



Finance Committee

Tuesday, November 9, 2021

8:30 a.m.

Executive Conference Room
Brea Civic & Cultural Center
1 Civic Center Circle, Brea, California

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Pro Tem Cecilia Hupp

The Finance Committee meeting will be held on November 9, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, November 8, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Finance Division located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **October 26, 2021 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

10-26-2021 Draft Minutes

DISCUSSION

3. **Amendment to the Position Allocation List - One Part-Time Parking Control Officer Position for Brea Police Department - Approve the Resolution amending the Position Allocation List to add one part-time Parking Control Officer position for Police Services for nighttime enforcement.**

Attachments

Resolution

4. **Foreign Language Proficiency Police Officer Recruitment Incentive Pilot Program**
- Authorize a pilot language incentive program to recruit police officers fluent in Mandarin and/or Korean.
5. **Authorize City Manager to Execute Agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for The Tracks at Brea Western Extension Project**
- Authorize City Manager to sign Agreement Number 3825-RMC21013 with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) in the amount of \$225,000 for The Tracks at Brea Western Extension Project.

Attachments

Project Exhibit
RMC Agreement

6. **Agreement with Samaritan's Purse for temporary use of Brea Downtown Parking Structure #2** - Proceed to City Council for approval of a temporary Parking Agreement with Samaritan's Purse for use of Brea Downtown Parking Structure #2.

Attachments

Parking Agreement

7. **Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2021** - Receive and file report.

Attachments

Annual Impact Fee Report

8. **Grant Agreement with State of California Department of Forestry and Fire Protection for Fire Prevention Grant** - Approve a resolution accepting the grant and include the appropriate budget adjustments for FY 2021-22 in the Second Quarter Budget Adjustments.

Attachments

Agreement

9. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2021-22** - Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2021-22 City Operating and Capital Improvement Program Budgets.

Attachments

Resolution - City
Exhibit A - City
Resolution - CIP
Exhibit A - CIP

10. **Schedule Next Meeting: November 30, 2021**

cc: Mayor Steven Vargas and Council Member Glenn Parker

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)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 11/09/2021
SUBJECT: October 26, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

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

Attachments

10-26-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, October 26, 2021
8:30 AM**

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Cecilia Hupp, Council Member Christine Marick, Chris Emeterio, Cindy Russell, Michael Ho, Bill Bowlus, Jason Killebrew, Sean Matlock, Jose Barriga, Alicia Brenner and Jenn Colacion

1. **Matters from the Audience** – *None.*

CONSENT

2. **October 12, 2021 Finance Committee Regular Meeting Minutes** – *Receive and filed.*

DISCUSSION

3. **Resolution to Certify Funding and Affirm Commitment to Implement Projects in FY 2022-23 – FY 2027-28 OCTA Federal Transportation Improvement Program** – *Recommended for City Council approval.*
4. **Approve Plans and Specifications for Skate Park Upgrades, CIP No. 7914** - *Recommended for City Council approval.*
5. **Professional Services Agreement with Michael Baker International to Conduct California Environmental Quality Act Review and Prepare Environmental Assessment for General Plan** – *Recommended for City Council approval.*
6. **Schedule Next Meeting:** Tuesday, November 9th, 2021
7. Meeting adjourned: 8:37 AM
8. (ADD-ON ITEM) – *Staff provided an oral report to Finance Committee regarding staff's intention to bring a contract amendment for Interwest Consulting Group for engineering services.*

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: David Dickinson

DATE: 11/09/2021

SUBJECT: Amendment to the Position Allocation List - One Part-Time Parking Control Officer Position for Brea Police Department

RECOMMENDATION

Approve the Resolution amending the Position Allocation List to add one part-time Parking Control Officer position for Police Services for nighttime enforcement.

BACKGROUND/DISCUSSION

Currently, the Police Department uses various resources to enforce parking restrictions. Two part-time Parking Control Officers (PCOs), whose primary duties are to enforce parking restrictions in the Downtown, are staffed Monday through Sunday and work various shifts between the hours of 3:00 pm and 1:00 am. Beyond 1:00 am, overnight parking is enforced by Patrol Officers, Jailers and Cadets, all of whom have other primary duties. As an ancillary duty, parking restrictions are enforced in-between other calls for service which are oftentimes more emergent.

City Council has expressed interest in two areas of overnight parking violations specifically: parking in park parking lots after 10:00 pm and non-permitted 2:00 am - 6:00 am street parking. Implementing overnight parking enforcement hours from 10:00 pm to 5:00 am allows for proactive, focused enforcement on both concerns. Specifically, overnight parking enforcement minimizes the overall number of vehicles on the street which facilitates visual safety scanning by patrol officers, reduces the occurrence of abandoned or broken vehicles being stored on City streets, and encourages the regular movement of vehicles to allow for street sweeping to occur in areas which might otherwise be impacted by street parking. In addition, the ability to proactively patrol for parking violations would reduce the number of citizen-initiated calls for service related to parking enforcement.

To accommodate four nights a week coverage, Monday through Thursday, the addition of one overnight part-time PCO to the Police Department's staff is recommended. This position would focus solely on parking violation enforcement, except in the event of emergency situations, therefore increasing overall parking enforcement throughout the City of Brea. This PCO would work 28 hours per week, which is a .7 full-time equivalency.

SUMMARY/FISCAL IMPACT

The fiscal impact of this recommendation is \$47,374.67, which includes the following breakdown of costs:

- Salary for One (1) part-time, 28 hour/week PCO position: \$39,267.00 annually
- Up-front, one-time costs renewed every three to five years:
 - One (1) TurboData TicketPRO ticket writer with three-year lease: \$1,420.00
 - One (1) tablet and keyboard: \$4,500.00
 - One (1) bodyworn camera with charging base and spare battery: \$1,045.17
 - One (1) three-year warranty and Evidence Library subscription: \$1,142.50

The fiscal impact to the General Fund for FY 2021-22 is approximately \$28,000 which covers six (6) months salary, plus the up-front, one-time costs as outlined. The average annual ongoing cost based on the figures outlined above is approximately \$42,000 based on the annual salary, plus the one-time cost spread over three years. It is noted that any revenue generated from parking citations would offset this additional cost.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Dave Dickinson, Police Captain

Concurrence: Adam Hawley, Police Chief

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE POSITION ALLOCATION LIST TO ADD ONE PART- TIME PARKING CONTROL OFFICER IN THE POLICE DEPARTMENT, FOR NIGHTTIME ENFORCEMENT.

A. RECITALS:

(i) Section 2.08 of the Brea Municipal Code provides that the City Council share 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 ensure 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 Position Allocation List for FY 2021/2022 to add one 28 hour per week Parking Control Officer to the Traffic Division of the Police Department.

APPROVED AND ADOPTED this 16th day of November 2021.

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 November 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: David Dickinson

DATE: 11/09/2021

SUBJECT: Foreign Language Proficiency Police Officer Recruitment Incentive Pilot Program

RECOMMENDATION

Authorize a pilot language incentive program to recruit police officers fluent in Mandarin and/or Korean.

BACKGROUND/DISCUSSION

The Police Department is currently faced with two separate issues. First, recruitment continues to be highly competitive, as law enforcement agencies throughout southern California continue to compete for the same applicants. The Department has worked continuously to forecast retirements and strategize recruitment efforts in a way that allows for the maintenance of staffing levels to meet the demands of the community's evolving needs. To that end, a Police Officer Recruit hiring process is planned for November 2021.

Secondly, a growing Asian-American population has brought about increased police field contacts with Mandarin and Korean-speaking residents. Data from the 2020 census indicates that Brea is home to 13,897 Asian-Americans, which represents 29% of the total population. As of August 2021, the department's workforce consists of just 11.1% Asian-Americans, and of those staff there is only one Mandarin Chinese-speaking officer and one Korean-speaking officer, which represents less than .05%. While it is standard practice for police departments to request bilingual officers from neighboring agencies as needed for calls, this option does cause delays to service. To meet this demographic need, the department desires to add Mandarin and Korean-speaking officers to its workforce.

In fiscal years 2019-20 and 2020-21 the Police Department had success with a lateral police officer recruitment bonus incentive pay program, under which seven high-quality lateral police officers were hired. To meet the demands of this two-prong issue, the Police Department and the City's Human Resources Division have worked together to develop a similar program to provide these candidates with a dual-language bonus incentive pilot program. Current and future Mandarin and/or Korean-speaking candidates for Police Officer Recruit, Police Officer Academy Enrollee or Graduate, and Police Officer Lateral (up to four (4) officers per fiscal year, will be eligible for a \$10,000 foreign language bonus program, paid in two installments, if they successfully pass the appropriate foreign language proficiency test. The first \$5,000 would be paid upon successful completion of the required probationary employment period and the second \$5,000 would be paid upon completion of five years of service.

SUMMARY/FISCAL IMPACT

The proposed funding allocation for this program is \$20,000 per fiscal year beginning in Fiscal Year 2022-23, and \$40,000 per fiscal year beginning in Fiscal Year 2026-27. These allocations allow for the hiring of up to four (4) police officers per year, beginning in Fiscal Year 2021-22, and assume that they successfully complete probation and remain in service through their fifth year.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jamie McDonald, Management Analyst

Concurrence: Adam Hawley, Police Chief

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/09/2021

SUBJECT: Authorize City Manager to Execute Agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for The Tracks at Brea Western Extension Project

RECOMMENDATION

Authorize City Manager to sign Agreement Number 3825-RMC21013 with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) in the amount of \$225,000 for The Tracks at Brea Western Extension Project.

BACKGROUND/DISCUSSION

Under Proposition 68, administered by RMC, funds have been developed to help City improvement projects throughout southern California. RMC has issued the 2020 Call for Projects for funding under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Approximately \$30 million was available to provide funding for individual program categories which provide improvements to create, expand and improve open space and access to open space.

In an effort to meet a City Council goal to continue to apply for grants for The Tracks Western Extension Project, staff submitted a grant application to RMC. The \$225,000 grant application request was to focus on earlier stages of the project which includes community engagement, concept development and permitting for the segment between Berry Street and the Brea Canyon Flood Control Channel. This is the full width segment that Union Pacific is negotiating to sell to the City. See attached project exhibit for reference.

The grant will allow the City the necessary steps to engage local and regional stakeholders to provide priorities and a community vision between Berry Street and the Brea Canyon Flood Channel. This includes a 1,300-foot long paved active transportation path, as well as the remaining 120-foot cross-section for park development. Proposed elements of the park include native plantings on the buffer strip along either side of the trail, green stormwater infrastructure such as bioswales and permeable groundcover, and interpretive signage.

Earlier last month, RMC notified the City of Brea that it was awarded the \$225,000 grant for The Tracks Western Extension Project. The terms of the agreement is from September 20, 2021 to June 30, 2023, with no match requirement.

SUMMARY/FISCAL IMPACT

The City was successful in receiving an RMC grant for The Tracks Western Extension Project in the amount of \$225,000 with no match required. The scope of the work will be for community engagement, concept development and permitting for the segment between Berry Street and the Brea Canyon Flood Control Channel. The terms of the agreement is effective September 20, 2021 to June 30, 2023. This action would authorize the City Manager to execute the attached agreement for the use of \$225,000 for The Tracks Western Extension Project.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

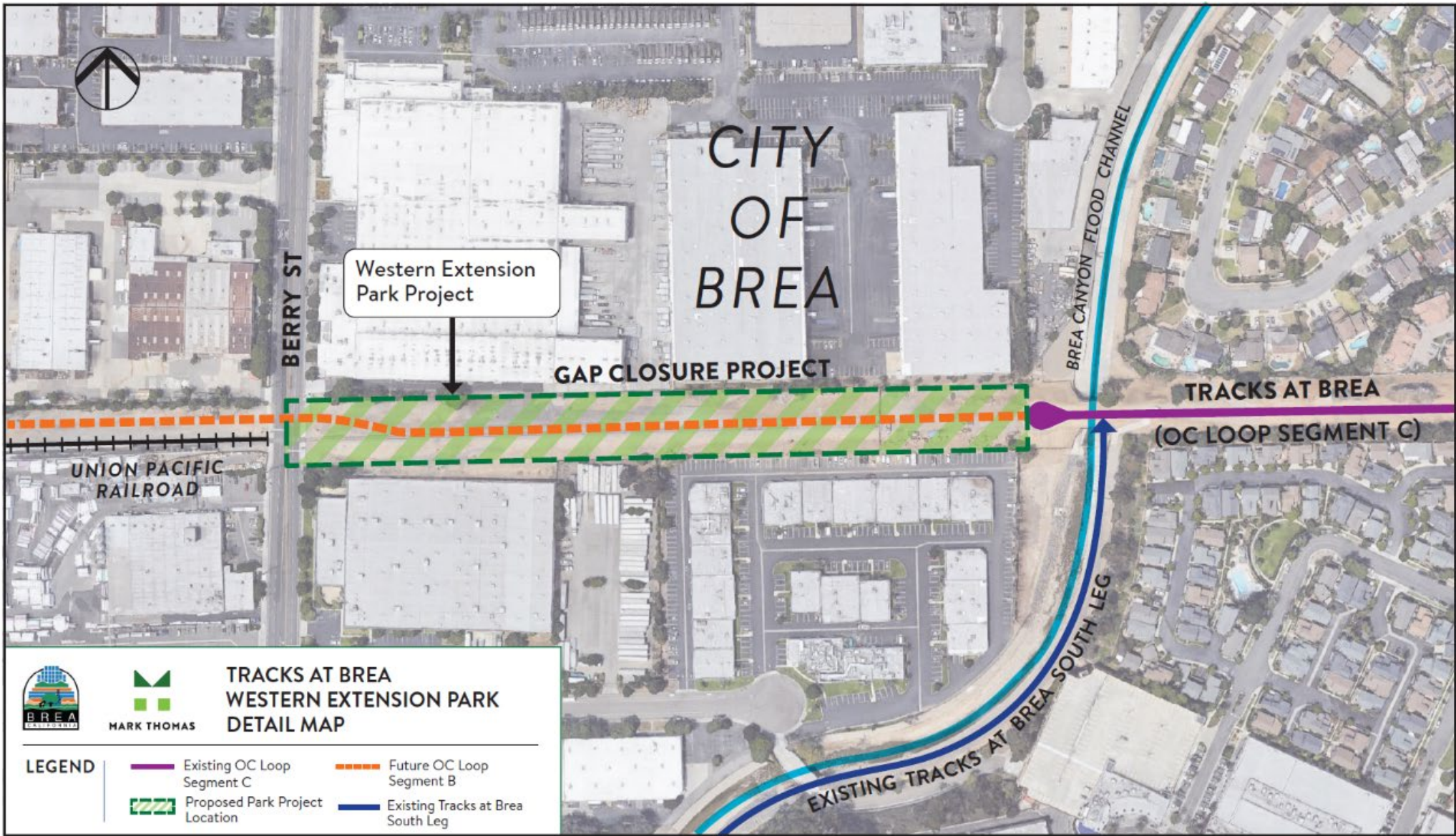
Prepared by: Ryan Chapman, P.E., Principal Engineer

Concurrence: Michael Ho, P.E., Interim Director of Public Works

Attachments

Project Exhibit

RMC Agreement



SCO ID:

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3825-RMC21013

AMENDMENT NUMBER

N/A☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of Brea		2. FEDERAL I.D. NUMBER 95-600681
3. AGENCY TRANSMITTING AGREEMENT SGLLA Rivers and Mountains Conservancy (RMC)	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010010
6a. CONTRACT ANALYST NAME Salian Garcia	6b. EMAIL sgarcia@rmc.ca.gov	6c. PHONE NUMBER (626) 815-1019
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES

Grant agreement funded from Propositions 1, 68, and 84 for the purposes of advancing the policies and priorities set forth in PRC 22.8 §§ 32601-32602, 32604, 32611-32615, including to provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)


The proposed project, located west of Brea Canyon Flood Channel in the City of Brea, will plan for a transition of an abandoned railroad right-of-way into an accessible passive park that would restore natural habitat for enjoyment by residents, visitors, and native flora and fauna. The City will engage local and regional stakeholders to provide priorities and a community vision for extending the successful Tracks at Brea park along the "Western Extension", which includes a 1,300-foot long paved active transportation path as well as the remaining 120-foot cross-section in need of funding for park development. Proposed elements of the park include native plantings on the buffer strip along either side of the trail, green stormwater infrastructure such as bioswales and permeable groundcover, and interpretive signage.

Please see 3825-RMC21013 (Grant Agreement) for additional details. (Resolution No. 2021-46)

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☐ Reimbursement / Revenue _____ or _____ %
☒ Other (Explain) Please see Grant Agreement for payment terms.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> Proposition 68	3825-101-6088	21/22	21	2021	\$225,000.00
<input type="checkbox"/>					
<input type="checkbox"/>					
OBJECT CODE 5432000				AGREEMENT TOTAL	\$225,000.00
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT \$225,000.00	
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				TOTAL AMOUNT ENCUMBERED TO DATE \$225,000.00	
ACCOUNTING OFFICER'S SIGNATURE 		ACCOUNTING OFFICER'S NAME (Print or Type) Halie Pham		DATE SIGNED October 22, 2021	

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SCO ID:

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER
3825-RMC21013AMENDMENT NUMBER
N/A

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	09/20/2021	06/30/2023	\$225,000.00	Exempt
<input type="checkbox"/> Amendment 1				
TOTAL			\$225,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) PCC § 10295 Federally or State-funded grant exempted based on opinion of the Attorney General

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other Grant)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE DocuSigned by:



SIGNER'S NAME (Print or Type)

Mark Stanley

DATE SIGNED

October 22, 2021

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☐ Yes ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☒ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A ☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☒ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☒ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

DocuSigned by:



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NAME/TITLE (Print or Type)

Mark Stanley / Executive Officer

DATE SIGNED

October 22, 2021

SCO ID:

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3825-RMC21013

AMENDMENT NUMBER

N/A**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This contract is a Grant Agreement using State bond and/or Budget Act general funds.

PRC §§ 32601-32602, 32604, 32611-32615, 32621(d), especially § 32614 The RMC may enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties.

