner of pick-up.
- e. Documents do not have to be re-stapled or fastened, but they must be placed back into folders in which they were originally found. All documents, sections, and folders must stay in the same sequence as they were received.
- f. Contractor will only pick up the next Project batch when the prior batch has been returned, while maintaining a rolling pick-up/drop-off schedule.
- g. Contractor and City staff will discuss and agree upon a mutually acceptable turnaround time from time of notification of pickup based on the file type.

End of this Exhibit

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Attachment 1 to Exhibit A
CONTRACTOR'S PROPOSAL AND FEE SCHEDULE
(attached)

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This Professional Services Agreement (“Agreement”) is dated _____ for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **Raycom Data Technologies, Inc. a Corporation**(“Contractor”).

RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **As-Needed Citywide Scanning Services**.

B. Contractor represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services. The City enters this Agreement in reliance on such representations by Contractor.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Contractor shall perform the services referenced in the Recitals and more specifically described in the City’s Request for Proposals No. 2023.09.25.01 (“RFP”), including that portion of the RFP incorporated in the Scope of Services set forth in Exhibit A attached hereto and all Addenda to the RFP, according to the schedule of responsibilities as **solely established** by the **City’s** project manager, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule incorporating some or all of Contractor’s Proposal, and set forth in **Attachment 1 to Exhibit A** hereto.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$300,000.00** (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Contractor shall invoice City on a monthly basis.

3. Contingency Work.

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The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than ten (10) percent. The City Manager, or designee, is authorized to approve, in writing, contingency work that is below the foregoing limit. Contractor's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Contractor without a written amendment or approval of the City Manager, or designee, shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence on January 18, 2024 ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services.

5. Time of Performance.

A. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

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. Contractor'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, including costs incurred, shall be maintained by Contractor 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

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and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

- A. Contractor shall comply with all applicable laws including Cal/OSHA requirements.
- B. Contractor shall obtain a City of Brea business license.
- C. Contractor shall comply with all local, State, and federal laws, statutes, regulations and orders.

9. Assignment and Subcontracting.

A. Contractor shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Contractor's utilization of subcontractors identified in Contractor's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Contractor. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City.

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or

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as may be necessary to inspect or visit City locations. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS 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.

Unless otherwise permitted or waived in writing by City's Risk Manager, Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Contractor 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:

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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. Automobile Liability

i. Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies 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 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.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

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C. Workers' Compensation/Employer's Liability

i. Contractor certifies that Contractor 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. Contractor 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. Contractor 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)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor 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.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Contractor shall maintain cyber liability insurance providing 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.

F. 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 insurance limits are required for this Agreement:

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If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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.

H. Policy Provisions Required

i. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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.

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ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Contractor'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. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Contractor 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

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insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors 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 Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this

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Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Contractor must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Contractor. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Contractor is not then in breach, City shall pay Contractor for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Contractor may terminate this Agreement only for cause and by serving written notice of termination to City, provided Contractor has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or

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dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Contractor hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all documents, records, information and data in any medium or form provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in

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Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.80, et seq., including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Contractor shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. Contractor hereby designates **Ayaz Pandhiani** or such person's designee, as Contractor's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Lillian Harris-Neal** or such person's designee, as the City Representative for this Agreement.

C. 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.

19. 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

United States

Victoria Popescu

Contractor

Raycom Data Technologies, Inc.

1320 E Imperial Avenue

El Segundo, CA 90245

United States

Ayaz Pandhiani

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victoriap@cityofbrea.net

(714) 990-7746

avaz@raycomdtech.com

(310) 322-5113

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

21. Conflicts of Interest.

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

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.

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None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Contractors.

This is a non-exclusive agreement. City reserves its right to employ other contractors to provide the Services or similar services as City deems to be in its best interest.

27. Exhibits.

The attached Exhibits are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the documents comprising this Agreement and any Exhibit or attachment hereto, the provisions of this Agreement, then Addenda to the RFP, then the RFP, then Exhibit A, shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services and Specifications Requirements and the Contractor's Proposal set forth in **Attachment 1 to Exhibit A** hereto, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibits), the RFP and all Addenda thereto, and the Contractor's Proposal (all of which are incorporated by reference herein) represent the entire understanding and agreement of the parties as to the Services. This Agreement supersedes and cancels any prior or contemporaneous oral or written understandings, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[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.

Raycom Data Technologies, Inc.

By: 
Ayaz Pandhiani
President
ayaz@raycomdtech.com

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____

Date Signed: _____

CORPs: Chairperson, President, Vice President;
LLCs: _____ Manager

CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, _____ Asst. _____ Treasurer
LLCs: Manager

[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.]

[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: _____
Christine Marick
Mayor
christinem@cityofbrea.net

Attest (if over \$25,000)

By: _____
Lillian Harris-Neal
City Clerk
lillianhn@cityofbrea.net

Date Signed: _____

Date Signed: _____

PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT A
Scope of Services and Specifications Requirements

I. Introduction.

The City of Brea (“City”) is issuing this Request for Proposals (“RFP”) from qualified and experienced scanning service companies to provide document imaging, indexing, and quality control services (collectively, “Services” sometimes herein).

The City of Brea utilizes Laserfiche version 10.4 or higher as its electronic content management system (ECMS). The Laserfiche system also utilizes a cloud-based write-once-read-many (WORM) drive hosted by RestorVault.

The City desires to contract for citywide document scanning services for scanning, indexing and quality control of historical records. Through this RFP, the City seeks a contractor that can provide the highest quality service at the most affordable price to accomplish the full scope of work on a rolling basis.

Proposals shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the City’s needed services and pricing, and otherwise as set forth in this RFP.

II. Background and Project Objectives.

The City requires a contractor to perform the scanning, indexing and quality control services as to a significant number of physical records that vary in size and format.

The City Clerk’s Office will serve as the Project manager and oversee performance of the Services, while working with stakeholders in various Departments citywide during their respective phases of the Project. The selected contractor will scan, index and quality control records primarily from the Building and Safety Division, Planning Division, Housing and Economic Development Division, Engineering Division, Community Services Department, and Public Works Department. File types will include, but are not limited to: building permits, entitlement files, as-built plans, large format drawings and Project files.

The Contractor will be required to perform not only scanning and indexing, but also a separate quality check of documents scanned to: 1) ensure legal compliance; 2) verify that all images are present and contain all significant details from the original document; and, 3) confirm that all images scanned are an adequate substitute for the original document for all purposes for which the document was created or maintained. Once it has been determined that the abovementioned processes have been satisfactorily completed, the City desires the files to be directly ingested into the City’s Laserfiche ECMS.

The City does not require the work to be completed on-site, but desires that the transportation (pick-up and drop-off) of the records be handled by the contractor for performance of the Services off-site. City staff will box all records in standard bankers’ boxes for transportation.

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The contractor may also be required to prepare documents for scanning, which may include the removal of any staples, fasteners, metal, plastic, twine, or glue binder, and preserve reasonable organization of said files after scanning.

The objective of the citywide document imaging Project is to store documents electronically, making them searchable and easily accessible through the City's platforms, in turn, reducing physical storage needs. The physical storage of records has created challenges in part, due to the limited availability of viable storage options. The goal of the City's records management program is to take full advantage of the newly-implemented WORM media in relying on readily accessible digital files as opposed to cumbersome physical files, thereby paving the way for their proper destruction.

III. Scope of Work.

The City is seeking an experienced and qualified contractor to provide scanning services for a variety of documents. For each document type, the City will provide a template and folder structure within the Laserfiche repository. Each document type will have its own corresponding template with no more than four (4) required metadata fields. Staff will communicate required fields and naming conventions to the contractor prior to the start of work.

i. Standards

Any and all City documents in the possession of the contractor must be stored in a safe and secure location that is climate controlled.

- a. The City must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours
- b. All scanning, indexing and Quality Assurance ("QA") must be performed in the State of California
- c. All images must be scanned at a minimum resolution of 300 dpi or higher, when necessary (i.e. color documents, large scale plans), to maintain the quality of the original image
- d. File output must be in TIFF format
- e. Duplex scanning of documents to capture both front and back of two-sided documents
- f. Images must be oriented correctly for viewing
- g. Image Clean-up: the scanned document should be de-skewed and de-speckled, blank pages and black borders removed and background suppression where the image will be enhanced by such processes
- h. Manual image quality adjustment and QA of every image for clarity, quality, cutoffs or compression errors
- i. Documents must be indexed with up to four (4) fields. Indexing sources may include scan sheets, file folders, and/or image verification
- j. All scan dimensions must be the same size as the original document
- k. Images are to be provided on an archival quality DVD that cannot be altered or changed

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- l. OCR all content with guaranteed 99.5% accuracy on images. For items that cannot properly undergo OCR, the contractor shall suggest best practices for indexing such items.

ii. Scanning Specifications

- a. All scanning, indexing, and quality checking must be performed in the State of California (no off-shore or out-of-state services).
- b. All scanning and indexing to be done in compliance with all applicable California State laws, and ANSI and AIIM standards (which are incorporated herein by reference and made a part of the agreement).
- c. All compressed files must utilize CCITT Group IV compression.
- d. Resolution for scanning shall be at least 300 dpi (minimum)
- e. Color pages must be auto-detected. Default is black and white, only the pages that are in color are scanned in color. The contractor may not scan whole documents in color, unless the entire document is in color.
- f. VRS or like technology must be used on all images to improve the quality of the scan.
- g. Hard-to-read images (e.g., blue mimeograph ink, dot matrix printers) will be copied and re-scanned by the contractor at no charge so that the document is as usable as the original (see below.)
- h. Indexing of documents as specified for each records series.
- i. Any damage to documents, or other anomalies or difficulties, shall be promptly reported to the City.
- j. Images in response to any request made by the City will be provided via e-mail of the scanned image within one business day. The City requires this in order to meet the Public Records Act mandate of making records promptly available to requestors.
- k. Separate process from scan and index: Quality checking (by humans) is required of images to meet all legal standards including the following:
 - a. "Images have been quality checked, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained."
 - b. Quality checking (by humans) of indexing.
 - c. All necessary corrections shall be made by the contractor in order to meet legal standards outlined in this document.

iii. Estimated Quantities

Document types for which the Services are required include, but are not limited to, microfiche, aperture cards, large format drawings and associated documents of various standard sizes, all of which must be rendered to a format that is compatible with the electronic record management software Laserfiche Client 10.4 or higher, utilized by the City as a trusted system for digitally archiving, indexing, and searching documents.

An estimate of the total volume for each document type is provided below:

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- a. 16/35 mm Microfiche currently stored in envelopes – 30,000 microfiche
- b. 24X Microfiche currently stored in envelopes – 14,000 microfiche
- c. 35 mm Microfiche plans – 5 microfiche
- d. 35 mm Aperture card – 250 cards
- e. Letter size paper (color & black/white) – 1,500,000 sheets
- f. Letter size paper (advanced indexing/metadata and extra document prep) – 280,000 sheets
- g. Large format drawings (black & white) – 11,250 sheets
- h. Large format drawings (color) - 11,250 sheets

The foregoing quantities are *estimates* only. The actual number of documents to be scanned may be more or less than such estimated amounts. Additional document formats not listed above may also be included. **NOTE: THE CITY PROVIDES NO WARRANTY OF ANY KIND THAT THE FOREGOING QUANTITIES WILL BE THE ACTUAL QUANTITIES FOR WHICH THE SERVICES ARE REQUIRED. ACTUAL QUANTITIES MAY BE MORE OR LESS.**

iv. Delivery Specifications

- a. Contractor will provide receipts or other agreed-upon documentation as proof of pick-up, to be signed by the contractor staff and City staff.
- b. Delivered images will be ingested directly into the City's Laserfiche ECMS, including any indexing, metadata, OCR text and quality check markers. The documents shall require no post processing by the City.
- c. Images will also be delivered on another agreed upon source and method of delivery (i.e. DVD-rs, FTP site, hard drives, etc.).
- d. The original paper documents will be returned to the City in the same order and condition as received. Receipt of this transaction will also be required in the same manner of pick-up.
- e. Documents do not have to be re-stapled or fastened, but they must be placed back into folders in which they were originally found. All documents, sections, and folders must stay in the same sequence as they were received.
- f. Contractor will only pick up the next Project batch when the prior batch has been returned, while maintaining a rolling pick-up/drop-off schedule.
- g. Contractor and City staff will discuss and agree upon a mutually acceptable turnaround time from time of notification of pickup based on the file type.

End of this Exhibit

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Attachment 1 to Exhibit A
CONTRACTOR'S PROPOSAL AND FEE SCHEDULE
(attached)



City of Brea

City Council Regular Meeting Communication

Upcoming City Council Topics January – June 2024

Meeting	Agenda Group
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR Item: 6D
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file report of the Upcoming City Council Topics for January – June 2024.

BACKGROUND/DISCUSSION

Every six months, staff prepares an Upcoming City Council Topics list for review by the City Council. The purpose of this list is to give the City Council an early indication of the matters in the various City departments that staff will be placing on a future City Council agenda for policy direction. The list of Upcoming Topics for January - June 2024 has been prepared and is transmitted for information and consideration. Staff is prepared to answer any questions that the City Council may have on the items submitted.

FISCAL IMPACT/SUMMARY

No fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Yerika Ambriz, Senior Management Analyst

Attachments

Upcoming Topics January - June 2024.pdf

UPCOMING CITY COUNCIL TOPICS

January – June 2024

Administrative Services Department

1. Fire/Dispatch Development Impact Fee update
2. Adoption of a resolution approving the City of Brea Master Salary Schedule for FY 2023/24 to comply with CalPERS regulations
3. FY 2022/23 Annual Comprehensive Financial Report

Community Development Department

4. Amazon Development – Public Hearing to consider the Environmental Impact Report (EIR)
5. Core Plan/Semi-Comprehensive General Plan update
6. Discussion regarding usage of temporary signs on City light poles located in the public right-of-way (ordinance)
7. Launch Economic Development Strategic Plan
8. Consideration of Permit Public Portal/Guide (Camino)
9. Kickstart Reimagining the Redevelopment of Brea's Film Program
10. Consideration of Development Agreement of Freeway Orientated Off-site Advertising Sign(s)

Community Services Department

11. Community Development Block Grant (CDBG) FY 2024/25 application approval
12. Cultural Arts Master Plan final report presentation
13. Arovista Park Modernization Project progress
14. City-owned Bus Bench Upgrades/Clear Channel Bus Shelter Program updates
15. Update on the establishment of a community-based "Friends of the Tracks at Brea" group
16. Update from the Parks, Recreation and Human Services Commission regarding Commission Goals and Priorities
17. Update from the Cultural Arts Commission regarding Commission Goals and Priorities, and Cultural Arts Master Plan Update
18. Update on Regional Hope Center Involvement and Homeless Outreach Efforts
19. Brea Senior Center Facility – Master Planning Discussions
20. Progress report on City-operated Olinda Oil Museum and Trail

Fire Services Department

- 21. Local Hazard Mitigation Plan update
- 22. In-house Ambulance Transport Update

Police Services Department

- 23. Integrated Crime Center (ICC) Update
- 24. HOPE Center and grant updates

Public Works Department

- 25. Presentation on Design and Location Options for Emergency Changeable Message Signs
- 26. Tracks at Brea Western Extension Community Outreach Update, Review, and Funding/ Implementation Plan in partnership with the City of La Habra
- 27. Award Construction Contract for the Arovista Park Modernization Project
- 28. Public Hearing for Landscape Lighting Maintenance District (LLMD) Assessments
- 29. Approval of Resolution Authorizing Submittal of an Application for Senate Bill (SB) 1383 Local Assistance Grant Program through CalRecycle
- 30. Amended and Restated Agreement with Republic Services



City Council Regular Meeting Communication

Approval of Memorandum of Understanding Between the City of Brea and the Brea Fire Management Association

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6E
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

Adopt resolution approving Memorandum of Understanding (MOU) with the Brea Fire Management Association (BFMA)

BACKGROUND/DISCUSSION

On April 24, 2023 the Brea Fire Management Association submitted a written request asking the City to consider re-opening a closed labor contract. City staff in early November of 2023 were authorized to engaged in informal discussions with BFMA to evaluate the possibility of negotiating salary adjustment only for Association members. No other terms of employment were considered. The conversations were successful and a tentative agreement for a successor labor agreement (Memorandum of Understanding or MOU) with BFMA was reached in late December. The City's current labor contract with BFMA expires December 31, 2024. This current agreement replaces the final year of the MOU dated April 1, 2020 through December 31, 2024.

The economic and social disruption caused by the COVID-19 global pandemic has been devastating to the economy and has impacted City operations including labor relations. Over the past 24 months ended October 2023, the Consumer Price Index for All Urban Consumers increased 9% and currently is at 2.8%. In calendar year 2022 we experienced increases that represented the largest 12-month increase in 40 years. A salary survey of six comparable cities in our labor market for fire services indicated that the majority of the members in this bargaining unit were at least 15.78% behind the market in total compensation.

BFMA members have already ratified the tentative agreement. A successor MOU agreement with the Brea Fire Management Association is now ready for City Council approval. The terms reached in the attached agreement are consistent with the maximum financial authority provided to the City's bargaining team by the City Council.

Over the last few years, contracts with employee associations have reflected modest changes to the terms of employment, reflecting the City's policy for maintaining a balanced budget with an eye towards sustaining healthy reserves. However, with inflationary pressures impacting our comparable labor market and employees leaving and/or retiring at higher than usual rates, the City sought to stabilize our competitive edge by front loading salary increases in this contract. Therefore, in this proposed contract, salaries have been increased significantly in the first year by 15.78% for each classification in the Association (Median of the market adjustment) to ensure that Association members do not fall behind in the labor market. A three percent (3%) salary adjustment is proposed in the second year of the contract and a one- and one-half percent (1.5%) cost of living increase is proposed for the last six months of the contract.

The Association and the City have also agreed that the final year of the MOU dated April 1, 2020 through December 31, 2024 will be replaced by this Successor MOU. Specifically, the Brea Fire Management Association agrees to forego the two percent (2%) salary increase scheduled to be effective the first full pay period following July 1, 2024 pursuant to the April 1, 2020 through December 31, 2023 MOU.

This MOU only includes modifications to salary and clean up of expired or outdated language. We also incorporated two side letters about uniform allowance and premium overtime pay that had previously been approved. These adjustments will help us remain competitive in the labor market as these salary benefits are standard in comparable jurisdictions.

FISCAL IMPACT/SUMMARY

The City has been working with labor groups to prudently “hold the line” on personnel costs for several years now. However, this contract adjustments are needed for the City to stay competitive in the current labor market if Brea is going to continue to attract and maintain quality public safety employees during this post pandemic era. The City’s bargaining team has been meeting in good faith with BFMA and have now reached tentative agreement with this employee association. The Association has already ratified this agreement.

This action authorizes the City to enter into a new MOU (labor agreement) with BFMA through June 30, 2026. This represents a long-term contract that will give both sides some measure of stability in the next two and one-half years. This MOU also replaces the final year of the MOU dated April 1, 2020 through December 31, 2024 which means the Association is foregoing 2% increase that was scheduled to be effective July 1, 2024. The estimated net financial impact of entering into an agreement with BFMA for FY 2023-24 through June 30, 2026 (FY 2025-26), or two and one-half years is \$614,291.

For the remainder of FY 2023-24, \$103, 055 in additional appropriations will be budgeted in accordance with budgeting practices for MOU adjustments. There are sufficient revenues over expenditures projected to cover this cost for FY 2023-24 and future fiscal years will be evaluated as part of the budget process.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Administrative Services Director

Attachments

BFMA MOU Reso 01-16-2024 FINAL.pdf

FIRE MGMT MOU 1-1-2024 thru 06-30-2026 w Min Max FINAL 1.16.2024 BFMA Signed.pdf

RESOLUTION NO. 2024 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BREA APPROVING MEMORANDUM OF
UNDERSTANDING WITH THE BREA FIRE MANAGEMENT
ASSOCIATION**

A. Recitals

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Fire Management Association as the majority representative of employees in the fire management bargaining unit for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Fire Management Association have met and conferred in good faith and have reached

agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Fire Management Association membership has ratified the agreement.

B. Resolution

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

The Memorandum of Understanding representing an agreement to changes in wages, hours, and terms and conditions of employment for the term of January 1, 2024, through June 30, 2026, by the City and the Brea Fire Management Association (Exhibit A), is approved.

APPROVED and ADOPTED THIS 16th DAY OF JANUARY 2024.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 16th of January 2024, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

EXHIBIT A

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

**THE BREA FIRE
MANAGEMENT
ASSOCIATION**

JANUARY 1, 2024 THROUGH JUNE 30, 2026



**Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
714-990-7600
www.cityofbrea.net**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE BREA FIRE MANAGEMENT ASSOCIATION
JANUARY 1, 2024 THROUGH JUNE 30, 2026**

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Fire Management Association.

A. Recitals

(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milius-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.

(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Fire Management Association employees hereby acknowledge these expectations.

(iii) The parties agree the final year of the MOU dated April 1, 2020 through December 31, 2024 will be replaced by this MOU. The Brea Fire Management Association agrees to forego the two percent (2%) salary increase scheduled to be effective the first full pay period following July 1, 2024 pursuant to the April 1, 2020 through December 31, 2024 MOU.

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Fire Management Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes full-time employees in the classifications of Fire Battalion Chief, Fire Division Chief and Fire Deputy Chief. Effective the first full pay period following the City Council adoption of job descriptions and salary ranges for Fire Division Chief and Fire Deputy Chief, any employee currently receiving assignment pay shall

be formally offered those positions and thereafter the City shall follow all City of Brea promotional processes to hire employees into the Fire Division Chief and Fire Deputy Chief classifications.

ARTICLE II – NONDISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, genetic information, political or religious affiliations, and/or disability, except as may be required for compliance with Federal or State law, or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

Disability, Discrimination Laws

- A. Because Federal and State Disability Laws require accommodations for individuals protected under those Acts, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the respective disability laws, who meets the minimum requirements for the position, and who has notified the employer of his/her disability.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of this Agreement.
- C. Any accommodation provided to an individual protected by the law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE III – WORK SCHEDULES

Schedule Modifications and Eliminations

Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. The Department Director shall report any work schedule change in writing to the City Manager, where such change impacts a significant number of employees.

48/96 Shift Schedule

The work schedule for sworn employees performing “shift work” includes two work shifts on duty followed by four shifts off duty (commonly called a “48/96” schedule).

9/80 and 4/10 Work Schedule

The structured, synchronized 9/80 work schedule shall consist of two (2) consecutive work periods containing the equivalent of nine (9) work days instead of ten (10) in a two (2) week period. Employees will work eight (8) days for nine (9) hours a day, and one (1) day for eight (8) hours, for a total of eighty (80) hours in two (2) consecutive work periods.

Employees authorized to work a 4/10 schedule shall work four (4) days in each seven-day work period, with each working day consisting of ten (10) hours.

Consistent with the City Rights Article, it shall be understood that the continuation of the 48/96 schedule, the structured synchronized 9/80 work schedule or any authorized 4/10 schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Millas-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of any work schedule. Failure to reach agreement on any change, revision or elimination of any work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding. Continuation of any work schedule shall be at the sole discretion of the Department Director, who shall provide a minimum fourteen (14) calendar day notice before changing such assignments.

ARTICLE IV - SALARY AND WAGE PLAN

Salaries

Salaries effective during the term of this MOU, are listed in Exhibit "A" and attached hereto and made a part thereof.

Effective the first full pay period following January 1, 2024, salaries for each classification shall be increased by fifteen and seventy-eight hundredths percent (15.78%).

