



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

City Council Meeting Agenda

Tuesday, February 21, 2023

6:30 p.m. - Study Session
7:00 p.m. - General Session
7:45 p.m. - Closed Session

Marty Simonoff, Mayor

Christine Marick, Mayor Pro Tem

Cecilia Hupp, Council Member

Blair Stewart, Council Member

Steven Vargas, Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.net. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience.

State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda. The Council encourages free expression of all points of view. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL DEVICES. **There will be no Zoom/Teleconference for the Study Session meeting.** Zoom/Teleconference will be available during General Session only, members of the public must contact City Staff at (714) 990-7756 or email cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on the day of the meeting. All written comments received by 12:00 p.m. on the day of the meeting, will be summarized aloud into the record at the meeting. Upon request, Zoom participants will be provided with a Zoom meeting ID and password and will remain muted during the meeting until recognized at the appropriate time by the Council. The meeting will also be broadcast live at www.cityofbrea.net.

Special Accommodations

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

Important Notice

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

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

CALL TO ORDER / ROLL CALL - COUNCIL

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

DISCUSSION ITEMS

3. **General Fund Operating and Capital Improvement Program Budget Kick-Off**

REPORT

4. **Council Member Report/Requests**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

5. **Pledge of Allegiance: Girl Scouts Troops 8101 and 5002**
6. **Invocation: Pastor Chris Garrigue, The Cause Church**
7. **Report - Prior Study Session**
8. **Community Announcements**
9. **Matters from the Audience**
10. **Response to Public Inquiries - Mayor / City Manager**

CONSENT CALENDAR - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

CITY COUNCIL - CONSENT

11. **February 7, 2023 City Council Regular Meeting Minutes - Approve.**
12. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2022-23** - Adopt Resolution No. 2023-009 and 2023-010 appropriating funds to adjust the Fiscal Year 2022-23 City Operating and Capital Improvement Program Budgets.

13. **Resolution Establishing the FY 2022-23 City of Brea Master Employee Salary Schedule to Comply with CalPERS Regulations** - Adopt Resolution No. 2023-011 establishing the updated Fiscal Year 2022-23 City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions in order to comply with CalPERS regulations. There is no fiscal impact to the General Fund.
14. **Award of Contract for a classification and compensation study** - It is recommended that the City Council approve a Professional Services Agreement with The Management Strategies Group ("MSG") consulting division of the Sloan Sakai Yeung & Wong LLP law firm to prepare and conduct a classification and compensation study, and authorize the Mayor to execute a contract in the amount of \$26,680. The cost for this study is already budgeted within the Human Resources Division's operating budget for FY 2022-23.
15. **Professional Services Agreement for Forensic Phlebotomy Services** - Approve the Professional Services Agreement with California Forensic Phlebotomy, Inc. to provide as-needed Forensic Phlebotomy Services in an amount not to exceed \$25,000 per year; and Authorize the City Manager to exercise up to four optional one-year extensions. The Fiscal Year 2022-23 budget has sufficient funding available in the Police Department's DUI Materials and Supplies account (110-21-2131-4385).
16. **February 3 and 10, 2023 City Disbursement Registers** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

17. **City Manager**
18. **City Attorney**
19. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

CLOSED SESSION

**7:45 p.m. - Executive Conference Room
Level Three**

CALL TO ORDER / ROLL CALL - COUNCIL

20. **Public Comment**

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.
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21. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation.** Name of Case: Aguirre et al. v. City of Brea (USDC Case No. 8:22-cv-02236-JWS-KES)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 02/21/2023

SUBJECT: General Fund Operating and Capital Improvement Program Budget Kick-Off

RECOMMENDATION

Receive and file presentation.

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Budget Kick-Off Presentation

FY 2023-24 & FY 2024-25

Biennial Budget Kick-Off

City Council Study Session| February 21, 2023

Budget Kick-Off Agenda

- **General Fund Operating Budget Update**
 - FY 2021-22 Prior Year Recap
 - FY 2022-23 Current Year in Review
 - Economic Outlook
 - FY 2023-24 & FY 2024-25 Biennial Budget Process Underway
- **CIP Budget Update**

FY 2021-22 General Fund

Prior Year Recap

	FY 2021-22 Actuals
Revenues	\$ 57,946,186
Carryover Appropriation from FY 2020-21	1,595,714
Transfers-In	729,500
Total Revenues	\$ 60,271,400
Expenditures	\$ 57,132,350
Held for Carryover Appropriation for FY 2021-22	1,513,916
Transfers-Out	4,118,985
Total Expenditures	\$ 62,765,251
Revenues over Expenditures*	\$ (2,493,851)
Use of American Rescue Plan Act Funds (ARPA)	\$ 2,493,851

* 2nd installment of ARPA Funds (\$5.17 million) was anticipated to be received in FY 2021-22 however was actually received in FY 2022-23

FY 2022-23 Year End Estimate

- Maintains 25% reserve policy limit
- Includes projected vacancy savings based upon first 6 months of fiscal year
- Includes labor negotiation agreements for Brea Police Association (BPA)
- Increases sales tax revenues based upon Q3 2022 activity (July – September 2022)
- Increases Transient Occupancy Tax revenue
- Increases Fixed Asset Replacement Program (FARP) funding from \$750,000 to \$900,000
- Includes Capital purchase of Fire Ladder Truck (1) and Fire Pumpers (3)

FY 2022-23 General Fund Revenues

Current Year in Review

Revenue Category*		Adopted Budget		YE Estimate		Change
Sales Tax	\$	25,447,649	\$	26,303,094	\$	855,445
Property Taxes		15,064,140		15,064,140		-
Motor Vehicle Lic. Fees (MVLFF)		5,181,203		5,181,203		-
Franchise Tax		2,821,100		2,821,100		-
Community Services		2,685,456		2,685,456		-
Business License Tax		1,060,800		1,060,800		-
Transient Occupancy Tax		2,102,912		2,164,225		61,313
Licenses & Permits		519,183		519,183		-
All Other (Includes ARPA Funds & Grants)		8,529,444		13,857,575		5,328,131
Transfers-In		750,000		750,000		-
TOTAL	\$	64,161,887	\$	70,406,776	\$	6,244,889

* Exclusive of prior year carryover appropriations

FY 2022-23 General Fund Expenditures

Current Year in Review

Expenditure Category		Adopted Budget		Year End Estimate		Change
Salaries and Benefits	\$	46,299,171	\$	41,470,504	\$	(4,828,667)
Other Operating		16,636,734		17,742,117		1,105,383
Capital		447,400		5,472,517		5,025,117
Transfers Out		1,958,881		1,958,881		-
TOTAL	\$	65,342,186	\$	66,644,019	\$	1,301,833

YE Estimate includes carryover appropriation from prior fiscal year and budget adjustments proposed this evening on City Council consent calendar. YE Estimate for capital cost also includes the purchase of the three (3) fire pumps and one (1) ladder truck

Budget Update

February 21, 2023

	Actuals FY 2021-22	Year End Estimate FY 2022-23
Available Beginning Fund Balance	\$ 12,210,892	\$ 7,897,842
Revenues	57,946,186	64,483,018
Carryovers From Reserves	1,595,714	1,513,916
Transfers In	729,500	750,000
Receipt of ARPA Funds	-	5,173,758
Total Revenues	60,271,400	71,920,692
Expenditures	56,721,011	59,212,621
Capital Equipment	411,339	1,022,933
Fire Pumpers and Ladder Truck Purchase	-	4,449,584
Carryovers	1,513,916	-
Transfers-Out	3,201,985	891,881
BCC Fund (181)	167,000	167,000
Fixed Asset Replacement Fund (182)	750,000	900,000
Total Expenditures	62,765,251	66,644,019
Revenue over Expenditures*	(2,493,851)	5,276,673
Use of ARPA Funds or Excess Reserves	2,493,851	-
Revised Revenue over Expenditures*	-	5,276,673

* Includes use of American Rescue Plan Act (ARPA) Funds totaling \$10.3 million

Economic Outlook

- Economic uncertainty at the State level
- Federal stimulus dollars through the American Rescue Plan Act (ARPA) must be earmarked December 31, 2024
- Sales tax revenues remain flat
- Development continues including major projects like the Brea Mall Mixed-Use Project
- Low unemployment rate
- Inflationary pressures remain high

Budget Process



CIP Budget Kick-Off

City Council Study Session| February 21, 2023

Current Project Status

Project #	Title	Phase	Est. Completion
7322	Country Hills Subdivision Pavement/Water Rehab (Phase 1)	Completed	
7328	Brea Downtown Parklets Project	Completed	
7453	Gemini Ave/Steele Drive Waterline Improvements	Completed	
7457	Pleasant Hill Tract Water Improvements	Completed	
7914	Skate Park Upgrades	Completed	
7251	SR-57 Freeway/Lambert Road Interchange	Construction	Summer 2024
7322	Country Hills Subdivision Pavement/Water Rehab (Phase 2)	Construction	Summer 2023
7324	Berry Street Sidewalk Installation	Construction	Spring 2023
7454	Walnut-Orange-Juniper Waterline Improvements	Construction	Summer 2023
7626	South Brea Sewer Repairs	Construction	Summer 2023
7977	Senior Center Generator Project	Construction	Spring 2023