Authorization for expenditure of bond funds approved by the RMC Governing Board on September 20, 2021 per Resolution 2021-46.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE

DocuSigned by:



NAME/TITLE(Print or Type)

Mark Stanley / Executive Officer

DATE SIGNED

October 22, 2021

PHONE NUMBER

(626) 815-1019

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STREET ADDRESS

100 N. Old San Gabriel Canyon Road

EMAIL

mstanley@rmc.ca.gov

CITY

Azusa

STATE

CA

ZIP

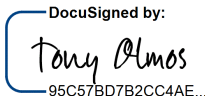
91702

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Brea	95-600681
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Tony Olmos, Director of Public Works	
Date Executed	Executed in the County of
October 18, 2021	Orange

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

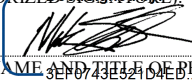
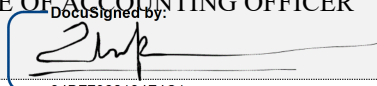
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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GRANT AGREEMENT
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY
(RMC 21013)

State of California – The Resources Agency

GRANTEE	City of Brea		
PROJECT TITLE	Tracks at Brea Western Extension Park Planning		
PERFORMANCE PERIOD	September 20, 2021	through	June 30, 2023
<p>The people of the State of California have enacted the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), which provides funds for the RMC grant program; and</p> <p>The RMC may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of Division 22.8 the Public Resources Code; and</p> <p>The Applicant has submitted a project which is consistent with the purposes of Division 22.8 of the Public Resources Code and the Bond Act.</p>			
PROJECT DESCRIPTION			
<p>The proposed project, located west of Brea Canyon Flood Channel in the City of Brea, will plan for a transition of an abandoned railroad right-of-way into an accessible passive park that would restore natural habitat for enjoyment by residents, visitors, and native flora and fauna. The City will engage local and regional stakeholders to provide priorities and a community vision for extending the successful Tracks at Brea park along the "Western Extension", which includes a 1,300-foot long paved active transportation path as well as the remaining 120-foot cross-section in need of funding for park development. Proposed elements of the park include native plantings on the buffer strip along either side of the trail, green stormwater infrastructure such as bioswales and permeable groundcover, and interpretive signage.</p> <p>(Resolution No. 2021-46).</p>			
TOTAL GRANT AMOUNT NOT TO EXCEED		\$ 225,000.00	
The General and Special Provisions attached are made a part of and incorporated into the Agreement.			
CITY OF BREA		RIVERS AND MOUNTAINS CONSERVANCY STATE OF CALIFORNIA	
1 CIVIC CENTER DRIVE BREA, CA 92821		100 N. OLD SAN GABRIEL CANYON ROAD AZUSA, CA 91702	
BY (AUTHORIZED SIGNATURE): 		BY (AUTHORIZED SIGNATURE): 	
PRINTED NAME AND TITLE OF PERSON SIGNING: TONY OLMOS, DIRECTOR OF PUBLIC WORKS		PRINTED NAME AND TITLE OF PERSON SIGNING: MARK STANLEY, EXECUTIVE OFFICER	
DATE SIGNED: October 18, 2021		DATE SIGNED: October 22, 2021	
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)			
AMOUNT OF GRANT \$ 225,000.00		AGREEMENT NUMBER RMC21013	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION 3825-101-6088	
ADJ. DECREASING ENCUMBRANCE		CHAPTER/STATUTE CH 8 / 80110(b)(6)	
TOTAL GRANT AMOUNT \$ 225,000.00		LINE ITEM ALLOTMENT 3825-101-6088	
FISCAL YEAR 2021/22	ACCOUNT CODE	PROJECT 3825P68RMC21013	ENACTMENT YEAR 2021
		PROGRAM 2990	ACTIVITY V
		AGENCY USE B8452	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance			
SIGNATURE OF ACCOUNTING OFFICER 		DATE October 22, 2021	

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GRANT AGREEMENT
SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC)
State of California – The Resources Agency

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

SECTION I - Special Provisions

- A.** Grantee shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Exhibit C – Budget and Expenditure Tracking, Exhibit D – Tasklist and Timeline, and Exhibit E – Monitoring and Assessment Plan.
- B.** If the Project includes acquisition of real property:
 - 1. As conditions precedent to the State's obligation to deposit the Grant Amount in escrow, the Grantee must submit to the State for review and approval, two copies of an appraisal which meets State of California Department of General Services (DGS) appraisal specifications, and all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds.
 - 2. Grantee shall follow procedures according to Section II, D.2. Project Costs for acquisition projects.
 - 3. If the Project includes instruments such as a Memorandum of Understanding or Memorandum of Agreement for any purpose between the Grantee and other agencies or entities, the instrument(s) must be recorded by the designated agency/entity and provide notice of this agreement to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
 - 4. Grantee must provide a Memorandum of Unrecorded Grant Agreement, Exhibit R, recorded by the Grantee to provide notice of this agreement between the Grantee and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (State).
 - 5. Grantee must provide a Real Property Description, Exhibit S, to provide the State a brief description of the subject property, including assessor's parcel number(s) (APNs) and map of the property.
- C.** The Grantee shall include a representative of the RMC (State) on the selection panel for all contracted services.
- D.** Grantee shall provide an Environmental Compliance Certification Form, Exhibit H, which certifies the Project is in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA).
- E.** Grantee shall provide documentation that the Project is consistent with local zoning and land use designations, or if it is not consistent a letter from the relevant planning agency acknowledging that it will take appropriate action to make the project consistent with local zoning and land use designations.
- F.** Grantee agrees to consult with, and be consistent with, local or regional planning criteria approved by agencies within the project jurisdiction, such as master plans or watershed management plans.

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- G.** Grantee agrees to include active stakeholder/partner participation in the planning, development and monitoring process in accordance with the Project Description.
- H.** Rights in Data: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so (40 CFR 31.34, 31.36).
- I.** Disclosure: The Grantee agrees to disclose all funding sources for the full and complete planning or development project which includes this project Agreement, prior to and after Agreement approval. If the State should become aware, through any means, that the Grantee has not disclosed all funding sources for the Project, the Agreement will be referred to the State Department of Finance for a Project audit.
- J.** TIMELINESS: Time is of the essence in this Agreement. The Grantee may be considered for an extension and in the event of immediate circumstances beyond the control of the Grantee an extension and per the bond statute the project must be completed when the bond funds expire prior to March 30, 2025. The State reserves the right to terminate a grant if a grantee cannot complete a project during the Project timeline originally agreed upon, and/or if bond funds are in danger of reverting.
- K.** UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
- L.** Existence and Power. Grantee is a governmental organization validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- M.** Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- N.** Eligibility of Funds. In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.

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SECTION II - General Provisions**A. Definitions**

1. The term “Act” as used herein means the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, also known as Proposition 68.
2. The term “Agreement” as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
3. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.
4. The term “Grant Amount” as used herein means funds derived from the sale of bonds authorized by the Act.
5. The term “Grantee” as used herein means the party described as the Grantee on page one (1) of this Agreement.
6. The term “Preliminary Costs” includes planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs.
7. The term “Project” as used herein means the project described on page one (1) of this Agreement.
8. The term “Project Performance Period” as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete as described on page one (1) of this Agreement.
9. The term “Executive Officer” as used herein means the person authorized by the State to operate, administer, and manage the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy.
10. The term “Project Manager” as used herein means the person authorized by the State to be responsible for oversight of the Project, under the supervision of the Executive Officer.
11. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is authorized by Grantee by Resolution to make daily management decisions.
12. The term “NEPA” as used herein means the National Environmental Policy Act, 42 U.S.C. 4321 et seq.
13. The term “RMC General Policies” refers to the general policies and grant program guidelines of the RMC as provided as part of the RMC Grant Program Guidelines dated September 2015, as Appendix A. The RMC General Policies are also provided herein as Exhibit F.
14. The term “State” as used herein means the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC), and may be used interchangeably herein.
15. The term “Work Plan” as used herein refers to the approved Exhibit C – Budget and Expenditure Tracking, Exhibit D – Tasklist and Timeline, and Exhibit E – Monitoring and Assessment Plan included in this Agreement.

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B. Project Execution

1. Grantee agrees to complete the Project within the Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 60 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee. Extension requests may be considered by State, at its sole discretion, but in no event beyond **March 30, 2025**.
2. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.), and with the National Environmental Policy Act (NEPA), as applicable.
3. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value approved by Department of General Services (DGS). The Grantee agrees to comply with all applicable State (Government Code, Chapter 16, Section 7260) and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance must be submitted to the State.
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like. Documentation of such compliance will be made available for review upon request by the State.
5. Grantee agrees to notify the State of any upcoming deadlines related to the development and construction of the project, to allow site visits by the State to determine if development work is conducted and completed in accordance with the approved Work Plan, including a final inspection upon Project completion.
6. Grantee agrees to consult with the Project Manager and submit a written request for approval by State of any deviation from the attached Work Plan prior to implementation of such changes to the Project.
7. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Amount except where that access may interfere with habitat protection.
8. Grantee agrees to post and maintain permanent signs acknowledging the source of funds consistent with the Signage Guidelines, Exhibit G.
9. Grantee will provide one full set of as-built documents to the State upon completion of project development.
10. Grantee will immediately notify the RMC of its inability to complete a project according to the Grant Agreement. RMC reserves the right to terminate a grant if a Grantee cannot complete the project, is not submitting the required Quarterly Reports, Advance reconciliations or other Grant documentation on a timely basis, does not have the organizational capacity to carry out the deliverables of the grant, change in scope of the project is significantly different from original project description, has financial hardships (bankruptcy, fiscal insolvency or mismanagement), legal matters, and/or cannot complete the grant as agreed upon, and/or bond funds are at risk of reverting.

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C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money (Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan which includes the Tasklist, Timeline and Budget, and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project in the event of project delays, changes, or unforeseen circumstances. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

Eligible and ineligible costs include, but are not limited to, items detailed in Exhibit I, Eligible and Ineligible Costs. All eligible costs submitted for reimbursement must be accompanied by appropriate supporting documentation.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. For acquisition projects: Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, terms and conditions set forth in this Agreement.
 - b. Costs of obtaining approval of the purchase price and transaction review from the Department of General Services (DGS). The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
 - c. Requests for payment of Grant Funds shall follow procedures in accordance with Section II, D.3 Payment Documentation for acquisitions.
2. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
3. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Budget, Exhibit C as approved by the State.
4. For planning and development projects: The State may reimburse the Grantee the Grant Amount less 10% withholding, upon submission of quarterly payment requests and required Quarterly Reports consistent with the Work Plan of this Agreement.
5. Indirect and overhead costs shall not exceed 10% of the Grant Amount.
 - a. For acquisition and development projects, the total of all indirect and overhead costs and Preliminary Costs shall not exceed 10% of the Grant Amount. Preliminary Costs include planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs (see Exhibit I).
6. Line item budget changes of 10% or more (either less or more than the originally budgeted amount) must be approved by the State, especially if line item changes exceed 10% of the total project cost.

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D. Payment Documentation

1. Prior to any payment requests, the Grantee must complete Exhibit A – Agreement Summary Form and Exhibit B – Payee Data Record (State Form STD 204) and submit both forms to the RMC within ten (10) working days of approval of the grant.

Information submitted on Exhibit A may be made available to the public on the Department of Finance, Resources Agency, and Rivers and Mountains Conservancy website and on other websites as may be required by Resources Agency.

2. All payment requests must be submitted by the Grantee using a completed Payment Request Form, Exhibit J. An approved Payment Request Form constitutes as a valid invoice for payment and must be accompanied by completed forms, as applicable, listed below:

Payment Request Package

Exhibit K:	Project Costs Summary Form
Exhibit L:	Labor Costs Summary Form
Exhibit M:	Equipment Costs Summary Form
Exhibit N:	Services and Materials Costs Summary Form
Exhibit O:	Report of Alternative Funding Source Expenditures Form
Exhibit P:	Quarterly Progress Report
Exhibit Q:	Quarterly Expenditure Projection Report
Exhibit T:	Project Certification Form (prior to final payment)

The Project Costs Summary Form, Exhibit K is completed by bringing forward the total expenditures from the Labor Costs Summary Form, Exhibit L, the Equipment Costs Summary Form, Exhibit M, and the Services and Materials Costs Summary Form, Exhibit N. The Labor Costs Summary Form, Equipment Costs Summary Form, and Services and Materials Form are completed by itemizing all charges, documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identifying charges to Work Plan tasks and elements.

State will consider the use of organizational records in lieu of the detailed listing on the specific exhibits, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the Grantee's staff and/or personnel, the dates and hours for the pay period, the pay rate, the check or warrant number, and the total dollars paid for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Equipment Costs Summary Form, Exhibit M, is submitted with the Payment Request Form Exhibit J and is completed by listing the type of equipment that was used, the dates the equipment performed the work, the check or warrant number that paid for the use of the equipment, and the amount of the payment for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

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The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form Exhibit J and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes, the deliverable, the task, the date, the recipient of the funds, the check or warrant or check number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

A Report of Alternate Funding Source Expenditures, Exhibit O is submitted to the State with each Payment Request and detail costs charged to other funding sources, i.e., Grantee's own funds, State or Federal funds, other grants. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

Any payment request that is submitted without the required itemization will not be authorized. If the required itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and are not reimbursable under this Agreement.

3. Acquisition projects shall provide documentation in accordance with this section.
 - a. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form, Exhibit J and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
 - i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
 - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property; and
 - vi. Anticipated close of escrow date.
 - vii. Payee Data Record (Form STD 204) Exhibit B, completed by the escrow company.
 - b. If advance for acquisition is approved in the full amount of the grant, Grantee will provide copies of the following documents within 30 days of escrow closing to the State, or, if requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - i. Complete Payment Request Package (Exhibits J or J-A, and through Q);
 - ii. Buyer's closing statement;
 - iii. Copies of grant deeds;
 - iv. Copies of recorded Memoranda of Unrecorded Grant Agreement, Exhibit R;
 - v. Policy of title insurance;
 - vi. Project Certification Form, Exhibit T (if the Project is complete);
 - vii. Evidence of compliance with signage requirement; and
 - viii. Summary report of final total Project expenditures.

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4. Grantee shall submit all documentation of Project completion no later than the end of the Project Performance Period as shown on page one (1). This documentation shall include a Notice of Completion for development/implementation grants, attached to the Project Certification Form, Exhibit T.
5. Grantee shall submit Final reimbursement within 60 days of Project completion or end of the Project Performance Period as shown on page one (1), whichever is earlier. All project tasks must be documented as complete prior to the end of the Project Performance Period as shown on page one (1).
6. Payments shall be on the basis of costs incurred, less 10% to be withheld from all invoiced amounts.
7. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

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8. **ADVANCE PAYMENT FOR THE PROJECT IS GENERALLY NOT ALLOWED.** The State, at its sole discretion, may honor advance payment requests, if warranted by a documented compelling and immediate need.
- a. A Payment Request Form (Exhibit J), including all cost estimates for services, equipment and supplies to support the advanced amount requested, along with an itemized schedule of payments requiring immediate disbursement, should accompany this request.
 - b. Advance Payment Requests will **ONLY be authorized** if the submittal contains supporting documentation to show the funds will be expended within 30 days from the date on the warrant (generally two weeks from the date of a complete request).
 - c. If any Grant Amount is advanced, the Grantee shall place these funds in a discrete and separate account for the sole purpose of the advance, setting up and identifying such account prior to the advance. Any interest earned on the advanced amount from the Grant shall be used solely on the Project, as approved by the State. Interest earned may be spent on approved costs for the Project. In the event this is not feasible, interest earned must be returned to the State upon completion of the Project. Interest statements shall be provided to the State, at minimum on a quarterly basis.
 - d. Immediately upon disbursement of advance funds for the requested purpose, Grantee shall provide all forms as required in Item 2 of this Section with Exhibit J-A "Advance Release Form for Previously Advanced Funds." Any advanced funds remaining after 30 days from the date of the warrant must be returned to the State with any accrued interest with the Exhibit J-A.

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E. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, Exhibit P and Quarterly Expenditure Projection Report, Exhibit Q submitted to the State in accordance with the Work Plan and through regular communication with the State adhering to the following schedule:

• 1 st Quarter	January 1 - March 31	Due April 30
• 2 nd Quarter	April 1 - June 30	Due July 30
• 3 rd Quarter	July 1 - September 30	Due October 30
• 4 th Quarter	October 1 - December 31	Due January 30

The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

- a. The Quarterly Progress Report, Exhibit P, shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs scheduled in the Work Plan, Exhibit C, Exhibit D, and Exhibit E. Any major budget and timeline adjustments which will impact Exhibit C, Budget/Expenditure Tracking, Exhibit D, Tasklist and Timeline, or both must be reviewed with the Project Manager.
 - b. The Quarterly Expenditure Projection Report, Exhibit Q, shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projection reports should equal that of approved Grant Amount.
 - c. At the completion of this Project and prior to final payment, the Grantee Project Representative shall fill out and provide a Project Certification Form, Exhibit T to the State.
3. Grantee shall comply with Disclosure Requirements, including the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been funded in full or in part through an Agreement with the Rivers and Mountains Conservancy (RMC) pursuant to the State of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The contents of this document do not necessarily reflect the views and policies of the RMC, nor does mention of trade names or commercial products constitute endorsement or recommendation of use."
 4. **GRANTEE SHALL NOTIFY THE STATE AT LEAST TEN (10) WORKING DAYS PRIOR TO ANY PUBLIC OR MEDIA EVENT PUBLICIZING THE ACCOMPLISHMENTS AND/OR RESULTS OF THIS AGREEMENT AND PROVIDE THE OPPORTUNITY FOR ATTENDANCE AND PARTICIPATION BY RMC REPRESENTATIVES.**
 5. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the State for review and document all subcontractor activities in quarterly reports. The Grantee shall include a representative of the State on the selection panel for all contracted services.

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6. Grantee agrees to promptly submit reports as the State has set forth in this Agreement or as the State may request during the life of this Agreement. As stated in Section II. B, 10 Project Execution and H, 4 Loss of Grant Amount, the RMC reserves the right to terminate a grant if a Grantee is not submitting the required Quarterly Reports in accordance to the schedule set forth above.
7. Grantee shall conform with disclosures to US Fish and Wildlife Service, California Department of Fish and Game and other agencies if a special status species is found on the project site.
8. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon request by the State.

F. Project Withdrawal

1. If a Grantee wishes to withdraw a Project, Grantee shall notify the State in writing.
2. In the event an approved project cannot be completed, and if Grant Amount were advanced, those funds, plus any accrued interest, must be returned to the State.
3. If funds will be used for the CEQA/NEPA process and the Grantee has made a full-faith effort to complete CEQA/NEPA, but is unable to complete the CEQA/NEPA process or otherwise proceed with the Project due to issues related to the CEQA/NEPA process, costs incurred by the Grantee that are directly related to the CEQA/NEPA process can be applied up to the limit of 20% of the total original grant for development projects, or actual expenditures for planning grants.

G. Project Termination

1. All Grantees must complete their project by **March 30, 2025**.
2. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
5. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the consistency with acquisition, development, rehabilitation, restoration, and protection of land and water resources consistent with RMC statutes, the Proposition 68 goals identified in the California Water Action Plan and statewide plans and priorities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Amount under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Amount disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.

The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement.

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7. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Agreement, is a useable facility, and as-built documents and data have been provided to the State.

H. Loss of Grant Amount

The following actions may result in a loss in whole or part of all Grant Amount allocated to the Grantee.

1. A Grantee fails to return a signed Agreement with the RMC within 45 days of receipt of the Agreement.
2. A Grantee withdraws the Project.
3. A Grantee fails to complete the Project and/or fails to submit all documentation prior to the reversion date of the funds appropriated for the Grant.
4. RMC reserves the right to terminate a grant if a grantee cannot complete the project, is not submitting the required Quarterly Reports on time, Advance reconciliations or other Grant documentation on a timely basis, does not have the organizational capacity to carry out the deliverables of the grant, change in scope of the project is significantly different from original project description, has financial issues (bankruptcy, fiscal insolvency or mismanagement), legal issues, or cannot complete the grant during the Project timeline originally agreed upon.

I. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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J. Insurance

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) **or** ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "A-VIII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the State with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements which effect the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project. In the case of planning projects or those projects which include planning in the nature of design or engineering of a facility involving architects/engineers, a minimum limit of liability of \$1,000,000 is required.
8. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

K. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
2. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee agrees to use generally accepted accounting principles.

L. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

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M. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Amount under this Agreement only for the purpose for which the Grant Amount was requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Grantee must certify to the State that the Grantee has adequate control of, and tenure to, properties to be improved under this Agreement. Adequate controls include, but are not limited to ownership, lease, easement, joint-powers agreement, or other long-term interest in the property, or have a satisfactory Agreement with the legal owner/administering agency.
3. Grantee must certify that the property will remain available for compatible public use.
4. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
5. Grantee agrees to maintain, operate and use the property funded pursuant to this Act for a period of at least 20 years for an Agreement up to \$1,000,000 or at least 25 years for an Agreement over \$1,000,000. With the approval of the State, the Grantee or its successor in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good Cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. A lease or other short-term agreement cannot be revocable at will by the lessor.
6. Grantee shall use the property for the purposes for which the Agreement was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement.

If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the Agreement, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded by the Agreement, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

N. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

O. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of resident and pursuant to law.