Effective the first full pay period following January 1, 2025, salaries for each classification shall be increased by three percent (3%).

Effective the first full pay period following January 1, 2026, salaries for each classification shall be increased by one and one-half percent (1.5%).

The Association agrees to forego the two percent (2%) salary increase that was scheduled to be effective the first full pay period following July 1, 2024 pursuant to the April 1, 2020 through December 31, 2024 MOU salary terms. This successor MOU (January 1, 2024 through June 30, 2026) effectively replaces the last year of the Association's 2020-2024 MOU.

Merit Increases

Merit increases will become effective on the date earned, if subsequently approved.

FLSA Work Period

On or about the first payroll period of October 2007, the Fire Suppression (Shift) Battalion Chiefs commenced a regular payroll based upon one-hundred-twelve (112) hours of compensation for each fourteen (14) day payroll period. The hourly rate is calculated by multiplying the monthly salary rate by twelve months and dividing the product by 2912 hours. Effective that same date, any and all informal banks of hours for Battalion Chiefs were vacated.

Effective with the 48/96 schedule, all twenty-four (24) hour "shift" employees' work period for the calculation of overtime pay shall be twenty-four (24) day work period per Section 207(k) of the Fair Labor Standards Act (FLSA).

SPECIAL ASSIGNMENT AND COMPENSATION

Individual appointments to, or removal from, a Fire Division Chief or Fire Deputy Chief assignment, shall be made or revoked at the sole discretion of the Fire Chief. An employee in a Fire Division Chief or Fire Deputy Chief assignment may be required from time to time to work as a Fire Battalion Chief in Suppression and shall be eligible for overtime pay (as designated in the overtime section below). All Fire Division Chief or Fire Deputy Chief assignment pay shall be effective for only as long as the duty assignment remains in effect for the individual.

A Fire Battalion Chief in a Fire Division Chief assignment shall receive special compensation in the form of Management Incentive Pay in the amount of ten percent (10%) above Fire Battalion Chief.

A Fire Battalion Chief in a Fire Deputy Chief assignment shall receive special compensation in the form of Management Incentive Pay in the amount of ten percent (10%)

above Fire Division Chief.

Effective the first full pay period following the City Council adoption of job descriptions and salary ranges for Fire Division Chief and Fire Deputy Chief, all special assignment and compensation pays are eliminated.

OVERTIME

The City and the Brea Fire Management Association agree that Association represented classifications are exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA). However, through the negotiation process the City and the Association can agree to overtime benefits above and beyond the requirements of the FLSA.

Effective the first full payroll period commencing on or after February 1, 2020 Fire Suppression (Shift) Battalion Chiefs working the 48/96 work schedule, shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of the employee's regular schedule. The Battalion Chiefs regular schedule is based upon working one hundred twelve (112) hours in a fourteen (14) day work period. These excess hours shall be referred to as "premium overtime."

Paid leaves shall be regarded as hours worked for the purposes of overtime calculations for "shift" employees in the Battalion Chief classification.

The employee may elect to bank the equivalent hours as compensatory time off (CTO). During such authorized assignments, the Battalion Chief will be compensated for Shift hours worked at one and one-half (1.5) times the employee's hourly rate of a Battalion Chief (excluding any certification or other special pay). The maximum bank of CTO shall not exceed one hundred-twenty (120) hours at any time. In addition, in November of each year, any CTO bank in excess of ninety-six (96) hours shall be paid to the affected Battalion Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

Fire Suppression Battalion Chiefs assigned to work with other entities in response to task force, strike team, or for "assistance by hire" assignments on behalf of a third party shall be eligible for overtime compensation at a rate equivalent to time and one-half (1.5) of the employee's hourly rate for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for full reimbursement of overtime costs at the time and one-half hourly rate. The City shall not be responsible for time and one-half payments unless so reimbursed.

A Fire Division Chief shall be eligible for overtime pay for any hours worked as a Fire Suppression (Shift) Battalion Chief as authorized by the Fire Chief. During such

authorized assignments, the Division Chief will be compensated for Shift hours worked at one and one-half (1.5) times their base-salary hourly rate of a Shift Battalion Chief (excluding any certification or other special pay).

A Fire Division Chief shall be eligible for straight time overtime pay for any hours worked as a Fire Division Chief as authorized by the Fire Chief. During such authorized assignments, the Division Chief will be compensated for hours worked at the straight-time base-salary hourly rate of a Fire Division Chief (excluding any certification or other special pay) or may elect to bank the equivalent hours as compensatory time off (CTO). The CTO option only applies to overtime earned while serving as a Fire Division Chief. The maximum bank of CTO for a Division Chief shall not exceed fifty (50) hours at any time, representing the non-shift equivalent to the accrual rate of shift employees. In addition, in November of each year, any CTO bank in excess of forty (40) hours shall be paid to the affected Division Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

Fire Division Chiefs are also eligible for premium overtime at the one and one half (1.5) times the base salary for hours worked beyond their normal work schedule if there is a reimbursement provided for the time and half rate from an outside source such as the Office of Emergency Services or a Federal Agency. The City shall not be responsible for time and one-half payments unless so reimbursed by an outside agency.

SPECIAL PAYS

Uniform Allowance

The City shall provide a lump sum uniform allowance in the amount of \$850 per fiscal year per employee.

Uniform allowance shall be paid directly to the employee as early as feasible in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, the uniform allowance will be reported as earned on July 1. Earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1.

Newly Appointed Employees - Newly appointed Association employees shall be provided with an initial Class A Dress Uniform and Class B Station Work Uniform by the Department pursuant to Exhibit B. The following July 1, the newly appointed employee shall be eligible to receive the \$850 annual uniform allowance following the initial appointment. Thereafter, the employee shall be on the same annual cycle as other non-probationary employees.

Vehicle Assignment

Fire Battalion Chiefs assigned to Fire Division Chief or Deputy Chief, at the Fire Chief's

discretion, may be assigned a vehicle for use when responding to emergency incidents.

ARTICLE V - LEAVES

VACATION

Vacation Accruals

- A. Non-Shift Employees. Non-shift employees shall earn and accrue vacation leave time at the following rates:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year
Completion of 3 Years	120 hours/year
Completion of 7 Years	140 hours/year
Completion of 13 Years	160 hours/year
Completion of 16 years	175 hours/year
Completion of 19 Years	200 hours/year

- B. Shift Employees:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	120 hours/year
Completion of 3 Years	180 hours/year
Completion of 7 Years	195 hours/year
Completion of 13 Years	240 hours/year
Completion of 16 Years	262.5 hours/year
Completion of 19 Years	300 hours/year

Maximum Accrual of Vacation Leave

Non-shift employees shall be entitled to accrue a maximum of 400 hours of vacation leave.

Shift employees shall be entitled to accrue a maximum of 600 hours of vacation leave.

Buy-Back of Vacation Leave Hours

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- A. A non-shift employee must have used one (1) consecutive work week of paid leave (excluding sick leave) within one (1) year from the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a non-shift employee shall be forty (40) hours.

- B. A shift employee must have used seventy-two (72) consecutive hours of paid leave (excluding sick leave) within one (1) year prior to the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a shift employee shall be forty (40) hours.
- C. Shift employees must maintain a minimum balance of one hundred twenty (120) hours in their vacation leave banks. Non-shift employees must maintain a minimum of eighty (80) hours in their vacation leave banks.

HOLIDAYS

The City designates twelve holidays per year as follows:

New Year's Day, January 1
Martin Luther King Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31
Floating Holiday

Non-Shift Employees

A holiday is considered a maximum of nine (9) hours regardless of the employee's work schedule (such as 4/10, etc.). An employee who works an alternate schedule (i.e. 4/10) will need to supplement his or her holiday with another leave bank (floating, vacation or comp time).

Except on those years when Christmas, Christmas Eve, New Year's and/or New Year's Eve fall on a Saturday or Sunday, where it will be more efficient to use the Holiday time to "pay" for the Holiday Closure, if a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday the preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work he or she will receive the equivalent hours (maximum nine (9) hours) in his/her holiday bank. If an employee works on a holiday they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours his/her time shall be augmented by holiday time up to nine (9) hours and they shall accrue the balance of their nine (9) hours of holiday time. Example #1: An employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) of holiday time and they accrue five (5) hours of holiday

time. Example #2: An employee works nine (9) hours on a holiday. They are paid for nine (9) hours of regular time and accrue nine (9) hours of holiday time. If a holiday falls on an 8-hour work day (non-9/80 Friday) the employee shall receive eight (8) hours pay for the day and one (1) hour of holiday time in their accrual bank. Employees are guaranteed 108 hours of holiday pay per each full year worked. Employees shall be in a paid status the day prior to and immediately following the holiday in order to receive holiday pay.

Time off taken during any part of the Christmas/New Year's Closure (Holiday Closure) period, as designated each year, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used to "pay" for days within the period designated as the Holiday Closure after the employee's Holiday Bank is exhausted.

Floating Holiday. Nine (9) hours of floating holiday leave time shall be granted to each employee on July 1 of each fiscal year. This time shall not be carried over from one fiscal year to the next. Newly hired employees shall be granted nine (9) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

Holiday leave shall not be carried over from one fiscal year to the next, nor may employees convert unused holiday leave to cash except upon termination of employment. Department Directors may approve carrying over holiday leave banks past June 30th when extenuating circumstances occur.

Shift Employees

Shift employees do not have designated holidays. Shift employees shall accrue one hundred forty-four (144) holiday hours per fiscal year at the rate of approximately 5.54 hours per pay period. Accrued holiday hours shall be recorded on the employee's paycheck stub.

It is not the intention of the City to encourage the accumulation of holiday hours. Maximum consideration shall be given to taking holiday hours on the designated holidays. A shift employee must submit a written request to his/her immediate supervisor prior to taking holiday hours off. Holiday hours for shift employees may only be taken subject to the approval of the Fire Chief after the consideration of the departmental workload and other staffing considerations such as, but not limited to, the approved leave schedule of other employees, sick leave and position vacancies, and impact of the used holiday upon overtime expenditures.

When a designated holiday is taken off, the employee's holiday accrual balance shall be debited in the amount of holiday hours taken off. Vacation and/or compensatory time off, shall not be utilized to fund a used holiday off, unless the employee's holiday bank has a balance of hours less than the hours in a worked day. In such case the existing holiday bank may be supplemented with vacation and/or compensatory time off earned hours to the

extent necessary to equal the holiday hours taken off.

Holiday hours accumulated and not taken shall be paid on the first payday in November at the employee's basic rate of pay as of the date of payoff. Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check.

DONATION OF LEAVE TIME

Employees may donate, on an hour-for-hour basis, vacation, compensatory or holiday leave time to other City employees with a major medical condition who have exhausted all available accrued leave time due to their medical condition.

SICK LEAVE AND BEREAVEMENT LEAVE

Sick Leave

Non-shift employees shall earn eight (8) hours of sick leave per month; shift employees shall earn twelve (12) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

Personal Medical and Dental Appointments

Subject to the approval of the Fire Chief and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

Sick Leave Authorization for Immediate Family Members

A non-shift employee shall be allowed to use the maximum annual sick accrual of ninety-six (96) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. A shift employee shall be allowed to use the maximum annual sick accrual of one hundred forty-four (144) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Fire Chief before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence, may be required by the Fire Chief. Such leave may take travel time into consideration. The

amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

Notification to Supervisor

Any employee needing to be absent because of sickness or other physical disability shall notify the Fire Chief or immediate supervisor at least one day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

Return to Work After Sick Leave

An employee using sick leave pursuant to this Article and City of Brea Human Resources Rules and Regulations, may be required by the Human Resources Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee was incapacitated for the performance of his/her duties during the sick leave use and that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Human Resources Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Human Resources Officer, in conjunction with the Fire Chief shall assess the City's ability to provide reasonable accommodation.

Sick Leave Conversion

Upon an employee's written request, the City will convert sixty (60) hours (shift employees) or twenty (20) hours (non-shift employees) of his/her accrued sick leave to administrative leave subject to the approval of the Human Resources Manager and the following provisions:

- A. The employee must have accrued a minimum balance of 1200 hours (shift employees) or 875 hours (non-shift employees) of sick leave in his/her sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave may occur only one (1) time per fiscal year per employee.
- C. Sick leave converted to administrative leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused administrative leave to cash.
- D. Sick leave hours converted to administrative leave may only be taken subject to the approval of the Fire Chief.

Bereavement Leave

An employee shall be allowed three (3) working days (non-shift employees) or forty-eight (48) hours (shift employees), as applicable, of bereavement leave for each incident of a death of an immediate family member (as defined above). Bereavement leave usage is subject to sick leave usage rules and is in addition to the sick leave which an employee may use for death in the immediate family. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

OTHER LEAVES**Leave of Absence Without Pay**

The Fire Chief may grant leaves of absence without pay for a maximum of ninety (90) working days to an employee if the circumstances of the particular case warrant such leave of absence in writing. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, administrative leave, compensatory time, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current flexible benefit plan program for a maximum of three (3) months during any one leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the City Manager stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such additional leave. If, in the City Manager's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City. An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

ARTICLE VI – FRINGE BENEFITS**Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for the employee and eligible dependents City sponsored health insurance plans including medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employee only, short-term disability, optional life insurance, deferred compensation, and undergraduate education

reimbursement for college-level courses.

Effective the first full pay period on or after January 1, 2020, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored medical plan shall be:

Single employee	\$800
Employee plus 1 dependent	\$1225
Employee plus 2 or more dependents	\$1550

Employees hired prior to January 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after January 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of all the City health plans will receive \$325 per month. Employees who opt-out of all City health plans shall be required to deposit the amount in a deferred compensation (457) plan and said amount shall not be considered cash in lieu for the purposes of FLSA overtime calculations.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein shall be required to deposit the amount in a deferred compensation (457) plan. And said amount shall not be considered cash in lieu for the purposes of FLSA overtime calculations.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via pretax payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the CalPERS Health Plans during the term of this Agreement, should CalPERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

Retiree Medical Benefit

Within the monthly contribution amounts, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G

Polymers v. Thackett, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees newly hired into this unit after June 30, 2017, shall, upon retirement from the City receive the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum which is \$157 per month for 2024 calendar year).

Life Insurance

Based on the life insurance policy limitations, the City shall provide each employee with a term life insurance policy with a benefit equal to one (1) times the individual employee's annual salary. An employee may purchase additional (optional) life insurance at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

Long-Term Disability Insurance Plan (LTD)

- A. The City shall provide Long-Term Disability Insurance benefits for all employees during the term of this Agreement.
- B. Effective for qualifying illnesses or injuries occurring after April 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$15,000 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee, exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.
- C. Maximum Benefit Period. Section 1, Schedule of Insurance, Item B, Maximum Benefit Period, of the City's Long-Term Disability Policy, shall be amended as follows:

B. MAXIMUM BENEFIT PERIOD

Disability Due to Injury - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

Disability Due to Sickness - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

Section 125 Program

The City has implemented an Internal Revenue Section 125 Program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all subsequent program administration costs and/or fees.

Deferred Compensation

Employees may defer wages under the City-sponsored deferred compensation program.

Retirement Health Savings Plan (RHSP)

Effective July 1, 2019, any Fire Management safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90% final compensation), shall have his/her unused sick leave bank at the time of separation, which would otherwise have provided additional retirement service credit, converted to a contribution to the RHSP. The amount of contribution will be calculated as the dollar value of the unused sick leave multiplied by 50%.

All Fire Management employees who separate from the City of Brea in good standing (i.e., for non-disciplinary reasons) and have an accumulated bank of unused vacation and/or Compensatory Time Off shall have 100% of the accumulated leave converted to an employer contribution to the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation and/or Compensatory Time Off hours eligible under this provision.

Employees in the following categories will contribute to their own RHSP accounts the amount described by payroll deduction:

1. Fire Management employees shall contribute two percent (2%) of normal base salary (inclusive of assignment and Professional Development Pay) effective April 1, 2020.

RETIREMENT

Public Employees' Retirement System (CalPERS)

All employees covered under this Agreement shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Retirement Formula - The CalPERS plan in effect for Safety Members hired before September 17, 2011, is the 3% @ 50 formula for Local Safety Members, based on single highest year. The CalPERS plan in effect for unit members hired as Classic safety employees on or after September 17, 2011, is the 2% @ 50 formula, (except as noted below in the section titled “New Employees”) based on the three highest consecutive years and shall not be eligible for the single highest year benefit.

Employee Contribution - Employees hired as “Classic” Local Safety Members under the CalPERS definition shall pay the entire nine percent (9%) CalPERS-mandated employee retirement contribution. Effective the first full payroll period commencing on or after July 1, 2017 “Classic” safety employees in the unit shall pay an additional three percent (3%) cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS contribution of twelve percent (12%).

New Employees or New Members - Pursuant to California Public Employees’ Pension Reform Act of 2013 (PEPRA), Local Safety Members in this unit who are “new employees” and/or “new members” as those terms are defined in Government Code Section 7522.04 hired on or after January 1, 2013, are enrolled in the 2.7% @ 57 Retirement Formula for Local Safety Members (Government Code Section 7522.25(d) Safety Option Plan Two) based on the three highest consecutive years and shall be ineligible for the single highest year benefit.

PEPRA Employee Contribution - Pursuant to PEPRA, “new employees” or “new members” hired on or after January 1, 2013, shall individually pay at least fifty percent (50%) of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. Effective the first full payroll period beginning on or after July 1, 2017 “new employees” or “new members” shall pay up to an additional three percent (3%) contribution pursuant to Government Code Section 20516 for a maximum contribution of twelve percent (12%). This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute.

1959 Survivor Benefit - The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The employee shall pay one hundred percent (100%) of the monthly cost for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.

Single Highest Year - All safety employees subject to the single highest year (one-year final compensation) benefit shall fund that benefit one hundred percent (100%), in the amount of 1.681% of CalPERS reportable “compensation earnable,” as it may from time to time exist. Said funding shall be by means of a payroll deduction.

Association members hired after July 1, 2011 shall not be eligible for the single highest year benefit.

Implementation of all of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each

payroll period in the above amount(s). Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code section 414 (h) (2).

Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

WELLNESS PROGRAM

The City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs for the employee, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees will not need to be pre-approved each year.

- A. Medical Examination - Wellness money may be used for voluntary medical examinations. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Manager, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary services.

- B. Cardiovascular and Strength Training Programs - Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee member's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee pays for more than one program year, they will receive reimbursement for the second program year 12 months after the first reimbursement.
- C. Preventive or Diagnostic Heart, Stroke, and Body Scanning - The City contribution

shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

- D. Weight Reduction - The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. All subsequent requests for reimbursement submitted to the Human Resources Manager must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment. A more comprehensive list is available in Human Resources:

Cardio/Strength Training Program Examples:
Examples:

Cardio/Strength Training Equipment

Qualified expenses

- Gym membership
- Martial arts classes
- Personal trainer
- Yoga classes

Non-qualified expenses

- Dance classes
- Pool memberships
- Sports leagues (Hockey, football, etc.)
- Wii Fit

Qualified expenses

- Exercise machines (treadmill, elliptical, stationary bike, etc)
- Weights, weight benches
- Punching bags

Non-qualified expenses

- Bicycles
- Equipment floor mats
- Yoga Mats
- Gym clothes and shoes
- Pedometer
- Equipment warranties
- Exercise DVDs

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary Service.

ARTICLE VII –PROFESSIONAL DEVELOPMENT AND TECHNOLOGY REIMBURSEMENT

The Education Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Eligibility

In addition to training provided by the City, each employee shall be eligible for reimbursement for college level coursework as part of a degree program. Education reimbursement monies shall only be applied to the verified cost of tuition, registration,

course-related books, parking and laboratory fees for the approved education program. In order to be eligible for education reimbursement for college coursework as described herein employees must have attended a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

In order to be eligible for reimbursement, employees are required to submit a request for Education Reimbursement prior to scheduled program and obtain approval from the Human Resources Manager or his/her designee. Proof of completion of the approved college course work shall consist of a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement must be submitted to the Human Resources Manager (or his/her designee) and must be accompanied by a receipt for all eligible expenses incurred.

Reimbursement Schedule (Grandfathered Employees)

Association members currently in progress of obtaining a degree under the terms and conditions of the April 1, 2017 – March 31, 2018 MOU shall be grandfathered in and continue with the reimbursement provisions contained in that MOU. For those employees grandfathered into ongoing degree programs, and not subject to the "*Successor Tuition Reimbursement Program*," the amount of education reimbursement available shall be \$3,000, for the twelve (12) month period from September 1 through August 31. Eligibility for the \$3,000 education reimbursement portion is conditioned upon providing proof of the classes being credited by the educational institution towards the degree being sought and enrollment of the employee in the degree program. Only associate's, bachelor's, or master's degree programs will be eligible for the full \$3,000 portion of the education reimbursement.

Reimbursement Schedule (Successor Tuition Reimbursement Program)

Effective July 1, 2019, the maximum lifetime amount of education reimbursement available to each non-grandfathered employee shall be \$12,000 for a bachelor's degree and \$12,000 for master's degree (or a total of \$24,000) obtainable on a reimbursable basis with proof of completion of the degree(s) and eligible expenses. If an employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of \$24,000 for a master's degree.

An employee may submit for a partial payment in January after the completion of 50% of the units required for the bachelor's or master's degree or with the attainment of an

associates of arts degree. The maximum available for the partial payment shall be no more than \$5,000 based on reimbursement of eligible expenses. In January after completion of the bachelors' degree or master's degree, an employee may submit for reimbursement of eligible expenses for an additional \$5,000. The employee may request reimbursement of the remaining \$2,000 for eligible expenses in the month of January a minimum of one year after completion of degree. If the request for reimbursement of the remaining amount exceeds \$5,000 for a master's degree under the lifetime maximum provision, then the final amount will be reimbursed at an amount not to exceed \$5,000 per year.

The amount of tuition reimbursement available annually for pre-approved professional development and certification courses to each employee shall be \$750 for the twelve (12) month period September 1, through August 31, in which the course(s) are completed and requests receive final approval by the Human Resources Manager. Up to \$250 of the annual \$750 may be used for reimbursement of technology items (computer-related hardware or software) pre-approved by the Human Resources Manager. Money used for professional development and certification courses or technology items will be deducted from the employee's total annual tuition reimbursement allocation.

Any Association employee who voluntarily elects to separate from the City shall be required to reimburse the City for all tuition reimbursements, except for technology items, received in the 24 months preceding such separation, at the rate of 1/24th for each full month he/she separates prior to 24 months.

Reimbursements from Other Sources

If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited above.

ARTICLE VIII - OTHER PROVISIONS

Residency Requirement

As a condition of employment, all Association employees hired by the Brea Fire Department after January 1, 2022 shall, within six (6) months of date of hire, establish a bona-fide residence and reside within a reasonable distance from the Brea Fire Department assigned fire station. Reasonable distance shall mean four (4) hours driving time from the nearest Fire Station, with the employee driving at posted speed limits.

Substance Abuse Policy

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected

employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any legal or illegal intoxicating substances or knowing misuse of a prescribed or non-prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

Use of Tobacco Products

Employees shall not smoke or use any tobacco products at any time while on, or off, duty.

Violation of this Article may subject the employee to disciplinary action up to and including termination.

Firefighter Bill of Rights

On and after January 1, 2008, the investigation and process for disciplinary actions against non-probationary Battalion Chiefs shall be consistent with the Brea Human Resources Rules and Regulations and Government Code Section 3250 et seq. (hereinafter referred to as the Firefighter Procedural Bill of Rights, or "FBOR"). In lieu of Brea's Rule X, an appeal from a disciplinary action shall be conducted as provided below.