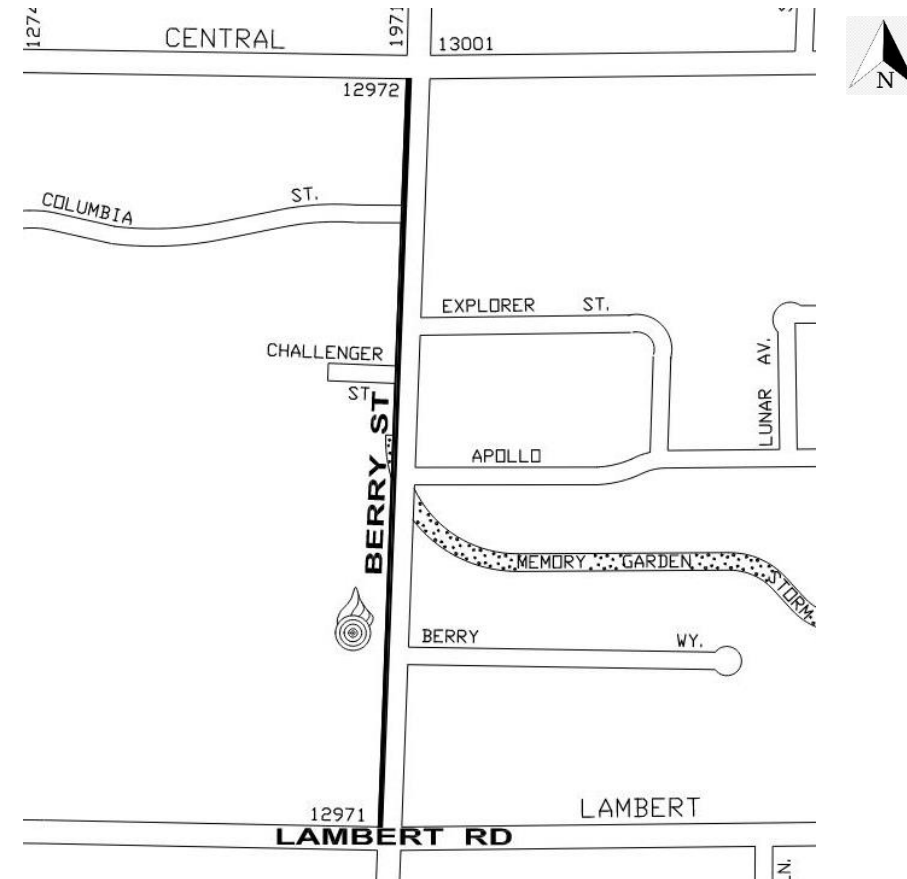
Current Project Status

Project #	Title	Phase
7299	Brea Blvd. Street Improvements	Design
7326	Walnut Way Street Improvements	Design
7462	Enterprise Tract Water Improvements	Design
7631	Briarwood Lift Station Replacement	Design
7716	Lambert Road Traffic Signal Synchronization	Design
7717	Cliffwood Neighborhood Traffic Calming	Design
7965	Rehabilitate Ring Road at Berry Street Reservoir	Design
7956	Tamarack Parking Lot Asphalt Rehabilitation	Design
7975	Senior Center & Pioneer Hall Roofs	Design
7978	Arovista Park Modernization Project	Design

Project Highlight

CIP 7324 – Berry Street Sidewalk Installation

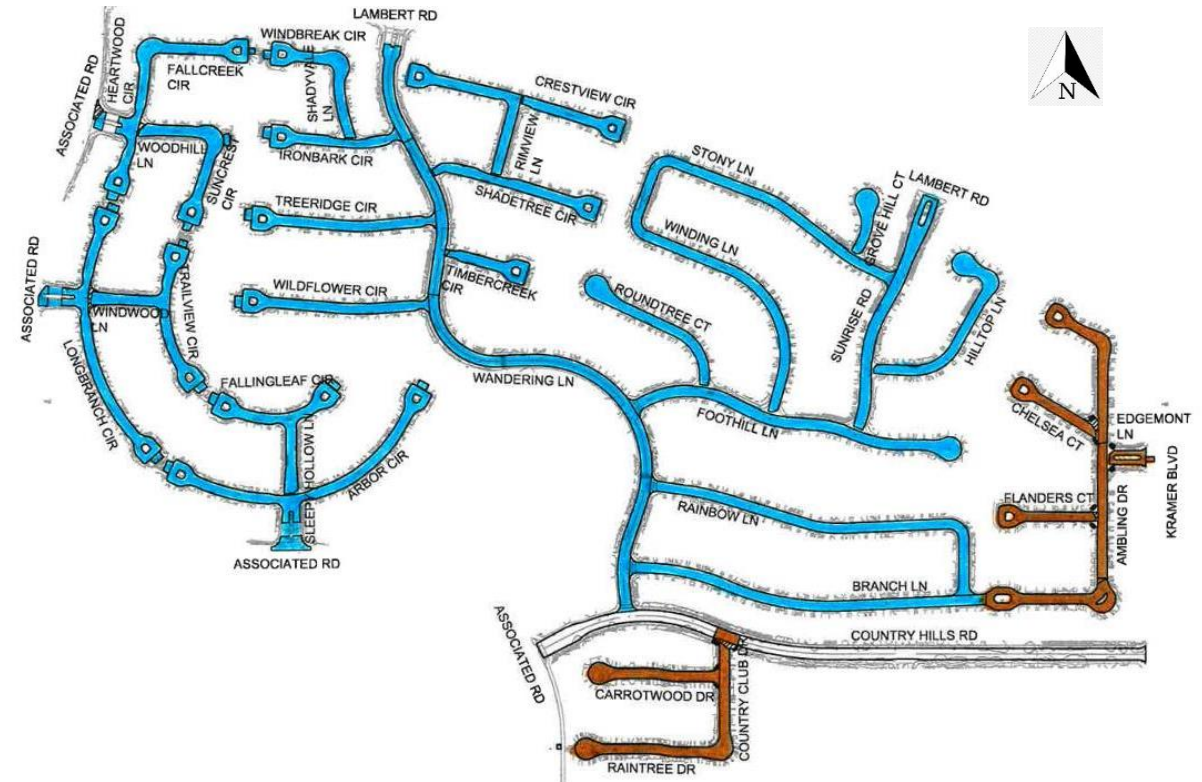
- Construction Start – February 6th
- Scope (West of Berry St.)
 - Sidewalk, driveways, & curb ramps
 - Curb & gutter
 - Slough walls
 - Landscape & irrigation
- Estimated Completion - May



Project Highlight

CIP 7322 – Country Hills Pavement/Water (Phase 2)

- Construction Start – February 21st
- Scope
 - 3,500' water main & services
 - Asphalt mill & overlay
 - Curb ramp and curb & gutter
 - Signage & striping
- Estimated Completion - July



Project Highlight

CIP 7454/7626 – S. Brea Water & Sewer Improvements

- Construction Start – Spring 2022
- Scope (West of Berry St.)
 - 14,850' water main (10,600' completed)
 - 1,500' sewer main (300' completed)
 - Asphalt mill & overlay
 - Curb ramps and curb & gutter
- Estimated Completion – Summer



Project Highlight

CIP 7977 – Senior Center Generator Project

- Project Start – February 2022
- Purchase of Generator – April 2022
- Generator Delivery – December 2022
- Next Steps
 - AQMD Approvals
 - SCE Connection
- Estimated Completion – Spring



Next Steps

- **FY23-24 CIP Budget**
 - **Internal CIP Kick-off Meeting**
 - **General Plan Conformance**
(Planning Commission – April 25, 2023)
 - **CIP Budget Workshop(s)**
 - **CIP Budget Adoption**

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 02/21/2023
SUBJECT: February 7, 2023 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES FEBRUARY 7, 2023

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Simonoff called the General Session to order at 7:00 p.m., all members were present.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

1. **Pledge of Allegiance**
Boy Scout Troop 707 led the Pledge of Allegiance.
2. **Invocation**
Judy Walker, The Cause Church, delivered the invocation.
3. **Commendation: Outgoing Commissioners and Committee Members**
Mayor Simonoff, on behalf of the City Council, presented Blake Perez, Thomas Donini, Joseph Covey, and Dan Phu with Commendations recognizing their contributions and dedication to the citizens of Brea.
4. **Oath of Office for Newly Appointed Commissioners and Committee Members**
City Clerk Harris-Neal administered the Oath of Office to newly appointed Cultural Arts Commissioners Robyn Valerie Price, Beverly Falco, and Linda Shay; Planning Commissioners Joseph Covey, Thomas Donini and Blake Perez; Art in Public Places Committee Members Judy Randlett and Margee Hills; Traffic Committee Members Rachel Hickenbottom and Darlene Chandler; and Parks, Recreation and Human Services Commissioner Irene Rifilato.
5. **Community Announcements**
Councilmember Stewart announced that the City and Republic Services will give away free compost on Saturday, February 18, from 8:00 to 10:30 a.m., at Tri-City Park. He reminded residents to bring containers or buckets, and Republic Services staff will fill them with compost, and noted that there is a limit of 60 gallons per household and proof of Brea residency is required.