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3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement.
4. Grantee shall, unless exempted, comply with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

P. Labor Compliance Program

If this project is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”), Section 75075 of the Public Resources Code applies, which imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code Section 1771.5(b). The grantee shall review these statutory provisions and related provisions to determine its responsibilities.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappeasable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities)

Q. Union Organizing

The grantee acknowledges the State policy contained in Government Code sections 16645 through 16649, prohibiting the use of State funds disbursed as a grant to assist, promote or deter union organizing.

In executing this agreement, the grantee certifies that none of the funds disbursed under this agreement shall be used to “assist, promote or deter union organizing”, as that phrase is defined by Government Code section 16645(a). The grantee shall: (1) maintain records sufficient to show that any expenditure by the grantee to assist, promote or deter union organizing have not been made from State grant funds; and (2) provide these records to the Attorney General upon request.

R. Drug-Free Workplace Requirements:

Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
 - a. Receive a copy of the company's drug-free workplace policy statement; and,

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- b. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

S. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

T. Waiver

No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

U. Assignment

Without the written consent of the RMC this Agreement is not assignable by the Grantee either in whole or in part.

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Exhibit A

Agreement Summary Form (Submit one time at beginning of project)

PLEASE PROVIDE A HARD COPY AND AN ELECTRONIC COPY TO THE RIVERS AND MOUNTAINS CONSERVANCY WITHIN 10 WORKING DAYS OF APPROVAL OF THE GRANT.

Date:

PROJECT INFORMATION

Project Title:

Project Purpose – Problem / Goals ("why" the project):

Project Abstract (brief description of project):

Which RMC program is funding this project? Please put an "X"

☐ *Prop 1/68 Urban Lands*

☐ *Prop 1/68 River/Tributary Parkways*

☐ *Prop 1/68 Mountains, Hills, and Foothills*

PROJECT REPRESENTATIVE

Name:

Job Title:

Organization:

Webpage Address:

Address:

Phone:

Fax number:

Email:

PROJECT PERFORMANCE PERIOD

From:

To:

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PARTICIPANTS AND PARTNERSHIPS, INCLUDE ALL STAKEHOLDERS

PROJECT LOCATION

Address:

Size of Project (include units):

Counties included in project:

Biography of Grantee:

Biography of Project:

Short-term Goals:

Long-term Goals:

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Exhibit B – Form STD 204

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

- ☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE**TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

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**Exhibit C - (Supplied by Grantee) Work Plan -
Budget / Expenditure Tracking**

Grantee: City of Brea

Project Name: Tracks at Brea Western Extension Park Planning

Contact and Address: 1 Civic Center Drive, Brea, CA 92821

**RMC Total Budget Request:
\$225,000**

	Work Plan Task Number and Name	Cost Per Task	RMC Budget (this total amount must be the same as the amount requested in the grant application)	
1	Task #1 - Project Management	\$ 15,000.00	\$ 15,000.00	
2	Task #2 - Community Engagement	\$ 35,000.00	\$ 35,000.00	
3	Task #3 - Concept Development	\$ 145,000.00	\$ 145,000.00	
4	Task #4 - Permitting	\$ 30,000.00	\$ 30,000.00	
	TOTAL FUNDED = \$225,000		\$ 225,000.00	

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Exhibit D - (Supplied by Grantee)
Work Plan - Tasklist and Timeline

Grantee: City of Brea Project Name: Tracks at Brea Western Extension Park Planning Contact and Address: 1 Civic Center Drive, Brea, CA 92821 RMC Tasklist and Timeline								
Work Plan Task Number and Name	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	End Period
Task #1 - Project Management								
Kickoff Meeting								12/31/21
Project Manager Meetings								6/30/23
Invoicing & Progress Reports								6/30/23
Task #2 - Community Engagement								
Public Outreach Workshops								3/31/22
Agency Stakeholder Meetings								3/31/22
Elected/Appointed Officials Meetings								6/30/23
Task #3 - Concept Development								
Background Review								12/31/21
Site Walk & Constraints Analysis								3/31/22
Preliminary Concept Development								9/31/22
Final Concept Plan (30%) Development								6/30/23
Cost Estimates								6/30/23
Implementation Plan								6/30/23
Task #4 - Permitting								
Permit Coordination								6/30/22
Secure Permits								6/30/23

Exhibit E - (Supplied by Grantee)
Work Plan - Monitoring and Assessment Plan

- f. **Monitoring and Assessment Plan:** The following measurable goals and objectives will be utilized to monitor and evaluate the planning project:
- i. Develop and finalize a conceptual plan for the Western Extension Park for low impact recreation, urban park, and green infrastructure that restores native habitats.
 - ii. Incorporate water quality best practice management techniques into the conceptual plan.
 - iii. Host and complete 2-3 community engagement activities during planning efforts.
 - iv. Identify permits required for future project implementation.
 - v. Complete project cost estimates for the conceptual plan.

Exhibit F

RMC General Policies

A. GUIDING PRINCIPLES

The overall policy guidelines for the RMC are found in two primary references: the statute which created the RMC, Public Resources Code Section 32600, and *Common Ground, from the Mountains to the Sea*, the watershed and open space plan for the *Los Angeles and San Gabriel River watersheds* which was adopted by the RMC and further identifies the policies of the agency. Both documents can be found at: www.rmc.ca.gov/plans/intro.html.

Further, the RMC requires that all proposed projects, as applicable, follow the guidelines and principles identified in the Greater Los Angeles County Integrated Regional Water Management Plan, Los Angeles River Master Plan, San Gabriel River Master Plan, the Watershed Plans for the Rio Hondo, Coyote Creek, Compton Creek, and Upper San Gabriel River (if available).

Consistency with these policies is an essential element of the grant agreement required for execution by all successful project applicants. All project applicants will be required to submit a Project Development Plan which contains information on how the project will conform to these policies for approval by the RMC prior to commencement of the project.

Further, RMC is committed to promoting projects which meet multiple objectives such as, providing water quality protection through storm water best management practices on urban land which creates new open space with passive recreation elements and educational/interpretive elements. The RMC further promotes project partnerships which increase stakeholder involvement and commitment, and projects that bundle multiple funding sources which increase project resources.

GIS planning tools developed by the Green Visions program or similar mapping efforts may be used by applicants to identify projects which are likely to meet RMC funding criteria and policy objectives and will be used by RMC staff to evaluate and validate information submitted on some projects. Information regarding Green Visions and tool applications can be found at: www.greenvisionsplan.net.

B. RMC'S THREE PROGRAM AREAS

Urban Land: Land within the developed, urban core of the RMC territory that does not fall directly within the other two categories of River/Tributary Parkways and Mountains, Hills and Foothills. **It is the primary intent of this program to create new accessible urban passive open space and recreational opportunities.**

River/Tributary Parkways: Land falling within one-quarter mile on either side of the centerline of a river or tributary within the RMC territory, but not within a Mountains, Hills, and Foothills or Urban Land area. **The primary intent of this program is to provide for a revitalized accessible river parkway along the main stems of the San Gabriel and Lower Los Angeles Rivers and their tributaries, increase riparian corridors, and provide enhanced recreational opportunities.**

Mountains, Hills, and Foothills: Land lying within the area of a named system of mountains, hills, and foothills. More specifically, land lying within the geographic area of the San Gabriel Mountains, the San Jose, San Rafael, Montebello (Repetto), Puente, Chino, Coyote, or Signal Hills, the San Gabriel foothills, and within the territory of the RMC and NOT within the Urban Lands or River/Tributary Parkways area. **The primary intent of this program is watershed, habitat, and wildlife corridor protection, trails and public access as appropriate to the site.**

C. PROJECT CRITERIA

RMC requires that all proposed projects, as applicable, meet the following criteria. Criteria which are applicable to the project must be described adequately in Work Plan.

1.0 RESTORE RIVER PARKWAYS

The project is identified in an existing or proposed trail plan (e.g. Master bikeway Path Plan) or connects communities to major existing or planned trails or open space. Restore River Parkway, Section 79732 (3) California River Parkways Act of 2004.

The RMC considers access to parks, open space, trails, bikeway, natural areas and low impact recreation for all persons within a ¼ or 10 minute walk from their homes to be a primary objective in our programs. Further, access to all members of our communities must be consistent with the physical and/or cultural needs within all our communities.

Projects will be designed with accessible park staging areas and trails meeting the minimum guidelines established by the U.S. Access Board. The Access Board is the Federal agency responsible for creating guidelines and standards for accessible environments (<https://www.access-board.gov/guidelines-and-standards/recreation-facilities/outdoor-developed-areas>). The minimum requirements found in the Outdoor Developed Areas Final Report are based on the following principles:

- a. Protect resource and environment
- b. Preserve experience
- c. Provide for equality of opportunity
- d. Maximize accessibility
- e. Be reasonable
- f. Address safety
- g. Be clear, simple, and understandable
- h. Provide guidance
- i. Be enforceable and measurable
- j. Be consistent with Americans with Disabilities Act Accessibility Guidelines (ADAAG) as much as possible
- k. Be based on independent use by persons with disabilities.

2.0 EDUCATION/INTERPRETIVE ELEMENTS

Educational and Interpretive elements allow the project to communicate its place in the watershed, and potentially provide the community with tools to understand the watershed and appropriate behaviors within the watershed.

- a. Any educational/interpretive and/or informational elements and signage must be included in all development projects and must be consistent with applicable plans, i.e., the Los Angeles River Master Plan and San Gabriel River Corridor Master Plan, the Signage Guidelines.
- b. All signage will be accessible to most users.
- c. All signage will be culturally and linguistically appropriate to the community of users.
- d. The educational/interpretive message will include natural history, cultural history, and watershed stewardship.
- e. The planning and design for the project will include active stakeholder participation.
- f. There will be measurable goals with regard to public education in any educational element.

3.0 HABITAT AND RESTORATION (Creation, Enhancement, Preservation)

RMC's habitat goals are to create, enhance, preserve and protect important terrestrial, avian, and aquatic habitats in the watersheds and to preserve or establish habitat linkages and/or corridors.

- a. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the creation of new natural habitat (that did not formerly exist on site) is within the scope of the project.
- b. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the enhancement of existing natural habitat is within the scope of the project.
- c. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the preservation of existing natural habitat is within the scope of the project.
- d. The potential for a project to result in habitat alterations or other similar disturbances must be considered and addressed. If the project negatively impacts existing habitat as part of the enhancement or restoration, a strategy to mitigate adverse impacts and for quantifying the success of the mitigation must be identified. All necessary permits must be obtained for projects that include major habitat modifications.
- e. Projects applicant will provide a Project Management Plan which describes a long term plan for management and protection of the habitat(s) created, enhanced, preserved, or restored.

4.0 MATCHING FUNDS

The RMC does not require matching funds; however, it is important to recognize the efforts of local communities to secure other funding, therefore special consideration will be given to projects which identify substantive matching funds for otherwise competitive project proposals.

5.0 ENVIRONMENTAL JUSTICE AND DISADVANTAGED COMMUNITIES

The RMC is committed to projects that conform to the Environmental Justice Policy that was approved by the Board in Nov. 2014. The concept of Environmental justice is designed to give people of all races and incomes equal access to open space and a healthier quality of life. Environmental justice communities where environmental justice principles are commonly identified as those where residents are predominantly minorities and low-income; and where residents are at a disadvantage because they are exposed to negative environmental influences that are barriers to their health and well-being, and in some instances, have been excluded from the decision making process in relation to their built environment. This environmental justice policy aims at addressing the environmental inequities and lack of access in the communities that the RMC covers.

The **ENVIRONMENTAL JUSTICE POLICY** states the following:

It is the policy of the RMC that the fair treatment of people of all races, cultures and income shall be fully considered during the planning, decision-making, development and implementation of all RMC programs, policies, and activities. The intent of this policy is to ensure that the public within the RMC catchment area including minority and low-income populations are not discriminated against; treated unfairly, or caused to experience disproportionately high and adverse human health or environmental effects from environmental and land-use decisions, and that kids and families have access to safe open space and healthy neighborhoods.

It shall be the RMC's action to:

1. Make environmental justice considerations a standard in the way we do business. We will keep an environmental justice perspective in our programs, activities, and training, as we set priorities, identify program gaps, and assess the benefits and adverse impacts our programs have on communities in our catchment area.
2. Work with local elected officials, staff of cities, and community groups, to address concerns about lack of access to safe open space, especially in low-income and minority communities.
3. Review and evaluate RMC programs and activities to ensure that the environmental justice perspective through its programs does not contain any substantive gaps.
4. Develop and incorporate an environmental justice program element into our employee-training curriculum.
5. Annually provide a staff briefing to the Board at a public meeting regarding ongoing and planned activities. Issue a written annual status report identifying action items accomplished and a proposed work plan outlining the action items for the next year. The work plan shall include quantitative goals for working in disadvantaged communities and populations adversely impacted by industrial and transportation proximities.
6. Strengthen our public outreach, education, and organizing efforts in all communities, especially low-income communities and where we see a need for the implementation.
7. Identify partners within land-use and transportation agencies that are responsible for the environmental benefits or adverse impacts in our neighborhoods and address potential mitigation activities.
8. Work with cities, County of Los Angeles, and community groups in identifying relevant populations living in close proximity to industrial and transportation locations that may benefit from RMC programs and activities.
9. Taking a proactive role in working with cities in adopting and/or updating their General Plans to implement environmental justice policies.
10. Work in conjunction with other federal, state, regional, and local agencies to ensure consideration of disproportionate impacts on relevant populations and create action oriented mitigation plans.
11. Fostering broad access to existing and proposed data sets and technology to better identify, analyze, and respond to environmental justice issues (database bank).

6.0 MULTI-BENEFIT AND MULTI-JURISDICTIONAL

The RMC is committed to improving the quality of life for the communities in which we work. This includes providing funding to projects that are multi-benefit, achieve more than one water related element and multi-jurisdictional, which can include a partnership with more than one city, or includes more than one watershed, or is a partnership between one or more counties.

7.0 STAKEHOLDERS/PARTNERS

The RMC is committed to projects that are well designed and appropriately used by the community once completed. The stakeholder process is a critical element to all successful projects. Each project will identify and include a plan to involve stakeholders/partners in their project. Stakeholders/Partners on a project are those that can give strategic and expert information to ensure the project is successful. These groups may include, but are not limited to; the surrounding community, agencies with jurisdiction over the project, non-profit organizations in the community, and other staff/departments of the project applicant's organization. Community meetings should be presented in a language that is reflective of the community and further, these meeting should be held at times when the target audience is likely to attend.

The RMC encourages partnerships with State or local youth employment programs (e.g., California Conservation Corps, Los Angeles Conservation Corps, San Gabriel Conservation Corps and/or similar youth employment programs).

- a. Each project will include stakeholder communication and participation in the development, design, and construction of a project, where appropriate.
- b. The project will include active stakeholder participation during all phases. Some examples of stakeholder participation are:
 - i. Focus groups: a specific small group of the community with expertise, knowledge or that will be affected by the project.
 - ii. Community meetings: a series of meetings where a large portion of the community surrounding or influenced by the project, as well as agencies, non-profits, school personnel, etc., are invited to be informed and updated then asked to give input to the project.
 - iii. Technical groups/committees: a series of meetings where government agencies, experts, academics (appropriate to the project) are asked to give expert advice on a project.

8.0 STEWARDSHIP AND MANAGEMENT PLAN

Stewardship is a critical component of a successful project and due to the often difficult budgetary constraints faced by project applicants it is mandatory that each RMC funded project have a long term sustainable management plan in place.

- a. Each project will have active stakeholder participation in the long-term management of the facility/site.
- b. A post-restoration habitat maintenance plan must accompany habitat restoration plans.
- c. Committed involvement by qualified community groups in future habitat stewardship is highly encouraged.

9.0 WATER SUSTAINABILITY/STORAGE/INFRASTRUCTURE

RMC is committed to addressing global climate change and sustainable practices through the creation of new parks, open space, and trails, promotion of water conservation and recycling, use of sustainable

materials, enhancing multi-use transit opportunities, and developing partnerships to reduce the carbon footprint of communities. Therefore, the following principles will apply to all projects submitted for RMC funding:

- a. Projects which include construction or renovation of buildings/structures larger than 1,000 gross square feet must be consistent with elements in the Leadership in Energy and Environmental Design (LEED), US Green Building Council standards for (1) Sustainable site planning, (2) Safeguarding water and water efficiency, (3) Energy efficiency and renewable energy, (4) Conservation of materials and resources, and (5) Indoor environmental quality. Information on the LEED program is located at: <http://www.usgbc.org>.
- b. A minimum of 50% of hardscape elements (gates, fences, lighting fixtures, benches, bike racks, drinking fountains, signage, etc.), must be recycled material content products, to further the RMC's mission of sustainable development. A resource guide for Recycled Material Content Products is located at: <http://www.ciwmb.ca.gov/RCP/>.
- c. Plant materials shall exclude the use of invasive exotic plant species, as listed in the document "*California Invasive Plants Inventory*" published by the California Invasive Plant Council. For more information refer to the planning palette section of: <http://www.cal-ipc.org/ip/inventory/index.php>. Furthermore, any invasive exotic plant species that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- d. A minimum of 75% of the landscaping will be comprised of locally native plant species included in the RMC adopted plant palette. To maintain and support the integrity of local genetic biodiversity, plants shall be propagated from appropriate local sources consistent with Objective C-1 of the Los Angeles River Master Plan Landscape Guidelines, or the San Gabriel River Watershed Plant List, as it becomes available. Projects located in natural areas are required to use native plant species appropriate to that region. Referenced guidelines and plant lists adopted by RMC are located at: <http://www.rmc.ca.gov/grants/resources.html>.
- e. Projects or facilities shall maintain flood protection through natural and non-structural systems and ecosystem restoration; establish riverfront greenways to cleanse water, hold floodwaters and extend open space.
- f. Projects and facilities shall optimize water resources by improving the quality of surface and groundwater and enhance ground water recharge, to reduce dependence on imported water.

10.0 URBAN LANDS

The RMC believes that urban parks, open space, trails *and other outdoor settings* are critical elements to a community's infrastructure. This "green" infrastructure particularly in urban areas provides much needed opportunities for recreation and community areas for residents to enjoy nature. RMC is committed to working with public and private partners to create new parks, open space, and trails in areas with the greatest need. Many urban areas lack adequate parkland to meet the needs of community residents, especially youth and low-income residents. RMC is working with our partners to facilitate increased opportunities for parks through a variety of strategies that include joint-use agreements, land acquisition, development of existing public land, and restoration of negatively impacted sites.

11.0 WATER RESOURCES AND QUALITY

The RMC encourages projects which provide for water conservation, groundwater recharge, improve storm water quality, drinking water quality, and flood management using natural and non-structural systems.

- a. Site grading, bio swales, and/or porous materials will be used to retain storm water on site to the maximum extent feasible, consistent with the Standard Urban Storm Water Mitigation Program

adopted by the LA Regional Water Quality Control Board. Information is available online at:

http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/sw_reports_and_documents.shtml

- b. Porous materials and/or recycled paving materials will be used instead of impervious paving materials for projects requiring pavement (i.e., parking lots, trails, etc.) unless prohibited by local building codes.
- c. Storm water best management practices (BMPs) must be utilized on the project site. In areas where grading, vegetation clearing, or planting is planned, BMPs must be utilized to control excessive erosion while vegetation becomes established.
See <http://www.cabmphandbooks.com> for more information.
- d. Any irrigation installed on the project site must be a water efficient irrigation system. In projects where turf is planned, both a rain sensor and a soil moisture meter are required to ensure water efficient irrigation practices. A rain sensor will halt irrigation on days it is raining, eliminating excessive water runoff. A soil moisture meter will automatically shut off irrigation when the root zone of the turf becomes saturated, preventing excessive irrigation runoff.
- e. All projects funded by the RMC must be consistent with applicable water supply; water quality and flood control policies and conform to the requirements of Public Resources Code Section 32621.
- f. Projects that include open water should include design elements and maintenance schedules that inhibit mosquito breeding and reduce the need for vector control.