1. A written notice of a disciplinary decision (or "accusation" as that term is used in GC 11500 et seq.), shall be provided to the non-probationary Battalion Chief at least forty-eight (48) hours before the effective date. The decision shall also include a copy of the employee's rights to appeal the decision within fifteen (15) calendar days, and copies of GC 11507.5,

11057.6, and 11507.7

2. Within fifteen (15) calendar days after delivery of a written notice of a disciplinary decision (or “accusation” as that term is used in GC 11500 et seq.), a non-probationary Battalion Chief may file an appeal by serving a written Notice of Defense (see below) to the Human Resources Manager. Failure to file such Notice of Defense within fifteen (15) calendar days, as determined by time-stamp upon receipt in the Human Resources Department office, shall be deemed a waiver of the employee’s right to appeal under the FBOR and the Administrative Procedures Act (GC 11500 et seq.).
3. The Notice of Defense shall include the following:
 - a) A request for hearing;
 - b) The basis of the appeal, including objections to the accusation(s) or the form of the accusation(s);
 - c) Admission(s) to any part of the accusation(s);
 - d) The name, address and telephone number of any designated attorney or other party representing the employee in the appeal;
 - e) The signature of the employee and the date signed.
4. In the absence of any express admission or objection, the Notice of Defense shall be deemed a specific denial of all parts of the accusation.
5. Upon receipt of the Notice of Defense, the City will contact the California Office of Administrative Hearings to request assignment to an administrative law judge and the scheduling of an appeal hearing. Further notices regarding the hearing will be provided to the employee and such parties as the employee included in the Notice of Defense. The hearing shall be conducted by the administrative law judge in accordance with GC 11508 et seq.

ARTICLE IX – LABOR MANAGEMENT COMMITTEE

The City agrees to work with the Association to establish a labor management committee to discuss issues of mutual concern as needed.

ARTICLE X - MOU CONTRACT PROVISIONS

ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

FISCAL CRISIS PROVISION

The City and the bargaining unit will each have the right to request to reopen negotiations regarding other compensation and benefit modifications that may be necessary to offset budget revenue shortfalls or increased expenditures, and each party agrees to meet and confer in good faith prior to any modifications that impact the standing provisions of this MOU. The City reserves the right to determine if, when and where layoffs may occur, but will meet and confer regarding the impact of such layoffs on bargaining unit members.

SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

TERM OF MEMORANDUM OF UNDERSTANDING

This agreement shall become effective January 1, 2024, and shall remain in full force and effect through June 30, 2026.

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into on this 16th day of January 2024.

CITY OF BREA

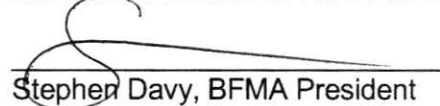
Mayor

Dated: _____

Attest: _____
City Clerk

Dated: _____

FIRE MANAGEMENT ASSOCIATION


Stephen Davy, BFMA President

Dated: 1/10/24

EXHIBIT A

Salary Tables Effective:

July 8, 2023 – January 5, 2024
January 6, 2024 – January 3, 2025
January 4, 2025 – January 2, 2026
January 3, 2026 – June 30, 2026

EXHIBIT A

Salary Tables Effective 07/08/2023 – 01/05/2024

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
FIRE BATTALION CHIEF	\$10,949.78	\$14,018.40
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$12,044.75	\$15,420.24
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$13,249.22	\$16,962.25

Salary Tables Effective 01/06/2024 – 01/03/2025

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
FIRE BATTALION CHIEF	\$12,677.66	\$16,230.50
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$13,945.41	\$17,853.55
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$15,339.95	\$19,638.89

Salary Tables Effective 01/04/2025 – 01/02/2026

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
FIRE BATTALION CHIEF	\$13,057.98	\$16,717.42
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$14,363.77	\$18,389.16
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$15,800.15	\$20,228.06

Salary Tables Effective 01/03/2026 – 06/30/2026

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
FIRE BATTALION CHIEF	\$13,253.85	\$16,968.18
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$14,579.23	\$18,665.00
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$16,037.15	\$20,531.48

EXHIBIT B

Class A Dress Uniform – Chief Officers

Class A uniform is to be worn by fire department members during formal department related events that include public presentations, funerals, annual inspection and special events or as specified by the Fire Chief.

The following items comprise the full-dress uniform:

- A. Uniform Shirt – White long sleeve
- B. Uniform pants – Black pant
- C. Uniform Jacket – Black double breasted with gold buttons
- D. Leather belt – 1 ¾" Black with silver Fire Department buckle
- E. Tie – Black with gold tie tack
- F. Socks – Black
- G. Dress shoes -Black
- H. Dress hat – White with hat piece and gold chin strap and black bill

Class B Station Work Uniform – Battalion Chiefs

The Department will provide the required Class B work uniforms and undergarments:

- A. (4) Shirts – 3 short sleeve black and 1 long sleeve black
- B. (1) Work Jacket – Black
- C. (3) Pants – Black
- D. (1) Leather Belt – Black with gold Fire Department buckle.
- E. (1) Safety Boots or approved non-safety station footwear

Undergarments

- A. (4) Black (chief officer) T-shirts
- B. (2) Black (chief officer) athletic (gym) shorts

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City Council Regular Meeting Communication

Adoption of new job descriptions and salary tabled for the positions of Information Technology Supervisor, Police Records and Property & Evidence Supervisor and Combination Inspector, amend the position allocation list for FY 2023/24 to reflect the changes, and place the classifications in the appropriate bargaining units for representation purposes

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6F
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

Approve the Resolution: 1) adopting job descriptions and salary tables for the positions of Information Technology Supervisor, Police Records / Property & Evidence Supervisor, and Combination Inspector; 2) placing the classifications in the Administrative and Professional Employees' Association (APEA) and the Brea City Employees' Association (BCEA) bargaining units respectively for representation purposes; and 3) amending the Position Allocation List to include these positions in the appropriate Department and/or Division.

BACKGROUND/DISCUSSION

For City Council consideration is a resolution authorizing the creation of one new position and amending an existing Information Technology classification and a Police Records / Property & Evidence position to finish implementation of a police department staffing re-organization study. In the last couple of years, various city departments have all encountered higher than usual staff turnover of key, front-line, mid-management and management positions. The turnover was due to a combination of retirements, promotions, general attrition, and post pandemic impacts to labor force staffing levels. Despite increasing workloads and the urgent need to recruit and replace keys vacancies, the departments in conjunction with the Executive team continue to collaborate in order to comprehensively and creatively evaluate strategic ways to appropriately fill vacant positions.

The goal is to fill positions with the most appropriate staff to best serve the community or consider new staffing models to meet operational needs. Seizing this opportunity to better align staffing with city-wide goals will ultimately benefit the community and allow us to better align our services in a post-pandemic world where recruiting and retaining qualified staff is a growing challenge. However, a key opportunity is also to allow for promotional opportunities to employees seeking to grow within the organization. This will address recent findings identified by the Brea Forward group, which is a staff-driven initiative designed by employees to problem-solve challenges and help create a more modern workplace. Using input from across the entire organization, this collaborative group works with the Executive team to build a future that represents all City of Brea employees' interests.

Combination Inspector Position. At the request of the Fire Department, Public Works Department and Community Development Department, Human Resources drafted a new Combination Inspector I/II classification. This is a new position that will conduct technical fire safety and field inspections for residential, commercial, and industrial buildings at various stages of construction for all three departments. The position will also examine residential, commercial, and industrial plans that are submitted for a building permit. The lead department for this position will be the Fire Department and the person hired would most likely be assigned to the Fire Department. This position will not replace the Fire Prevention Specialist I/II, Public Works Inspector I/II, or Junior Plans Examiner positions that also conduct inspections and plan check. Rather, the departments are looking to supplement with a position that can work across three departments to offer better customer

service experience to residents and enhance our efficiency particularly in the area of inspections. The departments plan to fill one position in the Fire Department and a second position in the Community Development Department.

Staff reviewed all the necessary information and after careful consideration, it was determined that the classification be assigned to BCEA.

IT Supervisor and Police Records Supervisor. These are essentially amendments to existing job descriptions or merging of one or more positions. The city of Brea used to have an IT Supervisor position that exclusively handled external IT contracts and staff. When that employee retired, the department decided not to fill the position and duties were split between the IT Division Manager and the IT Supervisor assigned to internal operations. The incumbent has been assigned and compensated for those additional duties since February 2021. We have now revised the job description and updated the salary to account for the additional duties assigned to this staff member.

Similarly, in the Police Records and Property & Evidence divisions, a recommendation was made to consolidate two supervisory positions to better align staffing levels with current police practices. A study was commissioned by the department that resulted in several recommendations and this change in job description and duties is one of many recommendations that have been implemented over time. Upon retirement of the Property and Evidence Supervisor, the duties were consolidated and the revised duties resulted in a new job description that merges Police Records and Property & Evidence. The Police Records Supervisor incumbent has been assigned and compensated for those additional duties since September 2020.

A labor market analysis and internal review was conducted to determine compensation levels for the proposed classifications. We found several positions in our market requiring knowledge, skills and abilities that would fall slightly "above" and slightly "below" what we are looking for in the various civilian positions for Brea. These salaries are in a range that could be used to set our position "in-between". This fits well with what was anticipated for the positions of this advanced specialization and is consistent with our current compensation practices. Therefore, based on available data and current compensation of positions, we recommend setting the salary ranges as listed in the attached exhibit B.

Based on the nature of duties outlined in the job descriptions, it is proposed that the City Council assign these positions to where they are currently staffed or where they will be assigned which is within APEA or BCEA for representation purposes. It is also recommended that City Council approve the recommended compensation plan. The City has consulted with the associations and they agree with continuing to assign these positions to their unit. Lastly, the City's Master Salary Schedule will also be updated to add these changes and comply with CalPERS regulations.

In order to implement the proposed changes, it is also required that the Position Allocation List, which authorizes staffing levels, be amended to include the positions in the appropriate department and/or division.

FISCAL IMPACT/SUMMARY

The recommended salary range and benefits for the job descriptions for these existing positions would not result in additional cost to the General Fund. There will be no fiscal impact on the General Fund to add the classifications to the position allocation list. Ongoing operating costs for these positions are already budgeted within the appropriate departmental operating budget for FY 2023-24. City personnel are already staffing the Information Technology Supervision and Police Records / Property & Evidence Supervisor positions through an assignment pay clause in the MOU. The remaining positions will be staff in accordance with budget authorizations.

The ongoing salary and benefit costs associated with these positions will be programmed in future General Fund budget cycles.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Administrative Services Director

Attachments

Exhibit A - Combination Inspector Job Description.pdf

Exhibit A - Information Technology Supervisor 2024.pdf

Exhibit A -Police Records Prop Evidence Supervisor Job Description.pdf

Exhibit B - Combination Inspector I-II Salary Schedule 2024.pdf

Exhibit B - IT Supervisor Salary Schedule 2024.pdf

Exhibit B - Police Records_Property and Evidence Supervisor Salary Schedule 2024.pdf

Reso Amend Classification Plan to Add IT Sup, PD Records and Combo Inspector FINAL

**COMBINATION INSPECTOR I
COMBINATION INSPECTOR II****DEFINITION**

Under general supervision, conducts technical fire safety and field inspections for residential, commercial, and industrial buildings at various stages of construction, alteration, or repair; examines residential, commercial, and industrial plans that are submitted for a building permit; and otherwise participates in overseeing building activity to ensure public safety and compliance with Federal, State and local codes and regulations: enforces occupancy, zoning, land use and public nuisance code provisions; and perform other related duties, as assigned.

DISTINGUISHING CHARACTERISTICS

Combination Inspector I: This is the entry-level class in the combination inspector series. Beginning with routine residential building inspections, public works inspections, technical fire and field (wildland interface) inspections and progressing toward complex commercial/industrial work. The Combination Inspector I positions do not perform as broad of a range of duties with the same level of independence of a Combination Inspector II level.

Combination Inspector II: This is a journey-level class in the combination inspector series. Positions in this class are flexibly staffed and are normally filled by advancement from the lower-class Combination Inspector I, or, equivalent when filled from the outside. Appointment to the higher classification requires that the employee performs substantially the full range of duties and meet the qualification standards for this classification. Combination Inspector II positions, as distinguished from Combination Inspector I positions, by the greater complexity of assignments received and the greater extent of technical knowledge and independence exercised. Positions in this class are distinguished from the Building Official or Plan Checker in that they are not expected to perform managerial duties.

SUPERVISION RECEIVED AND EXERCISED**Combination Inspector I**

Direction is provided by the Building Official, City Engineer, or Fire Marshal. Immediate supervision is provided by a Combination Inspector II or assigned supervisor.

No supervision is exercised.

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

Combination Inspector II

Supervision is provided by the Building Official, City Engineer, Fire Marshal or assigned supervisor. The Combination Inspector II may exercise field technical supervision and training to a Combination Inspector I.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS - Essential job functions may include, but are not limited to, the following: *(These functions may not be present in all positions in this classification. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Management reserves the right to add, modify, change or rescind work assignments as needed.)*

Perform plan reviews to ensure that plans submitted with applications for building permits, encroachment permits, and fire permits conform with appropriate codes.

Review plans for sufficiency and code compliance; route plans to other affected departments.

Inspect residential, commercial, institutional, industrial, public assembly, building, wildland interface, roadway and public right-of way projects at various stages for compliance with all pertinent Federal, State and local fire and building safety codes, regulations, and ordinances.

Assist with the issuance of permits, notices, warnings and citations.

Respond to and answer questions or concerns regarding regulations at the counter and over the telephone.

Produce clear, precise correction notices pursuant to job site field inspections and prepare accurate and complete daily activity records and reports.

Interact with architects, engineers, contractors, and developers on matters pertaining to codes and regulations.

Review and maintain current construction files and keep up to date records of inspections and write detailed inspection reports.

Issue notices, warnings and citations.

Perform related duties as assigned.

When assigned to Community Development:

Performs plan reviews, field inspections, test of electrical, structural, mechanical, and

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

plumbing equipment and systems for residential, commercial, industrial buildings and structures to ensure compliance with state and local codes and ordinances.

Enforces occupancy, zoning, land use and public nuisance code provisions; and perform other related duties, as assigned.

When assigned to Fire:

Inspect operations, devices and equipment requiring the inspection or approval of the Fire Department.

Enforce fire safety code provisions of a technical and complex nature.

Keep up-to-date records of inspections and write detailed inspection reports, including wildland-urban interface inspections and enforcements.

When assigned to Public Works:

Inspect various structures such as utilities, streets, sidewalks, gutters, water meters, gas meters, and sewer connections; check line grade, size, elevation and location of structures for conformance with specifications and regulations.

Take samples of materials for examination or analysis by laboratories; perform tests on soils and concrete.

Inspect amounts of materials used, work performed and prepare necessary reports on progress.

Inspect adjacent properties for damage from construction activity.

Help locate other utility structures ahead of work sites.

Other duties as appropriately assigned.

QUALIFICATIONS

Combination Inspector I

Knowledge of:

Building construction principles and practices, including familiarity with carpentry,

CITY OF BREa
Combined Inspector I
Combined Inspector II (continued)

plumbing, electrical trades, and construction and surveying safety hazards.

Safety and construction standards of the building construction industry.

Fire prevention and fire safety principles and techniques.

California Title 24 Building Codes, Residential, Plumbing, Mechanical, Electrical, Green, Health and Safety Codes, and City of Brea Codes and Ordinances.

General characteristics of zoning, health, safety, public nuisance, and business license codes and regulations enforceable by the City.

Basic mathematics, including algebra, geometry, and trigonometry.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

Interpret and explain codes, engineering plans, specifications, regulations, and ordinances and prepare accurate engineering records.

Learn fire prevention and inspection principles and practices.

Read and understand building construction plans and drawings.

Record inspection data and complete reports as required.

Organize daily workload.

Communicate clearly, orally and in writing.

Prepare and present written and oral information clearly, concisely, and accurately, and make presentations.

Establish and maintain working relationships with City staff, City officials, representatives from community groups and other agencies, and the general public.

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

Experience and Education:

To qualify for this classification, an individual must possess any combination of experience and education that would likely produce the required knowledge and abilities. A typical combination is:

Experience

Two years of experience in the construction industry as a contractor, carpenter, plumber or electrician. Preferably including some construction inspection experience.

Or

Two years of experience in fire and life safety inspections and enforcement in an organized fire agency.

Education

Equivalent to the completion of the twelfth grade supplemented by training or college-level courses in fire science, public administration, building construction, or a related subject.

Licenses and Certificates

Possession of a Fire Prevention 1A certification.

Hazardous Materials First Responder Awareness certificate. These certifications will be required within the first year of employment.

OR

Possession of an International Code Council (ICC) certification as a Plans Examiner or Building Inspector or equivalent. The ICC certification or equivalent is required within the first year of employment.

OR

An A.P.W.A certification as a Public Infrastructure Inspector. This certification will be required within the first year of employment.

AND

Possession of a valid Driver's License issued from the California Department of Motor Vehicles.

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

Certification as a Certified Accessibility Specialist (CAsp) is highly desirable.

Combination Inspector II

In addition to the qualifications for Combination Inspector I

Knowledge of

Complex principles and techniques of fire prevention and inspection.

Considerable knowledge of Federal, State and local codes, regulations and ordinances relating to all aspects of construction.

Principles of supervision and training methods and responsibilities.

Ability to

Independently and effectively in all aspects of the job.

Conduct inspections and make independent decisions within established policy and procedural guidelines

Read and interpret complex building plans, specifications and building codes.

Train subordinate staff.

Plan and organize work to meet deadlines on a timely basis.

Perform job tasks and accommodate workloads with minimal supervision.

Experience and Education

To qualify for this classification, an individual must possess any combination of experience and education that would likely produce the required knowledge and abilities.

A typical combination is:

Experience

Four years of experience conducting construction, building and/or fire-related inspections.

Three years of experience in building or fire inspection for a public agency is desirable.

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

Education

Equivalent to an Associate's degree from an accredited college or university with course work or training in fire science, public administration, building construction, or a related field is desirable.

AND

Licenses and Certificates

Possession of a Fire Prevention 1B, 1C, 1D certifications.

Possession of Hazardous Materials First Responder Awareness certificate.

Possession of an A.P.W.A certification as a Public Infrastructure Inspector.

Possession of an International Code Council (ICC) certification as a Plans Examiner or Building Inspector or equivalent.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS

Include, but are not limited to, the following:

Ability to:

Frequently stand for extended periods; frequently reach, lean, twist, turn, grasp, lift and carry, push, pull, bend, kneel, and sit.

Walk and climb to different areas and uneven surfaces to make field inspections.

Lift and carry objects weighing up to 30 pounds.

Hear and speak to City staff, the general public, other agencies, and contractors on the telephone and in person.

Read and understand technical materials related to fire fighting and prevention, drawings, plans, specifications, reports, contracts, correspondence, memorandum, and other records.

Read and write reports, logs and other records.

CITY OF BREA
Combined Inspector I
Combined Inspector II (continued)

Input data into the computer and calculator.

Operate a computer keyboard, mouse, and other office equipment.

Use close vision, color vision, and adjust focus; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms above and below shoulder level to access reports and records.

When on construction sites: walk on slippery/even surfaces.

Exposure to:

Direct sunlight, extreme heat, smoke, humidity, rain, and cold while working outdoors.

Dust, fumes, dirt and noise from construction sites, tools, and other equipment generated sounds.

When on construction sites: dust, fumes, solvents, chemicals, soil, electrical hazards, extreme noise, vehicular traffic and outside weather conditions, including wet and/or other inclement conditions.

Automotive traffic.

Vibration while operating vehicles or power equipment.

Vehicle or machinery exhaust fumes and dust.

Greases, oils, and noxious odors associated with grease traps.

Vibrations and pitch of computer and office equipment, including monitor and video screen glare.

Noises such as, but not limited to sirens, alarms, diesel engines, pumps, power saws and hydraulic tools.

Hazardous materials and infectious or communicable diseases.

Exhibit A

CITY OF BREA

INFORMATION TECHNOLOGY SUPERVISOR

DEFINITION

To perform professional administrative, technical, analytical, and supervisory work for the Information Technology Division; to act as a liaison with contracting agencies; coordinate operations and budgeting; and perform related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Information Technology Manager.

Responsibilities include supervision of technical, intern, and clerical staff.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS - Essential job functions may include, but are not limited to: *(These functions may not be present in all positions in this classification. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Management reserves the right to add, modify, change or rescind work assignments as needed.)*

Coordinate, administer and assign work to subordinate staff in Information Technology (IT) programs, which may include but are not limited to external IT services, public safety, telecommunication systems, general helpdesk functions, and software development.

Perform staff scheduling and the approval of time cards.

Assist in the recruiting and hiring decisions; provide or coordinate staff training; establish and monitor employee performance objectives, prepare and present performance evaluations; work with employees to correct deficiencies and make recommendations for disciplinary actions and employee terminations.

Assist with the preparation and implementation of the division and contracting agencies budget.

Assist in developing, planning, implementing, and administering division and contracting agencies goals objectives, policies and procedures.

Assist contracting agencies in developing, implementing, maintaining and enforcing standard policies and procedures for operations and data control activities.

Coordinate and implement long-range information systems planning for the City and assist contracting agencies in establishing, coordinating and implementing long-range

CITY OF BREA

Information Technology Supervisor (continued)

information systems planning; forecast and analyze information systems needs; assist in implementing and maintaining the City's Strategic Plan On Technology (SPOT).

Recommend and justify the acquisition of computer hardware and software for the City and assist contracting agencies in developing the same; prepare specifications for bid documents and evaluate proposals; review and evaluate contracts for the City and contracting agencies.

Assist in evaluating potential clients and make recommendations regarding the changing needs of the existing IT customer base.

Work with vendors to identify and correct causes of hardware, operating systems software, or application program malfunctions and to perform programming changes and enhancements.

Work with city departments to maintain, revise, or improve overall technology services.

Communicate systems status, computer events and planned upgrades to end users.

Provide emergency response to reduce downtime, correct errors, and monitor vendor activity surrounding critical system failures.

Follow all standard operating procedures and communicate the need for additional procedures to the division manager. Recommend procedural changes for the division and contracting agencies to improve systems operations, minimize risk, and ensure hardware and software integrity.

May act as a liaison with local and state agencies and vendors in developing programs, policies, guidelines, and service levels.

Act as liaison for the City with contracting agencies.

May prepare staff reports and make presentations for staff and/or City Council and contracting agencies as needed.

Provide emergency response to reduce down time, correct errors, or monitor vendor activity surrounding critical system failures, off-hours scheduled maintenance downtime, or on an as needed basis.

.Review, prepare and distribute IT support agreements and contracts.

Schedule and attend regular meetings with contracting agencies.

QUALIFICATIONS

Knowledge of:

Sound principles and practices of personnel, supervision, scheduling, employee performance evaluation, employee development and training.

Techniques utilized in budget development and administration.

Principles, methods and practices of computerized information management and its application to a wide variety of systems and programming operations and activities.

Current trends in computer technology, telecommunications, network security, software development, public safety systems, public sector financial systems, GIS, document imaging systems and current Microsoft products.

Project management techniques including resource allocation, task definition, cost benefit analysis and vendor interaction.

Ability to:

Respond to emergency call outs 24-hours per day, 7 days a week and carry a city provided pager and/or cell phone.

Effectively apply technical knowledge of computer hardware and software to assist and support users.