Councilmember Stewart announced that Love Brea returns this year on Saturday, April 22. He noted that Love Brea is a great opportunity to serve the community and join a movement that is spreading across California. He indicated that service projects range from mulching

The Tracks at Brea and helping those in need with home renovations and he also announced that project submissions begin February 13. Lastly, he announced that monetary donations are now being accepted and directed the community to the City's website for a direct link to submit a project idea or to make a donation.

Mayor Pro Tem Marick announced that OC Public Libraries invited the community to celebrate the Grand Re-Opening of the Brea Library on Wednesday, February 8 at 10:00 a.m.

Councilmember Hupp announced that as part of the 57/Lambert Interchange Improvement Project, Caltrans will be conducting a 55-hour closure over the weekend to begin reconstruction of the 57 Freeway main bridge. She indicated that starting Friday, February 10 at 10:00 p.m., all lanes of Lambert Road, beneath the freeway bridge, will be closed and lanes will re-open at 5:00 a.m. on Monday, February 13.

Councilmember Vargas invited the residents to a Community Workshop on Wednesday, February 8 at 6:00 p.m. at the Brea Civic and Cultural Center to learn about the Affordable Housing Ordinance update process and to provide ideas and input on the draft recommendations. He indicated that participation is important to help plan for Brea's future.

6. Matters from the Audience

Sean Thomas spoke about the Engage Brea program, community engagement for the Arovista Park Modernization project, and congratulated Andrew Herrera on being appointed to the Board of Directors of the Brea Museum. He also expressed concern for the price of the restroom as referenced in Item 11 (Authorize Purchase of Prefabricated Restrooms and Trash Enclosures for Arovista Park).

Craig Faris spoke about historic articles found at the La Floresta development site and suggested raising awareness for the indigenous roots of the area.

Sara Watkins, AUsome Sauce, spoke in support of the Arovista Park Modernization Project, noting the project shows the City's support for the neurodivergent community and will promote healthy inclusion for all who will visit the park.

Matthew Harden spoke about taxes to residents of West Village and requested Council rescind the taxes residents pay that go to fund Central Park.

Keith Fullington announced that the Brea Ladycats made the playoffs and encouraged the City to sponsor more events in the Downtown. He also spoke about the traffic problems at Lambert and Peppertree.

Eric Hartzheim expressed concern for the traffic backup out of Arovista Park on Imperial during peak times.

Ellie Hartzheim expressed support for the Arovista Park Modernization project and requested staff consider adding monkey bars.

City Clerk Harris-Neal summarized the following written comments for the record:

Ted Collins expressed concerns regarding the City's plan to make Jasmine Drive an "exit only", thereby only allowing entrance to Arovista Park from Imperial Highway. He stated that staff cited "safety issues" with no details. He also expressed four other concerns including: 1) residents inability to go through the parking lot to make a right turn to Imperial Hwy; 2) cyclist crossing Imperial Hwy will hinder cars from making a right turn onto East Bound Imperial Hwy; 3) there will be delays for parents picking up their children from Arovista Elementary

school because parent will only being able to turn right on the green light onto Eastbound Imperial Hwy; and 4) A possible backup at Jasmine/Berry from westbound Imperial Hwy drivers who will need to make a U-turn to enter the park.

Audrey Schroth expressed support for the upgrades to Arovista Park noting that she has a severely disabled daughter that would really enjoy the amenities. She stated that the accommodations will allow her daughter to have fun alongside her peers and it will also teach inclusion. She mentioned the swings and zipline and thanked Council for voting yes for the project.

Luis Murillo expressed gratitude for the new plans for Arovista Park stating that it will bring many new activities not only for user groups but also for the community.

City Clerk Harris-Neal also indicated that eleven (11) written letters from children in the community were received in support of the Arovista Park modernization project.

7. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo responded to public inquiries.

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

8. Arovista Park Modernization Concept Plan Review

Assistant City Manager/Community Services Director Emeterio introduced the item and spoke about the history of Arovista Park, prior dedication and community engagement.

Deputy Director of Community Services Matlock presented a Powerpoint and spoke about the project history, project timeline, community engagement, community input and funding.

Senior Management Analyst Colacion continued the presentation and spoke about the north parking lot, sports fields, jubilee grove, athletic courts, southwest area, playground area overview, play features, and park amenities.

Traffic Engineer Roseman discussed the intersection of Jasmine Avenue and Imperial Highway and spoke about the driveways, sound wall, driveway exit and signal timing.

Council discussed traffic synchronization, methodology of exiting the park, and possible opportunities to work with Caltrans to make adjustments to the signal timing during peak times. Council directed staff to arrange for Traffic Committee review of these issues.

Parks Superintendent Bowlus spoke about project next steps and delivery and installation time for the prefabricated restrooms and trash enclosures.

Parks, Recreation and Human Services Commissioners Realon and Livingston spoke about their review of the project, indicated the entire Commission is in full support of the project and recommended approval of the project.

Council thanked staff for their hard work on the project.

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Hupp to approve the Arovista Park Modernization Concept Plans, as presented and referred the item to the Traffic Committee to review issues such as traffic synchronization and methodology of exiting the park.

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

Passed

CONSENT CALENDAR - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

CITY COUNCIL - CONSENT

9. January 17, 2023 City Council Regular Meeting Minutes

The City Council approved the January 17, 2023 City Council Regular Meeting Minutes as amended.

10. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

The City Council made the following findings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person.

11. Authorize Purchase of Prefabricated Restrooms and Trash Enclosures for Arovista Park Modernization, CIP 7978

The City Council approved the purchase of prefabricated restrooms and trash enclosures from Public Restroom Company in the amount of \$1,453,052.00.

12. December 2022 Outgoing Payment Log and January 13, 20, & 27, 2023 City Disbursement Registers

The City Council received and filed the December 2022 Outgoing Payment Log and January 13, 20, & 27, 2023 City Disbursement Registers.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City Council Consent Items 9 - 12, with item 9 as amended.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

13. January 13, 2023 Successor Agency Disbursement Register

The City Council, as the Successor Agency, received and filed the December 2022 Outgoing Payment Log and January 13, 20, & 27, 2023 City Disbursement Registers.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to approve City/Successor Agency Consent Item 13.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

14. City Manager

None.

15. City Attorney

None.

16. Council Requests

Councilmember Hupp requested that staff bring an item to a future meeting discussing Council's opposition to the Brea Canyon Widening project.

Councilmember Vargas spoke about the Council's stance on Community Facilities Districts (CFD) assessments on future developments.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Simonoff adjourned the General Session at 8:34 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 21st day of February, 2023.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 02/21/2023

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2022-23

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2022-23 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 are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

For FY 2022-23, the below information highlights the recommended budget adjustments for the City's General Fund Operating Budget with a complete list (including non-General Fund adjustments) provided in City - Exhibit A.

- Included in these adjustments is the recognition of the 2nd installment of the American Rescue Plan Act (ARPA) monies in the amount of \$5,173,758 in the City's General Fund (110). This Federal stimulus funding was initially projected to be received in FY 2021-22, however due to timing, the funding was received in the current fiscal year. As a reminder, these funds have been identified to be used for revenue replacement as a result of the COVID-19 pandemic so the City is able to maintain service levels to the community.
- Avenu Analytics is the City's sales tax consultant who provides sales tax discovery and auditing services, and as part of those services, receives a one-time percentage of corrected returns they process. For this adjustment, Avenu's share was \$31,341 while generating approximately \$222,290 in immediate and ongoing sales tax revenue for the City.
- Throughout the fiscal year, departments receive grant and donation funding. For this adjustment period, Police is requesting to adjust revenues and expenditures associated with the award of the Cannabis Tax Fund Grant Program in the amount of \$133,245, as well as correct a carryover appropriation from the Public Safety Realignment Grant Program (AB 109) for eligible expenditures with a net increase of \$4,878. Fire Services is requesting to adjust revenues and expenditures related to donations and/or contributions received from the Fire Foundation, California Firefighter Joint Apprenticeship Committee and Bridge Energy with no net impact to the General Fund Operating Budget.

For Capital Improvement Projects, \$100,000 is being requested from the Golf Course Fund (465) to cover additional restroom improvements and turf removal at the Birch Hills Golf Course (#7968) and ramp repair and ADA improvements at Brea Creek Golf Course (#7969). There are sufficient revenues over expenditures in the Golf Course Fund (465) to cover these increased one-time costs. In addition, a budget adjustment is being requested to move Gas Tax Fund (220) and Water Utility Fund (420) funds in the total amount of \$950,000 from the South Brea Neighborhood Water Main Replacement Project (CIP 7466), Gemini Avenue/Steel Drive Waterline Improvement Project (CIP 7453) and Pleasant Hill Tract Water Improvement Project (CIP 7457) to the Country Hills Subdivision Pavement/Water Rehabilitation Project (CIP 7322). This is due to additional scope of work and additional water main improvements within the subdivision to address the emergency pavement work needed. There is no net impact to the Gas Tax Fund (220) or Water Utility Fund (420) with this request as funds are being transferred from other capital improvement projects that are under budget.