Exhibit G

Signage Guidelines (Minimum Requirements)

Authority

All Projects funded by RMC under the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68), must include a posted sign acknowledging the source of the funds.

Purpose

Installation of signs at all Project sites is intended to acknowledge the public's support of the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 and promote the benefits provided by Bond fund assistance.

Additional Project-specific signage may be required for other purposes, i.e., Projects which include trails, interpretive elements, etc.

Approvals

All Project signage must be submitted for approval by the Project Manager prior to construction.

Types of Signs

1. Construction Signage to be posted during construction

Grantees are required to post a sign at the Project site during construction for those Projects funded in excess of \$250,000 and/or those Projects located in areas of high visibility (such as near a major thoroughfare). Recommended minimum size of sign: 4 feet x 8 feet, language and RMC universal logo information provided below. On construction signage, the logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate, as approved by the Project Manager.

2. Permanent Signage to be Posted Upon Completion (required for all Projects)

All Grantees are required to post permanent signage at the Project site for those Projects funded in excess of \$250,000. The sign must be available at time of final Project inspection. All signs must include the RMC universal logo. There is no minimum or maximum size for the sign (other than the minimum size for the logo on construction signage) as long as the sign contains the required wording (see below) and is in within public view of the project. Permanent signage must be approved by the assigned RMC Project Manager to ensure location is appropriate and size and design are compatible with overall project.

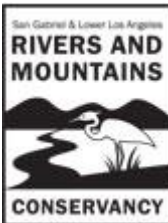
3. Project Specific Signage

Additional Project-specific signage may be required for other purposes, i.e., directional signage, trail identification, interpretive elements, etc. All Project signage must be coordinated with appropriate local signage requirements and submitted for approval by the Project Manager prior to construction.

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Language for Construction and Permanent Signage

All construction and permanent signs will contain the minimum language below:

<p align="center"> (Project Name) Another Project to Improve California Funded by the Rivers and Mountains Conservancy </p> <p align="center">  </p> <p align="center"> The California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 <i>(insert current officeholder name), Secretary for Resources</i> <i>(insert current officeholder name), Governor</i> </p>

The name of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

RMC Universal Logo

All signs will contain the RMC Universal logo. The logo templates are available on line at <http://www.rmc.ca.gov/grants/resources.html>. The Project Manager can also provide the logo electronically upon request.

- On all signage, the logo must be mounted in an area to maximize visibility and durability.
- On construction signage only, the logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

The goal is to have Project signs, including the RMC logo, in place for the life of the project for all Projects that received RMC funds over \$250,000. This also includes project specific signage such as directional signage, trail identification, interpretative signage, etc.

Sign Cost

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g., bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings, etc.

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Appropriateness of Signs

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project. Alternate signage must be clearly recognizable as RMC California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 Project.

Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a California Department of Transportation (Caltrans) encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. Caltrans website: <http://www.dot.ca.gov/>.

Further Questions

The Grantee should consult with the Project Manager to resolve any sign issues.

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Exhibit H**Environmental Compliance Certification Form**
California Environmental Quality Act (CEQA) and/or
National Environmental Policy Act (NEPA)**Grantee/Applicant:** _____ **Project Name:** _____**Project Address:** _____**When was CEQA/NEPA analysis completed for this project? Date** _____**What document(s) was filed for this project's CEQA analysis: (check all that apply)**

- ☐ Initial Study ☐ Notice of Exemption ☐ Negative Declaration ☐ Mitigated Negative Declaration
☐ Environmental Impact Report ☐ Other: _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

What document(s) was filed for this project's NEPA analysis: (check all that apply)

- ☐ Categorical Exclusion Determination ☐ Environmental Assessment/Finding of no Significant Impact (EA/FONSI) ☐ Environmental Impact Statement (EIS)/Notice of Availability
☐ Other: _____

Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (_____) _____ Email: _____

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Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA/NEPA analysis for this project encompasses all aspects of the work to be completed with grant funds.

Authorized Representative
(Signature)

Authorized Representative
(Printed Name and Title)

Date

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Exhibit I Eligible and Ineligible Costs

ELIGIBLE COSTS All eligible costs must be supported by appropriate documentation

COSTS	EXPLANATION	EXAMPLES
Preliminary Costs (not to exceed 10% of grant total)	<ul style="list-style-type: none"> Costs incurred after an Agreement with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs Expenditure subject to maximum of 10% of total grant 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits/Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project
Construction	<ul style="list-style-type: none"> All necessary construction activities Construction management 	<ul style="list-style-type: none"> Site preparation, grading Facility development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Leased equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Fixed resting areas/benches
Construction Tools/Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay Costs may be capitalized according to the Grantee's standard policy The Grantee may only claim those costs reasonably attributable to the Project 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as fasteners, nails, or other hardware and non-fixed equipment
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act requirements. 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, Government Code.
Acquisition Costs	<ul style="list-style-type: none"> Appropriate costs of acquiring real property DGS approved appraisal costs 	<ul style="list-style-type: none"> Purchase price/Appraisals Title/Escrow fees Surveying/Improvements
<u>Indirect/Overhead</u>	<ul style="list-style-type: none"> <u>Costs shall not exceed 10% of grant total</u> 	<ul style="list-style-type: none"> <u>Administrative overhead</u>
Restoration/Rehabilitation Costs	<ul style="list-style-type: none"> All required materials for restoration/rehabilitation work Includes removal and disposal of exotic/invasive species 	<ul style="list-style-type: none"> Planting/Soil improvements Irrigation systems (temporary or permanent, as applicable)
Environmentally Aimed BMP Measures	<ul style="list-style-type: none"> Components to storm water management projects that include habitat supporting measures 	<ul style="list-style-type: none"> Filtration systems Erosion control materials
Education Infrastructure	<ul style="list-style-type: none"> All fixed materials that serve interpretive or educational purposes 	<ul style="list-style-type: none"> Signs/Interpretive aids/Kiosks
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Communications expenses Construction insurance Signs/Interpretive aids Transportation costs

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Ineligible Costs

The following is a non-exclusive list of ineligible project costs:

COSTS	EXPLANATION	EXAMPLES
Operations and Maintenance Costs	<ul style="list-style-type: none"> Costs necessary for the short or long term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed 	<ul style="list-style-type: none"> Personnel or employee services Equipment, supplies
Non-fixed Equipment	<ul style="list-style-type: none"> Equipment that is not permanently fixed to the project facility or used for construction 	<ul style="list-style-type: none"> Computer equipment (hardware and software) Portable equipment
Playground Equipment or Infrastructure	<ul style="list-style-type: none"> Active recreation equipment costs are ineligible 	<ul style="list-style-type: none"> Swing sets, skate parks, pools, ball field apparatus, basketball courts
Mitigation Costs	<ul style="list-style-type: none"> Costs associated with exclusively fulfilling mitigation requirements for this or other projects 	<ul style="list-style-type: none"> Land acquisition, development, restoration or rehabilitation for mitigation for this or other projects
Ceremonial or Publicity Expenses	<ul style="list-style-type: none"> Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage) 	<ul style="list-style-type: none"> Food and beverages Facility rental
Ineligible Travel	<ul style="list-style-type: none"> Travel costs not directly associated with the project Travel claimed when no work time was claimed for the same period 	<ul style="list-style-type: none"> Travel expenses
Lobbying/Fundraising	<ul style="list-style-type: none"> Costs associated with grant application preparation, for this grant or for others associated with this or any other project Costs associated with lobbying legislature or other bodies for funds for this or any other project 	<ul style="list-style-type: none"> Staff time Lobbyist fees Travel expenses
Agreement Cost Overruns	<ul style="list-style-type: none"> Unapproved Agreement costs overruns exceeding the allowable amount as per Agreement budget specifications 	<ul style="list-style-type: none"> Unapproved costs

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Exhibit J
Payment Request Form

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)
100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447

SUBMIT TWO ORIGINAL SIGNATURES FOR EXHIBIT J

An approved Payment Request Form (Exhibit J) constitutes a valid invoice for payment.

ALL Exhibits K – Q must be attached to validate this Payment Request

1. DATE OF PAYMENT REQUEST	<i>FOR RMC USE ONLY</i>
2. GRANT NUMBER	
3. GRANTEE NAME	
4. PROJECT TITLE	
5. TYPE OF PAYMENT ► <input type="checkbox"/> ADVANCE REQUEST <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input type="checkbox"/> RETENTION	

6. PAYMENT INFORMATION

<u>WORK PERFORMED:</u>	<u>PAYMENT #:</u>	<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
FROM: _____ TO: _____ Beginning & Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.			
a. ORIGINAL Amount of Grant	\$		
b. TOTAL Payments REQUESTED to Date (Including Retention)	\$		
c. AVAILABLE Grant Balance (a minus b)	\$		
d. TOTAL Amount of this Payment Request (Including Retention)	\$		
e. LESS 10% Retention of this Payment Request (10% item d)	\$		
f. ACTUAL Payment ISSUED for this Request (d minus e)	\$		
g. AVAILABLE Grant Balance AFTER this Payment Request. (c minus d)	\$		
h. TOTAL Retention held to date (b + d) x 10%	\$		
i. TOTAL Remaining Grant Balance, including Retention held. (g + h)	\$		

7. MAKE WARRANT PAYABLE TO:

GRANTEE NAME (OR) (see rev side)	_____
PAYEE NAME (If different from Grantee)	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
ATTENTION:	_____

Authorized Signature - GRANTEE	TITLE	DATE
FOR RMC USE ONLY		
Authorized Signature - PAYMENT APPROVAL	TITLE Executive Officer	DATE

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PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. DATE of PAYMENT REQUEST – Date Payment Request was submitted
2. GRANT NUMBER – RMCXXXX As shown in Certification of Funding section of the Project Grant
3. GRANTEE – Name of Grantee as shown on the Project Agreement
4. PROJECT TITLE – Title of Project for which payment is requested
5. TYPE OF PAYMENT – Check appropriate box (Use form J-A for Advance Release)
6. PAYMENT INFORMATION

WORK PERFORMED: FROM: _____ TO: _____

This is now required by STATE CONTROLLER. Payment cannot be made without this information.

Beginning & Ending dates of work performed during the invoiced period.

Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.

- a. **ORIGINAL** Amount of Grant
- b. **TOTAL** Payments **REQUESTED** to Date (Including Retention)
- c. **AVAILABLE** Grant Balance (a minus b)
- d. **TOTAL** Amount of this Payment Request (Including Retention)
- e. **LESS** 10% Retention of this Payment Request (10% item d)
- f. **ACTUAL** Payment **ISSUED** for this Request (d minus e)
- g. **AVAILABLE** Grant Balance **AFTER** this Payment Request. (c minus d)
Grantee should use this figure to budget expenses for the remaining tasks of the agreement.
- h. **TOTAL Retention** held to date (b + d) x 10%
- i. **TOTAL Remaining** Grant Balance, including Retention held. (g + h)

7. MAKE WARRANT PAYABLE TO:

GRANTEE NAME: _____ (Please do NOT complete both GRANTEE & PAYEE fields)

OR

PAYEE NAME: _____ (If different from Grantee Name; i.e. Escrow/Title Co)

8. AUTHORIZED SIGNATURE – Grantee

Payment request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of the charges.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

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Exhibit J-A

Advance Reconciliation Form for Previously Advanced Funds
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)
 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447

1. DATE OF ADVANCE RELEASE	<i><u>FOR RMC USE ONLY</u></i>
2. GRANT NUMBER RMC	
3. GRANTEE NAME	
4. PROJECT TITLE	
5. TYPE OF REQUEST ► <input type="checkbox"/> ADVANCE RELEASE <input type="checkbox"/> ADVANCE RECONCILIATION <input type="checkbox"/> FINAL RELEASE OF ADVANCE RETENTION	

6. ADVANCE RELEASE INFORMATION :

<u>WORK PERFORMED:</u> FROM: _____ TO: _____ Beginning & Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT		<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
a. ADVANCE Amount	\$		
b. TOTAL Advance Releases REQUESTED to Date (Including Retention)	\$		
c. AVAILABLE Advance Amount (a minus b)	\$		
d. TOTAL Amount of this Advance Release (Including Retention)	\$		
e. LESS 10% Retention of this Advance Release Request (10% item d)	\$		
f. ACTUAL Advance Amount RELEASED for this Request (d minus e)	\$		
g. REMAINING Advance Amount AFTER this Release. (c minus d)	\$		
h. TOTAL Retention held to date (b + d) x 10%	\$		
i. Remaining Advance Amount Available, including Retention held. (g + h)			

Total Grant Amount:

GRANTEE NAME (OR) (see rev side)	_____
STREET ADDRESS	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
ATTENTION:	

Authorized Signature - GRANTEE	TITLE	DATE
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FOR RMC USE ONLY

Authorized Signature - RECONCILIATION APPROVAL	TITLE	DATE
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ADVANCE RECONCILIATION INSTRUCTIONS

The following instructions correspond to items on the ADVANCE RECONCILIATION Form, which is to be used to request release of previously advanced funds for payment of expenditures

1. **DATE of ADVANCE REQUEST** – Date Advance Request was submitted
2. **GRANT NUMBER** – RMCXXXX As shown in Certification of Funding section of the Project Grant
3. **GRANTEE** – Name of Grantee as shown on the Project Agreement
4. **PROJECT TITLE** – Title of Project for which payment is requested
5. **TYPE OF PAYMENT** – Check appropriate box
6. **ADVANCE RECONCILIATION INFORMATION** –

WORK PERFORMED: FROM: _____ TO: _____

This is now required by STATE CONTROLLER. Payment cannot be made without this information.

Beginning & Ending dates of work performed during the invoiced period.

Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.

- a. **ADVANCE** Amount
- b. **TOTAL** Advance Releases **REQUESTED** to Date (Including Retention)
- c. **AVAILABLE** Advance Amount (a minus b)
- d. **TOTAL** Amount of this Advance Release (Including Retention)
- e. **LESS** 10% Retention of this Advance Release Request (10% item d)
- f. **ACTUAL** Advance Amount **RELEASED** for this Request (d minus e)
- g. **REMAINING** Advance Amount **AFTER** this Release. (c minus d)
- h. **TOTAL Retention** held to date (b + d) x 10%
- i. **Remaining** Advance Amount Available, including Retention held. (g + h)

AUTHORIZED SIGNATURE – Grantee:

Advance Release request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting amounts, dates, recipients, and purpose of the charges.

Advance Release requests without complete and accurate documentation will not be approved until required information is received.

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Exhibit K

Project Costs Summary Form

Grantee Name: _____
 Agreement No.: _____

a. Labor Costs Summary Form, Exhibit L	\$ -
b. Equipment Costs Summary Form, Exhibit M	\$ -
c. Services and Materials Cost Summary Form, Exhibit N	\$ -
d. Subtotal (a + b + c)	\$ -
e. Indirect Costs*	\$ -
f. Total Amount of this Reimbursement Request (d + e) (carry amount forward to Exhibit J, line d)	\$ -
g. Report of Alternative Funding Expenditures, Exhibit O	\$ -
Total Current Expenditures for this reporting period (f + g)	\$ -

Exhibit K:

A reconciliation worksheet or updated Budget/Expenditure Tracking sheet and Tasklist MUST be submitted for every payment request and include all previously submitted invoices

Tasklist line items must be clearly delineated and align with the approved budget on the grant agreement or most recent amendment. Costs must be tracked by task. If Grantee foresees a line item to exceed the approved budgeted amount by 10% (over or under), or a line item needs to be added/removed, Grantee must submit a revised budget and tasks timeline to the RMC for approval.

****Indirect costs may be claimed if all of the following are met:***

- Approved budget in the grant agreement or most recent amendment includes a line item for indirect costs***
- Amount on Line e does not exceed 10% of current payment request (Line d)***
- Cumulative amount of Indirect Costs do not exceed 10% of the grant amount***
- Methodology of Indirect Costs calculation and types of expenses (ie. Administrative, legal, OH rate) are included with this payment request***

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Exhibit L*
Labor Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task	Staff / Personnel	Pay Period	No. of Hours	Hourly Rate	Check No. / DD	Total Per Pay Period
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

*Total \$ \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

Exhibit L:

Labor Costs include costs for GRANTEE administrative costs with hourly rates and what tasks were completed per the approved budget. The Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the GRANTEE's staff and personnel, the dates and hours for the pay period, the pay rate, the check, warrant number or direct deposit, and the total dollars paid for the period of the reimbursement request for administrating the RMC GRANT.

Exhibit M*
Equipment Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Type of Equipment	Dates Work Performed	Invoice No.	Check No.	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

***Total \$** \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

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Exhibit N*
Services and Materials Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task No.	Consultant / Contractor / Vendor	Dates Work Performed	Invoice No.	Check No.	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

***Total \$** \$ -

****Carry Total forward to Project Costs Summary Form, Exhibit K***

Exhibit N:

Services and Materials include consultants, sub-consultants, etc. and other vendor costs that were employed by the GRANTEE to complete approved tasks.

The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form Exhibit J and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes the deliverable, the task, the date, the recipient of the funds, invoice of the consultant/vendor, the check or warrant or check number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request.

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Exhibit O*
Report of Alternative Funding Expenditures
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task	Date Received	Funding Source	Funding Source Exhausted? (Y / N)	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

***Total \$** \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

Exhibit O:

Alternative Funding Expenditures are expenditures that occurred during the reporting work performance period that were paid from other funding sources. These sources include matching funds, accrued interest, and in-kind services and goods. If your grant application was approved with matching funds, this form is REQUIRED to be submitted with every Exhibit J Payment Request Form or Exhibit J-A Advance Reconciliation Form, even if no alternative funding sources were received during this period.

Exhibit P

Quarterly Progress Report
Calendar Year: _____

PROGRESS REPORT # _____

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 – March 31	April 1 – June 30	July 1 – September 30	October 1 – December 31

Project Name:
RMC Project Number:
Performance Period:
Submitted by:
Date Submitted:

Summary of Work Completed During This Reporting Period, corresponding to Tasklist and Timeline

Task	Description of Progress	% of Work Complete	Consistent w/Exhibit D Tasklist and Timeline		
			Yes	No	If no, explain
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

Progress Report Narrative: Include Photos and Brief Summary of deliverables completed.

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Exhibit Q Quarterly Expenditure Projection Report

Calendar Year: _____

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

QTR	YEAR	PROJECTED (forecast through end of grant performance period)	ACTUALS (reflect only expenditures submitted to RMC)	CUMULATIVE ACTUALS
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS (amount for each column should not exceed total grant amount)		\$ -	\$ -	

Quarter - Start with the first quarter of your actual/projected expenditures.

Projected - Report your projected expenditures on a quarterly basis through the end of the grant agreement's performance period (this information is required for Dept. of Finance purposes)

Actual - Report only those expenditures which have been submitted on an Exh. J payment request form, including any requests submitted along with this report.

Cumulative - Subtotal your cumulative actual expenses on a quarterly basis. The last cumulative amount should match the most recent Exh. J Line b (total payments requested to date including retention)

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Exhibit R**Memorandum of Unrecorded Grant Agreement**

State of California)
 San Gabriel and Lower Los Angeles)
 Rivers and Mountains Conservancy)
 Mark Stanley)
 100 N. Old San Gabriel Canyon Road)
 Azusa, CA 91702)

*Space above this line for Recorder's use***MEMORANDUM OF UNRECORDED GRANT AGREEMENT**

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, _____, is recorded to provide notice of an agreement between the State of California, by and through the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("State") and _____ ("Grantee").