Interface with and assist end users in identifying and evaluating their technology needs to develop and implement workable solutions.

Maintain work effectiveness and meet deadlines with frequent changes in workload and priority of assignment.

Research and analyze data and make sound recommendations.

Establish and maintain effective working relationships with internal users and external clients as well as vendors.

CITY OF BREA

Information Technology Supervisor (continued)

Exercise independent judgment in the selection of an appropriate course of action from among many alternatives.

Communicate effectively, clearly and concisely, both orally and in writing in a technical and non-technical manner.

Maintain a high degree of confidentiality while working with privileged, sensitive and highly personal information.

Successfully complete a thorough background review including a credit history check.

Experience and Education:

To qualify for this classification, an individual must possess any combination of experience and education that would likely produce the required knowledge and abilities, and enable the individual to successfully perform the essential functions of the position.

A typical combination is:

Experience

Four years of increasingly responsible experience in information systems operations and maintenance including computer applications software training and writing user documentation. Prior supervisory experience is desirable.

Education

Equivalent to an associate of arts degree with an emphasis in information technology and specialized certifications applicable to current trends in information technology. Possession of a bachelor's degree in a related field is highly desirable.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS include, but are not limited to, the following:

Ability to:

Frequently stand, reach, lean, twist, grasp, lift and carry, push, pull, bend and kneel; sit for prolonged periods of time.

CITY OF BREA

Information Technology Supervisor (continued)

Input data into computer for prolonged periods of time.

Hear and speak to City staff, other public agency staff, and outside vendors on the telephone and in person.

Read reports, code, technical manuals, documentation, contracts, correspondence and other records.

Read from a computer monitor.

Exposure to:

Vibrations and pitch of computer and other office equipment.

Computer glare.

FLSA: Exempt

Revised: January 16, 2024

POLICE RECORDS / PROPERTY & EVIDENCE SUPERVISOR

DEFINITION

To plan, assign, supervise and coordinate the work of personnel in the Records section and Property & Evidence section of the Police Department; to perform a variety of technical and administrative tasks in support of police operations; and perform related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Police Captain in charge of the Support Services Division.

Exercises direct supervision over clerical and other personnel assigned to the Records section, and Property & Evidence section.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS – Essential job functions may include, but are not limited to, the following: *(These functions may not be present in all positions in this classification. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Management reserves the rights to add, modify, change or rescind work assignments as needed.)*

Plan, assign, supervise, and review the work of personnel in the Records section and Property & Evidence section of the Police Department.

Assist with and perform a variety of personnel actions, including selections, promotions, training, performance evaluations, disciplinary measures, and dismissals.

Assist with the preparation of annual operating budgets for the Records section and Property & Evidence section.

Keep inventory of supplies; order supplies.

Revise and design forms; update Police Records and Property Policy and Procedures Manuals.

Process crime reports and arrest reports.

Conduct warrant checks, record checks, and stolen vehicle checks.

Ensure the integrity of evidence throughout the judicial process and maintain accurate records of the chain of evidence as administered by subordinates.

Coordinate the purging of property and evidence through subordinates in accordance

CITY OF BREA
Police Records / Property & Evidence Supervisor (continued)

with legal statutes.

Learn to apply applicable law, rules, and regulations and provide information to the public and staff accordingly.

Operate computer equipment and related records management software applications.

QUALIFICATIONS

Knowledge of:

Modern office practices, procedures, systems, and equipment.

Police records procedures; police radio communications techniques.

Records management techniques; manual and automated record systems.

General knowledge of California Penal and Vehicle Codes, and other laws pertaining to law enforcement records.

California Penal Code, Welfare and Institutions Code, Health and Safety Code, Evidence Code, and Vehicle Code.

Stockroom and inventory control procedures; rules of evidence as they pertain to the custody and handling of varied forms of evidence; Police Department procedures and policies.

Regulations relating to the custody and handling of property and evidence.

Ability to:

Plan, assign, supervise and coordinate the work of assigned staff.

Maintain and develop record systems, forms, and clerical procedures.

Perform complex clerical procedures.

Prepare a section budget.

Be assertive and act effectively in stressful situations.

Experience and Education:

To qualify for this classification, an individual must possess any combination of

CITY OF BREA
Police Records / Property & Evidence Supervisor (continued)

experience and education that would likely produce the required knowledge and abilities, and enable the individual to successfully perform the essential functions of the position. A typical combination is:

Experience

Five years of progressively responsible experience in a clerical position, preferably in a law enforcement agency.

Education

Completion of high school or its equivalent supplemented by college level courses in public administration or records management.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS include, but are not limited to, the following:

Ability to:

Frequently sit, stand, move to and from work areas, reach, lean, twist, turn, grasp, lift, push, pull, bend and kneel; sit for prolonged periods of time.

Input data into computer for prolonged periods.

Hear material from transcribing equipment and/or software.

Hear and speak to the general public and City staff on the telephone and in person; and to police personnel on the radio, the telephone and in person.

Read police records, reports, forms, memos, letter, complaints and court documents.

Exposure to:

Vibrations and pitch of computer, typewriter, photocopier and other office equipment.

Background noise and static from radio communications.

Computer glare.

FLSA: Exempt

Revised: January 16, 2024

Exhibit B**Combination Inspector I**

CITY OF BREA SALARY TABLE

Effective pay period beginning 01/20/2024

STEP	HOURLY	APPROX MONTHLY	APPROX ANNUAL
1	\$30.26	\$5,245.39	\$62,944.68
2	\$31.02	\$5,376.52	\$64,518.24
3	\$31.79	\$5,510.93	\$66,131.16
4	\$32.59	\$5,648.70	\$67,784.40
5	\$33.40	\$5,789.92	\$69,479.04
6	\$34.24	\$5,934.67	\$71,216.04
7	\$35.09	\$6,083.04	\$72,996.48
8	\$35.97	\$6,235.12	\$74,821.44
9	\$36.87	\$6,391.00	\$76,692.00
10	\$37.79	\$6,550.78	\$78,609.36
11	\$38.74	\$6,714.55	\$80,574.60

Combination Inspector II

CITY OF BREA SALARY TABLE

Effective pay period beginning 01/20/2024

STEP	HOURLY	APPROX MONTHLY	APPROX ANNUAL
1	\$35.65	\$6,180.03	\$74,160.36
2	\$36.55	\$6,334.53	\$76,014.36
3	\$37.46	\$6,492.89	\$77,914.68
4	\$38.40	\$6,655.21	\$79,862.52
5	\$39.36	\$6,821.59	\$81,859.08
6	\$40.34	\$6,992.13	\$83,905.56
7	\$41.35	\$7,166.93	\$86,003.16
8	\$42.38	\$7,346.10	\$88,153.20
9	\$43.44	\$7,529.75	\$90,357.00
10	\$44.53	\$7,717.99	\$92,615.88
11	\$45.64	\$7,910.94	\$94,931.28

Exhibit B**Information Technology Supervisor**

CITY OF BREA SALARY TABLE

Effective pay period beginning 01/20/2024

STEP	HOURLY	APPROX MONTHLY	APPROX ANNUAL
1	\$51.32	\$8,896.25	\$106,755.01
2	\$52.61	\$9,118.66	\$109,423.89
3	\$53.92	\$9,346.62	\$112,159.48
4	\$55.27	\$9,580.29	\$114,963.47
5	\$56.65	\$9,819.80	\$117,837.56
6	\$58.07	\$10,065.29	\$120,783.50
7	\$59.52	\$10,316.92	\$123,803.08
8	\$61.01	\$10,574.85	\$126,898.16
9	\$62.53	\$10,839.22	\$130,070.61
10	\$64.10	\$11,110.20	\$133,322.38
11	\$65.70	\$11,387.95	\$136,655.44

Exhibit B**Police Records / Property and Evidence Supervisor**

CITY OF BREA SALARY TABLE

Effective pay period beginning 01/20/2024

STEP	HOURLY	APPROX MONTHLY	APPROX ANNUAL
1	\$45.74	\$7,928.46	\$95,141.51
2	\$46.88	\$8,126.67	\$97,520.05
3	\$48.06	\$8,329.84	\$99,958.05
4	\$49.26	\$8,538.08	\$102,457.00
5	\$50.49	\$8,751.54	\$105,018.43
6	\$51.75	\$8,970.32	\$107,643.89
7	\$53.05	\$9,194.58	\$110,334.98
8	\$54.37	\$9,424.45	\$113,093.36
9	\$55.73	\$9,660.06	\$115,920.69
10	\$57.12	\$9,901.56	\$118,818.71
11	\$58.55	\$10,149.10	\$121,789.18

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA 1) AMENDING THE EXISTING CLASSIFICATION PLAN, AS AMENDED, AS ADOPTED FOR CITY EMPLOYEES, TO INCLUDE THE CLASSIFICATION SPECIFICATIONS AND SALARY RANGE FOR THE POSITIONS OF INFORMATION TECHNOLOGY SUPERVISOR, POLICE RECORDS / PROPERTY & EVIDENCE SUPERVISOR AND COMBINATION INSPECTOR I/II; 2) ASSIGNING THE CLASSIFICATIONS TO THE ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES' ASSOCIATION AND THE BREA CITY EMPLOYEES' ASSOCIATION RESPECTIVELY FOR PURPOSES OF REPRESENTATION; AND 3) AMENDING THE POSITION ALLOCATION LIST TO ADD THE POSITIONS WITHIN THE POLICE, FIRE, COMMUNITY DEVELOPMENT AND ADMINISTRATIVE SERVICES DEPARTMENTS.

A. Recitals.

- (i) Section 2.08 of the Brea Municipal Code provides that the City Council shall prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.
- (ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.
- (iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to insure the efficient economical operation of the various City departments.
- (iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

B. Resolution.

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

- (i) Amend the City's existing classification plan to include the full-time classification specifications for Information Technology Supervisor, Police Records / Property & Evidence Supervisor, and Combination Inspector I/II, as attached hereto as Exhibit A and incorporated herein by reference.
- (ii) Adopt the salary range for Technology Supervisor, Police Records / Property & Evidence Supervisor, and Combination Inspector I/II, as attached hereto as Exhibit B and incorporated herein by reference.
- (iii) Assign the positions of Technology Supervisor and Police Records / Property & Evidence Supervisor to the Administrative and Professional Employees' Association (APEA) and the Combination Inspector I/II to the Brea City Employees' Association (BCEA) bargaining unit for representation purposes.
- (iv) Amend the Position Allocation List for FY 2023/24 to add one Information Technology Supervisor position to the Administrative Services Department and add one Police Records / Property & Evidence Supervisor position to the Police Department and one Combination Inspector I/II position to the Fire Department and one Combination Inspector I/II position to the Community Development Department.

APPROVED and ADOPTED THIS 16th. DAY OF JANUARY 2024.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 16th of January 2024, and was adopted by the following votes:

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

DATED: _____

Lillian Harris-Neal, City Clerk



City Council Regular Meeting Communication

Accept a \$77,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6G
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

Accept an Office of Traffic Safety Selective Traffic Enforcement Program (OTSSTEP) Grant Award which funds best practice strategies to be implemented to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors, in the amount of \$77,000, for the one-year grant period which begins October 1, 2023 and ends September 30, 2024

BACKGROUND/DISCUSSION

The Police Department has once again secured the Office of Traffic Safety STEP Grant that funds various traffic safety-related training, operations and education campaigns including: Driving Under the Influence (DUI) enforcement-related training opportunities including DUI Checkpoint Planning and Management, Standardized Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Expert (DRE) and DRE Recertification, two DUI/Driver License (DL) checkpoints, and DUI Saturation, Traffic Enforcement, Distracted Driving, Motorcycle Safety, and Pedestrian/Bicycle Safety operations, and Community Traffic Safety and Know Your Limit educational campaigns.

The grant funds the above for Federal Fiscal Year 2023-24. Under the terms of the grant, the Brea Police Department aims to improve overall traffic safety in the Brea Community. In addition, grant funds will improve the Department's effectiveness by training police personnel in the area of DUI detection, funding a variety of highly visible traffic safety-related operations, and coordinating relevant educational campaigns. Through these endeavors, the Brea Police Department aims to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its January 9, 2024 meeting and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no General Fund impact with this request as all costs will be reimbursed through the OTSSTEP Grant Program. Any grant revenues received, or expenditures incurred, will be programmed in the FY 2023-25 Operating Budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jamie McDonald, Management Analyst II

Concurrence: Adam Hawley, Police Chief



City of Brea

City Council Regular Meeting Communication

December 15 & 22, 2023 and January 5, 2024 City Disbursement Registers

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6H
FROM		
Bill Gallardo, City Manager		

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

City Disbursement Register 12.15.23.pdf

City Disbursement Register 12.22.23.pdf

City Disbursement Register 01.05.24.pdf

City Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194309	AIR EXCHANGE INC	12/15/2023	30200	490515151	PLYMOVENT RPR @ FS2	\$1,214.61
AIR EXCHANGE INC					Total Check Amount:	\$1,214.61
194310	AMP'D ENTERTAINMENT, INC.	12/15/2023	32030	110404542	HL WIRELESS INTERCOM	\$3,259.44
		12/15/2023	32030	110404542	INV#23-2049 S/TX ADJ	(\$27.12)
AMP'D ENTERTAINMENT, INC.					Total Check Amount:	\$3,232.32
194311	RAJINDER BATTISH	12/15/2023	29677	840000000	DEVELOPER FEE REFUND	\$266.50
RAJINDER BATTISH					Total Check Amount:	\$266.50
194312	CABLE COMM	12/15/2023	21665	840000000	DEVELOPER FEE REFUND	\$108.75
CABLE COMM					Total Check Amount:	\$108.75
194313	CARBON HEALTH MEDICAL GROUP	12/15/2023	31936	110141481	HR MED SVCS OCT 2023	\$970.00
CARBON HEALTH MEDICAL GROUP					Total Check Amount:	\$970.00
194314	COMMERCIAL AQUATIC SERVICES, INC.	12/15/2023	25513	110404422	BULK CHEMICALS	\$896.13
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$896.13
194315	THE COUNSELING TEAM INTERNATIONAL	12/15/2023	13933	110222221	EMPL SUPP SVCS FEB23	\$275.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$275.00
194316	COUNTY OF ORANGE	12/15/2023	4799	172212133	RADIO PROG BR1 AUG23	\$73.82
COUNTY OF ORANGE					Total Check Amount:	\$73.82
194317	CSUF-CAL STATE UNIVERSITY FULLERTON	12/15/2023	22792	110141481	LIVESCAN OCT 2023	\$154.00
CSUF-CAL STATE UNIVERSITY FULLERTON					Total Check Amount:	\$154.00
194318	DENNIS GRUBB & ASSOCIATES	12/15/2023	32461	84022223P	PLAN CHECK SVCS OCT23	\$0.00
		12/15/2023	32461	110000000	PLAN CHECK SVCS NOV23	(\$1,489.25)
		12/15/2023	32461	84022223P	PLAN CHECK SVCS NOV23	\$8,611.75
DENNIS GRUBB & ASSOCIATES					Total Check Amount:	\$7,122.50
194319	DMV RENEWAL	12/15/2023	3545	480515161	2024 RENEWAL 9EPN691	\$655.00
DMV RENEWAL					Total Check Amount:	\$655.00
194320	SOUTHERN CALIFORNIA EDISON	12/15/2023	3343	110515143	ELECTRICITY NOV/DEC23	(\$73.72)
		12/15/2023	3343	110515125	ELECTRICITY NOV/DEC23	\$13,093.89
		12/15/2023	3343	490515151	ELECTRICITY NOV/DEC23	\$34,347.86
		12/15/2023	3343	110515121	ELECTRICITY NOV/DEC23	\$23,758.74
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$71,126.77
194321	SOUTHERN CALIFORNIA EDISON	12/15/2023	3343	110515121	ELECTRICITY OCT/NOV23	\$3,596.33
		12/15/2023	3343	420515131	ELECTRICITY OCT/NOV23	\$6,146.08
		12/15/2023	3343	430515123	ELECTRICITY OCT/NOV23	\$23.35
		12/15/2023	3343	490515151	ELECTRICITY OCT/NOV23	\$1,785.91
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$11,551.67
194322	ERIC W. GRUVER PHD	12/15/2023	7856	110141481	PRE-EMPL EVAL 11/25	\$425.00

City Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194322	ERIC W. GRUVER PHD	12/15/2023	7856	110141481	PRE-EMPL EVAL 11/28	\$425.00
ERIC W. GRUVER PHD					Total Check Amount:	\$850.00
194323	FORENSIC NURSE SPECIALISTS, INC.	12/15/2023	23336	110212121	SART EXAM	\$600.00
FORENSIC NURSE SPECIALISTS, INC.					Total Check Amount:	\$600.00
194324	FRONTIER COMMUNICATIONS	12/15/2023	26183	420515131	5622821220 1128-1227	\$177.49
FRONTIER COMMUNICATIONS					Total Check Amount:	\$177.49
194325	GOLDEN BELL PRODUCTS, INC.	12/15/2023	1411	430515123	SPRAY MANHOLES (97)	\$2,231.00
GOLDEN BELL PRODUCTS, INC.					Total Check Amount:	\$2,231.00
194326	HUNTINGTON T BLOCK INS AGENCY	12/15/2023	5642	110404541	2024 FINE ART INS	\$750.00
HUNTINGTON T BLOCK INS AGENCY					Total Check Amount:	\$750.00
194327	HYDROPRO SOLUTIONS	12/15/2023	31845	420515131	WATER METERS+ENCODERS	\$19,587.37
HYDROPRO SOLUTIONS					Total Check Amount:	\$19,587.37
194328	INTIME SOLUTIONS INC.	12/15/2023	20876	950000000	ILJAOC ISE TEXT NOV23	\$3,918.16
INTIME SOLUTIONS INC.					Total Check Amount:	\$3,918.16
194329	TATUM LANGDON	12/15/2023	32704	110404541	ARTGALLERY CONS SALES	\$64.31
TATUM LANGDON					Total Check Amount:	\$64.31
194330	M3V DATA MANAGEMENT, LLC	12/15/2023	32654	480515161	SAFETY DATA SHEETS	\$344.15
		12/15/2023	32654	110515121	SAFETY DATA SHEETS	\$344.17
		12/15/2023	32654	110515141	SAFETY DATA SHEETS	\$344.17
		12/15/2023	32654	420515131	SAFETY DATA SHEETS	\$344.17
		12/15/2023	32654	490515151	SAFETY DATA SHEETS	\$344.17
		12/15/2023	32654	430515123	SAFETY DATA SHEETS	\$344.17
M3V DATA MANAGEMENT, LLC					Total Check Amount:	\$2,065.00
194331	MOTOPORT USA	12/15/2023	31525	110212132	MOTOR UNIFORM	\$2,821.23
MOTOPORT USA					Total Check Amount:	\$2,821.23
194332	ED AND/OR MARCIA MUNSON	12/15/2023	22782	840000000	DEVELOPER FEE REFUND	\$36.00
ED AND/OR MARCIA MUNSON					Total Check Amount:	\$36.00
194333	JANET NORSETTER	12/15/2023	26021	110404521	ZUMBA GOLD NOV 2023	\$120.00
JANET NORSETTER					Total Check Amount:	\$120.00
194334	ODP BUSINESS SOLUTIONS, LLC	12/15/2023	31709	110404521	OFFICE SUPPLIES	\$233.28
ODP BUSINESS SOLUTIONS, LLC					Total Check Amount:	\$233.28
194335	PUENTE HILLS FORD	12/15/2023	25742	480515161	FORD EMBLEM	\$58.57
		12/15/2023	25742	480515161	WEATHER STRIPPING	\$144.23
PUENTE HILLS FORD					Total Check Amount:	\$202.80
194336	PUPPIES & REPTILES FOR PARTIES LLC	12/15/2023	28506	110404429	PUPPY PET ZOO 12/20	\$880.00
PUPPIES & REPTILES FOR PARTIES LLC					Total Check Amount:	\$880.00
194337	SPARKLETTS	12/15/2023	3001	110111161	COUNCIL MTG WTR NOV23	\$21.57

City Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SPARKLETTTS					Total Check Amount:	\$21.57
194338	SWRCB	12/15/2023	14532	430515123	2024 PERMIT 8SSO10545	\$3,746.00
SWRCB					Total Check Amount:	\$3,746.00
194339	TOP LINE HEATING & AIR INC.	12/15/2023	32703	840000000	DEVELOPE FEE REFUND	\$250.00
TOP LINE HEATING & AIR INC.					Total Check Amount:	\$250.00
194340	TROY ROOFING	12/15/2023	32702	840000000	DEVELOPER FEE REFUND	\$335.00
TROY ROOFING					Total Check Amount:	\$335.00
194341	UNIFIRST CORPORATION	12/15/2023	27988	110515125	UNIFORM SVCS NOV 2023	\$45.64
		12/15/2023	27988	110515143	UNIFORM SVCS NOV 2023	\$12.00
		12/15/2023	27988	430515123	UNIFORM SVCS NOV 2023	\$41.16
		12/15/2023	27988	440515126	UNIFORM SVCS NOV 2023	\$10.68
		12/15/2023	27988	110515141	UNIFORM SVCS NOV 2023	\$173.66
		12/15/2023	27988	110515148	UNIFORM SVCS NOV 2023	\$4.48
		12/15/2023	27988	360515145	UNIFORM SVCS NOV 2023	\$8.88
		12/15/2023	27988	480515161	UNIFORM SVCS NOV 2023	\$127.72
		12/15/2023	27988	361515148	UNIFORM SVCS NOV 2023	\$4.52
		12/15/2023	27988	420515131	UNIFORM SVCS NOV 2023	\$184.40
		12/15/2023	27988	110515121	UNIFORM SVCS NOV 2023	\$57.16
		12/15/2023	27988	110515144	UNIFORM SVCS NOV 2023	\$81.32
		12/15/2023	27988	490515151	UNIFORM SVCS NOV 2023	\$441.16
UNIFIRST CORPORATION					Total Check Amount:	\$1,192.78
194342	UNITED PARCEL SERVICE	12/15/2023	3174	110141441	SHIPPING CHGS OCT/NOV	\$198.59
UNITED PARCEL SERVICE					Total Check Amount:	\$198.59
194343	UNITED RENTALS NORTHWEST, INC.	12/15/2023	7051	410515124	CORE DRILL RENTAL	\$156.24
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$156.24
Check Subtotal						\$138,083.89
V53830	ACADEMY 831, LLC	12/15/2023	28694	110404145	INTRO TO BALLET	\$70.00
ACADEMY 831, LLC					Total Check Amount:	\$70.00
V53831	ACCELA INC.	12/15/2023	27472	110323241	23/24 ACCELA +10USERS	\$27,129.90
		12/15/2023	27472	110323241	23/24 ACCELA CIT ACC	\$59,685.82
ACCELA INC.					Total Check Amount:	\$86,815.72
V53832	AARON DANIEL ADAM	12/15/2023	32005	110212111	TRAINING EXPENSES	\$218.00
		12/15/2023	32005	110212111	TRAINING MILEAGE	\$56.00
AARON DANIEL ADAM					Total Check Amount:	\$274.00
V53833	THE ADVANTAGE GROUP	12/15/2023	24539	110141481	FLEX ADMIN/PROC NOV23	\$414.50
THE ADVANTAGE GROUP					Total Check Amount:	\$414.50
V53834	AFLAC-ACCOUNT #EZA73	12/15/2023	22923	110	ACC/CANCER INS NOV23	\$1,051.66

City Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$1,051.66
V53835	ANNA CHAVEZ AGUSTIN	12/15/2023	31862	110404215	ZUMBA	\$270.00
ANNA CHAVEZ AGUSTIN					Total Check Amount:	\$270.00
V53836	LARRY ALANIS	12/15/2023	32661	110404424	UMPIRE FEE 12/4/23	\$102.00
LARRY ALANIS					Total Check Amount:	\$102.00
V53837	JUDY ALLEN	12/15/2023	20447	110404215	B.PUMP/PLATES/SS	\$420.00
		12/15/2023	20447	110404215	PERSONAL TRAINER	\$316.80
JUDY ALLEN					Total Check Amount:	\$736.80
V53838	ALTA LANGUAGE SERVICES, INC	12/15/2023	25953	110141481	BILINGUAL TESTS	\$231.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$231.00
V53839	AMERICAN VETERAN LIGHTING, INC.	12/15/2023	31163	490515151	LED LIGHTING	\$608.78
AMERICAN VETERAN LIGHTING, INC.					Total Check Amount:	\$608.78
V53840	BIG BROTHERS BIG SISTERS	12/15/2023	32589	902009100	PROGRAM STAFF SEPT23	\$3,528.16
BIG BROTHERS BIG SISTERS					Total Check Amount:	\$3,528.16
V53841	BILL'S AUTO UPHOLSTERY	12/15/2023	10510	480515161	SEAT REPAIR	\$325.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$325.00
V53842	BOYS & GIRLS CLUBS	12/15/2023	26980	902009100	PROGRAM STAFF SEPT23	\$2,776.00
BOYS & GIRLS CLUBS					Total Check Amount:	\$2,776.00
V53843	BREA/ORANGE COUNTY PLUMBING	12/15/2023	3781	490515151	PLUMBING RPR @ FS3	\$1,583.00
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$1,583.00
V53844	KATHY A BREAU	12/15/2023	5320	110404145	PENCILS + PASTELS	\$305.00
KATHY A BREAU					Total Check Amount:	\$305.00
V53845	CALIFORNIA FORENSIC PHLEBOTOMY INC.	12/15/2023	4488	110212131	PHLEB SVCS NOV 2023	\$827.54
CALIFORNIA FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$827.54
V53846	CLINICAL LABORATORY OF	12/15/2023	3390	420515131	WTRQUALITY TEST 10/19	\$1,614.00
		12/15/2023	3390	420515131	WTRQUALITY TEST OCT23	\$1,865.30
CLINICAL LABORATORY OF					Total Check Amount:	\$3,479.30
V53847	COLONIAL LIFE PROCESSING CENTER	12/15/2023	26071	110	ACCIDENT INS NOV23	\$4,316.60
		12/15/2023	26071	110	CRIT ILLNSS INS NOV23	\$1,694.05
		12/15/2023	26071	110	CANCER INS NOV23	\$3,702.08
		12/15/2023	26071	110	ST DISAB INS NOV23	\$7,263.70
		12/15/2023	26071	110	HOSPITAL INS NOV23	\$978.74
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$17,955.17
V53848	CORE & MAIN LP	12/15/2023	27049	420515131	PLUMBING SUPPLIES	\$832.17
		12/15/2023	27049	410515124	WATTLES FOR STORM DRN	\$879.24
CORE & MAIN LP					Total Check Amount:	\$1,711.41
V53849	DANGELO CO	12/15/2023	4562	410515124	PLUMBING SUPPLIES	\$480.26
DANGELO CO					Total Check Amount:	\$480.26

City Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53850	DENALYN DAVID	12/15/2023	31642	110404215	YOGA	\$270.00
DENALYN DAVID					Total Check Amount:	\$270.00
V53851	ANSELMO RYAN ANGULO	12/15/2023	32314	110141481	POLYGRAPH EXAMS NOV23	\$1,400.00
ANSELMO RYAN ANGULO					Total Check Amount:	\$1,400.00
V53852	MYRA DUVALL	12/15/2023	18083	110404215	YOGA	\$330.00
MYRA DUVALL					Total Check Amount:	\$330.00
V53853	EWING IRRIGATION PRODUCTS, INC.	12/15/2023	5807	110515143	IRRIGATION SUPPLIES	\$374.05
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$374.05
V53854	FIDELITY SECURITY LIFE INSURANCE	12/15/2023	23035	110	9827288 VISION DEC23	\$2,827.64
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,827.64
V53855	FIREMASTER	12/15/2023	2398	490515151	ANNUAL HOOD INSP-SC	\$258.99
FIREMASTER					Total Check Amount:	\$258.99
V53856	FUN WITH HORSES	12/15/2023	15171	110404145	HORSE FUN	\$300.00
FUN WITH HORSES					Total Check Amount:	\$300.00
V53857	GENERAL PUMP COMPANY	12/15/2023	16281	420515131	CCYN STN3 PUMP MNT	\$937.89
GENERAL PUMP COMPANY					Total Check Amount:	\$937.89
V53858	MELISSA GIFFORD	12/15/2023	10645	110404215	TRX	\$90.00
MELISSA GIFFORD					Total Check Amount:	\$90.00
V53859	MARY M. GRAHAM	12/15/2023	31478	110404215	YOGA	\$60.00
MARY M. GRAHAM					Total Check Amount:	\$60.00
V53860	GRAINGER	12/15/2023	13634	420515131	PLUMBING SUPPLIES	\$487.23
		12/15/2023	13634	430515123	WEDGE	\$37.23
GRAINGER					Total Check Amount:	\$524.46
V53861	GREENFIELDS OUTDOOR FITNESS, INC.	12/15/2023	31165	110515148	TRACKS WORKOUT EQPT	\$251.06
GREENFIELDS OUTDOOR FITNESS, INC.					Total Check Amount:	\$251.06
V53862	GABRIEL HANNAH	12/15/2023	17533	110404424	UMPIRE FEE 12/4/23	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V53863	MONA HERNANDEZ	12/15/2023	23114	110404215	MASSAGE THERAPY	\$589.16
MONA HERNANDEZ					Total Check Amount:	\$589.16
V53864	HOUSING PROGRAMS	12/15/2023	26542	290323215	HSG REHAB OCT/NOV23	\$1,632.00
HOUSING PROGRAMS					Total Check Amount:	\$1,632.00
V53865	INLAND ROUND BALL OFFICIALS INC.	12/15/2023	31906	110404424	REFEREE FEE 12/3-12/5	\$1,060.00
INLAND ROUND BALL OFFICIALS INC.					Total Check Amount:	\$1,060.00
V53866	SARA JACKSON	12/15/2023	31840	110404215	BODY PUMP	\$180.00
SARA JACKSON					Total Check Amount:	\$180.00
V53867	PAMELA JOHNSTON	12/15/2023	28025	110404215	ZUMBA	\$430.00
PAMELA JOHNSTON					Total Check Amount:	\$430.00
V53868	KRISTI L KANEL	12/15/2023	22868	110404215	ZUMBA/CYCLE/LOWIMP/SS	\$730.00

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KRISTI L KANEL					Total Check Amount:	\$730.00
V53869	KEENAN & ASSOCIATES	12/15/2023	22439	470141483	2024 WC CLM ADMIN FEE	\$7,500.00
		12/15/2023	22439	470141483	2024 WORKERS COMP #1	\$11,389.33
KEENAN & ASSOCIATES					Total Check Amount:	\$18,889.33
V53870	KELLY SPICERS	12/15/2023	18883	110141441	PAPER	\$1,223.06
KELLY SPICERS					Total Check Amount:	\$1,223.06
V53871	KELLY SPICERS STORES	12/15/2023	31267	110141441	PAPER	\$292.43
KELLY SPICERS STORES					Total Check Amount:	\$292.43
V53872	FRANCESCO LA TORRE	12/15/2023	24398	110404521	MILEAGE NOV 2023	\$121.18
FRANCESCO LA TORRE					Total Check Amount:	\$121.18
V53873	BERRY LIANG	12/15/2023	25640	110404215	CYCLE/TRX	\$180.00
		12/15/2023	25640	110404215	PERSONAL TRAINER	\$433.80
BERRY LIANG					Total Check Amount:	\$613.80
V53874	LIEBERT CASSIDY WHITMORE	12/15/2023	2489	110141481	PROF SVCS 00028 OCT23	\$3,448.00
		12/15/2023	2489	110141481	PROF SVCS 00025 OCT23	\$917.43
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$4,365.43
V53875	LINCOLN AQUATICS	12/15/2023	17902	110404422	CHEM TEST DISK	\$294.21
LINCOLN AQUATICS					Total Check Amount:	\$294.21
V53876	LINEGEAR	12/15/2023	23894	110222221	BOOTS	\$770.41
		12/15/2023	23894	110222231	UNIFORM	\$316.79
		12/15/2023	23894	110222211	UNIFORM PANTS	\$246.75
LINEGEAR					Total Check Amount:	\$1,333.95
V53877	LONG BEACH BMW	12/15/2023	18120	480515161	CLEANER SPRAY	\$34.09
		12/15/2023	18120	480515161	FILTER	\$85.38
LONG BEACH BMW					Total Check Amount:	\$119.47
V53878	TANYA LOSCUTOFF	12/15/2023	22092	110404215	PERSONAL TRAINER	\$1,012.10
		12/15/2023	22092	110404215	SUPER SCULPT	\$120.00
TANYA LOSCUTOFF					Total Check Amount:	\$1,132.10
V53879	MADISON RAE MAHER	12/15/2023	30612	110212111	FORCE OPTIONS SB 230	\$24.00
MADISON RAE MAHER					Total Check Amount:	\$24.00
V53880	LORI MAIER	12/15/2023	31187	110404215	ZUMBA	\$360.00
LORI MAIER					Total Check Amount:	\$360.00
V53881	ANDREA MCGRANAHAN	12/15/2023	26046	110404215	FM/BARRE/FS/LI/PS/TRX	\$1,275.00
		12/15/2023	26046	110404215	PERSONAL TRAINER	\$242.10
ANDREA MCGRANAHAN					Total Check Amount:	\$1,517.10
V53882	JACI MILLER	12/15/2023	31823	110404215	PERSONAL TRAINER	\$80.40
JACI MILLER					Total Check Amount:	\$80.40
V53883	ARLENE MINER	12/15/2023	21410	110141411	XMAS ACTIVITY SNACKS	\$9.99

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ARLENE MINER						Total Check Amount: \$9.99
V53884	MINER, LTD	12/15/2023	27173	490515151	GATE REPAIR FS1	\$891.39
MINER, LTD						Total Check Amount: \$891.39
V53885	MINNESOTA LIFE INSURANCE COMPANY	12/15/2023	30640	110	34730 LIFE INS DEC23	\$6,535.13
MINNESOTA LIFE INSURANCE COMPANY						Total Check Amount: \$6,535.13
V53886	CAITLIN MOHNEY	12/15/2023	29108	110404521	YOGA (BSC) NOV 2023	\$120.00
CAITLIN MOHNEY						Total Check Amount: \$120.00
V53887	JENNIFER MONZON-SCROFINI	12/15/2023	20158	110404215	FS/HIIT/TRX/FMTHXGVNG	\$405.00
JENNIFER MONZON-SCROFINI						Total Check Amount: \$405.00
V53888	NATASHA MOORE	12/15/2023	10711	110404215	BODY PUMP	\$240.00
NATASHA MOORE						Total Check Amount: \$240.00
V53889	MUNICIPAL DENTAL POOL	12/15/2023	30638	110	DELTA DENTAL DEC 2023	\$16,463.25
MUNICIPAL DENTAL POOL						Total Check Amount: \$16,463.25
V53890	ADRIANA MUNOZ	12/15/2023	27997	110404215	ZUMBA	\$28.00
ADRIANA MUNOZ						Total Check Amount: \$28.00
V53891	NAVIGATE360, LLC	12/15/2023	32648	950000000	ILJAOC P3TIPS-CRMSTOP	\$3,090.00
NAVIGATE360, LLC						Total Check Amount: \$3,090.00
V53892	ORANGE COAST PETROLEUM EQPT INC.	12/15/2023	28719	480515161	FUEL GAUGE	\$113.14
ORANGE COAST PETROLEUM EQPT INC.						Total Check Amount: \$113.14
V53893	ORANGE COUNTY KARATE CENTER LLC	12/15/2023	31160	110404145	INTRO KARATE	\$50.00
ORANGE COUNTY KARATE CENTER LLC						Total Check Amount: \$50.00
V53894	DAVID ALEJANDRO ORTIZ	12/15/2023	30613	110212111	TRAINING MILEAGE	\$230.10
DAVID ALEJANDRO ORTIZ						Total Check Amount: \$230.10
V53895	PARKHOUSE TIRE, INC.	12/15/2023	22120	480515161	POLY FILL TIRES	\$2,070.41
PARKHOUSE TIRE, INC.						Total Check Amount: \$2,070.41
V53896	IRACEMA PERDOMO	12/15/2023	14135	110404215	CYCLE	\$180.00
IRACEMA PERDOMO						Total Check Amount: \$180.00
V53897	PLUMBING WHOLESALE OUTLET, INC.	12/15/2023	18392	490515151	GLOVES	\$31.97
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$31.97
V53898	KAYLA RABJOHNS	12/15/2023	28472	110404215	CIRCUIT/KINSTRETCH	\$180.00
KAYLA RABJOHNS						Total Check Amount: \$180.00
V53899	RCS INVESTIGATIONS & CONSULTING LLC	12/15/2023	22534	110212111	BCKGRND INVESTIGATION	\$2,525.00
RCS INVESTIGATIONS & CONSULTING LLC						Total Check Amount: \$2,525.00
V53900	READWRITE EDUCATIONAL	12/15/2023	3444	110404145	READING DEVELOPMENT	\$105.00
READWRITE EDUCATIONAL						Total Check Amount: \$105.00
V53901	RICHARDS, WATSON & GERSHON	12/15/2023	8978	110111112	0001 GEN LGL SVCS OCT	\$9,580.58

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V53901	RICHARDS, WATSON & GERSHON	12/15/2023	8978	280323215	0001 GEN LGL SVCS OCT	\$209.00
		12/15/2023	8978	420141424	0001 GEN LGL SVCS OCT	\$171.00
		12/15/2023	8978	430515123	0001 GEN LGL SVCS OCT	\$418.00
		12/15/2023	8978	440515122	9999 GEN LGL SVCS OCT	\$322.00
		12/15/2023	8978	110111112	9999 GEN LGL SVCS OCT	\$10,319.60
		12/15/2023	8978	280323215	9999 GEN LGL SVCS OCT	\$415.00
		12/15/2023	8978	440515122	0001 GEN LGL SVCS OCT	\$1,158.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$22,593.18
V53902	MARY M. SAMBRANO	12/15/2023	28001	110404521	ZUMBA GOLD NOV 2023	\$40.00
MARY M. SAMBRANO					Total Check Amount:	\$40.00
V53903	SC FUELS	12/15/2023	16654	480515161	UNL ETH 3210 GALS	\$12,858.11
SC FUELS					Total Check Amount:	\$12,858.11
V53904	CYNTHIA MARGARET SCHWARTZ	12/15/2023	32371	110404521	ZUMBA GOLD NOV 2023	\$120.00
CYNTHIA MARGARET SCHWARTZ					Total Check Amount:	\$120.00
V53905	SHAMBHALA MARTIAL ARTS INC	12/15/2023	28430	110404145	KIDS TAEKWONDO	\$50.00
SHAMBHALA MARTIAL ARTS INC					Total Check Amount:	\$50.00
V53906	ISMAEL O SILVA	12/15/2023	24370	110404215	ZUMBA	\$60.00
ISMAEL O SILVA					Total Check Amount:	\$60.00
V53907	SITEONE LANDSCAPE SUPPLY, LLC	12/15/2023	25942	465515149	15 PINE TREES PLANTED	\$1,725.69
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$1,725.69
V53908	SKYHAWKS SPORTS ACADEMY, INC.	12/15/2023	18097	110404145	MULTISPORTS	\$342.00
SKYHAWKS SPORTS ACADEMY, INC.					Total Check Amount:	\$342.00
V53909	DONNA SMITH	12/15/2023	26136	110404145	DANCE LESSONS	\$1,036.80
DONNA SMITH					Total Check Amount:	\$1,036.80
V53910	SOOTHING ESCAPE MASSAGE LLC	12/15/2023	31650	110404215	KINSTRETCH/YOGA	\$240.00
		12/15/2023	31650	110404215	MASSAGE THERAPY	\$219.40
SOOTHING ESCAPE MASSAGE LLC					Total Check Amount:	\$459.40
V53911	STEAMX LLC	12/15/2023	24072	480515161	GASKETS	\$88.31
		12/15/2023	24072	480515161	PRSSURE WSHR RPR 1518	\$724.74
STEAMX LLC					Total Check Amount:	\$813.05
V53912	STEVE A. FILARSKY, ATTORNEY-AT-LAW	12/15/2023	31186	110141481	PROF LEGAL SVCS NOV23	\$1,360.00
STEVE A. FILARSKY, ATTORNEY-AT-LAW					Total Check Amount:	\$1,360.00
V53913	WEDNESDAY STEVENSON	12/15/2023	32549	110404215	YOGA	\$28.00
WEDNESDAY STEVENSON					Total Check Amount:	\$28.00
V53914	STOVER SEED COMPANY	12/15/2023	15803	110515144	SEEDS - SPORTS PARK	\$7,165.38
STOVER SEED COMPANY					Total Check Amount:	\$7,165.38
V53915	SUPERIOR ALARM SYSTEMS	12/15/2023	11074	110404541	ARTGALLERY ALARM PROG	\$49.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$49.00

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V53916	TUMBLE-N-KIDS INC.	12/15/2023	32167	110404145	KIDS GYMNASTICS	\$1,859.40
TUMBLE-N-KIDS INC.					Total Check Amount:	\$1,859.40
V53917	TURBO DATA SYSTEMS, INC.	12/15/2023	1472	110212122	HHTPM LEASE NOV 2023	\$312.48
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$312.48
V53918	EDEN TURNER	12/15/2023	21951	110404215	BODY PUMP	\$270.00
EDEN TURNER					Total Check Amount:	\$270.00
V53919	TYLER TECHNOLOGIES, INC.	12/15/2023	25937	951	ILJAOC CRASHRPT SW GG	\$2,730.00
TYLER TECHNOLOGIES, INC.					Total Check Amount:	\$2,730.00
V53920	NATASHA UMRIGAR-MOLLA	12/15/2023	32097	110404215	YOGA	\$150.00
NATASHA UMRIGAR-MOLLA					Total Check Amount:	\$150.00
V53921	US BANK XX0338 CITY MGR	12/15/2023	24704	110	CALCARD MGMT 112223	\$34.47
		12/15/2023	24704	440515122	CALCARD MGMT 112223	\$59.14
		12/15/2023	24704	110	CALCARD MGMT 112223BB	\$35.98
		12/15/2023	24704	110111143	CALCARD MGMT 112223	\$1,088.68
		12/15/2023	24704	110111151	CALCARD MGMT 112223	\$390.16
		12/15/2023	24704	480515161	CALCARD MGMT 112223	\$97.54
		12/15/2023	24704	110111111	CALCARD MGMT 112223	\$1,782.40
		12/15/2023	24704	902009100	CALCARD MGMT 112223	\$14.90
US BANK XX0338 CITY MGR					Total Check Amount:	\$3,503.27
V53922	US BANK XX0312 HR	12/15/2023	24776	110212133	CALCARDS HR 112223	\$60.00
		12/15/2023	24776	110141481	CALCARDS HR 112223	\$4,011.48
		12/15/2023	24776	470141483	CALCARDS HR 112223	\$82.79
US BANK XX0312 HR					Total Check Amount:	\$4,154.27
V53925	US BANK XX0593 COMM SVC	12/15/2023	24777	110	CALCARDS-KS-112223	\$241.06
		12/15/2023	24777	110404154	CALCARD-NA-112223	\$131.82
		12/15/2023	24777	110404211	CALCARD-AC-112223	\$969.75
		12/15/2023	24777	110404211	CALCARD-MKM-11222023	\$506.40
		12/15/2023	24777	110404215	CALCARD-TV-11222023	\$311.51
		12/15/2023	24777	110404311	CALCARD-LT-11222023	\$33.00
		12/15/2023	24777	110404421	CALCARD-HE-11222023	\$214.59
		12/15/2023	24777	110404421	CALCARD-VC-112223	\$327.59
		12/15/2023	24777	110404424	CALCARD-TV-11222023	\$20.46
		12/15/2023	24777	110	CALCARDS-AR-112223BB	\$4.41
		12/15/2023	24777	110	CALCARDS-HE-112223BB	\$64.60
		12/15/2023	24777	110404224	CALCARD-SS-11222023	(\$59.28)
		12/15/2023	24777	110404311	CALCARD-CH-11222023	\$37.07
		12/15/2023	24777	110404424	CALCARD-BH-11222023	\$493.12
		12/15/2023	24777	110404521	CALCARD-TT-11222023	\$1,502.54

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V53925	US BANK XX0593 COMM SVC	12/15/2023	24777	110404541	CALCARD-KC-112223	\$3,478.69
		12/15/2023	24777	110404542	CALCARD-HH-11222023	\$447.05
		12/15/2023	24777	110	CALCARDS-KS-112223BB	\$48.99
		12/15/2023	24777	110404211	CALCARD-HE-11222023	\$346.94
		12/15/2023	24777	110404215	CALCARD-DA-112223	\$1,390.53
		12/15/2023	24777	110404217	CALCARD-VU-11222023	\$728.63
		12/15/2023	24777	110404425	CALCARD-MKM-11222023	\$173.06
		12/15/2023	24777	110404425	CALCARD-SS-11222023	\$724.33
		12/15/2023	24777	110404429	CALCARD-MKM-11222023	\$887.79
		12/15/2023	24777	110404521	CALCARD-FL-11222023	\$3,495.07
		12/15/2023	24777	110	CALCARDS-JE-112223	\$30.14
		12/15/2023	24777	110111111	CALCARDS-AR-112223	\$86.82
		12/15/2023	24777	110404215	CALCARD-AC-112223	\$1,101.96
		12/15/2023	24777	110404311	CALCARD-AR-11222023	\$439.50
		12/15/2023	24777	110404311	CALCARD-CE-112223	\$39.05
		12/15/2023	24777	110404311	CALCARD-HE-11222023	\$1,199.91
		12/15/2023	24777	110404421	CALCARD-KS-11222023	\$3,662.57
		12/15/2023	24777	110404421	CALCARD-MKM-11222023	\$94.78
		12/15/2023	24777	110404429	CALCARD-VU-11222023	\$169.13
		12/15/2023	24777	110404521	CALCARD-AM-11222023	\$112.10
		12/15/2023	24777	110404521	CALCARD-NG-11222023	\$141.92
		12/15/2023	24777	110404521	CALCARD-RM-11222023	\$10.76
		12/15/2023	24777	110404523	CALCARD-JE-112223	\$961.06
		12/15/2023	24777	110404542	CALCARD-HE-11222023	\$1,868.53
		12/15/2023	24777	110404542	CALCARD-KK-11222023	\$3,686.29
US BANK XX0593 COMM SVC					Total Check Amount:	\$30,124.24
V53926	US BANK XX0502 COMM & MKTG	12/15/2023	24778	110111143	CALCARDS 112223	\$95.66
		12/15/2023	24778	110111151	CALCARDS 112223	\$1,072.01
		12/15/2023	24778	110111152	CALCARDS 112223	\$1,193.94
		12/15/2023	24778	110404311	CALCARDS 112223	\$20.00
		12/15/2023	24778	110111111	CALCARDS 112223	\$105.01
		12/15/2023	24778	110111153	CALCARDS 112223	\$1,008.63
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$3,495.25
V53927	US BANK XX0353 COMM DEV	12/15/2023	24779	110	CALCARDS COMDV 112223	\$19.33
		12/15/2023	24779	110111143	CALCARDS COMDV 112223	\$20.12
		12/15/2023	24779	110323231	CALCARDS 112223	\$582.70
		12/15/2023	24779	110111111	CALCARDS COMDV 112223	\$28.64