The Capital Improvement Program Budget adjustments in CIP - Exhibit A consists of an increase in expenditures of \$100,000 and corresponding adjustments to revenues and transfers-in.

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2022-23 budget adjustments were reviewed by the Finance Committee on February 14, 2023, and were recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The Fiscal Year 2022-23 City Operating Budget adjustments for the City's General Fund (110) in City - Exhibit A, resulted in an increase in revenues of \$5,550,421 and an increase in expenditures and transfers-out of \$193,136, for a net General Fund increase in revenues over expenditures of \$5,357,285.

The City Operating Budget adjustments for all funds including the General Fund resulted in an increase in revenues and transfers-in of \$5,606,921 and an increase in expenditures and transfers-out of \$527,135 for a net increase in revenues of \$5,079,786.

The Capital Improvement Program Budget adjustments resulted in an increase in expenditures of \$100,000 and a corresponding adjustment to revenues and transfers-in.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Resolution - City

City - Exhibit A

Resolution - CIP

CIP - Exhibit A

RESOLUTION NO. 2023-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2022-23 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 2022-23, Resolution No. 2022-048, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 21st day of February, 2023.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 21st day of February, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2023-009
February 21, 2023

City of Brea

**BUDGET ADJUSTMENTS
FY 2022-23 OPERATING BUDGET**

February 21, 2023

Account Number		Current Budget	Revised Budget	Funding Required		Description
<u>GENERAL FUND (110)</u>						
3569 (REV)	Federal Grants	91,969	5,265,727	5,173,758	REV	American Rescue Plan Act (ARPA) funds anticipated to come in FY 2021-22 however came in FY 2022-23
<u>Administrative Services</u>						
1424 (EXP)	Administrative Services	336,740	368,081	31,341	EXP	Sales tax revenue and expenditure increase related to discovery and audit services performed by the City's sales tax consultant
3121 (REV)	Sales Tax	25,447,649	25,669,939	222,290	REV	
<u>Police Services</u>						
3549 (REV)	State Grant - Other	255,174	388,419	133,245	REV	On July 19, 2022, City Council accepted grant funding through the Cannabis Tax Fund Grant Program from California Highway Patrol (CHP) which provides funding to help reduce impaired driving crashes and increases public awareness
2111 (EXP)	Police Administration	2,262,919	2,263,905	986	EXP	
2132 (EXP)	Traffic	2,073,170	2,205,429	132,259	EXP	
3549 (REV)	State Grant - Other	388,419	387,147	(1,272)	REV	Change in appropriation due to revised FY 2022-23 allocation for Public Safety Realignment Grant Funds (AB 109) and includes a correction in carryover appropriation of \$4,022 that was received last fiscal year however was not carried over for eligible AB 109 expenses
2141 (EXP)	Special Programs	1,876,352	1,882,502	6,150	EXP	
<u>Fire Services</u>						
3749 (REV)	Contributions - Other	30,000	45,000	15,000	REV	The Fire Department received a grant from the Fire Foundation
2213 (EXP)	Emergency Preparedness	214,413	229,413	15,000	EXP	
3729 (REV)	Refunds and Recovery - Other	53,967	58,867	4,900	REV	Fire Department purchased fitness equipment that is reimbursed through California Firefighter Joint Apprenticeship Committee
2223 (EXP)	Building & Apparatus	187,120	192,020	4,900	EXP	
3749 (REV)	Contributions - Other	45,000	47,500	2,500	REV	Donation from Bridge Energy to provide training and/or equipment for the Fire Department. The Fire Department utilized these funds to purchase gear bags for line level personnel
2221 (EXP)	Fire Operations	7,235,853	7,238,353	2,500	EXP	
Change in Fund Revenues				5,550,421		
Change in Fund Expenditures				193,136		
Net Change in Fund Revenues				5,357,285		

Account Number		Current Budget	Revised Budget	Funding Required		Description
<u>PUBLIC SAFETY AUGMENTATION FUND (172)</u>						
2133 (EXP)	Public Safety Communications	108,250	282,028	173,778	EXP	The 800 MHz Countywide Communications System (CCCS) annual cost sharing allocation increased primarily due to the Motorola Service Upgrade Agreement that started in FY 2021-22
		<hr/>				
		Change in Fund Expenditures		173,778		
<u>COMMUNITY CENTER REPLACEMENT FUND (181)</u>						
4250 (EXP)	Community Center Replacement	208,993	226,157	17,164	EXP	Emergency floor replacement in the Brea Community Center Art Studio and hallway due to moisture issues under flooring
		<hr/>				
		Change in Fund Expenditures		17,164		
<u>AIR QUALITY IMPROVEMENT FEES FUND (240)</u>						
3549 (REV)	State Grant - Other	-	56,500	56,500	REV	Receipt of Mobile Source Air Pollution Reduction Review Committee Grant (MSRC Contract ML18100) to fund a portion of the electric vehicle charging stations at the downtown Brea parking structure
5161 (EXP)	Equipment Maintenance	383,000	399,000	16,000	EXP	Purchase of an all-electric utility vehicle to replace an existing gas powered utility vehicle for community services (Vehicle No. 29001)
		<hr/>				
		Change in Fund Revenues		56,500		
		Change in Fund Expenditures		16,000		
		Net Change in Fund Revenues		40,500		
<u>GOLF COURSE FUND (465)</u>						
9510 (EXP)	Transfer out to Fund 510	235,451	335,451	100,000	EXP	Additional appropriation for restroom improvements and turf removal at Birch Hills (CIP 7968) and ramp repair and ADA improvements at Brea Creek (CIP 7969)
		<hr/>				
		Change in Fund Expenditures		100,000		
<u>EQUIPMENT AND VEHICLE MAINTENANCE FUND (480)</u>						
5161 (EXP)	Equipment Maintenance	3,768,476	3,753,476	(15,000)	EXP	Existing gas powered utility vehicle for community services (Vehicle No. 29001) to be replaced by an all-electric utility vehicle from Fund 240
		<hr/>				
		Change in Fund Expenditures		(15,000)		

Account Number		Current Budget	Revised Budget	Funding Required		Description
<u>FIRE IMPACT FEE FUND (542)</u>						
2223 (EXP)		-	40,789	40,789	EXP	First-In Alerting System improvements at Firestation No. 2 & No. 3 to differentiate between dispatch alert calls (ambulance vs engine) since dispatching times may be different.
1411 (EXP)	Administration	12,500	13,134	634	EXP	Correction of funding appropriation carryover for the Fire and Dispatch Impact Fee Study
				<hr/>		
Change in Fund Expenditures				41,423		
<u>DISPATCH IMPACT FEE FUND (543)</u>						
1411 (EXP)	Administration	500	1,134	634	EXP	Correction of funding appropriation carryover for the Fire and Dispatch Impact Fee Study
				<hr/>		
Change in Fund Expenditures				634		
Total Change in Fund Revenues				5,606,921		
Total Change in Fund Expenditures				527,135		
Total Net Change in Fund Revenues				5,079,786		

RESOLUTION NO. 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2022-23 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 2022-23 of the Capital Improvement Program Budget, Resolution No. 2022-049, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 21st day of February, 2023.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 21st day of February, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2023-010
February 21, 2023

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET

February 21, 2023

Account Number			Current Budget	Revised Budget	Funding Required	Description
3985	(REV)	Transfers-in from Fund 465	235,451	335,451	100,000	
7968	(EXP)	Cart Path, Restroom, and Landscaping Improvements at Birch Hills	85,451	135,451	50,000	Additional appropriation for restroom improvements and turf removal at Birch Hills (CIP 7968) and ramp repair and ADA improvements at Brea Creek (CIP 7969)
7969	(EXP)	Clubhouse Restroom and Bridge Improvements at Brea Creek	150,000	200,000	50,000	
						-
7466	(EXP)	South Brea Neighborhood Water Main Replacement	2,089,693	1,739,693	(350,000)	Deferred construction budget to next fiscal year due to timing as project in design phase. Transfer funds to Country Hills Subdivision Pavement/Water Rehabilitation (CIP 7322)
7453	(EXP)	Gemini Avenue/Steele Drive Waterline Improvements	814,095	664,095	(150,000)	Construction contract and related construction work came in under budget for Gemini Avenue/Steele Drive Water Improvements (CIP 7453) and Pleasant Hill Tract Water Improvements (CIP 7457). Transfer funds to Country Hills Subdivision Pavement/Water Rehabilitation (CIP 7322)
7457	(EXP)	Pleasant Hill Tract Water Improvements	1,173,474	723,474	(450,000)	
7322	(EXP)	Country Hills Subdivision Pavement/Water Rehabilitation	3,549,524	4,499,524	950,000	Additional scope of work as well as additional water main improvements within subdivision to address emergency pavement work needed.
						-
Change in Fund Revenues					100,000	
Change in Fund Expenditures					100,000	
Net Change in Fund Expenditures					-	

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 02/21/2023

SUBJECT: Resolution Establishing the FY 2022-23 City of Brea Master Employee Salary Schedule to Comply with CalPERS Regulations.

RECOMMENDATION

Adopt a resolution establishing the updated Fiscal Year 2022-23 City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions in order to comply with CalPERS regulations.