RECITALS

- A. On or about _____, _____, State and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Agreement"), pursuant to which the State granted to Grantee certain funds for the acquisition of certain real property, more particularly described in Attachment A and incorporated by reference (the "Real Property").
- B. Under the terms of the Agreement, the State reserved certain rights with respect to the Real Property.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain State reserved rights under the Agreement.

NOTICE

- A. Said Real Property (including any portion of it or any interest in it) must be used for the purposes of expanding or establishing open space for passive natural and passive recreational uses and other compatible public uses constant with the description of the purpose of the acquisition in the Agreement.
- B. Said Real Property shall be maintained and operated under this program for a period of at least 20 years for grants up to \$1,000,000 and at least 25 years for grants over \$1,000,000.
- C. Said Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.

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- D. Said Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.
- E. For additional terms and conditions of the Agreement, reference should be made to the Grant Agreement, which is on file with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, located at 100 N. Old San Gabriel Canyon Road, Azusa, California 91702.

GRANTEE:

By: _____

Title: _____

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Exhibit S
Real Property Description – to be provided by Grantee



Address:		City:
N/A		Brea
County:	District:	County Sup. District:
Orange	Municipal Water District	4th
Senate Dist:	Assembly Dist.:	Congressional Dist.:
29th	55th	39th
Lat/Long:		Parcel No(s):
33.921189/-117.904836		APN 296-332-31

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INTEREST EARNED ON ADVANCE GRANT AMOUNT (If applicable): \$ _____

IF DEVELOPMENT PROJECT, HAS A NOTICE OF COMPLETION WITH THE COUNTY BEEN FILED? YES ☐ NO ☐

IF NO, PLEASE EXPLAIN:

IF YES, PLEASE ATTACH A COPY

ACQUISITION PROJECTS MUST PROVIDE COPIES OF THE FOLLOWING DOCUMENTS:

MEMORANDUM OF UNRECORDED GRANT AGREEMENT (EXHIBIT R)

RECORDED DEED

CLOSING ESCROW STATEMENT

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) within the Performance Period of the Contract and/or the Amendments (____ through ____) and that the Project(s) is/are complete and we have made final payment for all work.

Grantee Project Representative Signature

Date

Grantee Project Representative Title

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FINAL RECONCILE WORKSHEET (TEMPLATE):
MUST include all invoices paid and any matching funds

Agreement Number:							
Grantee:							
Project Name:							
Address (include zip code):							
Invoice Number:							
Grant Agreement Performance Period							

Task #	Tasklist (insert rows as needed for work plan)	Approved Date / BUDGET	Including any Matching Funds	Invoice #1 (include performance dates)	include more payments as necessary	Total Costs to Date	Remaining Balance
1							
2							
3							
4							
5							
6							
7							
8							
	TOTAL FUNDED						

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/09/2021

SUBJECT: Agreement with Samaritan's Purse for temporary use of Brea Downtown Parking Structure #2

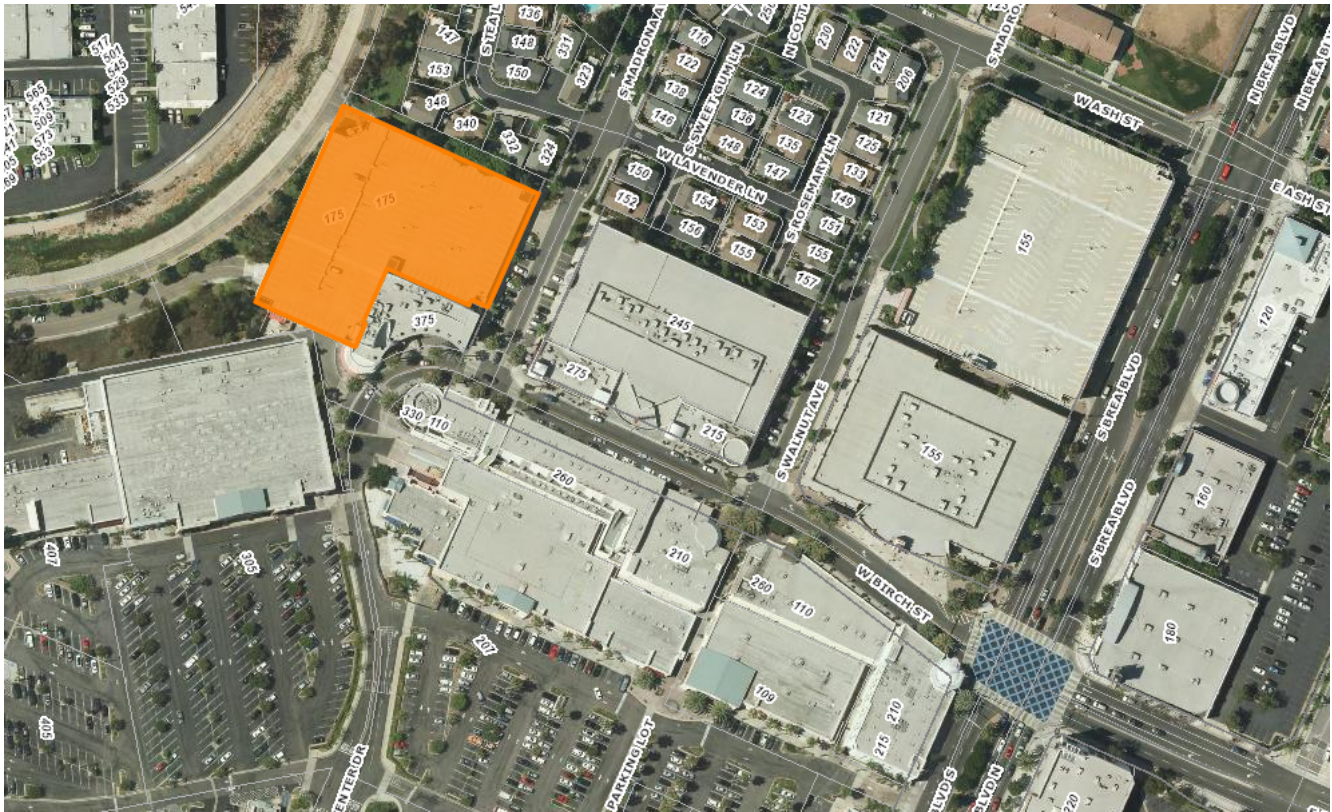
RECOMMENDATION

Proceed to City Council for approval of a temporary Parking Agreement with Samaritan's Purse for use of Brea Downtown Parking Structure #2.

BACKGROUND/DISCUSSION

Samaritan's Purse (SP) is a nonprofit corporation operating out of facilities located at 4200 Bonita Place in the City of Fullerton. SP provides on-site parking for some of its employees and volunteers at their Bonita Place property. However, during the period of November 22, 2021 to December 18, 2021, SP will need to provide temporary off-site parking for SP personnel in association with their Operation Christmas Child project.

SP wishes to utilize any unoccupied and available parking space on Level 2 (top level) of the Brea Downtown Parking Structure #2 (Structure) located at 175 South Madrona Avenue (image below) for the purpose of parking the vehicles of SP personnel. SP shall not park more than one-hundred (100) personnel vehicles in the Structure on any given business day without the City's prior consent. Business Days shall include Mondays through Saturdays between the hours of 7:00 a.m. and 11:30 p.m.



Brea Downtown Parking Structure #2 (175 South Madrona Avenue)

If approved, SP has agreed to pay the City a fee of \$150 for each Business Day during the term of this Parking Agreement which is a term of 30 days. The daily fee represents \$1.50 for each SP personnel vehicle authorized to park in the Structure. This fee shall be due regardless of the number of SP personnel vehicles that actually park in the Structure on any given Business Day. The total amount for this Parking Agreement will be \$4,500 (based on 30 days).

SP has utilized the Brea Downtown Parking Structure #2 for the past three years with no issue. For year 2021 and moving forward, staff asks that the City Manager be authorized to execute said Parking Agreement and subsequent Parking Agreements with SP.

SUMMARY/FISCAL IMPACT

If approved, the proposed Parking Agreement with Samaritan's Purse will commence on November 22, 2021. This Agreement will provide a total of \$4,500 in revenue to the City of Brea for a 30-day use of the Brea Downtown Parking Structure #2. There is no negative General Fund impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Marie Dao, Management Analyst

Concurrence: Chris Emeterio, Acting Community Development Director

Attachments

Parking Agreement

AGREEMENT FOR USE OF PARKING STRUCTURE

THIS AGREEMENT FOR USE OF PARKING STRUCTURE (this “**Agreement**”) is made and entered into as of November 22, 2021 (the “**Effective Date**”), by and between the CITY OF BREA, a California municipal corporation (“**City**”), and SAMARITAN’S PURSE, a North Carolina nonprofit corporation (“**SP**”), with respect to the following:

RECITALS:

- A. City owns and operates a six (6)-level public parking structure located at 175 South Madrona Avenue in the City of Brea, County of Orange, State of California, commonly known as “Brea Downtown Parking Structure #2” (“**Structure**”).
- B. SP operates out of facilities located at 4200 Bonita Place in the City of Fullerton, County of Orange, State of California (“**Bonita Place Property**”).
- C. SP provides at its Bonita Place Property on-site parking spaces for some of its employees and volunteers (“**SP Personnel**”).
- D. SP desires to provide in the Structure temporary, off-site parking spaces for SP Personnel to supplement on-site parking spaces on the Bonita Place Property that are needed from November 22, 2021 to December 18, 2021 in association with SP’s Operation Christmas Child project.
- E. City has determined that it is in the public interest to permit the use of the Structure by SP Personnel on the terms and conditions set forth herein.

AGREEMENT:

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

1. Effect and Operation. This Agreement shall become effective and operative upon the Effective Date.
2. Parking Spaces. SP shall have the non-exclusive right to use any unoccupied and available parking space on Level 2 (i.e., the TOP level) of the six level Structure for the purpose of parking the vehicles of SP Personnel (“**SP Personnel Vehicles**”); Notwithstanding the foregoing, SP shall not park more than one-hundred (100) SP Personnel Vehicles in the Structure on any given “Business Day” (as defined below) without City’s prior consent, which consent may be withheld in City’s sole and absolute discretion. City acknowledges that this limit may occasionally be minimally exceeded for a short period during SP Personnel shift changes. SP Personnel **shall not** park on other levels of the Structure.
3. Hours and Days of Use. SP shall only be permitted to use the Structure between the hours of 7:00 a.m. and 11:30 p.m. (not overnight) on weekdays and Saturday (Monday through Saturday) that its facilities are in operation (“**Business Days**”).

4. Term. This Agreement shall be effective for a term of 30-days initially commencing on the Effective Date; provided, however, that this Agreement may also be terminated in accordance with the provisions of Sections 9, 11 and 17.

5. Fee. SP shall pay City a fee of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Business Day during the term of this Agreement. The parties acknowledge that such fee represents One and 50/100 Dollars (\$1.50) for each SP Personnel Vehicle authorized to park in the Structure pursuant to this Agreement, and such fee shall be due regardless of the number of SP Personnel Vehicles that actually park in the Structure on any given Business Day. SP shall remit the cumulative total, which acknowledges the limited use flexibility provided within section 2, and full payment of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) within ten (10) days of the Effective Date.

6. Conditions on Use. SP use of the Structure shall be subject to the following:

6.1 Parking Spaces. City shall have no obligation to ensure that parking spaces on Top Level of the Structure are not used by persons other than SP Personnel. SP shall use diligent efforts to cause SP Personnel to use unoccupied and available parking spaces on Top Level of the Structure to park SP Personnel Vehicles and shall strictly prohibit and restrict SP Personnel from parking SP Personnel Vehicles on any other levels of the Structure.

6.2 Valet Service. SP shall not provide a valet service to park SP Personnel Vehicles in the Structure.

6.3 Shuttle Service. SP shall not be required to provide a shuttle service for SP Personnel at the Structure. If SP opts to provide shuttle service to SP Personnel, then SP shall, in accordance with the requirements of Section 9, obtain, maintain and keep in full force and effect (i) a policy or policies of Automobile Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000), combined single limit coverage against bodily injury, personal injury, uninsured motorist, medical payments, collision and property damage and (ii) Workers' Compensation Insurance as required by law; provided, however, that SP shall only contract with a shuttle service that carries such insurance.

6.4 Rules. SP shall comply and shall use diligent efforts to cause SP Personnel to comply, with any rules adopted by City with respect to the Structure that are applicable to all users thereof, including the operation of vehicles in a safe manner and keeping the Structure clear of litter and debris.

6.5 Third-Party Operator. City may employ a third-party with experience operating parking structures similar to the Structure to operate the Structure; provided, however, that any such third-party operator shall abide by, and may enforce, the terms and conditions of this Agreement.

6.6 Improvements. SP shall not make any alterations or improvements to the Structure.

6.7 Lien Free. SP shall keep the Structure free from all liens, taxes and assessments resulting from, or caused by, SP use of the Structure.

7. Acceptance of Structure; Indemnification. SP is not aware of any condition of the Structure that would make it unsafe for SP use as a parking facility for SP Personnel. SP acknowledges and agrees that its use of the Structure shall constitute its acceptance of the Structure's condition and its belief that the same is safe for its use as a parking facility for SP Personnel. SP agrees to indemnify, defend and hold harmless City, the members of its City Council and its officials, officers, attorneys, employees, consultants, agents and representatives (collectively, "**City Parties**"), from any claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees and expenses and court costs) (collectively, "**Claims**"), suffered, incurred or sustained by City Parties as a result or by reason of, or in connection with, any act or omission of SP or any SP Personnel in the performance of this Agreement (including the use of the Structure and providing the shuttle service), except to the extent that such Claims are caused by the gross negligence or willful misconduct or omission of City Parties. Notwithstanding anything herein to the contrary, the foregoing obligation to indemnify, defend and hold harmless shall survive until the expiration of all applicable statutes of limitation for such Claims.

8. Damage or Loss. SP hereby assumes all risk of damage to property or injury to persons in or upon the Structure, from any cause other than the negligence or willful misconduct or omission of City Parties. SP hereby releases and relieves City Parties, and waives its entire right of recovery against City Parties, for loss or damage arising out of, or incident to, the Structure, other than those caused by the negligence or willful misconduct of City Parties.

9. Insurance. SP shall obtain, maintain and keep in full force and effect, at its sole cost and expense and with reputable and financially responsible insurance companies reasonably acceptable to City, a policy or policies of Comprehensive General Liability Insurance, including garage keepers legal liability coverage, with a minimum limit of Two Million Dollars (\$2,000,000), combined single limit coverage against any injury, death, loss or property damage. SP shall maintain on file with the City Clerk of City certificates from the insurance carriers issuing the foregoing policies showing that the foregoing policies are in effect. If at any time SP fails to obtain, maintain or otherwise keep the foregoing policies in full force and effect, then City may immediately terminate this Agreement. SP agrees that (i) it shall not cancel or reduce the coverage provided by the foregoing policies; (ii) the coverages provided by the foregoing policies shall be primary to any coverages available to City; and (iii) the foregoing policies shall include provisions for waiver of subrogation. In addition, SP shall obtain an endorsement to the foregoing policies in substantially the form set forth below:

ENDORSEMENT

The City of Brea, the members of its City Council and their officials, officers, attorneys, employees, consultants, agents and representatives, shall be additional insureds with respect to claims arising under this policy.

The company waives any right of contribution with insurance that may be available to the City of Brea.

In the event of cancellation or material change in the coverage of this policy, the company shall give thirty (30) days prior written notice thereof to the City of Brea.

10. Other Agreements. In addition to entering into an agreement with a third-party operator as contemplated by Section 6.5, City may also enter into other agreements permitting the use of the Structure.

11. Termination. In addition to the termination rights provided in Sections 9 and 17, either party shall have the right to terminate this Agreement, for any reason or no reason, upon ten (10) days notice to the other.

12. Notice. Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

If to City:

City of Brea
1 Civic Center Circle
Brea, California 92821
Attention: Director, Community Development
Facsimile: (714) 990-2258

with a copy to:

City of Brea
1 Civic Center Circle
Brea, California 92821
Attention: City Attorney
Facsimile: (714) 990-6230

If to SP:

Samaritan's Purse
PO Box 3000
Boone, NC 28607
Attention: Mr. Robert Ramos
Email: RRamos@samaritan.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via electronic mail shall be effective to

give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

13. Arbitration. Any controversy between the parties arising out of this Agreement shall be submitted to JAMS/Endispute for binding arbitration in Orange County, California. In the event the parties are unable to agree upon an arbitrator, JAMS/Endispute shall select the arbitrator pursuant to experience criteria reasonably established by the parties. Prior to the commencement of any such arbitration, not less than one-half day of mediation will first be utilized in an attempt to settle any such controversy. The costs of the mediation and/or arbitration, including any JAMS/Endispute administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties; provided, however, that attorneys' fees may be awarded to the prevailing, or most prevailing, party at the discretion of the mediator/arbitrator. The provisions of California Code of Civil Procedure Sections 1282.6, 1283 and 1283.05 shall apply to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, nor to grant any remedy that is either prohibited by the terms of this Agreement or not available in a court of law.

14. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

15. Waiver. The waiver of any provision of this Agreement must be in writing and signed by the party providing such waiver. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other provision of this Agreement. Acceptance of performance after the due date of such performance shall not be deemed to be a waiver any preceding breach of any provision of this Agreement, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance.

16. No Liability. City Parties, except City, shall not be personally liable to SP in the event of any breach or default by City hereunder.

17. Successors and Assigns. SP shall not assign any of its rights or obligations under this Agreement without City's prior consent, which consent may be withheld in City's sole and absolute discretion. A transfer of City's ownership interest in the Structure shall relieve City from liability hereunder; provided, however, that this Agreement shall be binding upon the transferee and provided further, however, that an assignment of all or a portion of City's rights and obligations under this Agreement to a third-party operator as contemplated by Section 6.6 shall not relieve City from liability hereunder. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this provision shall not authorize any assignment or transfer of any interest that is not otherwise specifically permitted by the terms hereof. Any assignment or transfer of the rights and obligations under this Agreement that is not specifically permitted by the terms hereof shall be void and a basis for immediate termination of this Agreement.

18. Relationship of the Parties. The terms and provisions of this Agreement shall not cause the parties to be construed in any manner whatsoever as partners, joint venturers or agents

of each other in the performance of their respective obligations under this Agreement, or subject either party to any obligations, loss, charge or expense of the other party unless the party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense.

19. Interpretation. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Agreement. The neuter gender includes the feminine and masculine, and singular numbers include plural numbers. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement. The words "herein," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Whenever the words "including," "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all section references in this Agreement shall be deemed to refer to the sections in this Agreement. References to any document or instrument defined herein are to such documents or instruments as amended, renewed, amended, extended, consolidated, modified, changed, substituted, replaced, restated or supplemented from time to time.

20. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any provision of this Agreement, or the application thereof, shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. Time. Time is of the essence of this Agreement. Time is to be computed by excluding the first day and including the last day. All references to days shall mean calendar days unless Business Days are otherwise specified. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day.

22. Further Assurances. The parties shall execute and deliver any and all additional documents and other assurances, and shall do any and all other acts and things, reasonably necessary to carry out the purposes of, and the intent of the parties under, this Agreement.

23. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties respecting such matters. This Agreement may not be modified except by a written agreement signed by the parties.

24. No Recording. Neither this Agreement, nor a memorandum hereof, shall be recorded in the Official Records of Orange County, California.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[This Space Intentionally Left Blank; Signatures Begin On The Next Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement for Use of Parking Structure as of the Effective Date.