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V53927	US BANK XX0353 COMM DEV	12/15/2023	24779	110323212	CALCARDS 112223	\$515.58
		12/15/2023	24779	110323214	CALCARDS 112223	\$1,221.08
US BANK XX0353 COMM DEV					Total Check Amount:	\$2,387.45
V53928	US BANK XX0270 ADMIN SVCS	12/15/2023	24781	110141411	CALCARDS FIN 112223	\$328.00
		12/15/2023	24781	110141431	CALCARDS FIN 112223	\$25.58
		12/15/2023	24781	110111161	CALCARDS 112223	\$1,039.41
		12/15/2023	24781	110111111	CALCARDS FIN 112223	\$119.07
		12/15/2023	24781	110111143	CALCARDS 112223	\$19.37
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$1,531.43
V53929	US BANK XX0650 FIRE	12/15/2023	24782	110141481	CALCARDS FIRE 112223	\$23.41
		12/15/2023	24782	110222213	CALCARDS 112223	\$21.57
		12/15/2023	24782	110222221	CALCARDS 112223	\$2,842.35
		12/15/2023	24782	110222223	CALCARDS 112223	\$1,154.75
		12/15/2023	24782	480515161	CALCARDS FIRE 112223	\$58.77
		12/15/2023	24782	110222231	CALCARDS 112223	\$444.10
		12/15/2023	24782	174222222	CALCARDS 112223	\$412.00
		12/15/2023	24782	110222211	CALCARDS 112223	\$1,117.47
		12/15/2023	24782	110222221	CALCARDS FIRE 112223	(\$94.05)
US BANK XX0650 FIRE					Total Check Amount:	\$5,980.37
V53930	US BANK XX0346 IT	12/15/2023	24783	110222223	CAL CARDS IT 112223	\$29.98
		12/15/2023	24783	280323215	CAL CARDS IT 112223	\$25.00
		12/15/2023	24783	475141471	CAL CARDS IT 112223	\$7,728.22
		12/15/2023	24783	110515125	CAL CARDS IT 112223	\$98.37
		12/15/2023	24783	110404311	CAL CARDS IT 112223	\$595.55
		12/15/2023	24783	460141474	CAL CARDS IT 112223	\$267.84
		12/15/2023	24783	865111143	CAL CARDS IT 112223	\$29.98
US BANK XX0346 IT					Total Check Amount:	\$8,774.94
V53933	US BANK XX0221 PW	12/15/2023	24784	110323212	CALCARDS PW 112223	\$34.99
		12/15/2023	24784	410515124	CALCARDS 112223	\$59.78
		12/15/2023	24784	420515131	CALCARDS 112223	\$1,793.80
		12/15/2023	24784	490515152	CALCARDS 112223	\$388.86
		12/15/2023	24784	110404421	CALCARDS PW 112223	\$248.58
		12/15/2023	24784	110515111	CALCARDS 112223	\$774.13
		12/15/2023	24784	110515141	CALCARDS 112223	\$280.94
		12/15/2023	24784	480515161	CALCARDS 112223	\$3,484.68
		12/15/2023	24784	110515125	CALCARDS 112223	\$2,981.99
		12/15/2023	24784	110515143	CALCARDS 112223	\$583.35

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V53933	US BANK XX0221 PW	12/15/2023	24784	430515123	CALCARDS 112223	\$80.00
		12/15/2023	24784	110141481	CALCARDS PW 112223	\$61.32
		12/15/2023	24784	110212121	CALCARDS PW 112223	\$249.18
		12/15/2023	24784	110515121	CALCARDS 112223	\$992.78
		12/15/2023	24784	490515151	CALCARDS 112223	\$2,934.60
US BANK XX0221 PW					Total Check Amount:	\$14,948.98
V53935	US BANK XX0544 POLICE	12/15/2023	24785	110212111	CAL CARDS 11/22/23	\$12,514.04
		12/15/2023	24785	110212133	CAL CARDS 11/22/23	\$1,009.59
		12/15/2023	24785	110	CAL CARDS 112223	(\$19.62)
		12/15/2023	24785	110212131	CAL CARDS 11/22/23	\$2,000.83
		12/15/2023	24785	110212134	CAL CARDS 11/22/23	\$7,114.81
		12/15/2023	24785	110212142	CAL CARDS 11/22/23	\$690.00
		12/15/2023	24785	902009100	CAL CARDS PD 11/22/23	\$20.00
		12/15/2023	24785	110212132	CAL CARDS 11/22/23	\$27.98
		12/15/2023	24785	110212141	CAL CARDS 11/22/23	\$500.17
		12/15/2023	24785	110212121	CAL CARDS 11/22/23	\$4,430.62
		12/15/2023	24785	172	CAL CARDS PD 112223	(\$261.77)
		12/15/2023	24785	172212133	CAL CARDS 11/22/23	\$3,639.46
		12/15/2023	24785	480515161	CAL CARDS PD 11/22/23	\$1,379.01
US BANK XX0544 POLICE					Total Check Amount:	\$33,045.12
V53936	US BANK XX3401 PW- ADMIN	12/15/2023	24786	440515122	CALCARDS PWA 112223	\$531.54
		12/15/2023	24786	110515111	CALCARDS PWA 112223	\$328.24
		12/15/2023	24786	110515171	CALCARDS PWA 112223	\$380.44
		12/15/2023	24786	410515132	CALCARDS PWA 112223	\$6.44
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$1,246.66
V53937	VISTA PAINT CORPORATION	12/15/2023	4573	490515151	PAINT	\$346.85
VISTA PAINT CORPORATION					Total Check Amount:	\$346.85
V53938	VORTEX	12/15/2023	15007	490515151	APP BAY DOOR RPR FS3	\$1,576.25
		12/15/2023	15007	490515151	GATE REPAIR - FS1	\$962.50
		12/15/2023	15007	110515125	DOOR REPAIR - DT PS1	\$1,754.42
		12/15/2023	15007	490515151	GATE REPAIR - FS2	\$2,409.15
		12/15/2023	15007	490515151	FIRE DOOR RPR-THEATRE	\$584.00
VORTEX					Total Check Amount:	\$7,286.32
V53939	WALTERS WHOLESALE ELECTRIC	12/15/2023	1667	110515141	LIGHT BULBS	\$316.23
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$316.23
V53940	WEST COAST SAND & GRAVEL, INC.	12/15/2023	11519	420515131	BASE	\$759.78
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$759.78
V53941	WEST GROVE VOLLEYBALL, LLC	12/15/2023	32196	110404145	VOLLEYBALL LESSONS	\$676.20

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
WEST GROVE VOLLEYBALL, LLC					Total Check Amount:	\$676.20
V53942	YOUNG REMBRANDTS	12/15/2023	15831	110404145	ELEM+CARTOON DRAWING	\$384.00
YOUNG REMBRANDTS					Total Check Amount:	\$384.00
V53943	REBECCA YOUNT	12/15/2023	31473	110404215	SILVER SNEAKERS	\$120.00
REBECCA YOUNT					Total Check Amount:	\$120.00
Voucher Subtotal						\$372,631.24

TOTAL \$510,715.13

City Disbursement Register

Between Dec 18, 2023 12:00 AM and Dec 22, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194344	AGA ENGINEERS, INC	12/22/2023	30567	510707717	ENGG SUPP SVCS OCT23	\$2,880.00
AGA ENGINEERS, INC					Total Check Amount:	\$2,880.00
194345	ARC DOCUMENT SOLUTIONS, LLC	12/22/2023	23645	510707978	PLAN COPIES	\$1,584.17
ARC DOCUMENT SOLUTIONS, LLC					Total Check Amount:	\$1,584.17
194346	ARCHITECTS ORANGE LLP DBA AO	12/22/2023	32698	430515123	PROF SVCS OCT 2023	\$2,597.00
		12/22/2023	32698	430515123	PROF SVCS SEPT 2023	\$2,251.27
		12/22/2023	32698	420515131	PROF SVCS OCT 2023	\$2,597.00
		12/22/2023	32698	430515123	PROF SVCS NOV 2023	\$2,450.96
		12/22/2023	32698	490515151	PROF SVCS OCT 2023	\$4,081.00
		12/22/2023	32698	420515131	PROF SVCS NOV 2023	\$2,450.96
		12/22/2023	32698	420515131	PROF SVCS SEPT 2023	\$2,251.27
		12/22/2023	32698	490515151	PROF SVCS NOV 2023	\$3,851.51
		12/22/2023	32698	490515151	PROF SVCS SEPT 2023	\$3,537.71
ARCHITECTS ORANGE LLP DBA AO					Total Check Amount:	\$26,068.68
194347	ARDURRA GROUP, INC.	12/22/2023	29147	510707329	PROF ENGG SVCS OCT23	\$1,028.94
		12/22/2023	29147	510707466	PROF ENGG SVCS OCT23	\$1,028.94
		12/22/2023	29147	510707609	PROF ENGG SVCS OCT23	\$1,028.94
		12/22/2023	29147	510707633	PROF ENGG SVCS OCT23	\$11,616.47
		12/22/2023	29147	510707633	PROF ENGG SVCS SEPT23	\$14,073.35
		12/22/2023	29147	510707329	PROF ENGG SVCS NOV23	\$694.70
		12/22/2023	29147	510707479	PROF ENGG SVCS NOV23	\$694.70
		12/22/2023	29147	510707631	PROF ENGG SVCS NOV23	\$714.20
		12/22/2023	29147	510707631	PROF ENGG SVCS OCT23	\$1,009.44
		12/22/2023	29147	510707633	PROF ENGG SVCS NOV23	\$714.72
		12/22/2023	29147	510707479	PROF ENGG SVCS OCT23	\$1,028.94
		12/22/2023	29147	510707609	PROF ENGG SVCS NOV23	\$694.70
		12/22/2023	29147	510707466	PROF ENGG SVCS NOV23	\$694.70
		12/22/2023	29147	510707626	PROF ENGG SVCS NOV23	\$715.20
		12/22/2023	29147	510707626	PROF ENGG SVCS OCT23	\$1,008.44
ARDURRA GROUP, INC.					Total Check Amount:	\$36,746.38
194348	AT&T	12/22/2023	22050	475141471	6853484805 12-11-23	\$1,900.55
		12/22/2023	22050	475141471	5998854808 12-11-23	\$1,287.10
AT&T					Total Check Amount:	\$3,187.65
194349	AT&T CALNET	12/22/2023	20391	475141471	CALNET OCT/NOV 2023	\$7,414.19
AT&T CALNET					Total Check Amount:	\$7,414.19
194350	AT&T LONG DISTANCE	12/22/2023	1737	475141471	807752441 12/3-1/2	\$49.17
AT&T LONG DISTANCE					Total Check Amount:	\$49.17
194351	AXON ENTERPRISE, INC.	12/22/2023	28286	950000000	ILJAOC ATTYPREM CRMST	\$433,500.00

City Disbursement Register

Between Dec 18, 2023 12:00 AM and Dec 22, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
AXON ENTERPRISE, INC.					Total Check Amount:	\$433,500.00
194352	BRANDWELL	12/22/2023	32326	110404421	2024 ORNAMENTS	\$648.38
BRANDWELL					Total Check Amount:	\$648.38
194353	CARBON HEALTH MEDICAL GROUP	12/22/2023	31936	110141481	HR MED SVCS NOV 2023	\$100.00
CARBON HEALTH MEDICAL GROUP					Total Check Amount:	\$100.00
194354	CHARTER COMMUNICATIONS	12/22/2023	31694	110141481	CABLE CHGS DEC/JAN24	\$17.77
		12/22/2023	31694	110212111	CABLE CHGS DEC/JAN24	\$384.69
		12/22/2023	31694	110404211	CABLE CHGS DEC/JAN24	\$250.89
		12/22/2023	31694	110404521	CABLE CHGS DEC/JAN24	\$38.67
		12/22/2023	31694	110111151	CABLE CHGS DEC/JAN24	\$69.03
		12/22/2023	31694	110111161	CABLE CHGS DEC/JAN24	\$17.77
		12/22/2023	31694	110222211	CABLE CHGS DEC/JAN24	\$71.06
		12/22/2023	31694	110404311	CABLE CHGS DEC/JAN24	\$17.77
		12/22/2023	31694	110111143	CABLE CHGS DEC/JAN24	\$34.52
		12/22/2023	31694	110323212	CABLE CHGS DEC/JAN24	\$86.80
		12/22/2023	31694	420515131	CABLE CHGS DEC/JAN24	\$272.07
		12/22/2023	31694	490515151	CABLE CHGS DEC/JAN24	\$17.77
CHARTER COMMUNICATIONS					Total Check Amount:	\$1,278.81
194355	CHARTER COMMUNICATIONS	12/22/2023	31694	110111143	CABLE CHGS DEC/JAN24	\$95.13
CHARTER COMMUNICATIONS					Total Check Amount:	\$95.13
194356	KUO-HSIUNG CHEN	12/22/2023	32719	420	WATER ACCT REFUND	\$78.49
KUO-HSIUNG CHEN					Total Check Amount:	\$78.49
194357	CLIVE CHEUNG	12/22/2023	32712	420	WATER ACCT REFUND	\$71.57
CLIVE CHEUNG					Total Check Amount:	\$71.57
194358	CINTAS	12/22/2023	24347	110404211	FIRST AID RESTOCK BCC	\$144.58
		12/22/2023	24347	110404542	FIRST AID RESTCK THTR	\$75.53
CINTAS					Total Check Amount:	\$220.11
194359	CIVILTEC ENGINEERING INC.	12/22/2023	2581	510707479	PROF SVCS THRU 11/3	\$16,565.00
		12/22/2023	2581	510707479	PROF SVCS THRU 9/30	\$19,035.00
		12/22/2023	2581	510707631	PROF SVCS THRU 9/30	\$3,215.00
		12/22/2023	2581	510707960	PROF SVCS THRU 9/30	\$1,587.25
		12/22/2023	2581	510707631	PROF SVCS THRU 11/3	\$575.00
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$40,977.25
194360	CLA-VAL CO.	12/22/2023	15266	420515131	CLAVALVE MNT-EASTSIDE	\$3,433.81
		12/22/2023	15266	420515131	CLAVALVE MNT-WESTSIDE	\$6,280.91
CLA-VAL CO.					Total Check Amount:	\$9,714.72
194361	JOLETTE CORBETT	12/22/2023	32711	420	WATER ACCT REFUND	\$7.41
JOLETTE CORBETT					Total Check Amount:	\$7.41

City Disbursement Register

Between Dec 18, 2023 12:00 AM and Dec 22, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194362	COUNTY OF ORANGE	12/22/2023	4799	110212122	PRKNG CITATIONS NOV23	\$2,904.50
COUNTY OF ORANGE					Total Check Amount:	\$2,904.50
194363	JOSEPH COVEY	12/22/2023	32205	110323231	PLANNING COMM 12/12	\$50.00
JOSEPH COVEY					Total Check Amount:	\$50.00
194364	CPSI - PROPERTY SPECIALISTS, INC.	12/22/2023	26951	510707251	CIP MGMT MAY 2023	\$375.00
		12/22/2023	26951	510707251	CIP MGMT JUN 2023	\$1,165.00
		12/22/2023	26951	510707251	CIP MGMT AUG 2023	\$787.50
		12/22/2023	26951	510707251	CIP MGMT JUL 2023	\$150.00
		12/22/2023	26951	510707251	CIP MGMT SEPT 2023	\$3,835.00
		12/22/2023	26951	510707251	CIP MGMT AUG 2022	\$968.75
		12/22/2023	26951	510707251	CIP MGMT OCT 2022	\$125.00
CPSI - PROPERTY SPECIALISTS, INC.					Total Check Amount:	\$7,406.25
194365	CREATE A PARTY RENTALS	12/22/2023	7113	110404421	TREE LIGHTING RENTALS	\$661.00
CREATE A PARTY RENTALS					Total Check Amount:	\$661.00
194366	CREATIVE BUS SALES, INC.	12/22/2023	32353	480515161	SHUTTLE REPAIR #2202	\$3,921.64
CREATIVE BUS SALES, INC.					Total Check Amount:	\$3,921.64
194367	CRIMESCENEINFORMATION	12/22/2023	32705	950000000	ILJAOC CRMSTP JAN-JUN	\$1,452.00
CRIMESCENEINFORMATION					Total Check Amount:	\$1,452.00
194368	DAVE BANG ASSOCIATES, INC.	12/22/2023	18053	510707978	PROF SVCS P+P BOND	\$1,414.87
DAVE BANG ASSOCIATES, INC.					Total Check Amount:	\$1,414.87
194369	DEPARTMENT OF INDUSTRIAL RELATIONS	12/22/2023	21957	470141483	7131 23/24 ASSESSMENT	\$73,432.80
DEPARTMENT OF INDUSTRIAL RELATIONS					Total Check Amount:	\$73,432.80
194370	SOUTHERN CALIFORNIA EDISON	12/22/2023	3343	110515121	ELECTRICITY NOV/DEC23	\$3,094.47
		12/22/2023	3343	110515148	ELECTRICITY NOV/DEC23	\$77.49
		12/22/2023	3343	490515151	ELECTRICITY NOV/DEC23	\$15.53
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$3,187.49
194371	MATTHEW EURICH	12/22/2023	32709	420	WATER ACCT REFUND	\$23.02
MATTHEW EURICH					Total Check Amount:	\$23.02
194372	FIRE APPARATUS SOLUTIONS	12/22/2023	32076	480515161	AIR FAN	\$692.35
FIRE APPARATUS SOLUTIONS					Total Check Amount:	\$692.35
194373	FRONTIER COMMUNICATIONS	12/22/2023	26183	420515131	5621821023 12/7-1/6	\$58.56
FRONTIER COMMUNICATIONS					Total Check Amount:	\$58.56
194374	THE GAS COMPANY	12/22/2023	3749	420515131	GAS NOV/DEC 2023	\$15.29
		12/22/2023	3749	490515151	GAS NOV/DEC 2023	\$6,024.21
THE GAS COMPANY					Total Check Amount:	\$6,039.50
194375	JAMIE GROSS	12/22/2023	32720	420	WATER ACCT REFUND	\$97.45
JAMIE GROSS					Total Check Amount:	\$97.45
194376	CYNTHIA HAEBE	12/22/2023	31769	110212111	CRIME ANALYSS JUL-SEP	\$8,231.25

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
CYNTHIA HAEBE					Total Check Amount:	\$8,231.25
194377	NESRIN HALWANI	12/22/2023	32721	420	WATER ACCT REFUND	\$129.10
NESRIN HALWANI					Total Check Amount:	\$129.10
194378	HARRINGTON GEOTECHNICAL ENG.INC.	12/22/2023	15251	510707299	GEOTECH SVCS NOV 2023	\$690.00
		12/22/2023	15251	510707965	GEOTECH SVCS DEC 2023	\$6,103.00
		12/22/2023	15251	510707965	GEOTECH SVCS SEPT23	\$12,477.50
		12/22/2023	15251	510707965	GEOTECH SVCS OCT 2023	\$5,250.50
HARRINGTON GEOTECHNICAL ENG.INC.					Total Check Amount:	\$24,521.00
194379	HERITAGE PLAZA	12/22/2023	29392	270323218	SENIOR SUBSIDY JAN24	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
194380	HOLLYDALE MOBILE ESTATES	12/22/2023	29393	270323218	SENIOR SUBSIDY JAN24	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
194381	HYDROPRO SOLUTIONS	12/22/2023	31845	420515131	WATER METERS+ENCODERS	\$13,058.24
HYDROPRO SOLUTIONS					Total Check Amount:	\$13,058.24
194382	IMPERIAL CAR WASH	12/22/2023	30976	480515161	CARWASH NOV 2023	\$703.56
IMPERIAL CAR WASH					Total Check Amount:	\$703.56
194383	ZANE JOHNSON	12/22/2023	32730	110404541	TTB23 CLOSING-MUSIC	\$200.00
ZANE JOHNSON					Total Check Amount:	\$200.00
194384	JIE KIM	12/22/2023	32722	420	WATER ACCT REFUND	\$139.00
JIE KIM					Total Check Amount:	\$139.00
194385	LAKE PARK BREA LP	12/22/2023	5289	270323218	SENIOR SUBSIDY JAN24	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
194386	FRANK LEE	12/22/2023	32713	420	WATER ACCT REFUND	\$62.67
FRANK LEE					Total Check Amount:	\$62.67
194387	LEON'S TRANSMISSION SERVICE, INC.	12/22/2023	12835	480515161	TRANSMSSION RPR #1410	\$1,251.42
LEON'S TRANSMISSION SERVICE, INC.					Total Check Amount:	\$1,251.42
194388	LOIS LILKE	12/22/2023	32724	420	WATER ACCT REFUND	\$37.42
LOIS LILKE					Total Check Amount:	\$37.42
194389	LINSKOTT, LAW & GREENSPAN ENGINEERS	12/22/2023	29408	110515171	TFC ENGG SVCS OCT23	\$9,055.00
		12/22/2023	29408	110515171	TFC ENGG SVCS SEPT23	\$10,126.50
		12/22/2023	29408	110515171	TFC ENGG SVCS MAY23	\$15,720.00
LINSKOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$34,901.50
194390	CHELSEA LEE LOWERY	12/22/2023	32725	420	WATER ACCT REFUND	\$92.77
CHELSEA LEE LOWERY					Total Check Amount:	\$92.77
194391	SARA LUCAS	12/22/2023	32723	420	WATER ACCT REFUND	\$55.66
SARA LUCAS					Total Check Amount:	\$55.66
194392	CHERYL LUKE	12/22/2023	32706	420	WATER ACCT REFUND	\$66.09
CHERYL LUKE					Total Check Amount:	\$66.09