BACKGROUND/DISCUSSION

The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the Employment and Benefit Policy for Unrepresented Employees are approved; or when specific wage and classification title adjustments are needed. The City has a long-standing practice of posting these approved salary schedules on the City website, www.cityofbrea.net, and the City's internal website (intranet), as well as having copies available in the Human Resources Division.

In addition, the City Council approves the employment agreements for the City Manager and the Executive Compensation Plan for department directors which include salaries. The City Manager and Executives' salaries are also listed on the City's website. The amount of monthly compensation the City Council receives is addressed in the Brea Municipal Code, Section 2.00.130, City Council Salaries, and is set in accordance with California Government Code Section 36516b.

The California Public Employees' Retirement System (CalPERS) requires that the City Council regularly adopt a master pay schedule listing all of the pay rates/ranges for all City of Brea established positions, including the City Council, and City Manager. The City has updated classifications and minimum wage law salaries in addition to approving a new MOU which have resulted in changes to the wages of certain positions.

CalPERS requires that only compensation earned as defined under Government Code Section 20636 and corresponding regulations can be reported to CalPERS and considered in calculating retirement benefits. In order to determine the amount of compensation earnable, a member's pay rate is limited to the amount identified on a publicly available pay schedule. Per CCR Section 570.5, a pay schedule, among other things, must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;

- Identify the position title for every employee position;
- Show the pay rate as a single amount or multiple amounts within a range for each identified position;
- Indicate the time base such as hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's Internet website;
- Indicate an effective date and date of any revisions;
- Be retained by the employer and available for public inspection for not less than five years; and
- Not reference another document in lieu of disclosing the pay rate.

Any time new MOU contracts are negotiated or when wage rate/range adjustments or classification title changes are approved, a staff report amending this master pay schedule is prepared for City Council consideration. The most recent MOU that was negotiated is the Brea Police Association which became effective January 1, 2023.

In an effort to comply with CalPERS regulations, staff recommends that the City adopt the attached resolution establishing a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions effective February 1, 2023.

FISCAL IMPACT/SUMMARY

The City Council of the Brea is required by CalPERS to adopt a resolution establishing an updated City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions for Fiscal Year 2022-23.

There is no fiscal impact associated with the adoption of the City of Brea Master Employee Pay Schedule.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Brea Master Salary Schedule for FY 2022-23

Resolution Establishing Brea Master Salary Schedule

CITY OF BREA SALARY TABLE

[Section 1: Regular Full-Time Classifications](#)

[Section 2: Part-Time/Temporary Classifications](#)

[Section 3: Council Members and Elected Officials](#)

Current Revision: **Effective 2/1/2023**

SECTION 1

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
B49	ACCOUNTANT I	BCEA	07/09/2022	\$5,920.97	\$6,068.79	\$6,221.15	\$6,377.31	\$6,536.49	\$6,699.47	\$6,867.00	\$7,039.07	\$7,214.93	\$7,395.34	\$7,580.30
A31	ACCOUNTANT II	APEA	07/09/2022	\$6,174.58	\$6,328.72	\$6,487.61	\$6,650.46	\$6,816.46	\$6,986.42	\$7,161.12	\$7,340.56	\$7,523.96	\$7,712.09	\$7,904.97
B03	ACCOUNTING TECH I	BCEA	07/09/2022	\$3,679.20	\$3,771.05	\$3,865.72	\$3,962.76	\$4,061.67	\$4,162.94	\$4,267.04	\$4,373.96	\$4,483.24	\$4,595.35	\$4,710.28
B02	ACCOUNTING TECH II	BCEA	07/09/2022	\$4,047.30	\$4,148.34	\$4,252.48	\$4,359.22	\$4,468.04	\$4,579.44	\$4,693.95	\$4,811.57	\$4,931.78	\$5,055.10	\$5,181.53
B07	ADMIN CLERK I	BCEA	07/09/2022	\$3,333.79	\$3,417.01	\$3,502.80	\$3,590.73	\$3,680.35	\$3,772.12	\$3,866.44	\$3,963.33	\$4,062.35	\$4,163.93	\$4,268.07
B06	ADMIN CLERK II	BCEA	07/09/2022	\$3,665.76	\$3,757.28	\$3,851.61	\$3,948.29	\$4,046.84	\$4,147.74	\$4,251.46	\$4,357.99	\$4,466.87	\$4,578.57	\$4,693.08
E05	ADMIN SVCS DIR	N/A	11/26/2022	\$15,395.00										\$18,029.00
B05	ADMINISTRATIVE ASSISTANT	BCEA	07/09/2022	\$4,053.18	\$4,154.37	\$4,258.67	\$4,365.56	\$4,474.53	\$4,586.10	\$4,700.78	\$4,818.57	\$4,938.95	\$5,062.46	\$5,189.07
A38	ASSISTANT CITY ENG	APEA	07/09/2022	\$9,726.13	\$9,968.94	\$10,219.22	\$10,475.73	\$10,737.22	\$11,004.94	\$11,280.12	\$11,562.78	\$11,851.66	\$12,148.02	\$12,451.84
B46	ASSISTANT ENGINEER	BCEA	07/09/2022	\$6,362.31	\$6,521.14	\$6,684.86	\$6,852.65	\$7,023.71	\$7,198.83	\$7,378.84	\$7,563.74	\$7,752.71	\$7,946.57	\$8,145.32
B10	ASSISTANT PLANNER	BCEA	07/09/2022	\$5,567.24	\$5,706.23	\$5,849.49	\$5,996.31	\$6,145.99	\$6,299.23	\$6,456.74	\$6,618.54	\$6,783.89	\$6,953.53	\$7,127.44
A02	ASSOCIATE ENGINEER	APEA	07/09/2022	\$7,518.70	\$7,706.40	\$7,899.88	\$8,098.17	\$8,300.31	\$8,507.26	\$8,719.99	\$8,938.50	\$9,161.82	\$9,390.91	\$9,625.78
A04	ASSOCIATE PLANNER	APEA	07/09/2022	\$6,392.59	\$6,552.18	\$6,716.68	\$6,885.28	\$7,057.14	\$7,233.10	\$7,413.97	\$7,599.75	\$7,789.62	\$7,984.40	\$8,184.09
B42	ASST TO THE CITY CLERK	BCEA	07/09/2022	\$4,114.31	\$4,217.03	\$4,322.90	\$4,431.41	\$4,542.02	\$4,655.27	\$4,771.68	\$4,891.25	\$5,013.45	\$5,138.81	\$5,267.33
A25	ASST TO THE CITY MGR	APEA	07/09/2022	\$8,408.49	\$8,618.41	\$8,834.78	\$9,056.54	\$9,282.60	\$9,514.05	\$9,751.95	\$9,996.32	\$10,246.06	\$10,502.27	\$10,764.93
A58	BLDG & FAC ADMIN	APEA	07/09/2022	\$7,229.79	\$7,410.28	\$7,596.32	\$7,786.99	\$7,981.37	\$8,180.37	\$8,384.92	\$8,595.03	\$8,809.77	\$9,030.06	\$9,255.90
M01	BLDG & SAFETY MGR	MGMT NS	07/09/2022	\$11,592.99	\$11,882.41	\$12,180.73	\$12,486.47	\$12,798.15	\$13,117.25	\$13,445.26	\$13,782.17	\$14,126.50	\$14,479.74	\$14,841.88
B11	BUILDING INSPECTOR	BCEA	07/09/2022	\$5,594.31	\$5,733.97	\$5,877.93	\$6,025.47	\$6,175.87	\$6,329.85	\$6,488.14	\$6,650.72	\$6,816.88	\$6,987.33	\$7,162.09
B04	BUILDING MAINT TECH	BCEA	07/09/2022	\$4,835.29	\$4,956.01	\$5,080.43	\$5,207.95	\$5,337.95	\$5,471.04	\$5,607.85	\$5,748.37	\$5,891.99	\$6,039.32	\$6,190.36
A64	BUILDING OFFICIAL	APEA	11/15/2022	\$8,622.35	\$8,837.91	\$9,058.86	\$9,285.33	\$9,517.46	\$9,755.40	\$9,999.29	\$10,249.27	\$10,505.50	\$10,768.14	\$11,037.34
B37	BUSINESS OUTREACH SP	BCEA	07/09/2022	\$4,370.85	\$4,479.96	\$4,592.44	\$4,707.71	\$4,825.22	\$4,945.53	\$5,069.20	\$5,196.22	\$5,326.04	\$5,459.22	\$5,595.76
B69	BUYER I	BCEA	07/09/2022	\$5,045.24	\$5,171.37	\$5,300.65	\$5,433.17	\$5,569.00	\$5,708.22	\$5,850.93	\$5,997.20	\$6,147.13	\$6,300.81	\$6,458.33
A23	BUYER II	APEA	07/09/2022	\$5,549.75	\$5,688.30	\$5,831.11	\$5,977.48	\$6,126.68	\$6,279.44	\$6,436.46	\$6,597.75	\$6,762.58	\$6,931.68	\$7,105.05
M16	CITY CLERK	MGMT NS	07/09/2022	\$9,479.48	\$9,716.13	\$9,960.07	\$10,210.07	\$10,464.93	\$10,725.86	\$10,994.06	\$11,269.55	\$11,551.11	\$11,839.95	\$12,136.07
B66	CITY CLERK SPECIALIST	BCEA	07/09/2022	\$3,665.76	\$3,757.28	\$3,851.61	\$3,948.29	\$4,046.84	\$4,147.74	\$4,251.46	\$4,357.99	\$4,466.87	\$4,578.57	\$4,693.08
M02	CITY ENGINEER	MGMT NS	07/09/2022	\$11,084.04	\$11,360.75	\$11,645.98	\$11,938.29	\$12,236.29	\$12,541.38	\$12,854.99	\$13,177.11	\$13,506.32	\$13,844.05	\$14,190.30
3	CITY MANAGER	N/A	11/26/2022	\$22,645.27										
M03	CITY PLANNER	MGMT NS	07/09/2022	\$11,559.80	\$11,848.39	\$12,145.86	\$12,450.73	\$12,761.52	\$13,079.70	\$13,406.77	\$13,742.72	\$14,086.06	\$14,438.29	\$14,799.39
N10	CIVILIAN INVESTIGATOR	POLICE	01/07/2023	\$5,987.89	\$6,137.38	\$6,291.46	\$6,449.38	\$6,610.37	\$6,775.19	\$6,944.60	\$7,118.62	\$7,296.47	\$7,478.92	\$7,665.97
B24	CODE ENFORCE OFFICER	BCEA	07/09/2022	\$5,594.31	\$5,733.97	\$5,877.93	\$6,025.47	\$6,175.87	\$6,329.85	\$6,488.14	\$6,650.72	\$6,816.88	\$6,987.33	\$7,162.09
M04	COMM & MKTG MANAGER	MGMT NS	07/09/2022	\$9,696.41	\$9,938.48	\$10,187.99	\$10,443.72	\$10,704.41	\$10,971.30	\$11,245.65	\$11,527.44	\$11,815.44	\$12,110.89	\$12,413.79
A18	COMM & MKTNG ANALYST	APEA	07/09/2022	\$7,312.09	\$7,494.64	\$7,682.80	\$7,875.64	\$8,072.23	\$8,273.50	\$8,480.38	\$8,692.88	\$8,910.07	\$9,132.86	\$9,361.28
A08	COMM SV SPECIALIST I	APEA	07/09/2022	\$4,439.39	\$4,550.22	\$4,664.46	\$4,781.54	\$4,900.90	\$5,023.09	\$5,148.70	\$5,277.71	\$5,409.57	\$5,544.84	\$5,683.51
A07	COMM SV SPECIALST II	APEA	07/09/2022	\$5,012.52	\$5,137.65	\$5,266.64	\$5,398.84	\$5,533.60	\$5,671.57	\$5,813.39	\$5,959.06	\$6,107.94	\$6,260.67	\$6,417.26
M05	COMM SVC MANAGER	MGMT NS	07/09/2022	\$9,091.09	\$9,318.05	\$9,551.99	\$9,791.75	\$10,036.16	\$10,286.40	\$10,543.61	\$10,807.82	\$11,077.84	\$11,354.84	\$11,638.83
A06	COMM SVS SUPERVISOR	APEA	07/09/2022	\$6,659.63	\$6,825.89	\$6,997.26	\$7,172.89	\$7,351.94	\$7,535.25	\$7,723.67	\$7,917.21	\$8,115.01	\$8,317.93	\$8,525.96