CITY: CITY OF BREA, a California municipal corporation

By: _____
Name: _____
Its: City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Richards, Watson & Gershon

Terence Boga, City Attorney

SP: SAMARITAN'S PURSE, a North Carolina nonprofit corporation

By: _____
Name: _____
Its: _____

Date: _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/09/2021

SUBJECT: Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2021

RECOMMENDATION

Receive and file report.

BACKGROUND/DISCUSSION

The City Council established and adopted various Development Impact Fees in 1995 to pay for necessary infrastructure improvements, as well as infrastructure needed to support new development projects within Brea. These included Water, Traffic, Fire and Dispatch Impact Fees. An annual review of fees occurs with the budget process, with fee updates made as governed by the terms of the applicable impact fee ordinance or resolution.

Government Code § 66006, commonly referred to as AB1600, requires municipalities that impose Development Impact Fees undertake an annual accounting of such fees within 180 days after the close of the fiscal year and make this report available to the public. The report is to provide the beginning and ending balances for the fiscal year, the fees, interest income, expenditures, and any refunds pursuant to Government Code § 66001(f). In addition, for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City is required to make all findings with respect to that portion of the account or fund remaining unexpended. All Development Impact Fees collected by the City of Brea are committed to capital projects or to finance infrastructure improvements.

Some of the needs for capital facilities to accommodate new growth identified during past impact fee nexus studies have been addressed by completing capital projects and purchasing specified equipment and facilities. Many of the Traffic and Water system improvements identified as necessary to accommodate future growth in the City have not been completed. The program of capital projects to meet those needs continues to make progress annually.

SUMMARY/FISCAL IMPACT

Traffic, Water, Dispatch and Fire Impact Fees have realized revenues and incurred expenditures as detailed in the Annual Report for Fiscal Year ended June 30, 2021. This item has no General Fund impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Principal Engineer

Concurrence: Michael Ho, P.E., Interim Director of Public Works

Attachments

Annual Impact Fee Report

CITY OF BREA
DEVELOPMENT IMPACT FEE PROGRAM

Annual Report

Fiscal Year Ended June 30, 2021

Prepared on 11/1/21

Pursuant to Government Code Section 66006, the following information contains information that is required to compile the annual report for Development Impact Fees. There were no refunds related to water impact fees, traffic impact fees, dispatch impact fees, or fire impact fees made pursuant to subdivision (e) and (f) of Section 66001.

Water Impact Fees (Fund 541) was established in order to offset new development projects within the City and its sphere-of-influence. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

District Fee Area	Pressure Zone	Fee	Unit of Fee
District #1	All Zones	\$521	Per 1" Meter Equivalent
District #2	Zone 790 & Below	\$4,001	Per 1" Meter Equivalent
District #2	Zone 900	\$29,761	Per 1" Meter Equivalent
District #2	Zone 1050 & Above	\$108,248	Per 1" Meter Equivalent
District #3	Zone 790 & Below	\$521	Per 1" Meter Equivalent
District #3	Zone 1000	\$21,774	Per 1" Meter Equivalent
District #3	Zone 1200	\$23,619	Per 1" Meter Equivalent
District #3	Zone 1400 & Above	\$23,619	Per 1" Meter Equivalent

The beginning balance was \$1,092,444.73 and the ending balance was \$1,130,667.55. The fees collected were \$31,016.86 and the interest earned was \$17,753.72.

For fiscal year 2020-21, \$9,562.56 was spent on administrative/operational costs and there were project expenditures of \$985.20 on CIP 7932, which is the City Reclaimed Water Conversion Project. There are \$9,990 of funds appropriated for capital projects in FY 2021-22 and the remainder of funds available are planned to be committed to CIP 7474, which is the AMR (Meter Reading) Upgrade to AMI project.

Traffic Impact Fees (Fund 540) was established to offset new traffic impacts and finance construction of new traffic improvements caused by new development projects within Brea, including areas within its sphere of influence.

Land Use Category	Fee	Unit of Fee
Low Density Residential (Up to 6 d.u. per acre)	\$1,974	Per Dwelling Unit
Medium Density Residential (7 to 12 d.u. per acre)	\$1,453	Per Dwelling Unit
High Density Residential (13 d.u. per acre & over)	\$1,203	Per Dwelling Unit
Commercial, General and Mixed Use	\$2.35	Per Gross Square Foot
Regional Commercial	\$2.24	Per Gross Square Foot
Office/Industrial	\$1.25	Per Gross Square Foot
School	\$0	Per Student
Other	\$89	Per Trip End

The beginning balance in this fund was \$7,537,741.58 for the fiscal year with an ending balance of \$5,356,256.24. The fees collected were \$90,654.70, the interest earned was \$91,988.14 and there were miscellaneous revenues of \$15,870.27. There are \$3,280,512.07 of funds appropriated for eligible capital projects in FY 2021-22 and remainder of funds available have been committed to future projects in the City's Seven-Year Capital Improvement Program. There were no funds uncommitted.

For fiscal year 2020-21, \$60,030.52 was spent on administrative/operational costs and \$2,319,967.93 was spent on project expenditures. The project expenditures were as follows:

<u>Project</u>	<u>Expenditures</u>
Project 7251 SR-57 Freeway/Lambert Road Interchange	\$1,352,735.28
Project 7276 Lambert Road and Puente St. Intersection Improvement	5,407.14
Project 7278 Imperial Hwy. and Berry St. Intersection Improvements	845,916.53
Project 7305 Brea Boulevard Widening	76.09
Project 7306 Imperial Hwy./SR-57 Interchange Improvements	81,526.12
Project 7704 Emergency Changeable Message Signs	806.31
Project 7709 Birch Street Traffic Signal Synchronization	25,087.63
Project 7714 Imperial Highway Traffic Signal Synchronization	<u>8,412.83</u>

Total Impact Fee Expenditures **\$2,319,967.93**

Dispatch Impact Fees (Fund 543) was established by Ordinance 968 to offset new dispatch/communications impacts and finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within Brea, including portions of its sphere of influence when annexed into the City.

Land Use Category	Fee	Unit of Fee
Single Family Residential	\$55	Per Dwelling Unit
Multifamily Residential	\$40	Per Dwelling Unit
Commercial	\$55	Per 1,000 Square Foot
Office	\$77	Per 1,000 Square Foot
Industrial	\$40	Per 1,000 Square Foot

The beginning balance in this fund was \$42,037.37 with an ending balance of \$19,407.84. The fees collected were \$2,105.51 and interest earned was \$442.40.

For fiscal year 2020-21, \$1,592.32 was spent on administrative/operational costs and \$23,585.12 was spent in project expenditures on project number 4639, which is the National Incident Based Reporting Module.

Fire Impact Fee (Fund 542) was established to fund the cost of building a fire station and purchasing new fire engines and equipment required to serve new development.

Land Use Category	Fee	Unit of Fee
Single Family Residential	\$1,029	Per Dwelling Unit
Multifamily Residential	\$731	Per Dwelling Unit
Commercial	\$191	Per 1,000 Square Foot
Office	\$267	Per 1,000 Square Foot
Industrial	\$138	Per 1,000 Square Foot

The beginning balance in this fund was \$965,524.07 with an ending balance of \$726,729.48. The fees collected were \$38,317.86 and the interest earned was \$12,489.67.

For fiscal year 2020-21, \$7,584.39 was spent on administrative/operational costs and \$282,017.73 was spent on project expenditures. The project expenditures were as follows:

<u>Project</u>	<u>Expenditures</u>
Project 4269 Fire Exhaust System	\$174,977.60
Project 4639 Epic 3 Direct Interface Radio	24,891.24
Project 4641 Pickup Truck	<u>82,148.89</u>
Total Impact Fee Expenditures	<u>\$282,017.73</u>

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/09/2021

SUBJECT: Grant Agreement with State of California Department of Forestry and Fire Protection for Fire Prevention Grant

RECOMMENDATION

Approve a resolution accepting the grant and include the appropriate budget adjustments for FY 2021-22 in the Second Quarter Budget Adjustments.

BACKGROUND/DISCUSSION

Through the California Climate Investments (CCI) Fire Prevention Grant Program, CAL FIRE provides funding for local projects and activities that address the risk of wildfire and reduce wildfire potential to forested and forest adjacent communities. CAL FIRE's Fire Prevention Grants enable local organizations such as fire safe councils to implement activities that address the risk of wildfire and reduce wildfire potential for communities. Funded activities include fuel reduction, wildfire planning and fire prevention education. The projects meet the goals and objectives of California's Wildfire and Forest Resilience Action Plan, as well as the State's Strategic Fire Plan.

The City of Brea Fire Department applied for and was awarded a Fire Prevention grant in the amount of \$436,432. The City of Brea's Fire Prevention Project will encompass a range of fire prevention and planning activities, with a focus on strengthening the City's Weed/Wildland Abatement program. The scope of this planning and prevention work will include analyzing structure ignition potential in all WUI areas in the City of Brea designated as Very High Fire Hazard Severity Zones (including the Brea Canyon SRA); making mitigation recommendations; assessing the potential for structure ignition in the City's Wildland Urban Interface (WUI) areas; developing written materials on mitigation techniques for the City's WUI areas; identifying appropriate construction methods and materials to reduce the risk of structure ignition in the City's WUI areas; code enforcement in the City's WUI areas; and targeted brush removal activities in Carbon Canyon as a secondary project component.

The requested grant will fund one (1) full-time Wildfire/Prevention Specialist to carry out risk assessments; analysis of structure ignition potential; development of written educational materials; and code enforcement in the WUI year-round. In addition, coordinate road grading to improve emergency ingress and egress of fire access roads, firefighting capabilities, and fuels reduction by brushing back such access roads. The actual work of the repair and maintenance of the access roads along with brush clearance will be carried out by a qualified

contractor. This will enable the Department to meet the need for year-round fire prevention, risk assessment, and vegetation management efforts in accordance with the lengthening fire season in California and renewed onset of drought conditions that will further heighten fire risk.

SUMMARY/FISCAL IMPACT

There will be a fiscal impact resulting in a budget adjustment for this fiscal year and costs included in subsequent fiscal years. These costs will be offset by the grant funds being accepted.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lisa Keyworth, Disaster Preparedness Coordinator

Concurrence: Adam Loeser, Fire Chief

Attachments

Agreement

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



October 26, 2021

Adam Loeser
City of Brea
1 Civic Center Circle
Brea, CA 92821

5GG20163; City of Brea, "City of Brea Fire Prevention Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Gregg Bratcher/ORC at (951) 232-4166 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **January 3, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/FP Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

In addition, the following completed documents are required before we can execute your agreement:

- **Signed Board Resolution**

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
Grants Analyst
Grants Management Unit

CC: Gregg Bratcher
Southern Region Grants
Stella Chan

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: City of Brea
PROJECT TITLE: City of Brea Fire Prevention Project
GRANT AGREEMENT: 5GG20163

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2024.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The City of Brea's Fire Prevention Project will encompass a range of fire prevention and planning activities, with a focus on strengthening the City's Weed/Wildland Abatement program. The scope of this planning and prevention work will include analyzing structure ignition potential in all WUI areas in the City of Brea designated as Very High Fire Hazard Severity Zones (including the Brea Canyon SRA), making mitigation recommendations, assessing the potential for structure ignition in the City's WUI areas, developing written materials on mitigation techniques for the City's WUI areas, identifying appropriate construction methods and materials to reduce the risk of structure ignition in the City's WUI areas, code enforcement in the City's WUI areas, and targeted brush removal activities in Carbon Canyon as a secondary project component.

Total State Grant not to exceed \$ 436,462.00 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

City of Brea

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

By

Title: **Mike Richwine, State Fire Marshal**

Title

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG20163	PO ID	SUPPLIER ID 0000002960
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 436,462.00
GL UNIT N/A	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 436,462.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 436,462.00
REPORTING STRUCTURE 35409205	SERVICE LOCATION 92017	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and, City of Brea, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed Four Hundred Thirty-Six Thousand Four Hundred Sixty-Two Dollars (**\$436,462.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG20163.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of Brea
Section/Unit: ORC	Section/Unit: N/A
Attention: Gregg Bratcher	Attention: Adam Loeser
Mailing Address: 25380 Franklin Dr., P.O. Box 2097, Idyllwild, CA 92549	Mailing Address: 1 Civic Center Circle Brea, CA 92821
Phone Number: (951) 232-4166	Phone Number: (714) 853-3348
Email Address: gregg.bratcher@fire.ca.gov	Email Address: AdamL@cityofbrea.net

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.

- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the

equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.

- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a

peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:

- i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds

the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and

Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:
<https://ww2.arb.ca.gov/resources/documents/ci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:
www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“City of Brea Fire Prevention Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2020-21/2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the [California Climate Investments](#), or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1. Project Tracking #: 20-FP-ORC-0381 CalMapper ID:

Project Name/Title: City of Brea Fire Prevention Project

County: Orange

CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): ORC - Orange County

2. Organization Type: City If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☒ No

3. Sponsoring Organization: City of Brea
Project Manager

Title: Emergency Preparedness Analyst

First Name: Lisa Last Name: Keyworth

Address Line 1: 1 Civic Center Circle

Address Line 2:

City: Brea State: California Zip Code: 92821

Phone Number: (714) 990-7622 Secondary Phone Number: (714) 290-8222

Email Address: lisak@cityofbrea.net Fax Number:

Tracking #: 20-FP-ORC-0381

Page 1 of 5

Project Name: City of Brea Fire Prevention Project

4. For which primary activity is funding being requested? Fire Prevention Planning

5. **Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 01/01/2022

Project Completion Date: 03/15/2024

6. **Limiting Factors:** Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

☐ If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

8. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes ☐ No

Number of Communities in the project area: 1

9. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☐ Yes ☒ No

If Yes, select all that applies:

☐ Disadvantaged

☐ Low Income

☐ Both

☒ Buffer Zone

Tracking #: 20-FP-ORC-0381

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Project Name: City of Brea Fire Prevention Project

10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)

The activities proposed in this planning project will reduce the total amount of wildfire, thereby reducing wildfire emissions, by reducing the risk of fire in the City of Brea's WUI/ Very High Fire Hazard Severity Zones. Prevention will occur through a variety of prevention and planning efforts, including code enforcement in this high-risk area, homeowner education, and assessment of structures vulnerable to ignition, among other activities. By preventing these fires, the project will have a net positive GHG benefit by avoiding emissions as a result of preventable fires. Moreover, this will provide direct protection benefits to the more than 950 structures, the vast majority residential.

11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands: ☐ Yes ☒ No If yes, how many acres?

Tribal Lands: ☐ Yes ☒ No If yes, how many acres?

12. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	3,492.22	93.00	55.00
Treatment Influence Zone (TIZ)	0.75	0.00	0.00

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Project Name: City of Brea Fire Prevention Project

13. **Project Budget:** What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	436,462.00

14. **Local Wildland Fire Risk Reduction Plans:** Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- ☒ CAL FIRE Unit Strategic Fire Plan
- ☐ Homeowners' Association Plan
- ☐ Fire Safe Council Action Plan
- ☐ County Fire Department Strategic Fire Plan
- ☐ Local Fire Department Plan
- ☐ FIREWISE Community Assessment
- ☐ Other Local Plan (Identify in Scope of Work)
- ☐ Local Hazard Mitigation Plan
- ☒ Community Wildfire Protection Plan

15. **CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

16. Have you applied for or received any other CAL FIRE Grants for this project?

☐ Yes ☒ No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

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Project Name: City of Brea Fire Prevention Project

17. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	20-FP-ORC-0381-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	20-FP-ORC-0381-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	20-FP-ORC-0381-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	20-FP-ORC-0381-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
<input checked="" type="checkbox"/> Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:


Original Signature Required: Grantee's Authorized Representative

09/15/2021

Date Signed

Bill Gallardo

City Manager

Printed Name

Title

Executed on: 9/15/2021

Date

at

Brea, CA

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 20-FP-ORC-0381

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Project Name: City of Brea Fire Prevention Project



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: City of Brea Fire Prevention Project

Project Tracking Number: 20-FP-ORC-0381

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

The City of Brea's Fire Prevention Project will encompass a range of fire prevention and planning activities, with a focus on strengthening the City's Fuels Reduction/Vegetation Management program. The scope of this planning and prevention work will include activities such as:

- analyzing structure ignition potential in all WUI areas in the City of Brea designated as Very High Fire Hazard Severity Zones (including the Brea Canyon SRA)
- making mitigation recommendations
- assessing the potential for structure ignition in the City's WUI areas
- developing written materials on mitigation techniques for the City's WUI areas
- identifying appropriate construction methods and materials to reduce the risk of structure ignition in the City's WUI areas
- code enforcement in the City's WUI areas.

These grant activities will be carried out by 1 City of Brea Fire Department Wildfire Prevention Specialists, who will work under the supervision of the Deputy Chief. The City of Brea requests Fire Prevention Grant funds to support the full-time salary and benefit costs for these positions for the grant period through March 15, 2024.

Additionally, in partnership with the local Carbon Canyon Fire Safe Council, the project will include targeted brush removal activities in Carbon Canyon as a secondary project component. Removal activities will be focused primarily along and adjacent to an approximately 3-mile stretch of Carbon Canyon Road, as illustrated in the attached treatment map. The goal of this brush removal will be to treat non-native species in the treatment area and lower the fire threat to the local community, including the Olinda Village neighborhood located within the treatment area. Based on previous brush removal projects encompassing the same treatment area, the City estimates that approximately 1% of vegetation cover in the area is non-native, for an estimated 0.70-0.75 acres to be treated for removal. Brush removal activities will be carried out by a qualified contractor identified in coordination with the Carbon Canyon Fire Safe Council.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
The scope of the proposed planning and prevention activities will encompass all areas of the City of Brea classified as Very High Fire Hazard Severity Zones (including in the Brea Canyon SRA). These areas are illustrated in the attached PDF map for this application and are concentrated along the northern and eastern edges of the Brea city limits. As illustrated in the PDF map, these areas include a number of residential neighborhoods and includes over 950 structures. Consequently, this project will benefit the communities that are located within the bounds of the VHFHSZ-designated areas, and also the adjacent North Orange County communities in the neighboring Cities of La Habra and Yorba Linda who will benefit from reduced fire risk in the Carbon Canyon area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
The project will assess the risk to residents and structures in the WUI through the daily work of the Wildfire Prevention Specialists that grant funds will support. These individuals will be assigned to full-time positions focused on carrying out these assessments as a part of their regular duties. In the course of their daily work, these positions will make mitigation project recommendations for the WUI and prioritize future fuel reduction and other mitigation projects. This will lay out a clear plan and prioritized project list for

the City's Fuels Reduction/Vegetation Management program, and in this way will reduce the risk of fire for residents and structures in the WUI.

Currently, the City of Brea Fire Department lacks the resources to assign individuals full-time year-round to focus on risk assessments for the WUI, resulting in weakened fire prevention and planning capabilities. This need is especially urgent as California has once again entered drought conditions, and further exacerbated with the threat of accelerating climate change that is prolonging the traditional fire season into a reality of year-round elevated fire risk. As such, this project will meet a critical need in the Department and enable the department to carry out targeted risk reduction projects.

3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?

Yes, the proposed planning and prevention efforts will build upon and strengthen the City of Brea's existing Vegetation management program. The purpose of the City's Fuels Reduction/Vegetation Management program is to reduce potential fire hazards due to the accumulation for weeds, dry vegetation and/or rubbish in the City's WUI. Currently, there is generally one cycle per year when vegetation is cleared from property lines, road frontages, and buildings. Notices are sent out to property owners notifying them that the vegetation needs to be cleared.

The requested grant funds will enable the City to strengthen and expand the scope of this existing program by dedicating 1 full-time Wildfire Prevention Specialists to carry out risk assessments, analysis of structure ignition potential, development of written educational materials, and code enforcement in the WUI year-round. In addition, coordinate road grading to improve emergency ingress and egress of fire access roads, firefighting capabilities, and fuels reduction by brushing back such access roads. The actual work of the repair and maintenance of the access roads along with brush clearance will be carried out by a qualified contractor. This will enable the Department to meet the need for year-round fire prevention, risk assessment, and vegetation management efforts in accordance with the lengthening fire season in California and renewed onset of drought conditions that will further heighten fire risk.