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194393	WILLIAM D. MADDEN	12/22/2023	32206	110323231	PLANNING COMM 12/12	\$50.00
WILLIAM D. MADDEN					Total Check Amount:	\$50.00
194394	MARIPOSA LANDSCAPES, INC.	12/22/2023	27959	361515148	CITY FAC+TRAILS NOV23	\$115.49
		12/22/2023	27959	110515143	CITY FAC+TRAILS NOV23	\$5,954.32
		12/22/2023	27959	110515148	CITY FAC+TRAILS NOV23	\$2,120.27
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$8,190.08
194395	ANDREA MONTOYA	12/22/2023	32708	420	WATER ACCT REFUND	\$50.96
ANDREA MONTOYA					Total Check Amount:	\$50.96
194396	CHRISTINA MONTOYA	12/22/2023	32707	420	WATER ACCT REFUND	\$97.06
CHRISTINA MONTOYA					Total Check Amount:	\$97.06
194397	NATIONWIDE	12/22/2023	20975	110	4436 PET INS NOV 2023	\$1,356.02
NATIONWIDE					Total Check Amount:	\$1,356.02
194398	NEON ONE - ARTS PEOPLE	12/22/2023	31922	110404542	TICKETS FEES NOV 2023	\$813.10
NEON ONE - ARTS PEOPLE					Total Check Amount:	\$813.10
194399	ODP BUSINESS SOLUTIONS, LLC	12/22/2023	31709	110404521	OFFICE SUPPLIES	\$103.26
ODP BUSINESS SOLUTIONS, LLC					Total Check Amount:	\$103.26
194400	OLEN PROPERTIES C/O OLEN POINT	12/22/2023	32716	420	WATER ACCT REFUND	\$24.52
OLEN PROPERTIES C/O OLEN POINT					Total Check Amount:	\$24.52
194401	ORANGE VILLA SENIOR APARTMENTS	12/22/2023	29394	270323218	SENIOR SUBSIDY JAN24	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
194402	BLAKE SCOTT PEREZ	12/22/2023	32207	110323231	PLANNING COMM 12/12	\$50.00
BLAKE SCOTT PEREZ					Total Check Amount:	\$50.00
194403	PETTY CASH CUSTODIAN	12/22/2023	17795	110	PCF REPL 12/12/2023	\$99.56
PETTY CASH CUSTODIAN					Total Check Amount:	\$99.56
194404	PTS MARKETING GROUP	12/22/2023	31560	110111151	BREA LINE WINTER 2023	\$14,922.00
PTS MARKETING GROUP					Total Check Amount:	\$14,922.00
194405	PUBLIC RESTROOM COMPANY	12/22/2023	32158	510707978	AROV PK PREFAB SEPT23	\$14,531.00
		12/22/2023	32158	510707978	AROV PK PREFAB OCT23	\$271,006.00
		12/22/2023	32158	510707978	AROVPK RR PREFAB PP#2	\$55,471.00
		12/22/2023	32158	510707978	AROVPK RR PREFAB PP#3	\$30,520.00
		12/22/2023	32158	510707978	AROVPL RR PREFAB PP#4	\$341,767.00
		12/22/2023	32158	510707978	AROVPK PREFAB RR PP#1	\$15,992.00
PUBLIC RESTROOM COMPANY					Total Check Amount:	\$729,287.00
194406	RBI TRAFFIC, INC	12/22/2023	30571	84051517P	PLAN CHECK SVCS OCT23	\$1,912.50
		12/22/2023	30571	110000000	PLAN CHECK SVCS OCT23	(\$37.50)
		12/22/2023	30571	110515171	PLAN CHECK SVCS OCT23	\$300.00
RBI TRAFFIC, INC					Total Check Amount:	\$2,175.00
194407	RELIABLE EQUIPMENT RENTAL INC	12/22/2023	29131	420	WATER ACCT REFUND	\$2,560.17

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
RELIABLE EQUIPMENT RENTAL INC					Total Check Amount:	\$2,560.17
194408	RENNE SLOAN HOTLZMAN SAKAI, LLP	12/22/2023	27580	110141481	2023 COMPSURVEY NOV23	\$364.00
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$364.00
194409	REPUBLIC SERVICES #676	12/22/2023	23886	420515131	TRASH BIN RENTALS	\$3,792.28
REPUBLIC SERVICES #676					Total Check Amount:	\$3,792.28
194410	SANTIAGO ROOFING INC.	12/22/2023	32388	840000000	DEVELOPER FEE REFUND	\$335.00
SANTIAGO ROOFING INC.					Total Check Amount:	\$335.00
194411	MELANIE SCHLOTTERBECK	12/22/2023	27608	110323231	PLANNING COMM 12/12	\$50.00
MELANIE SCHLOTTERBECK					Total Check Amount:	\$50.00
194412	RYAN SIRES	12/22/2023	32714	420	WATER ACCT REFUND	\$68.58
RYAN SIRES					Total Check Amount:	\$68.58
194413	SOUTH COAST ELECTRICAL, INC.	12/22/2023	32080	480515161	GENERATOR RPR #1427	\$5,247.27
SOUTH COAST ELECTRICAL, INC.					Total Check Amount:	\$5,247.27
194414	B REX SPRAGGINS	12/22/2023	32717	420	WATER ACCT REFUND	\$2.31
B REX SPRAGGINS					Total Check Amount:	\$2.31
194415	STAGES THEATRE INC	12/22/2023	31558	110	IAWL WNTR24 PAYOUT #1	\$11,131.56
STAGES THEATRE INC					Total Check Amount:	\$11,131.56
194416	TARGET STORE T-2482 C/O ENGIE	12/22/2023	32726	420	WATER ACCT REFUND	\$1,488.48
TARGET STORE T-2482 C/O ENGIE					Total Check Amount:	\$1,488.48
194417	TAURUS TERMITE, INC.	12/22/2023	32731	290323215	HSG REH 1265 DRFTWOOD	\$1,930.00
TAURUS TERMITE, INC.					Total Check Amount:	\$1,930.00
194418	UNITED RENTALS NORTHWEST, INC.	12/22/2023	7051	420515131	CONCRETE	\$346.68
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$346.68
194419	DANIELLE VALADEZ	12/22/2023	32718	420	WATER ACCT REFUND	\$1.26
DANIELLE VALADEZ					Total Check Amount:	\$1.26
194420	SUNNY WANG	12/22/2023	32710	420	WATER ACCT REFUND	\$2.20
SUNNY WANG					Total Check Amount:	\$2.20
194421	WESTBERG + WHITE INC.	12/22/2023	32212	290404311	CDBG-SRCTR FEAS STUDY	\$28,800.00
WESTBERG + WHITE INC.					Total Check Amount:	\$28,800.00
194422	CHANG-HWA WONG	12/22/2023	32715	420	WATER ACCT REFUND	\$57.03
CHANG-HWA WONG					Total Check Amount:	\$57.03
194423	ZEUS MEDIA	12/22/2023	32732	950000000	ILJAO WEBSITE HOSTNG	\$125.00
ZEUS MEDIA					Total Check Amount:	\$125.00
194425	JAY'S CATERING	12/22/2023	32129	960000000	OCCMA JAN MTG-1/10/23	\$3,099.89
JAY'S CATERING					Total Check Amount:	\$3,099.89
Check Subtotal						\$1,567,303.49
V53944	ABBA TERMITE & PEST CONTROL	12/22/2023	15614	346515112	BEE HIVE REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$245.00

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V53945	ADMINISTRATIVE & PROF	12/22/2023	3344	110	4010 APEA MEMB 121523	\$576.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$576.00
V53946	THE ADVANTAGE GROUP	12/22/2023	24539	110	808B FSADEPCAR 121523	\$1,433.01
		12/22/2023	24539	110	808C FSA URMED 121523	\$5,798.98
THE ADVANTAGE GROUP					Total Check Amount:	\$7,231.99
V53947	AKAL CONSULTANTS	12/22/2023	19771	510707946	PROJ MGMT JUL-NOV23	\$7,990.00
AKAL CONSULTANTS					Total Check Amount:	\$7,990.00
V53948	LARRY ALANIS	12/22/2023	32661	110404424	UMPIRE FEE 12/11/2023	\$102.00
LARRY ALANIS					Total Check Amount:	\$102.00
V53949	ALTERNATIVE HOSE, INC.	12/22/2023	18488	480515161	HOSE ASSEMBLY	\$339.81
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$339.81
V53950	AVCOGAS PROPANE SALES & SERVICES	12/22/2023	22047	480515161	PROPANE 250.7 GALS	\$645.97
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$645.97
V53951	B & M LAWN AND GARDEN CENTER	12/22/2023	4699	110222223	CHAINSAW	\$346.63
B & M LAWN AND GARDEN CENTER					Total Check Amount:	\$346.63
V53952	BOYS & GIRLS CLUB	12/22/2023	32619	902009104	PROGRAM STAFF OCT23	\$4,730.40
BOYS & GIRLS CLUB					Total Check Amount:	\$4,730.40
V53953	BPSEA MEMORIAL FOUNDATION	12/22/2023	14990	110	4050 MEMORIAL 121523	\$133.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$133.00
V53954	BREA CITY EMPLOYEES ASSOCIATION	12/22/2023	3236	110	4005 BCEA MEMB 121523	\$720.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$720.00
V53955	BREA DISPOSAL, INC	12/22/2023	3330	440515122	REFUSE COLLECTN NOV23	\$193,485.42
BREA DISPOSAL, INC					Total Check Amount:	\$193,485.42
V53956	BREA FIREFIGHTERS ASSOCIATION	12/22/2023	3237	110	4016 ASSOCMEMB 121523	\$3,774.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$3,774.00
V53957	BREA POLICE ASSOCIATION	12/22/2023	3769	110	4030 BPA REG 121523	\$3,550.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,550.00
V53958	BREA POLICE ATHLETIC LEAGUE	12/22/2023	1068	110	5010 B.P.A.L. 121523	\$140.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$140.00
V53959	BREA POLICE MANAGEMENT ASSOCIATION	12/22/2023	21189	110	4020 PMA MEMB 121523	\$130.00
		12/22/2023	21189	110	4019 LDF MEMB 121523	\$9.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$139.50
V53960	C. WELLS PIPELINE MATERIALS INC	12/22/2023	13055	420515131	PLUMBING SUPPLIES	\$125.96
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$125.96
V53961	CA BUILDING EVALUATION & CONST INC.	12/22/2023	31875	110404521	ELECTRICAL WORK-SRCTR	\$5,000.00
CA BUILDING EVALUATION & CONST INC.					Total Check Amount:	\$5,000.00
V53962	CANNINGS ACE HARDWARE	12/22/2023	15828	480515161	BOLTS	\$8.31

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CANNINGS ACE HARDWARE					Total Check Amount:	\$8.31
V53963	CARNEY MEHR, A LEGAL CORPORATION	12/22/2023	28329	950000000	ILJAOC LGL SVCS NOV23	\$880.00
		12/22/2023	28329	950000000	ILJAOC LGL SVCS OCT23	\$1,842.50
CARNEY MEHR, A LEGAL CORPORATION					Total Check Amount:	\$2,722.50
V53964	ANDREW P CATOR	12/22/2023	6646	460141474	MILEAGE NOV 2023	\$148.69
ANDREW P CATOR					Total Check Amount:	\$148.69
V53965	CERTIFIED LANGUAGES INTERNATIONAL	12/22/2023	26534	280323215	TRANSLATION SVCS 11/3	\$21.75
CERTIFIED LANGUAGES INTERNATIONAL					Total Check Amount:	\$21.75
V53966	CHANDLER ASSET MANAGEMENT, INC.	12/22/2023	4375	875141424	INV MGMT SVCS NOV23	\$41.82
		12/22/2023	4375	930141424	INV MGMT SVCS NOV23	\$5,512.37
		12/22/2023	4375	902009100	INV MGMT SVCS NOV23	\$432.48
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$5,986.67
V53967	BRANDON CHUNG	12/22/2023	18773	460141474	MILEAGE NOV 2023	\$177.51
BRANDON CHUNG					Total Check Amount:	\$177.51
V53968	RYAN COOPER	12/22/2023	25532	110212111	SUPERVISORY COURSE	\$80.00
RYAN COOPER					Total Check Amount:	\$80.00
V53969	CORELOGIC	12/22/2023	25542	280323215	REAL EST LISTNG NOV23	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
V53970	DOOLEY ENTERPRISES INC	12/22/2023	5421	110212131	AMMUNITION (RANGE)	\$7,919.63
DOOLEY ENTERPRISES INC					Total Check Amount:	\$7,919.63
V53971	ENTENMANN ROVIN COMPANY	12/22/2023	3457	110222221	BADGES/COLLAR PINS	\$1,988.05
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$1,988.05
V53972	EQUIPMENT DIRECT INC	12/22/2023	4522	420515131	SAFETY GEAR	\$27.69
EQUIPMENT DIRECT INC					Total Check Amount:	\$27.69
V53973	EWING IRRIGATION PRODUCTS, INC.	12/22/2023	5807	420515131	PLUMBING SUPPLIES	\$163.04
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$163.04
V53974	FUSCOE ENGINEERING, INC.	12/22/2023	18052	840141412	WQMP PLAN CHECK OCT23	\$371.25
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$371.25
V53975	GENTRY BROTHERS, INC	12/22/2023	11923	420	WATER ACCT REFUND	\$2,782.41
GENTRY BROTHERS, INC					Total Check Amount:	\$2,782.41
V53976	GUARANTEED JANITORIAL SERVICES, INC	12/22/2023	28695	490515151	NOV23 JAN SVCS: YARD	\$1,299.25
		12/22/2023	28695	490515151	NOV23 JAN SVCS:PLUNGE	\$179.16
		12/22/2023	28695	110515125	NOV23 JAN SVCS: DT	\$2,883.92
		12/22/2023	28695	490515151	NOV23 JAN SVCS: CCC	\$9,656.25
		12/22/2023	28695	490515151	NOV23 DAY PORTERS CCC	\$5,049.13
		12/22/2023	28695	490515151	NOV23 JAN SVCS: BCC	\$4,631.67
		12/22/2023	28695	490515151	NOV23 JAN SVCS:P.HALL	\$1,197.83
		12/22/2023	28695	490515151	NOV23 DAY PORTERS BCC	\$5,049.12

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V53976	GUARANTEED JANITORIAL SERVICES, INC	12/22/2023	28695	490515151	NOV23 JAN SVCS: SRCTR	\$2,744.08
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$32,690.41
V53977	GABRIEL HANNAH	12/22/2023	17533	110404424	UMPIRE FEE 12/11/2023	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V53978	HITECH SOFTWARE INC	12/22/2023	19937	110515125	CARCOUNT SYST MNT DEC	\$1,452.00
HITECH SOFTWARE INC					Total Check Amount:	\$1,452.00
V53979	INTERWEST CONSULTING GROUP, INC.	12/22/2023	28473	510707251	CIP MGMT/INSP APR23	\$8,610.50
		12/22/2023	28473	510707278	CIP MGMT JUL 2022	\$80.00
		12/22/2023	28473	510707328	CIP MGMT FEB 2022	\$1,240.00
		12/22/2023	28473	510707328	CIP MGMT MAR 2022	\$160.00
		12/22/2023	28473	510707454	CIP MGMT SEPT 2023	\$583.34
		12/22/2023	28473	510707454	INSP SVCS JUL 12023	\$8,517.10
		12/22/2023	28473	510707626	INSP SVCS JUL 12023	\$1,928.40
		12/22/2023	28473	510707251	CIP MGMT NOV 2021	\$31.25
		12/22/2023	28473	510707466	CIP MGMT SEPT 2023	\$583.33
		12/22/2023	28473	510707965	CIP MGMT/INSP SEPT23	\$24,550.00
		12/22/2023	28473	510707978	CIP MGMT AUG 2023	\$9,980.00
		12/22/2023	28473	510707978	CIP MGMT OCT 2023	\$19,135.00
		12/22/2023	28473	510707466	INSP SVCS JUL 12023	\$5,624.50
		12/22/2023	28473	510707476	CIP MGMT SEPT 2023	\$131.25
		12/22/2023	28473	510707626	CIP MGMT SEPT 2023	\$583.33
INTERWEST CONSULTING GROUP, INC.					Total Check Amount:	\$81,738.00
V53980	IPARQ	12/22/2023	21583	110323241	PERMIT FEES NOV 2023	\$24.46
		12/22/2023	21583	110323241	PERMIT SYST FEE DEC23	\$100.00
IPARQ					Total Check Amount:	\$124.46
V53981	JAX AUTO	12/22/2023	20187	480515161	SMOG CHECK #1030	\$49.75
		12/22/2023	20187	480515161	SMOG CHECK #1332	\$49.75
		12/22/2023	20187	480515161	SMOG CHECK #1331	\$59.95
		12/22/2023	20187	480515161	SMOG CHECK #1301	\$49.75
		12/22/2023	20187	480515161	SMOG TEST #1431	\$49.75
JAX AUTO					Total Check Amount:	\$258.95
V53982	JMDIAZ, INC.	12/22/2023	27113	110000000	PLAN CHECK SVCS NOV23	(\$2,788.50)
		12/22/2023	27113	84051517P	PLAN CHECK SVCS NOV23	\$12,928.50
JMDIAZ, INC.					Total Check Amount:	\$10,140.00
V53983	KRISTOFER KATAOKA	12/22/2023	18385	110404542	MILEAGE DEC 2023	\$25.55
KRISTOFER KATAOKA					Total Check Amount:	\$25.55
V53984	KREUZER CONSULTING GROUP	12/22/2023	22072	510707327	DESIGN SVCS OCT/NOV23	\$9,537.00

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V53984	KREUZER CONSULTING GROUP	12/22/2023	22072	510707329	DESIGN SVCS SEPT 2023	\$10,924.00
		12/22/2023	22072	510707476	DESGN SVCS THRU 11/30	\$1,576.00
		12/22/2023	22072	510707965	DESIGN SVCS THRU 9/30	\$810.00
KREUZER CONSULTING GROUP					Total Check Amount:	\$22,847.00
V53985	ALFONS KUNZE	12/22/2023	17789	110212111	SB SUPV LDRSHIP INST	\$80.00
ALFONS KUNZE					Total Check Amount:	\$80.00
V53986	LAKEMAN CHASSIS	12/22/2023	12885	480515161	TRUCK DRAWER/PWDRCOAT	\$383.10
LAKEMAN CHASSIS					Total Check Amount:	\$383.10
V53987	LAND CONCERN, LTD	12/22/2023	22942	510707956	PROF SVCS APR 2023	\$2,400.00
		12/22/2023	22942	510707936	PROF SVCS APR 2023	\$5,400.00
		12/22/2023	22942	510707956	PROF SVCS AUG 2023	\$600.00
LAND CONCERN, LTD					Total Check Amount:	\$8,400.00
V53988	LEHR	12/22/2023	26035	480515161	EMERG LIGHTS #1605A	\$4,404.96
		12/22/2023	26035	480515161	VEHICLE STRIP #1708	\$840.00
LEHR					Total Check Amount:	\$5,244.96
V53989	LIGHTGUARD SYSTEMS, INC.	12/22/2023	21816	110515125	DT CROSSWALK LIGHTS	\$5,980.13
LIGHTGUARD SYSTEMS, INC.					Total Check Amount:	\$5,980.13
V53990	LINEGEAR	12/22/2023	23894	110222221	JACKET	\$161.63
LINEGEAR					Total Check Amount:	\$161.63
V53991	MAR-CO EQUIPMENT COMPANY	12/22/2023	20329	480515161	MOTOR	\$809.26
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$809.26
V53992	MARK THOMAS & COMPANY, INC	12/22/2023	30436	510707946	PROF SVCS THRU 10/29	\$59,111.15
MARK THOMAS & COMPANY, INC					Total Check Amount:	\$59,111.15
V53993	JAMIE KRISTINE MCDONALD	12/22/2023	23730	110212111	TRAINING MILEAGE	\$53.97
JAMIE KRISTINE MCDONALD					Total Check Amount:	\$53.97
V53994	MICHAEL SULLIVAN & ASSOCIATES LLP	12/22/2023	31864	470141483	PROF SVCS THRU 10/31	\$225.50
		12/22/2023	31864	470141483	PROF SVCS THRU 11/30	\$41.00
MICHAEL SULLIVAN & ASSOCIATES LLP					Total Check Amount:	\$266.50
V53995	MINER, LTD	12/22/2023	27173	490515151	P. HALL RR DOOR RPR	\$1,920.93
MINER, LTD					Total Check Amount:	\$1,920.93
V53996	MUNICIPAL WATER DISTRICT	12/22/2023	3784	420515131	WATER DELIVERY NOV23	\$6,477.01
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$6,477.01
V53997	ORANGE COUNTY SANITATION DIST.	12/22/2023	14689	110000000	RES SF 5% COLL NOV23	(\$105.89)
		12/22/2023	14689	110	RES SEWER FEES NOV23	\$2,117.83
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$2,011.94
V53998	PARSONS TRANSPORTATION GROUP	12/22/2023	25626	510707251	PROF SVCS THRU 9/29	\$2,038.20
		12/22/2023	25626	510707251	PROF SVCS THRU 10/27	\$1,270.38
		12/22/2023	25626	510707251	PROF SVCS THRU 8/25	\$1,464.94

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PARSONS TRANSPORTATION GROUP					Total Check Amount:	\$4,773.52
V53999	PRIME SYSTEMS INDUSTRIAL AUTOMATION	12/22/2023	27059	420515131	SCADA TROUBLESHOOT	\$949.95
PRIME SYSTEMS INDUSTRIAL AUTOMATION					Total Check Amount:	\$949.95
V54000	QUARTECH CORRECTIONS LLC	12/22/2023	29933	950000000	ILJAOC IP SUPP NOV23	\$11,500.00
		12/22/2023	29933	951000000	ILJAOC PCDEC NOV23	\$375.00
QUARTECH CORRECTIONS LLC					Total Check Amount:	\$11,875.00
V54001	SOL CONSTRUCTION, INC.	12/22/2023	32473	420	WATER ACCT REFUND	\$2,590.99
		12/22/2023	32473	510707965	545 BERRY ST PP#2 OCT	\$607,140.72
SOL CONSTRUCTION, INC.					Total Check Amount:	\$609,731.71
V54002	SOUTH COAST EMERGENCY VEHICLE SVC	12/22/2023	31883	480515161	FOAMPRO KIT	\$3,683.00
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$3,683.00
V54003	STERICYCLE, INC.	12/22/2023	11925	470141483	DOC SHRED NOV 2023	\$15.99
		12/22/2023	11925	110111161	DOC SHRED NOV 2023	\$15.99
		12/22/2023	11925	110212122	DOC SHRED NOV 2023	\$294.63
STERICYCLE, INC.					Total Check Amount:	\$326.61
V54004	STEVEN ENTERPRISES, INC.	12/22/2023	26543	110515171	PLOTTER SUPPLIES	\$362.00
STEVEN ENTERPRISES, INC.					Total Check Amount:	\$362.00
V54005	STOTZ EQUIPMENT	12/22/2023	24388	480515161	DIGGER BLADES	\$1,280.87
STOTZ EQUIPMENT					Total Check Amount:	\$1,280.87
V54006	THOMSON REUTERS - WEST	12/22/2023	22020	110111112	431851 LGL/RWG DEC23	\$234.90
THOMSON REUTERS - WEST					Total Check Amount:	\$234.90
V54007	TIM SHAW & ASSOCIATES	12/22/2023	32567	902009100	PROF SVCS OCT 2023	\$450.00
		12/22/2023	32567	902009100	PROF SVCS NOV 2023	\$1,200.00
		12/22/2023	32567	902009100	PROF SVCS JUL 2023	\$975.00
		12/22/2023	32567	902009100	PROF SVCS AUG 2023	\$525.00
		12/22/2023	32567	902009100	PROF SVCS SEPT 2023	\$600.00
TIM SHAW & ASSOCIATES					Total Check Amount:	\$3,750.00
V54008	LAMARR LATAZE TINNIN	12/22/2023	19215	110212111	TRAINING EXPENSES	\$176.50
		12/22/2023	19215	110212111	TRAINING MILEAGE	\$35.37
LAMARR LATAZE TINNIN					Total Check Amount:	\$211.87
V54009	TOWNSEND PUBLIC AFFAIRS, INC.	12/22/2023	18881	110111145	CONSULTING SVCS DEC23	\$1,375.00
		12/22/2023	18881	410111145	CONSULTING SVCS DEC23	\$1,375.00
		12/22/2023	18881	420111145	CONSULTING SVCS DEC23	\$1,375.00
		12/22/2023	18881	430111145	CONSULTING SVCS DEC23	\$1,375.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$5,500.00
V54010	TROPICAL PLAZA NURSERY, INC	12/22/2023	2062	110515143	GATEWAY CTR DEC 2023	\$1,491.72
		12/22/2023	2062	420515131	CITY RESERVOIRS DEC23	\$1,723.64