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
B60	COMM. DEV SPEC.	BCEA	07/09/2022	\$4,256.54	\$4,362.80	\$4,472.33	\$4,584.59	\$4,699.03	\$4,816.19	\$4,936.62	\$5,060.32	\$5,186.75	\$5,316.45	\$5,449.41
N01	COMM. SUPERVISOR	POLICE	01/07/2023	\$7,486.82	\$7,673.73	\$7,866.39	\$8,063.84	\$8,265.12	\$8,471.20	\$8,683.03	\$8,900.61	\$9,122.98	\$9,351.10	\$9,584.98
E07	COMMUNITY DEV DIR	N/A	11/26/2022	\$14,354.00										\$16,915.00
E03	COMMUNITY SVCS DIR	N/A	11/26/2022	\$14,528.00										\$16,851.00
N14	CRIME ANALYST	POLICE	01/07/2023	\$6,669.95	\$6,836.46	\$7,008.10	\$7,184.01	\$7,363.33	\$7,546.92	\$7,735.64	\$7,929.48	\$8,127.59	\$8,330.82	\$8,539.17
N11	CRIME SCENE INVSTGTR	POLICE	01/07/2023	\$6,445.07	\$6,605.97	\$6,771.82	\$6,941.80	\$7,115.07	\$7,292.48	\$7,474.83	\$7,662.13	\$7,853.56	\$8,049.94	\$8,251.27
A11	DEPUTY CITY CLERK/REC SUP	APEA	07/09/2022	\$6,346.26	\$6,504.69	\$6,668.00	\$6,835.37	\$7,005.99	\$7,180.67	\$7,360.23	\$7,544.67	\$7,733.16	\$7,926.53	\$8,124.77
A63	DEPUTY FIRE MARSHAL	APEA	10/18/2022	\$7,185.55	\$7,365.19	\$7,549.32	\$7,738.05	\$7,931.50	\$8,129.79	\$8,333.03	\$8,541.36	\$8,754.89	\$8,973.77	\$9,198.11
B27	DUPLICATING TECH I	BCEA	07/09/2022	\$3,370.90	\$3,455.05	\$3,541.80	\$3,630.70	\$3,721.33	\$3,814.11	\$3,909.48	\$4,007.45	\$4,107.57	\$4,210.28	\$4,315.58
B26	DUPLICATING TECH II	BCEA	07/09/2022	\$4,211.66	\$4,316.80	\$4,425.18	\$4,536.25	\$4,649.48	\$4,765.41	\$4,884.57	\$5,006.97	\$5,132.06	\$5,260.39	\$5,391.96
B56	ECON DEV ANALYST I	BCEA	07/09/2022	\$5,880.10	\$6,026.90	\$6,178.21	\$6,333.28	\$6,491.37	\$6,653.22	\$6,819.59	\$6,990.48	\$7,165.12	\$7,344.29	\$7,527.97
A21	ECON DEV ANALYST II	APEA	07/09/2022	\$6,520.66	\$6,683.44	\$6,851.24	\$7,023.21	\$7,198.52	\$7,378.00	\$7,562.49	\$7,751.99	\$7,945.67	\$8,144.35	\$8,348.04
M10	ECON DEV MANAGER	MGMT NS	07/09/2022	\$10,274.22	\$10,530.72	\$10,795.11	\$11,066.07	\$11,342.29	\$11,625.09	\$11,915.79	\$12,214.37	\$12,519.53	\$12,832.59	\$13,153.53
A19	EMERGENCY PREP COORD	APEA	07/09/2022	\$7,311.17	\$7,493.69	\$7,681.83	\$7,874.65	\$8,071.21	\$8,272.45	\$8,479.31	\$8,691.78	\$8,908.94	\$9,131.71	\$9,360.09
M18	EMS MANAGER	MGMT NS	07/09/2022	\$8,114.98	\$8,317.57	\$8,526.39	\$8,740.41	\$8,958.58	\$9,181.95	\$9,411.55	\$9,647.38	\$9,888.41	\$10,135.67	\$10,389.17
B31	ENGINEERING TECH I	BCEA	07/09/2022	\$4,201.64	\$4,306.54	\$4,414.66	\$4,525.47	\$4,638.43	\$4,754.08	\$4,872.96	\$4,995.07	\$5,119.86	\$5,247.89	\$5,379.14
B30	ENGINEERING TECH II	BCEA	07/09/2022	\$5,043.52	\$5,169.43	\$5,299.22	\$5,432.23	\$5,567.83	\$5,706.65	\$5,849.35	\$5,995.92	\$6,145.72	\$6,299.40	\$6,456.95
B09	ENVIR SERV INSPECT	BCEA	07/09/2022	\$5,734.05	\$5,877.20	\$6,024.75	\$6,175.97	\$6,330.14	\$6,487.97	\$6,650.20	\$6,816.84	\$6,987.16	\$7,161.87	\$7,340.99
A20	ENVIRON SERV COOR	APEA	07/09/2022	\$7,543.37	\$7,731.69	\$7,925.80	\$8,124.75	\$8,327.55	\$8,535.19	\$8,748.61	\$8,967.84	\$9,191.89	\$9,421.73	\$9,657.37
A12	EXECUTIVE ASSISTANT	APEA	07/09/2022	\$4,821.12	\$4,941.48	\$5,065.54	\$5,192.69	\$5,322.31	\$5,455.01	\$5,591.42	\$5,731.53	\$5,874.72	\$6,021.62	\$6,172.22
M06	FINANCIAL SVC MGR	MGMT NS	07/09/2022	\$9,662.09	\$9,903.30	\$10,151.93	\$10,406.75	\$10,666.52	\$10,932.47	\$11,205.85	\$11,486.64	\$11,773.62	\$12,068.02	\$12,369.85
FM1	FIRE BATTALION CHIEF	FIRE MGMT	07/09/2022	\$10,682.71	\$10,949.40	\$11,224.30	\$11,506.03	\$11,793.24	\$12,087.29	\$12,389.54	\$12,699.99	\$13,017.29	\$13,342.79	\$13,676.49
F20	FIRE CAPTAIN	FIRE	07/09/2022	\$8,255.47	\$8,461.56	\$8,674.00	\$8,891.72	\$9,113.67	\$9,340.91	\$9,574.48	\$9,814.40	\$10,059.60	\$10,311.14	\$10,569.03
ES1	FIRE CHIEF	N/A	11/26/2022	\$17,108.00										\$19,897.00
F05	FIRE ENGINEER	FIRE	07/09/2022	\$7,031.42	\$7,206.95	\$7,387.89	\$7,573.33	\$7,762.37	\$7,955.92	\$8,154.86	\$8,359.20	\$8,568.05	\$8,782.29	\$9,001.94
M20	FIRE MARSHAL - NON SWORN	MGMT NS	07/09/2022	\$8,443.88	\$8,654.98	\$8,871.35	\$9,093.14	\$9,320.46	\$9,553.48	\$9,792.31	\$10,037.12	\$10,288.05	\$10,545.25	\$10,808.88
B34	FIRE PREV SPEC I	BCEA	07/09/2022	\$4,898.78	\$5,021.07	\$5,147.13	\$5,276.33	\$5,408.03	\$5,542.87	\$5,681.48	\$5,823.84	\$5,969.35	\$6,118.61	\$6,271.64
B33	FIRE PREV SPEC II	BCEA	07/09/2022	\$5,569.48	\$5,708.52	\$5,851.84	\$5,998.72	\$6,148.46	\$6,301.76	\$6,459.34	\$6,621.20	\$6,786.62	\$6,956.32	\$7,130.30
A50	FIRE PROTECT ANALYST	APEA	07/09/2022	\$6,532.32	\$6,695.40	\$6,863.49	\$7,035.77	\$7,211.39	\$7,391.19	\$7,576.02	\$7,765.86	\$7,959.88	\$8,158.92	\$8,362.97
F01	FIREFIGHTER	FIRE	07/09/2022	\$6,258.05	\$6,414.28	\$6,575.32	\$6,740.37	\$6,908.61	\$7,080.87	\$7,257.93	\$7,439.80	\$7,625.67	\$7,816.36	\$8,011.85
UR1	FIREFIGHTER TRAINEE (NS)	N/A	07/09/2022	\$5,989.02										
A46	FISCAL SPECIALIST	APEA	07/09/2022	\$5,253.74	\$5,384.89	\$5,520.09	\$5,658.65	\$5,799.89	\$5,944.50	\$6,093.15	\$6,245.83	\$6,401.88	\$6,561.96	\$6,726.07
A14	FLEET SUPERVISOR	APEA	07/09/2022	\$6,824.37	\$6,994.73	\$7,170.35	\$7,350.32	\$7,533.80	\$7,721.64	\$7,914.73	\$8,113.05	\$8,315.75	\$8,523.68	\$8,736.86
A44	GIS ANALYST	APEA	07/09/2022	\$6,988.95	\$7,163.42	\$7,343.27	\$7,527.59	\$7,715.49	\$7,907.86	\$8,105.60	\$8,308.71	\$8,516.30	\$8,729.25	\$8,947.57
B36	HEAVY EQUIP MECH I	BCEA	07/09/2022	\$4,478.46	\$4,590.26	\$4,705.51	\$4,823.62	\$4,944.02	\$5,067.29	\$5,194.00	\$5,324.16	\$5,457.17	\$5,593.63	\$5,733.53
B35	HEAVY EQUIP MECH II	BCEA	07/09/2022	\$4,927.11	\$5,050.11	\$5,176.90	\$5,306.84	\$5,439.31	\$5,574.93	\$5,714.33	\$5,857.52	\$6,003.87	\$6,153.99	\$6,307.91
B59	HELP DESK TECH	BCEA	07/09/2022	\$4,805.97	\$4,925.95	\$5,049.62	\$5,176.37	\$5,305.58	\$5,437.87	\$5,573.84	\$5,713.51	\$5,856.26	\$6,002.70	\$6,152.82