4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.

The City of Brea will collaborate with a diverse group of key stakeholders in carrying out the proposed fire prevention and planning activities, including the Carbon Canyon Fire Safe Council that is an active partner in the City's fire education and prevention efforts. The City will also consult with the Orange County Fire Authority as needed to coordinate with regional planning and prevention efforts.

Additionally, the Wildfire Prevention Specialists' duties will include developing written education materials on mitigation techniques for the City of Brea WUI, which will involve targeted education and outreach efforts to residents of the VHFHSZs that are the focus of this project.

5. Describe the pathways for community involvement that will be incorporated in the planning process.

A key pathway for community involvement will be through collaboration with the Carbon Canyon Fire Safe Council, which has a history of strong community engagement since its founding in 2001. The Carbon Canyon Fire Safe Council will work with the City to carry out targeted brush removal activities with this project, and may also work with the Wildfire Prevention Specialists to collaborate on additional community education events focused on fire prevention. Additionally, the Wildfire Prevention Specialists will work to identify additional pathways for community involvement in the City's prevention planning and education efforts throughout the grant period.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

Yes, this project supports the following goals and objectives of the California Strategic Fire Plan and the Orange County Community Wildfire Protection Plan (CWPP):

- **California Strategic Fire Plan**

- Goal 1: Improve the core capability of “prevention and regulatory oversight,” specifically through expanded fire prevention and inspection efforts that will be made possible with these grant funds
- Goal 4: Build an engaged, motivated, innovative workforce by supporting Wildfire Prevention Specialist positions that that will include purposeful engagement with the community and with other fire prevention professionals as part of their regular duties.
- Orange County Community Wildfire Protection Plan (OC CWPP)
 - The City of Brea is currently in the process of joining the Orange County Community Wildfire Protection Plan. Additionally, the proposed fire prevention and planning efforts, including vegetation management, are consistent with regional needs identified in the current OC CWPP’s Proposed Projects and Action Plan. This includes consistency with the following priority projects/programs:
 - Wildland management and oversight
 - Prioritizing fuel management projects
 - Educating homeowners on landscaping through consistent and frequent messaging
 - Educating homeowners on fire safety and structural protection
 - Defensible space education/ persuasion/ enforcement
 - Sharing effective techniques for defensible space maintenance
 - Sharing best practices regarding communication, education and awareness
 - Conducting fuel management on high priority locations

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
The entirety of the proposed focus area for this project is classified as a Very High Fire Hazard Severity Zones in and adjacent to the City of Brea, as illustrated in the attached PDF project map. This project will directly benefit and result in mitigation of fire risk in these Very High Fire Hazard Severity zones.
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).

The project area encompasses a number of residential neighborhoods along the northern and eastern edges of the City of Brea, all of which are located within the Very High Fire Hazard Severity Zone. This includes over 950 structures, the vast majority of them residential properties, directly within the project footprint. These structures are at great risk to damage from wildfire in the WUI and thus will directly benefit from the risk mitigation, prevention, and planning activities proposed in this project.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

To extend the impact of the proposed project, the City of Brea will provide matching funds to ensure that the Wildfire Prevention Specialist positions supported by this grant will, at minimum, remain in place through the end of FY 2023-2024 in July (beyond the end of the grant performance period in March 2024).

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

The proposed project will incorporate regular external communications throughout the grant performance period to keep the Brea community abreast of the grant-supported fire prevention and planning efforts. This will include distributing educational materials, especially for homeowners and residents residing within the footprint of the Very High Fire Hazard Severity Zone that is the focus of this project. Additionally, the City will keep its Vegetation Management/Fuels Reduction program webpage updated to reflect the most recent prevention efforts supported by Fire Prevention grant funds, and may also plan for additional communication events such as planned press releases and community meetings.

3. Describe any plans to maintain the project after the grant period has ended.
Following completion of the grant period, the City of Brea Fire Department will seek to continue to fund the dedicated Wildfire Prevention Specialist positions with City funds, to ensure that the prevention and planning activities completed during the grant continue beyond the period supported by State funding. To do so, the City of Brea Fire Department will work with City staff to prioritize funding for these positions for the FY 2023-24 City budget and beyond.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

(Please type in blank space below. Please note there is no space limitations).

The proposed project will focus on the areas designated by CalFire as Very High Fire Hazard Severity Zones within and immediately adjacent to the City of Brea. However, the planning and prevention activities proposed in this project may support and prioritize future implementation projects at the landscape level that would be carried out in partnership with other local and regional agencies.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

The planning activities proposed for this project will take year-round throughout the grant performance period and will be conducted by the full-time City of Brea Wildfire Prevention Specialists during this period. These will be existing City of Brea Fire Department personnel who will be re-assigned to the outlined Wildfire Prevention Specialist duties; as such, commencement of the proposed fire prevention and planning activities will be immediate following award of grant funds and continue through the end of the grant performance period.

2. Verify the expected timeframes to complete the project will fall under the March 15, 2025 deadline.

The proposed project will be completed by the March 15, 2024 deadline and, as noted above, the City of Brea will at minimum, seek to fund the Wildfire Prevention Specialist roles through the end of FY 2023-2024 in July 2024 (beyond the end of the grant performance period in March 2024).

3. Describe the milestones that will be used to measure the progress of the project.

Milestones that will be used to measure the progress of this project will include regular reports (at minimum, bi-annual) to the City of Brea Fire Department Deputy Chief regarding prevention and planning activities supported with grant funds. Summaries of reported activities will be made available to CalFire as needed.

Additional milestones will include completion of discrete sub-projects during the grant performance period, such as the development of updated vegetation management educational materials for the general community, targeted code enforcement projects, completion of the proposed targeted vegetation management activities in partnership with the Carbon Canyon Fire Safe Council, and regular updates and/or press releases on project-funded activities to the City of Brea Fire Department website.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

Measurable outcomes that will be used to track the project success may include deliverables such as:

- **Number of code enforcement citations issued in the City of Brea's WUI/VHFHSZs and resulting compliance with fire safety and prevention codes**
 - **Written educational materials on mitigation techniques for the City's WUI areas**
 - **Acres of land inspected in the City's WUI areas**
 - **Number of structures assessed for structure ignition potential**
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
(Please type in blank space below. Please note there is no space limitations).
The City of Brea Fire Prevention Project will include a CEQA document as part of the Access Road Repair and Fuel Reduction project. The City anticipates filing a Notice of Exemption.

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
The City of Brea Fire Department has extensive experience administering its existing Fuels Reduction/Vegetation Management program, upon which this project will build. Additionally, the City of Brea Deputy Chief who will be administering this program has extensive experience overseeing the work of Wildfire Prevention Specialists. The City will leverage this experience to guide the identified Wildfire Prevention Specialists to successful project completion.

The City also has previously completed successful targeted brush clearance projects with the Carbon Canyon Fire Safe Council, including in 2020 and 2019. As such, the City will build on this experience to carry out the brush clearance work proposed in this application.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
(Please type in blank space below. Please note there is no space limitations).
City of Brea Fire Department administrative staff will be responsible for tracking project expenses and maintaining project records to streamline required project reporting, and to ensure the City is prepared in case of a full audit of awarded grant funds. Supporting staff that will be involved in project tracking and

reporting, in addition to the Deputy Chief, will include an Emergency Preparedness Analyst and the Executive Assistant to the Fire Chief.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

Awarded grant funds will be spent on the following expense categories in support of the goals and objectives of the project:

- i. **Salary and benefit expenses for 1 Wildfire Prevention Specialists for the duration of the grant period (through March 15, 2024). These Wildfire Prevention Specialists will be dedicated full-time to carrying out the planning and prevention work outlined in the project description, including:**
 - analyzing structure ignition potential in all WUI areas in the City of Brea designated as Very High Fire Hazard Severity Zones (including the Brea Canyon SRA)
 - making mitigation recommendations
 - assessing the potential for structure ignition in the City's WUI areas
 - developing written materials on mitigation techniques for the City's WUI areas
 - identifying appropriate construction methods and materials to reduce the risk of structure ignition in the City's WUI areas
 - code enforcement in the City's WUI areas.
 - ii. **Contracting expenses for a targeted brush removal project in partnership with the Carbon Canyon Fire Safe Council. The estimated amount for this contract expense is based on the City's experience completing similar projects with the Fire Safe Council in 2019 and 2020.**
2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

Yes, costs proposed are reasonable for the geographic area where the proposed planning work will be performed (all areas of the City designated as VHFHSZ). The listed salary and benefit costs are based on the City's

standard pay scale and average employee benefit costs. The listed cost for the targeted brush removal project is based on the actual recent costs, given that the City of Brea completed similar projects with the Fire Safe Council in 2019 and 2020.

There are no higher than usual costs included in the project budget.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Yes, the total project cost is appropriate for the size, scope, and anticipated benefit of this project. The listed salary and benefit costs are standard for supporting 1 full-time Wildfire Prevention Specialists, and appropriate given that these positions will be focused on fire prevention and planning work that will benefit the entirety of the City's Very High Fire Hazard Severity Zones. Similarly, the estimated costs for the proposed targeted brush removal activities are reasonable and based on actual costs for similar projects completed in 2019 and 2020.

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

The City of Brea is not requesting funds for any indirect costs.

5. Explain each object category in detail and how that would support meeting the grant objectives.

(Please type in blank space below. Please note there is no space limitations).

Grant funds will be spent on the following expense categories in support of the goals and objectives of the project:

- i. **Salary and benefit expenses for 1 Wildfire Prevention Specialists for the duration of the grant period (through March 15, 2024). These Wildfire Prevention Specialists will be dedicated full-time to carrying out the planning and prevention work outlined in the project description, including:**
 - **analyzing structure ignition potential in all WUI areas in the City of Brea designated as Very High Fire Hazard Severity Zones (including the Brea Canyon SRA)**
 - **making mitigation recommendations**
 - **assessing the potential for structure ignition in the City's WUI areas**
 - **developing written materials on mitigation techniques for the City's WUI areas**
 - **identifying appropriate construction methods and materials to reduce the risk of structure ignition in the City's WUI areas**
 - **code enforcement in the City's WUI areas.**

- ii. **Contracting expenses for a targeted brush removal project in partnership with the Carbon Canyon Fire Safe Council. The estimated amount for this contract expense is based on the City's experience completing similar projects with the Fire Safe Council in 2019 and 2020.**

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

The activities proposed in this planning project will reduce Greenhouse Gas emissions by reducing the risk of fire in the City of Brea's WUI/ Very High Fire Hazard Severity Zones. Prevention will occur through a variety of prevention and planning efforts, including code enforcement in this high-risk area, homeowner education, and assessment of structures vulnerable to ignition, among other activities. By preventing these fires, the project will have a net positive GHG benefit by avoiding emissions as a result of preventable fires.

2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.

The project is not located in a Low-Income or Disadvantaged Community. However, the project area does include a Census Tract (Tract: 6059001507) designated by CalEnviroScreen 3.0 in the 60-65% CalEnviroScreen 3.0 percentile. This indicates that the tract is among the 35% most environmentally burdened Tracts in the State.

The project will also benefit Disadvantaged Communities in the neighboring City of La Habra by preventing fires that result in degraded air quality that is particularly detrimental to these vulnerable communities.

3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?

Expected co-benefits of this project include improved environmental conditions through the prevention of fires, and through enforcement of fire safety codes that pertain to the clearing of brush and litter in open spaces highly susceptible to fires. The project will also result in public health and safety benefits through strengthened fire prevention and planning for the City of Brea that is consistent with state and regional fire prevention goals. Finally, the project will support stronger climate resiliency through strengthened fire prevention measures in accordance with the State's renewed drought conditions and the prevention of greenhouse gas emissions that occur when wildfires break out.

4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

(Please type in blank space below. Please note there is no space limitations).

Greenhouse Gas emissions reductions and co-benefits as outlined above will occur throughout the grant performance period. The designated Wildfire Prevention Specialists will commence their work immediately following the award of grant funds, resulting in an immediate benefit to the Brea and Northern Orange County community. Additionally, the proposed targeted brush removal activity will occur at the beginning of 2022, in the first year of the grant performance period, which will provide an immediate benefit for the reduction of fire risk in treated areas, including for residents and structures in the surrounding vicinity.

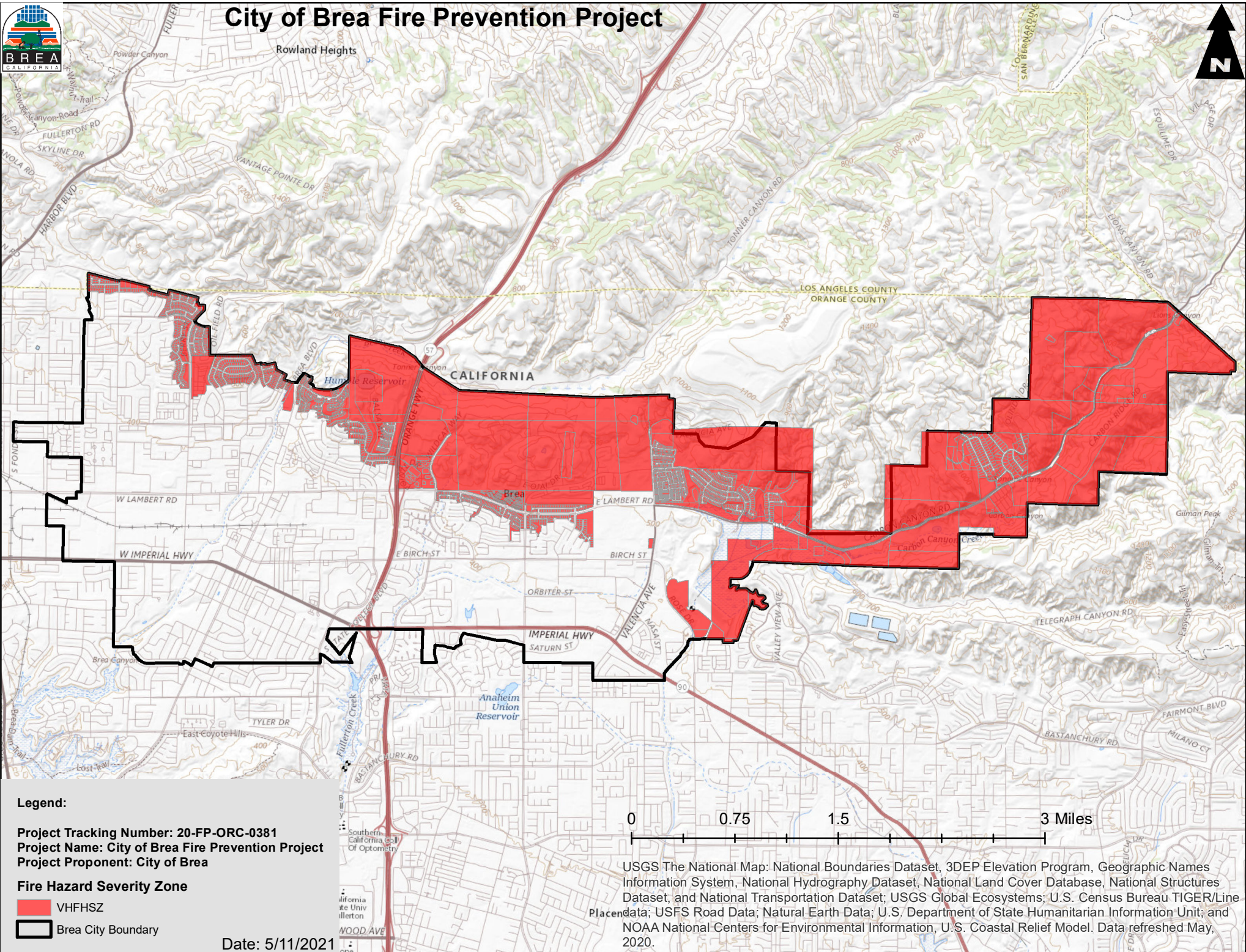
The City will strive to maintain these benefits beyond the grant period by retaining the Wildfire Prevention Specialist position with the support of City funds, and by continuing to work with the Carbon Canyon Fire Safe Council after the conclusion of this grant period to identify and implement future brush removal activities

Project Budget

Budget Category		Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Prev Spec I - Step 9 2022	2080	Hours	\$ 34	100%	0%	0%	\$ 70,720	\$ -	\$ -	\$ 70,720
	Prev Spec I - Step 11 2023	2080	Hours	\$ 35	100%	0%	0%	\$ 72,800	\$ -	\$ -	\$ 72,800
	Prev Spec II - Step 8 2024 (3 mths	520	Hours	\$ 37	100%	0%	0%	\$ 19,240	\$ -	\$ -	\$ 19,240
		0	Hours	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:								\$ 162,760	\$ -	\$ -	\$ 162,760
B. Employee Benefits											
	Prev Spec I - Step 9 2022	1	Each	\$ 35,609	100%	0%	0%	\$ 35,609	\$ -	\$ -	\$ 35,609
	Prev Spec I - Step 11 2023	1	Each	\$ 37,282	100%	0%	0%	\$ 37,282	\$ -	\$ -	\$ 37,282
	Prev Spec II - Step 8 2024 (3 mths	1	Each	\$ 38,318	100%	0%	0%	\$ 38,318	\$ -	\$ -	\$ 38,318
		0	Hours	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ 111,209	\$ -	\$ -	\$ 111,209
C. Contractual											
	Arundo Cleanup 2022	1	Contract	\$ 7,290	100%	0%	0%	\$ 7,290	\$ -	\$ -	\$ 7,290
	Arundo Cleanup 2023	1	Contract	\$ 7,290	100%	0%	0%	\$ 7,290	\$ -	\$ -	\$ 7,290
	Arundo Cleanup 2024	1	Contract	\$ 1,823	100%	0%	0%	\$ 1,823	\$ -	\$ -	\$ 1,823
	CEQA	1	Contract	\$ 30,000	100%	0%	0%	\$ 30,000	\$ -	\$ -	\$ 30,000
	Access Road Repair/Fuel Reductio	1	Contract	\$ 116,090	100%	0%	0%	\$ 116,090	\$ -	\$ -	\$ 116,090
Sub-Total Contractual:								\$ 162,493	\$ -	\$ -	\$ 162,493
D. Travel & Per Diem:											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Travel & Per Diem:								\$ -	\$ -	\$ -	\$ -
E. Supplies											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:								\$ -	\$ -	\$ -	\$ -
F. Equipment											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Equipment:								\$ -	\$ -	\$ -	\$ -
G. Other Costs											
		1	Contract		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		1	Contract		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		1	Contract		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		1	Each		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		1	Each		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs								\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 436,462	\$ -	\$ -	\$ 436,462
Indirect Costs (Exclude Equipment)							0%	\$ -		\$ -	
Total Project Costs								\$ 436,462	\$ -	\$ -	\$ 436,462
Less Program Income								\$ -		\$ -	
Total Grant Proposed Costs								\$ 436,462	\$ -	\$ -	\$ 436,462



City of Brea Fire Prevention Project



Legend:

Project Tracking Number: 20-FP-ORC-0381
Project Name: City of Brea Fire Prevention Project
Project Proponent: City of Brea

Fire Hazard Severity Zone

- VHFHSZ
- Brea City Boundary

Date: 5/11/2021

0 0.75 1.5 3 Miles

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line Placename data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/09/2021

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2021-22

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2021-22 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration as well as requested adjustments to revenue estimates. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

Included in these adjustments is the recognition of the additional American Rescue Plan Act (ARPA) monies for this fiscal year. While the FY 2021-22 budget document was being finalized, staff was notified that the City was allocated an additional \$1,103,758 than anticipated for this fiscal year as well as last. ARPA revenue is being recorded in the Disaster Recovery Fund (911) and being transferred to the General Fund (110) for the provision of government services to the extent of revenue loss to the City due to the COVID-19 public health emergency.