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V54010	TROPICAL PLAZA NURSERY, INC	12/22/2023	2062	345515112	MD#5 LANDSCAPE DEC23	\$2,827.74
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$6,043.10
V54011	VINTAGE CREEK SENIOR APARTMENTS LP	12/22/2023	29395	270323218	SENIOR SUBSIDY JAN24	\$508.00
VINTAGE CREEK SENIOR APARTMENTS LP					Total Check Amount:	\$508.00
V54012	VIRTUAL PROJECT MANAGER	12/22/2023	23508	510515171	CIP SW BCKUP/ST DEC23	\$500.00
		12/22/2023	23508	510515171	CIP SW BCKUP/ST NOV23	\$500.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$1,000.00
V54013	WAXIE SANITARY SUPPLY	12/22/2023	3332	490515151	JANITORIAL SUPPLIES	\$19.22
WAXIE SANITARY SUPPLY					Total Check Amount:	\$19.22
V54014	WEST COAST ARBORISTS, INC.	12/22/2023	1556	110515141	TREE REM SPORTS PARK	\$7,056.00
		12/22/2023	1556	465515149	15 PINE TREES PLANTED	\$8,144.85
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$15,200.85
V54015	WILLDAN ENGINEERING	12/22/2023	12445	510707454	INSP SVCS THRU 9/29	\$57.48
		12/22/2023	12445	510707626	INSP SVCS THRU 9/29	\$22.68
		12/22/2023	12445	510707466	INSP SVCS THRU 9/29	\$108.84
WILLDAN ENGINEERING					Total Check Amount:	\$189.00
V54016	SARA L. WOODWARD	12/22/2023	26083	110212122	MILEAGE NOV 2023	\$96.68
SARA L. WOODWARD					Total Check Amount:	\$96.68
V54017	Z.A.P MANUFACTURING, INC.	12/22/2023	17524	110515121	NEW SIGNS	\$424.45
Z.A.P MANUFACTURING, INC.					Total Check Amount:	\$424.45
V54018	ZOLL MEDICAL CORPORATION	12/22/2023	23538	174222222	SVC PLAN-12 CARD C MON	\$7,627.50
ZOLL MEDICAL CORPORATION					Total Check Amount:	\$7,627.50
Voucher Subtotal						\$1,165,925.36
W24008	THE BANK OF NEW YORK MELLON	12/18/2023	16062	420	2014 WATER REV DEBT PYMT	\$11,125.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$11,125.00
W24009	THE BANK OF NEW YORK MELLON	12/18/2023	16062	420	2019 WATER REV REF BONDS	\$418,662.85
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$418,662.85
W24010	THE BANK OF NEW YORK MELLON	12/18/2023	16062	420	2020 WATER REV REF DEBT P	\$218,599.44
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$218,599.44
W24011	U.S. BANK OF CALIFORNIA	12/20/2023	14102	951	LAIF CONTRIBUTION	(\$4,228.33)
		12/20/2023	14102	950	LAIF CONTRIBUTION	\$33,228.33
U.S. BANK OF CALIFORNIA					Total Check Amount:	\$29,000.00
W24012	U.S. BANK OF CALIFORNIA	12/21/2023	14102	930	LAIF CONTRIBUTION	\$8,500,000.00
U.S. BANK OF CALIFORNIA					Total Check Amount:	\$8,500,000.00
Wire Subtotal						\$9,177,387.29

City Disbursement Register

Between Dec 18, 2023 12:00 AM and Dec 22, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
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TOTAL \$11,910,616.14

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194426	ALL AMERICAN REPIPE & PLUMBING INC.	01/05/2024	32572	840000000	DEVELOPER FEE REFUND	\$18.00
ALL AMERICAN REPIPE & PLUMBING INC.					Total Check Amount:	\$18.00
194427	AVT TECHNOLOGY SOLUTIONS, LLC	01/05/2024	32056	951000000	ILJAOC 23/24 HW MNT	\$2,765.76
AVT TECHNOLOGY SOLUTIONS, LLC					Total Check Amount:	\$2,765.76
194428	BEST CONTRACTING SERVICES, INC.	01/05/2024	29171	490515151	ROOF REPAIRS - BCC	\$3,250.00
BEST CONTRACTING SERVICES, INC.					Total Check Amount:	\$3,250.00
194429	BREA EXPRESS CAR WASH	01/05/2024	32008	480515161	CARWASH NOV 2023	\$408.00
BREA EXPRESS CAR WASH					Total Check Amount:	\$408.00
194430	CITY OF BREA	01/05/2024	13577	960000000	OCCMA SVCS JUL-SEPT23	\$577.50
CITY OF BREA					Total Check Amount:	\$577.50
194431	COMMERCIAL AQUATIC SERVICES, INC.	01/05/2024	25513	110404422	BULK CHEM @ PLUNGE	\$3,301.47
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$3,301.47
194432	THE COUNSELING TEAM INTERNATIONAL	01/05/2024	13933	110222221	EMPL SUPP SVCS NOV23	\$220.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$220.00
194433	DANGELO CO	01/05/2024	4562	410515124	PLUMBING SUPPLIES	\$480.26
DANGELO CO					Total Check Amount:	\$480.26
194434	DEPARTMENT OF JUSTICE	01/05/2024	13406	110141481	FINGERPRNT APPS NOV23	\$671.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$671.00
194435	SOUTHERN CALIFORNIA EDISON	01/05/2024	3343	110515121	ELECTRICITY NOV/DEC23	\$3,928.60
		01/05/2024	3343	110515148	ELECTRICITY NOV/DEC23	\$71.29
		01/05/2024	3343	420515131	ELECTRICITY NOV/DEC23	\$58,420.86
		01/05/2024	3343	490515151	ELECTRICITY NOV/DEC23	\$9,786.10
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$72,206.85
194436	ERIC W. GRUVER PHD	01/05/2024	7856	110141481	PRE-EMPL EVAL/CONSULT	\$2,100.00
ERIC W. GRUVER PHD					Total Check Amount:	\$2,100.00
194437	EVERNORTH CARE SOLUTIONS, INC.	01/05/2024	32734	110141481	EAP SVCS JAN 2024	\$1,149.24
EVERNORTH CARE SOLUTIONS, INC.					Total Check Amount:	\$1,149.24
194438	FIRE APPARATUS SOLUTIONS	01/05/2024	32076	480515161	GAUGES	\$1,120.09
FIRE APPARATUS SOLUTIONS					Total Check Amount:	\$1,120.09
194439	FRANCIS GERARD BUSA GACAD	01/05/2024	31521	110404542	PHOTOS-ALLEYCATS/IAWL	\$240.00
FRANCIS GERARD BUSA GACAD					Total Check Amount:	\$240.00
194440	THE GAS COMPANY	01/05/2024	3749	490515151	GAS NOV/DEC 2023	\$194.96
THE GAS COMPANY					Total Check Amount:	\$194.96
194441	GMS ELEVATOR SERVICES, INC.	01/05/2024	29109	110515125	MO.SVC:11 ELEV DEC23	\$1,110.00
		01/05/2024	29109	490515151	MO.SVC:11 ELEV DEC23	\$1,345.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$2,455.00
194442	HYDROPRO SOLUTIONS	01/05/2024	31845	420515131	WATER METER REGISTERS	\$1,470.29

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194442	HYDROPRO SOLUTIONS	01/05/2024	31845	420515131	WATER METERS+ENCODERS	\$13,062.66
HYDROPRO SOLUTIONS					Total Check Amount:	\$14,532.95
194443	LAW OFFICES OF JONES & MAYER	01/05/2024	12144	110111112	LEGAL:CODE ENF NOV23	\$589.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$589.00
194444	NATIONAL TESTING NETWORK, INC	01/05/2024	25909	110141481	23/24 MEMB RENEWAL	\$1,000.00
NATIONAL TESTING NETWORK, INC					Total Check Amount:	\$1,000.00
194445	ORANGE COUNTY STRIPING SERVICE	01/05/2024	10223	510707219	CROSSWALK-FLOWR/BIRCH	\$6,022.50
ORANGE COUNTY STRIPING SERVICE					Total Check Amount:	\$6,022.50
194446	REBECCA PENNINGTON	01/05/2024	32733	110323231	TRAINING MILEAGE	\$43.23
REBECCA PENNINGTON					Total Check Amount:	\$43.23
194447	POWER PLUS	01/05/2024	19076	510707960	POWER EQPT CH DEC23	\$602.00
POWER PLUS					Total Check Amount:	\$602.00
194448	PRES-TECH EQUIPMENT COMPANY	01/05/2024	26160	110515141	CHAINSAW	\$5,023.31
PRES-TECH EQUIPMENT COMPANY					Total Check Amount:	\$5,023.31
194449	PUENTE HILLS FORD	01/05/2024	25742	480515161	BRAKES	\$464.01
		01/05/2024	25742	480515161	HOSE	\$117.07
		01/05/2024	25742	480515161	ENGINE MOUNT	\$273.75
		01/05/2024	25742	480515161	SENSOR	\$41.20
PUENTE HILLS FORD					Total Check Amount:	\$896.03
194450	ADAM MICHAEL ROSE	01/05/2024	32735	110404542	'ONCE' DIALECT COACH	\$500.00
ADAM MICHAEL ROSE					Total Check Amount:	\$500.00
194451	SOUTHERN CALIFORNIA PERMANENTE	01/05/2024	30681	110141481	HR MED SVCS OCT/NOV23	\$1,119.00
SOUTHERN CALIFORNIA PERMANENTE					Total Check Amount:	\$1,119.00
194452	SONRISE ELECTRIC INC.	01/05/2024	32633	110515144	SCORE BOARD REPAIR	\$3,350.00
SONRISE ELECTRIC INC.					Total Check Amount:	\$3,350.00
194453	SOUTH COAST ELECTRICAL, INC.	01/05/2024	32080	510707251	STARBUCKS SIGN ELECT	\$192.42
		01/05/2024	32080	510707251	STARBUCKS SIGN ELECT.	\$3,723.47
SOUTH COAST ELECTRICAL, INC.					Total Check Amount:	\$3,915.89
194454	STAGES THEATRE INC	01/05/2024	31558	110	IAWL WNTR24 PAYOUT #2	\$1,721.40
STAGES THEATRE INC					Total Check Amount:	\$1,721.40
194455	TEC EQUIPMENT	01/05/2024	32466	480515161	FIRE TRUCK RPR #23012	\$4,278.02
TEC EQUIPMENT					Total Check Amount:	\$4,278.02
194456	TREECO ARBORIST, INC.	01/05/2024	3838	110515144	FILL DIRT-SPORTS PARK	\$292.28
TREECO ARBORIST, INC.					Total Check Amount:	\$292.28
194457	TURNOUT MAINTENANCE COMPANY, LLC	01/05/2024	19898	110222221	EMBROIDERY	\$97.65
TURNOUT MAINTENANCE COMPANY, LLC					Total Check Amount:	\$97.65
194458	UNITED RENTALS NORTHWEST. INC.	01/05/2024	7051	420515131	CONCRETE MIXER RENTAL	\$322.44

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194458	UNITED RENTALS NORTHWEST, INC.	01/05/2024	7051	490515151	LIFT - CCC XMAS TREE	\$1,741.09
UNITED RENTALS NORTHWEST, INC. Total Check Amount:						\$2,063.53
194459	DR. ROBERT L. WILKINSON	01/05/2024	19024	110141481	DOT PHYS/TESTS NOV23	\$380.00
DR. ROBERT L. WILKINSON Total Check Amount:						\$380.00
Check Subtotal						\$137,584.92
V54019	ALLSTAR FIRE EQUIPMENT	01/05/2024	8353	110222221	HELMETS	\$924.10
		01/05/2024	8353	110222221	HYDROTEST	\$45.00
ALLSTAR FIRE EQUIPMENT Total Check Amount:						\$969.10
V54020	BAB STEERING HYDRAULICS INC.	01/05/2024	18365	480515161	SUSPENSION SERVICE	\$268.40
		01/05/2024	18365	480515161	SUSPENSION REPAIR	\$701.71
BAB STEERING HYDRAULICS INC. Total Check Amount:						\$970.11
V54021	BEST LAWN MOWER SERVICE	01/05/2024	16230	480515161	SPARK PLUGS	\$190.24
		01/05/2024	16230	480515161	FRAME	\$88.75
BEST LAWN MOWER SERVICE Total Check Amount:						\$278.99
V54022	BPSEA MEMORIAL FOUNDATION	01/05/2024	14990	110	4050 MEMORIAL 122923	\$128.00
BPSEA MEMORIAL FOUNDATION Total Check Amount:						\$128.00
V54023	BREA CITY EMPLOYEES ASSOCIATION	01/05/2024	3236	110	4005 BCEA MEMB 122923	\$720.00
BREA CITY EMPLOYEES ASSOCIATION Total Check Amount:						\$720.00
V54024	BREA DISPOSAL, INC	01/05/2024	3330	440515122	NOV 2023 RES TONNAGE	\$71,388.20
BREA DISPOSAL, INC Total Check Amount:						\$71,388.20
V54025	BRUCE CAMPBELL SAND AND GRAVEL	01/05/2024	21898	110515144	NITRO MULCH	\$1,519.28
BRUCE CAMPBELL SAND AND GRAVEL Total Check Amount:						\$1,519.28
V54026	BUTLER CHEMICALS, INC.	01/05/2024	6515	490515151	SR CTR D/W SVC NOV23	\$188.56
BUTLER CHEMICALS, INC. Total Check Amount:						\$188.56
V54027	C. WELLS PIPELINE MATERIALS INC	01/05/2024	13055	420515131	PLUMBING SUPPLIES	\$3,842.37
C. WELLS PIPELINE MATERIALS INC Total Check Amount:						\$3,842.37
V54028	DARTCO TRANSMISSION SALES	01/05/2024	17719	480515161	PRESSURE SWITCHES	\$507.18
		01/05/2024	17719	480515161	SENSORS	\$277.93
DARTCO TRANSMISSION SALES Total Check Amount:						\$785.11
V54029	ECONOLITE SYSTEMS, INC.	01/05/2024	27147	110515121	E/O SIGNAL MNT NOV23	\$2,561.15
		01/05/2024	27147	110515121	E/O SIGNAL MNT OCT23	\$7,552.05
		01/05/2024	27147	110515121	MO SIGNAL MNT NOV23	\$3,147.43
		01/05/2024	27147	110515121	MO.SIGNAL MNT OCT23	\$3,147.43
		01/05/2024	27147	110515121	POLE KD LAMBERT/BERRY	\$7,052.31
		01/05/2024	27147	110515121	POLE KD ROSE/VESUVIUS	\$1,871.77
ECONOLITE SYSTEMS, INC. Total Check Amount:						\$25,332.14
V54030	ELLIOT AUTO SUPPLY CO., INC.	01/05/2024	3504	480515161	WIPERS	\$129.52
ELLIOT AUTO SUPPLY CO., INC. Total Check Amount:						\$129.52

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54031	FLEET SERVICES	01/05/2024	5658	480515161	FANS	\$137.51
FLEET SERVICES						Total Check Amount: \$137.51
V54032	FUSCOE ENGINEERING, INC.	01/05/2024	18052	410515132	MS4 AUDIT SUPP NOV23	\$9,000.00
		01/05/2024	18052	410515132	NPDES S/W SVCS NOV23	\$4,491.25
FUSCOE ENGINEERING, INC.						Total Check Amount: \$13,491.25
V54033	GRAINGER	01/05/2024	13634	110515148	JANITORIAL SUPPLIES	\$106.11
GRAINGER						Total Check Amount: \$106.11
V54034	GUARANTEED JANITORIAL SERVICES, INC	01/05/2024	28695	110515125	PORTERS-CAR SHOW 12/3	\$168.00
GUARANTEED JANITORIAL SERVICES, INC						Total Check Amount: \$168.00
V54035	GABRIEL HANNAH	01/05/2024	17533	110404424	UMPIRE FEE 12/18/2023	\$102.00
GABRIEL HANNAH						Total Check Amount: \$102.00
V54036	HOMELESS INTERVENTION SVCS OF OC	01/05/2024	32581	902009100	PROGRAM STAFF SEPT23	\$2,272.72
HOMELESS INTERVENTION SVCS OF OC						Total Check Amount: \$2,272.72
V54037	KELLY SPICERS STORES	01/05/2024	31267	110141441	PAPER	\$155.11
KELLY SPICERS STORES						Total Check Amount: \$155.11
V54038	LIEBERT CASSIDY WHITMORE	01/05/2024	2489	110141481	2024 ERCMEMB+PREMSUBS	\$4,730.00
LIEBERT CASSIDY WHITMORE						Total Check Amount: \$4,730.00
V54039	LIFE-ASSIST, INC.	01/05/2024	10530	174222222	PM SUPPLIES FS1	\$3,296.07
		01/05/2024	10530	174222222	PM SUPPLIES FS2	\$1,851.97
		01/05/2024	10530	174222222	PM SUPPLIES FS3	\$2,184.42
LIFE-ASSIST, INC.						Total Check Amount: \$7,332.46
V54040	MADISON RAE MAHER	01/05/2024	30612	110212111	PISTOL MOUNTED OPTICS	\$16.00
MADISON RAE MAHER						Total Check Amount: \$16.00
V54041	NIEVES LANDSCAPE, INC.	01/05/2024	31375	110515143	MULCH SPREAD - CCC	\$340.00
		01/05/2024	31375	110515143	CCC 2F/3F PLANTERS	\$5,096.00
		01/05/2024	31375	110515148	WEED ABATEMNT TRKS S3	\$6,600.00
		01/05/2024	31375	110515143	GRUB CTRL-CCC PLANTRS	\$272.00
NIEVES LANDSCAPE, INC.						Total Check Amount: \$12,308.00
V54042	OC YOUTH SPORTS LLC	01/05/2024	31859	110404145	TBALL/SOCCER COMBO	\$396.00
OC YOUTH SPORTS LLC						Total Check Amount: \$396.00
V54043	PARACLETE FIRE AND SAFETY, INC.	01/05/2024	17760	490515151	PW VEH FIRE EXT SVC	\$768.47
PARACLETE FIRE AND SAFETY, INC.						Total Check Amount: \$768.47
V54044	PATHWAYS OF HOPE	01/05/2024	32585	902009100	PROGRAM EXP OCT 2023	\$29,918.83
PATHWAYS OF HOPE						Total Check Amount: \$29,918.83
V54045	PLUMBERS DEPOT INC.	01/05/2024	14542	430515123	TOOLS	\$1,368.23
PLUMBERS DEPOT INC.						Total Check Amount: \$1,368.23
V54046	PLUMBING WHOLESALE OUTLET, INC.	01/05/2024	18392	490515151	PLUMBING SUPPLIES	\$9.06

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54046	PLUMBING WHOLESALE OUTLET, INC.	01/05/2024	18392	490515151	MOP SINK FAUCET @ FS3	\$112.33
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$121.39
V54047	VICTORIA TARRAB POPESCU	01/05/2024	31692	110111161	TRAINING MILEAGE	\$125.37
VICTORIA TARRAB POPESCU					Total Check Amount:	\$125.37
V54048	QUANTUM SIGNS & GRAPHICS INC.	01/05/2024	32568	110404421	TREELTNG DATE PATCHES	\$110.66
QUANTUM SIGNS & GRAPHICS INC.					Total Check Amount:	\$110.66
V54049	RPW SERVICES, INC.	01/05/2024	3791	360515147	PEST CONTROL-WC PARK	\$360.00
RPW SERVICES, INC.					Total Check Amount:	\$360.00
V54050	SC FUELS	01/05/2024	16654	480515161	UNL ETH 3643.3 GALS	\$13,940.11
SC FUELS					Total Check Amount:	\$13,940.11
V54051	SHAMBHALA MARTIAL ARTS INC	01/05/2024	28430	110404145	KIDS TAEKWONDO	\$25.00
SHAMBHALA MARTIAL ARTS INC					Total Check Amount:	\$25.00
V54052	SITEONE LANDSCAPE SUPPLY, LLC	01/05/2024	25942	465515149	BHGC IRRIG SUPPLIES	\$2,208.95
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$2,208.95
V54053	SOUTHERN CALIFORNIA NEWS GROUP	01/05/2024	32570	840141412	LEGAL NOTICE NOV 2023	\$1,374.96
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$1,374.96
V54054	STAPLES TECHNOLOGY SOLUTIONS	01/05/2024	22888	110323212	TONER	\$236.81
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$236.81
V54055	TEAM KIDS, INC.	01/05/2024	32616	902009100	PROGRAM EXP OCT 2023	\$11,694.83
TEAM KIDS, INC.					Total Check Amount:	\$11,694.83
V54056	TELEFLEX LLC	01/05/2024	29101	174222222	PM SUPPLIES FS1	\$1,836.42
TELEFLEX LLC					Total Check Amount:	\$1,836.42
V54057	TUMBLE-N-KIDS INC.	01/05/2024	32167	110404145	KIDS GYMNASTICS	\$1,618.20
TUMBLE-N-KIDS INC.					Total Check Amount:	\$1,618.20
V54058	UNITED ROTARY BRUSH CORPORATION	01/05/2024	16649	480515161	SWEEPER BROOMS	\$800.82
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$800.82
V54059	WAXIE SANITARY SUPPLY	01/05/2024	3332	110515125	JANITORIAL SUPPLIES	\$302.35
		01/05/2024	3332	490515151	JANITORIAL SUPPLIES	\$4,972.36
WAXIE SANITARY SUPPLY					Total Check Amount:	\$5,274.71
V54060	WEST COAST ARBORISTS, INC.	01/05/2024	1556	110515141	TREEMNT-PARK 11/16-30	\$7,520.01
		01/05/2024	1556	110515142	TREE MNT 11/16-11/30	\$4,414.59
		01/05/2024	1556	346515112	TREE MNT MD6 11/16-30	\$1,444.06
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$13,378.66
V54061	WEST COAST SAND & GRAVEL, INC.	01/05/2024	11519	420515131	BASE	\$747.68
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$747.68
V54062	ZOLL MEDICAL CORPORATION	01/05/2024	23538	174222222	AUTO PULSE FS1	\$1,888.02
		01/05/2024	23538	174222222	CREDIT:INV #3698019	(\$1,866.77)
ZOLL MEDICAL CORPORATION					Total Check Amount:	\$21.25

City Disbursement Register

Between Jan 1, 2024 12:00 AM and Jan 5, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Voucher Subtotal						\$233,397.89
TOTAL						\$370,982.81



City of Brea

City Council Regular Meeting Communication

December 15, 2023 Successor Agency Disbursement Register

Meeting	Agenda Group	
Tuesday, January 16, 2024, 7:00 PM	CITY/SUCCESSOR AGENCY - CONSENT	Item: 7A
TO	FROM	
Honorable Mayor and City Council Members	Bill Gallardo, City Manager	

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Successor Agency Disbursement Register 12.15.23.pdf

Successor Agency Disbursement Register

Between Dec 11, 2023 12:00 AM and Dec 15, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2853	THE BANK OF NEW YORK MELLON	12/15/2023	4202	732000000	2016A TARB-SV FY23/24	\$2,000.00
	THE BANK OF NEW YORK MELLON	12/15/2023	4202	732000000	2016B TARB-SV FY23/24	\$2,000.00
	THE BANK OF NEW YORK MELLON	12/15/2023	4202	813000000	2017A TARB-SV FY23/24	\$2,000.00
	THE BANK OF NEW YORK MELLON	12/15/2023	4202	813000000	2017B TARB-SV FY23/24	\$2,000.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$8,000.00

Overall - Total \$8,000.00