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
A54	HR ANALYST I	APEA	07/09/2022	\$6,918.27	\$7,090.98	\$7,269.01	\$7,451.46	\$7,637.46	\$7,827.89	\$8,023.63	\$8,224.69	\$8,430.17	\$8,640.97	\$8,857.08
A27	HR ANALYST II	APEA	07/09/2022	\$7,606.42	\$7,796.32	\$7,992.05	\$8,192.66	\$8,397.16	\$8,606.53	\$8,821.74	\$9,042.79	\$9,268.72	\$9,500.48	\$9,738.09
A28	HR TECHNICIAN	APEA	07/09/2022	\$5,575.72	\$5,714.92	\$5,858.40	\$6,005.45	\$6,155.36	\$6,308.83	\$6,466.59	\$6,628.62	\$6,794.23	\$6,964.12	\$7,138.30
B08	HSG REHAB SPECIALIST	BCEA	07/09/2022	\$5,322.95	\$5,455.84	\$5,592.81	\$5,733.20	\$5,876.30	\$6,022.82	\$6,173.42	\$6,328.12	\$6,486.22	\$6,648.41	\$6,814.69
M15	HUMAN RESOURES MGR	MGMT NS	07/09/2022	\$11,187.74	\$11,467.04	\$11,754.93	\$12,049.98	\$12,350.77	\$12,658.71	\$12,975.25	\$13,300.39	\$13,632.68	\$13,973.57	\$14,323.05
A24	INFO TECH SUPERVISOR	APEA	07/09/2022	\$8,019.52	\$8,219.73	\$8,426.09	\$8,637.59	\$8,853.20	\$9,073.94	\$9,300.84	\$9,533.90	\$9,772.09	\$10,016.44	\$10,266.96
M08	INFO TECHNO MANAGER	MGMT NS	07/09/2022	\$11,195.31	\$11,474.80	\$11,762.89	\$12,058.14	\$12,359.13	\$12,667.28	\$12,984.04	\$13,309.39	\$13,641.91	\$13,983.03	\$14,332.75
A35	IT ENTRPRS ACT ADMIN	APEA	07/09/2022	\$8,317.51	\$8,525.15	\$8,739.19	\$8,958.55	\$9,182.16	\$9,411.10	\$9,646.44	\$9,888.16	\$10,135.20	\$10,388.63	\$10,648.45
A40	IT SPECIALIST I	APEA	07/09/2022	\$6,317.74	\$6,475.47	\$6,638.04	\$6,804.66	\$6,974.51	\$7,148.41	\$7,327.16	\$7,510.76	\$7,698.41	\$7,890.91	\$8,088.26
A41	IT SPECIALIST II	APEA	07/09/2022	\$6,889.55	\$7,061.55	\$7,238.84	\$7,420.54	\$7,605.76	\$7,795.40	\$7,990.33	\$8,190.55	\$8,395.18	\$8,605.10	\$8,820.32
N07	JAILER	POLICE	01/07/2023	\$5,071.14	\$5,197.74	\$5,328.23	\$5,461.98	\$5,598.31	\$5,737.90	\$5,881.38	\$6,028.75	\$6,179.37	\$6,333.89	\$6,492.30
B15	LS MAINT CTRCT ADMIN	BCEA	07/09/2022	\$5,331.56	\$5,464.66	\$5,601.86	\$5,742.47	\$5,885.81	\$6,032.56	\$6,183.41	\$6,338.35	\$6,496.71	\$6,659.16	\$6,825.71
A15	MAINT SERVICES SUPERVSR	APEA	07/09/2022	\$6,515.12	\$6,677.76	\$6,845.42	\$7,017.24	\$7,192.40	\$7,371.73	\$7,556.07	\$7,745.41	\$7,938.92	\$8,137.43	\$8,340.95
M11	MAINT SRVS SUPERINT	MGMT NS	07/09/2022	\$8,814.02	\$9,034.06	\$9,260.87	\$9,493.32	\$9,730.29	\$9,972.90	\$10,222.28	\$10,478.43	\$10,740.22	\$11,008.78	\$11,284.11
B20	MAINT SVC CREW LDR	BCEA	07/09/2022	\$5,076.75	\$5,203.49	\$5,334.12	\$5,468.01	\$5,604.50	\$5,744.24	\$5,887.88	\$6,035.42	\$6,186.21	\$6,340.89	\$6,499.48
B23	MAINT SVC WORKER I	BCEA	07/09/2022	\$4,070.34	\$4,171.96	\$4,276.70	\$4,384.05	\$4,493.48	\$4,605.51	\$4,720.68	\$4,838.97	\$4,959.86	\$5,083.89	\$5,211.04
B22	MAINT SVC WORKER II	BCEA	07/09/2022	\$4,274.04	\$4,380.74	\$4,490.73	\$4,603.45	\$4,718.36	\$4,836.00	\$4,956.93	\$5,081.14	\$5,208.08	\$5,338.31	\$5,471.83
A34	MANAGEMENT ANALYST I	APEA	07/09/2022	\$5,905.28	\$6,052.70	\$6,204.66	\$6,360.40	\$6,519.16	\$6,681.71	\$6,848.79	\$7,020.41	\$7,195.80	\$7,375.74	\$7,560.21
A17	MANAGEMENT ANALYST II	APEA	07/09/2022	\$6,645.02	\$6,810.91	\$6,981.90	\$7,157.15	\$7,335.80	\$7,518.71	\$7,706.72	\$7,899.83	\$8,097.20	\$8,299.68	\$8,507.25
B43	MEDIA SVC SPEC I	BCEA	07/09/2022	\$4,857.95	\$4,979.22	\$5,104.23	\$5,232.35	\$5,362.96	\$5,496.67	\$5,634.12	\$5,775.30	\$5,919.59	\$6,067.61	\$6,219.37
A26	MEDIA SVS SPEC II	APEA	07/09/2022	\$5,448.70	\$5,584.72	\$5,724.94	\$5,868.63	\$6,015.12	\$6,165.10	\$6,319.26	\$6,477.61	\$6,639.45	\$6,805.47	\$6,975.67
N08	PARKING CTRL OFFICER	POLICE	01/07/2023	\$4,593.37	\$4,708.04	\$4,826.24	\$4,947.38	\$5,070.88	\$5,197.31	\$5,327.27	\$5,460.76	\$5,597.19	\$5,737.15	\$5,880.64
B62	PERMIT TECHNICIAN	BCEA	07/09/2022	\$4,261.59	\$4,367.98	\$4,477.65	\$4,590.04	\$4,704.61	\$4,821.91	\$4,942.49	\$5,066.34	\$5,192.91	\$5,322.76	\$5,455.89
A29	PLAN CHECKER	APEA	07/09/2022	\$6,860.40	\$7,031.67	\$7,208.20	\$7,389.13	\$7,573.58	\$7,762.41	\$7,956.51	\$8,155.89	\$8,359.65	\$8,568.69	\$8,783.00
B64	PLANNING TECHNICIAN	BCEA	07/09/2022	\$4,298.27	\$4,405.58	\$4,516.18	\$4,629.54	\$4,745.10	\$4,863.41	\$4,985.03	\$5,109.94	\$5,237.61	\$5,368.58	\$5,502.85
PM1	POLICE CAPTAIN	POLICE MGMT	07/09/2022	\$12,899.02	\$13,221.04	\$13,552.97	\$13,893.16	\$14,239.95	\$14,595.00	\$14,959.96	\$15,334.82	\$15,717.94	\$16,110.98	\$16,513.92
ES2	POLICE CHIEF	N/A	11/26/2022	\$17,466.00										\$20,587.00
B65	POLICE COMM. OUTRCH COOR.	BCEA	07/09/2022	\$4,979.40	\$5,103.71	\$5,231.85	\$5,363.17	\$5,497.04	\$5,634.10	\$5,774.99	\$5,919.70	\$6,067.59	\$6,219.31	\$6,374.86
PM2	POLICE LT.	POLICE MGMT	07/09/2022	\$11,114.01	\$11,391.47	\$11,677.46	\$11,970.57	\$12,269.38	\$12,575.29	\$12,889.75	\$13,212.74	\$13,542.84	\$13,881.48	\$14,228.66
N16	POLICE OFCR RECRUIT	POLICE	01/07/2023	\$7,188.36										
P02	POLICE OFFICER	POLICE	01/07/2023	\$7,662.56	\$7,853.86	\$8,051.04	\$8,253.12	\$8,459.13	\$8,670.05	\$8,886.85	\$9,109.53	\$9,337.12	\$9,570.60	\$9,809.97
B19	POLICE RECORDS CLERK	BCEA	07/09/2022	\$3,917.78	\$4,015.58	\$4,116.40	\$4,219.72	\$4,325.05	\$4,432.89	\$4,543.74	\$4,657.60	\$4,773.96	\$4,893.33	\$5,015.72
A30	POLICE RECORDS SPVR	APEA	07/09/2022	\$6,599.85	\$6,764.61	\$6,934.44	\$7,108.50	\$7,285.94	\$7,467.60	\$7,654.34	\$7,846.14	\$8,042.16	\$8,243.26	\$8,449.43
B18	POLICE RECORDS TECH	BCEA	07/09/2022	\$4,114.31	\$4,217.03	\$4,322.90	\$4,431.41	\$4,542.02	\$4,655.27	\$4,771.68	\$4,891.25	\$5,013.45	\$5,138.81	\$5,267.33
P20	POLICE SGT	POLICE	01/07/2023	\$9,903.21	\$10,150.44	\$10,405.28	\$10,666.46	\$10,932.71	\$11,205.30	\$11,485.49	\$11,773.30	\$12,067.44	\$12,369.19	\$12,678.55
N05	POLICE SVS. OFFICER	POLICE	01/07/2023	\$5,053.03	\$5,179.18	\$5,309.21	\$5,442.47	\$5,578.32	\$5,717.41	\$5,860.38	\$6,007.22	\$6,157.31	\$6,311.27	\$6,469.12
A49	POLICE TRAIN COORDIN	APEA	07/09/2022	\$5,176.93	\$5,306.17	\$5,439.38	\$5,575.92	\$5,715.10	\$5,857.59	\$6,004.07	\$6,154.52	\$6,308.28	\$6,466.02	\$6,627.74