Over the past couple of months, negotiations with a majority of the labor groups reached an agreement with the City. The following employee groups are included in the proposed adjustments: the Administrative and Professional Employees' Association (APEA), the Brea City Employee's Association (BCEA), the Brea Management Association (BMA), the Brea Police Management Association (BPMA), the Executive Group, and part-time employees. The total agreed upon cost that was not included in the FY 2021-22 budget for all funds is \$740,994. Of this amount, approximately 71% or \$523,930 will be paid by the General Fund. The remaining 29% will be paid by other funding sources as they provide the funding for those employees.

During the Budget Public Hearing on June 15, 2021, staff was directed to move the funding for the Commercial Enforcement Officer from the Community Benefit & Economic Development Fund (140) to the General Fund (110). This adjustment proposes the cost of

the Officer of \$316,097 be transferred accordingly. City Council emphasized that the monies in Fund 140 be committed to legacy type projects.

With the lifting of some COVID and social distancing restrictions, the Community Services Department has been able to open the Community Center as well as offer more leisure activities to the community. The department has seen an increase in facility reservations, aquatics, sports, and contract class registration and has offered a number of concert and theatrical performances. They are anticipating an increase of \$272,302 in revenues. Conversely, there is a need to increase their expenditures to cover the cost of additional contract and professional services, program supplies, and part-time staff hours to provide these additional programs. The department is asking for an expenditure adjustment of \$187,087 for a net increase in revenues of \$85,215.

Included in these adjustments are a number of professional services agreements that have been previously approved by the City Council. These adjustments include: \$100,000 from the General Plan Maintenance Fund (120) for conducting General Plan amendments and zone changes approved on July 20, 2021; \$23,502 from the Housing Successor Fund (280) for financial analysis approved on June 15, 2021; and \$34,360 from the Community Development Block Grant Fund (290) to administer the City's Housing Rehabilitation approved on June 1, 2021.

For Capital Improvement Projects, \$25,000 in funding from the Road Maintenance & Repair Fund (221) is being requested for additional project design for Street Improvements for Central Avenue and State College. In addition, \$21,100 is being requested from the Park Development Fund (250) for the Arovista Park modernization project. Lastly, \$80,000 is being requested from the Golf Course Fund (465) to cover the restroom improvements at the Birch Hills Golf Course (#7968) and Brea Creek Golf Course (#7969). There are sufficient revenues over expenditures in both of these funds to cover these increased one-time costs. The Capital Improvement Program Budget adjustments in CIP - Exhibit A consist of an increase in expenditures of \$127,100 and corresponding adjustments to revenues and transfers-in as follows:

Road Maintenance & Repair Fund (221)	\$ 25,000
Park Development Fund (250)	22,100
Golf Course Fund (465)	80,000
TOTAL	\$ 127,100

SUMMARY/FISCAL IMPACT

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in an increase in revenues and transfers-in of \$1,462,874 and an increase in expenditures of \$1,184,001, for a net General Fund increase in revenues over expenditures of \$278,873. The City Operating Budget adjustments for all funds including the General Fund resulted in an increase in revenues and transfers-in of \$2,644,801 and an increase in expenditures and transfers-out of \$2,632,912 for a net increase in revenues of \$11,889. The Capital Improvement Program Budget adjustments resulted in an increase in expenditures of \$127,100 and a corresponding adjustment to revenues and transfers-in.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Exhibit A - City

Resolution - CIP

Exhibit A - CIP

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2021-22 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2021-22, Resolution No. 2021-040, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 16th day of November, 2021.

Mayor

ATTEST: _____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 16th day of November, 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea
BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET

November 16, 2021

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>					
3427 (REV)	Rental/Use Property Other	610,891	579,332	(31,559)	Reduction of revenue due to the termination of cell tower lease at Arovista Park
3743 (REV)	Contributions from Municipally Owned Enterprises	917,550	989,364	71,814	Adjust revenue to reflect costs charged to Enterprise Funds
3985 (REV)	Transfers-in from Fund 911	4,070,000	5,173,758	1,103,758	Transfers-in from Fund 911 for additional ARPA monies allocated than anticipated
<u>Management Services</u>					
1143 (EXP)	City Manager	1,006,278	1,018,278	12,000	Agreement with RRM Design Group for a Downtown Parklet Feasibility Study
11 (EXP)	Management Services	3,161,553	3,201,302	39,749	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BCEA, BMA, BPMA, Executive, and Part-time Employee Units
<u>Administrative Services</u>					
14 (EXP)	Administrative Services	3,806,271	3,870,082	63,811	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BCEA, BMA, BPMA, Executive, and Part-time Employee Units
<u>Police Services</u>					
2121 (EXP)	Investigations	4,155,329	4,157,832	2,503	Purchase of a Laptop for Crime Analyst
2131 (EXP)	Patrol	11,293,412	11,294,037	625	Unbudgeted computer supplies
2132 (EXP)	Traffic	1,683,100	1,999,197	316,097	Per City Council direction move Commercial Enforcement Officer from Fund 140 to Fund 110
3749 (REV)	Contribution - Other	30,000	31,000	1,000	Donation received for the Police Explorer Program
2141 (EXP)	Special Programs	1,842,605	1,843,605	1,000	Expenses such as academy fees, supplies, etc. related to the Police Explorer Program paid by donation received
21 (EXP)	Police Services	25,188,145	25,308,021	119,876	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>Fire Services</u>					
3549 (REV)	State Grant - Other	6,000	51,559	45,559	Reimbursement for Strike Team Responses
2221 (EXP)	Fire Operations	5,392,429	5,437,988	45,559	Expense related to Strike Team Responses
2221 (EXP)	Fire Operations	5,437,988	5,497,988	60,000	Expenses related to hiring eight new Fire Fighters (uniforms, turnouts, special equipment, etc.)
2221 (EXP)	Fire Operations	5,497,988	5,509,988	12,000	Increased cost of lumber used for Fire Training exercises and well as other training costs
22 (EXP)	Fire Services	8,369,569	8,393,079	23,510	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
<u>Community Development</u>					
32 (EXP)	Community Development	3,163,820	3,225,222	61,402	Memorandum of Understanding negotiations for the APEA, BCEA, BMA, BPMA, Executive, and Part-time Employee
<u>Community Services</u>					
3424 (REV)	Rental - Facility Reservations	188,000	286,000	98,000	Increase in facility reservations
3792 (REV)	Merchandise	1,600	2,000	400	Increase in sale of miscellaneous merchandise at the Community Center
4211 (EXP)	Operations	1,058,995	1,062,095	3,100	Additional office, program, and printer supplies needed as facilities are now open
4215 (EXP)	Fitness Wellness	378,247	390,517	12,270	Added contract and professional services for group exercise, personal trainers, massage therapy, etc.
3644 (REV)	Classes	72,000	101,000	29,000	Increased revenues due to additional aquatics classes added
4145 (EXP)	Contract Classes	145,886	161,636	15,750	Additional contract services due to added classes
3698 (REV)	Special Events	127,000	93,000	(34,000)	Revenue reduction due to the Brea Fest Cancellation
4421 (EXP)	Special Events	230,438	215,538	(14,900)	Reduced expenditures due to Brea Fest Cancellation
3642 (REV)	Aquatics	102,700	134,700	32,000	Increased revenues due to additional aquatics classes added
4422 (EXP)	Aquatics	238,026	269,693	31,667	Additional staff hours needed to conduct added aquatics classes.
3647 (REV)	Youth & Adult Sports	207,460	243,030	35,570	Increased revenues due to additional sports programs offered
4424 (EXP)	Athletics	355,707	385,935	30,228	Additional staff hours and contracted services due to the additional sports programs offered
3694 (REV)	Theatre	177,116	288,448	111,332	Increased revenues due to additional production events
4542 (EXP)	Theatre	901,922	1,010,894	108,972	Additional contracts and supplies to conduct added events.

Account Number		Current Budget	Revised Budget	Funding Required	Description
40 (EXP)	Community Services	8,265,455	8,404,291	138,836	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
<u>Public Works</u>					
5141 (EXP)	Parks	1,063,734	1,066,934	3,200	Slide for Country Hills Playground
5148 (EXP)	Tracks	88,078	108,078	20,000	Tracks at Brea - Segment 3 Seal Coat
51 (EXP)	Public Works	5,518,749	5,595,495	76,746	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Change in Fund Revenues				1,462,874	
Change in Fund Expenditures				1,184,001	
Net Increase in Fund Revenues				278,873	
<u>GENERAL PLAN MAINTENANCE FUND (120)</u>					
3231 (EXP)	Planning Division	0	100,000	100,000	General Plan Amendment/Zone Change Costs approved by City Council on July 20, 2021
Increase in Fund Expenditures				100,000	
<u>COMMUNITY BENEFIT & ECONOMIC BENEFIT FUND (140)</u>					
2132 (EXP)	Traffic	316,097	0	(316,097)	Per City Council direction move Commercial Enforcement Officer from Fund 140 to Fund 110
Increase in Fund Expenditures				(316,097)	
<u>PARAMEDIC SERVICES FUND (174)</u>					
2222 (EXP)	Paramedic Services	6,271,744	6,275,979	4,235	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				4,235	
<u>ROAD MAINTENANCE & REPAIR TAX FUND (221)</u>					
5985 (EXP)	Transfer-out to Fund 510	1,107,806	1,132,806	25,000	Additional funding for project design for CIP #7327 - Street Improvements - Central Ave. and State College
Increase in Fund Expenditures				25,000	
<u>PARK DEVELOPMENT FUND (250)</u>					
5985 (EXP)	Transfer-out to Fund 510	250,000	272,100	22,100	Additional funding for the Arovista Park Modernization Project - CIP #7936

Account Number		Current Budget	Revised Budget	Funding Required	Description
Increase in Fund Expenditures				22,100	
<u>MEASURE M TRANSPORTATION TAX FUND (260)</u>					
51 (EXP)	Public Works	1,869,422	1,869,859	437	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				437	
<u>HOUSING SUCCESSOR FUND (280)</u>					
3215 (EXP)	Housing	290,583	314,085	23,502	Professional Agreement with Keyser Marston to provide financial analysis for the Acacia Apartments project and Trumark affordable for sale units approved by City Council on June 15, 2021
3215 (EXP)	Housing	314,085	318,676	4,591	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				28,093	
<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND (290)</u>					
3561 (REV)	Refunds and Recovery	180,000	187,500	7,500	Increase in Community Development Grant Award
3215 (EXP)	Housing Rehabilitation	226,425	233,925	7,500	Additional expenditure to match Grant Award
3125 (EXP)	Housing Rehabilitation	233,925	268,285	34,360	Professional Agreement with Housing Programs to administer the City's Housing Rehabilitation Program approved by City Council on June 1, 2021
Change in Fund Revenues				7,500	
Change in Fund Expenditures				41,860	
Net Increase in Fund Expenditures				34,360	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #1 FUND (341)</u>					
5112 (EXP)	Maintenance District	53,942	54,295	353	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are sufficient to cover the additional expense.
Increase in Fund Expenditures				353	

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #2 FUND (342)</u>					
5112 (EXP)	Maintenance District	8,205	8,316	111	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
	Increase in Fund Expenditures			111	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #3 FUND (343)</u>					
5112 (EXP)	Maintenance District	124,662	144,662	20,000	Much needed landscape improvements. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
5112 (EXP)	Maintenance District	144,662	144,952	290	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
	Increase in Fund Expenditures			20,290	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #4 FUND (344)</u>					
5112 (EXP)	Maintenance District	4,759	4,794	35	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
	Increase in Fund Expenditures			35	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #5 FUND (345)</u>					
5112 (EXP)	Maintenance District	131,375	131,772	397	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
	Increase in Fund Expenditures			397	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #6 FUND (346)</u>					
5112 (EXP)	Maintenance District	198,086	198,474	388	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.

Account Number		Current Budget	Revised Budget	Funding Required	Description
Increase in Fund Expenditures				388	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #7 FUND (347)</u>					
5112 (EXP)	Maintenance District	30,409	30,552	143	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units. Assessments collected are not sufficient to cover the additional expense. Cost will be paid from fund reserves.
Increase in Fund Expenditures				143	
<u>COMMUNITY FACILITIES DISTRICT - BLACKSTONE 2008-1 FUND (360)</u>					
2222 (EXP)	Paramedic Services	398,879	400,024	1,145	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
5145 (EXP)	Wildcatter's Park	276,753	279,253	2,500	Vandalized Lights
51 (EXP)	Public Works	307,002	312,797	5,795	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				9,440	
<u>COMMUNITY FACILITIES DISTRICT - LA FLORESTA 2011-1 FUND (361)</u>					
2222 (EXP)	Paramedic Services	368,035	368,376	341	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
51 (EXP)	Public Works	38,605	38,818	213	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				554	
<u>COMMUNITY FACILITIES DISTRICT - TAYLOR MORRISON (2013-1) FUND (362)</u>					
2222 (EXP)	Paramedic Services	33,297	33,390	93	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				93	

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>URBAN RUNOFF FUND (410)</u>					
5132 (EXP)	Urban Runoff NPDES	361,938	411,438	49,500	Request for funding to conduct an analysis of opportunities to implement a stormwater harvest and rescue system to offset portable water demands. Initial discussion with City Council were held on May 3, 2020.
51/14 (EXP)	Public Works & Utility Billing	554,544	557,336	2,792	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			52,292	
<u>WATER UTILITY FUND (420)</u>					
51/14 (EXP)	Public Works & Utility Billing	36,719,254	36,770,822	51,568	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			51,568	
<u>SEWER UTILITY FUND (430)</u>					
51/14 (EXP)	Public Works & Utility Billing	3,328,347	2,608,871	21,852	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			21,852	
<u>SANITATION AND STREET SWEEPING FUND (440)</u>					
51 (EXP)	Public Works	3,673,504	2,608,871	10,767	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			10,767	
<u>INFORMATION TECHNOLOGY EXTERNAL SUPPORTT FUND (470)</u>					
1474 (EXP)	Information Technology	930,892	2,608,871	16,204	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			16,204	
<u>GOLF COURSE FUND (465)</u>					
5985 (EXP)	Transfer-out to Fund 510	190,000	220,000	30,000	Appropriate funding for CIP #7968 for restroom improvements at Birch Hills Golf Course

Account Number		Current Budget	Revised Budget	Funding Required	Description
5985 (EXP)	Transfer-out to Fund 510	220,000	270,000	50,000	Appropriate funding for CIP #7969 for accessibility upgrades to restroom facilities at Brea Creek Golf Course
5149 (EXP)	Golf Course	3,435,920	3,436,533	613	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			80,613	
<u>RISK MANAGEMENT FUND (470)</u>					
1483 (EXP)	Information Technology	3,159,880	2,608,871	3,981	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			3,981	
<u>INFORMATION TECHNOLOGY (475)</u>					
1471 (EXP)	Information Technology	2,544,578	2,608,871	35,492	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Increase in Fund Expenditures			35,492	
<u>EQUIPMENT & VEHICLE MAINTENANCE FUND (480)</u>					
3729 (REV)	Refunds/Recovery Other	9,000	44,457	35,457	Insurance reimbursement received for totaled vehicle involved in an accident
5161 (EXP)	Equipment Maintenance	2,340,320	2,375,777	35,457	
5161 (EXP)	Equipment Maintenance	2,375,777	2,395,034	19,257	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Change in Fund Revenues			35,457	
	Change in Fund Expenditures			54,714	
	Net Increase in Fund Expenditures			19,257	
<u>BUILDING OCCUPANCY FUND (490)</u>					
3726 (REV)	Recovery-Civic Center Operations Cost	86,942	122,154	35,212	Olinda Unified School District for office space on Level 2 of the Civic & Cultural
5151 (EXP)	Building Maintenance	2,556,044	2,583,311	27,267	Emergency Water damage repair at the Lions Scout Center
5151 (EXP)	Building Maintenance	2,583,311	2,608,871	25,560	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
	Change in Fund Revenues			35,212	
	Change in Fund Expenditures			52,827	

Account Number		Current Budget	Revised Budget	Funding Required	Description
Net Increase in Fund Expenditures				17,615	
<u>CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (510)</u>					
51 (EXP)	Public Works	395,317	403,693	8,376	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				8,376	
<u>TRAFFIC IMPACT FEES FUND (540)</u>					
14 (EXP)	Administrative Services	61,181	62,139	958	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				958	
<u>FIRE IMPACT FEES FUND (542)</u>					
2221 (EXP)	Fire Operations	175,000	192,000	17,000	Complete the build of the Battalion Chief Command Vehicle. Increased price due to lack of vehicle inventory.
Increase in Fund Expenditures				17,000	
<u>COMMUNITY FACILITIES DISTRICT 2008-2 FUND (875)</u>					
14 (EXP)	Administrative Services	55,941	56,209	268	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				268	
<u>COMMUNITY FACILITIES DISTRICT 97-1 FUND (890)</u>					
14 (EXP)	Administrative Services	392,217	393,026	809	Unbudgeted expenses related to Memorandum of Understanding negotiations for the APEA, BECA, BMA, BPMA, Executive, and Part-time Employee Units
Increase in Fund Expenditures				809	
<u>DISASTER RECOVERY FUND (911)</u>					
3539 (REV)	Federal Grants - Other	4,070,000	5,173,758	1,103,758	Unanticipated additional allocation of ARPA monies Transfers-out to Fund 110 to cover COVID related costs
5985 (EXP)	Transfers-out to Fund 110	4,070,000	5,173,758	1,103,758	
Change in Fund Revenues				1,103,758	

Account Number	Current Budget	Revised Budget	Funding Required	Description
			1,103,758	Change in Fund Expenditures
			0	Net Increase in Fund Expenditures
			2,644,801	TOTAL OF FUNDS CHANGE IN REVENUE
			2,632,912	TOTAL OF FUNDS CHANGE IN EXPENDITURES
			11,889	TOTAL NET FUND INCREASE IN REVENUES

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2020-21 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2020-21 of the Capital Improvement Program Budget, Resolution No. 2020-11, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 19th day of October, 2021.

Mayor

ATTEST: _____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 19th day of November, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET

November 16, 2021

Account Number			Current Budget	Revised Budget	Funding Required	Description
3985	(REV)	Transfers-in from Fund 221	50,000	75,000	25,000	Funding from the Road Maintenance & Repair Tax Fund (221) for additional project design.
7327	(EXP)	Street Improvements - Central Ave. and State College	50,000	75,000	25,000	
					-	
3985	(REV)	Transfers-in from Fund 250	698,474	720,574	22,100	Funding from the Park Development Fund (250) for Arovista Park Modernization approved by the Parks, Recreation, and Human Services Commission.
7936	(EXP)	City Facility & Median Landscape Improvements	698,474	720,574	22,100	
					-	
3985	(REV)	Transfers-in from Fund 465	50,000	80,000	30,000	Appropriate funding from the Golf Course Fund (465) for restroom improvements Birch Hills Golf Course CIP #7968.
7968	(EXP)	Golf Course Improvements - Birch Hills Golf Course	50,000	80,000	30,000	
					-	
3985	(REV)	Transfers-in from Fund 465	50,000	100,000	50,000	Appropriate funding from the Golf Course Fund (465) for accessibility upgrades to restroom facilities at Brea Creek Golf Course CIP #7969.
7969	(EXP)	Golf Course Improvements - Brea Creek Golf Course	50,000	100,000	50,000	
					-	