CITY OF BREA
SALARY TABLE - REGULAR FULL-TIME CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Approx Monthly Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Approx Monthly Max. / Step 11
A39	PRINCIPAL CIVIL ENG	APEA	07/09/2022	\$9,047.55	\$9,273.42	\$9,506.24	\$9,744.85	\$9,988.10	\$10,237.13	\$10,493.12	\$10,756.06	\$11,024.78	\$11,300.46	\$11,583.09
A61	PROCURE & CONTR ADMIN	APEA	07/09/2022	\$6,659.91	\$6,826.17	\$6,997.55	\$7,173.19	\$7,352.24	\$7,535.56	\$7,723.99	\$7,917.54	\$8,115.35	\$8,318.27	\$8,526.32
N06	PROP & EVIDENCE TECH	POLICE	01/07/2023	\$5,068.38	\$5,194.91	\$5,325.33	\$5,459.00	\$5,595.26	\$5,734.77	\$5,878.17	\$6,025.47	\$6,176.01	\$6,330.44	\$6,488.77
N04	PUBLIC SAFETY DISPATCHER I	POLICE	01/07/2023	\$5,145.27	\$5,273.72	\$5,406.12	\$5,541.82	\$5,680.15	\$5,821.77	\$5,967.35	\$6,116.88	\$6,269.70	\$6,426.48	\$6,587.21
N03	PUBLIC SAFETY DISPATCHER II	POLICE	01/07/2023	\$5,660.94	\$5,802.26	\$5,947.94	\$6,097.23	\$6,249.43	\$6,405.25	\$6,565.41	\$6,729.93	\$6,898.07	\$7,070.56	\$7,247.39
E04	PUBLIC WORKS DIR	N/A	11/26/2022	\$14,975.00										\$17,671.00
B13	PUBLIC WORKS INP I	BCEA	07/09/2022	\$4,748.25	\$4,866.79	\$4,988.98	\$5,114.20	\$5,241.86	\$5,372.56	\$5,506.90	\$5,644.89	\$5,785.92	\$5,930.60	\$6,078.93
B12	PUBLIC WORKS INP II	BCEA	07/09/2022	\$5,594.31	\$5,733.97	\$5,877.93	\$6,025.47	\$6,175.87	\$6,329.85	\$6,488.14	\$6,650.72	\$6,816.88	\$6,987.33	\$7,162.09
M09	PURCHASING AGENT	MGMT NS	07/09/2022	\$9,091.09	\$9,318.05	\$9,551.99	\$9,791.75	\$10,036.16	\$10,286.40	\$10,543.61	\$10,807.82	\$11,077.84	\$11,354.84	\$11,638.83
A52	RADIO FREQUENCY SP	APEA	07/09/2022	\$7,576.27	\$7,765.41	\$7,960.37	\$8,160.18	\$8,363.87	\$8,572.40	\$8,786.76	\$9,006.94	\$9,231.97	\$9,462.82	\$9,699.48
A47	REDEV PROJECT MGR	APEA	07/09/2022	\$7,342.63	\$7,525.93	\$7,714.88	\$7,908.53	\$8,105.94	\$8,308.04	\$8,515.79	\$8,729.18	\$8,947.27	\$9,171.00	\$9,400.37
B58	REPROGRAPHICS SPEC.	BCEA	07/09/2022	\$5,043.52	\$5,169.43	\$5,299.22	\$5,432.23	\$5,567.83	\$5,706.65	\$5,849.35	\$5,995.92	\$6,145.72	\$6,299.40	\$6,456.95
M13	REVENUE & BUDGET MGR	MGMT NS	07/09/2022	\$9,091.09	\$9,318.05	\$9,551.99	\$9,791.75	\$10,036.16	\$10,286.40	\$10,543.61	\$10,807.82	\$11,077.84	\$11,354.84	\$11,638.83
A48	SOFTWARE DEVELOPER I	APEA	07/09/2022	\$6,263.68	\$6,420.05	\$6,581.23	\$6,746.43	\$6,914.83	\$7,087.24	\$7,264.46	\$7,446.49	\$7,632.53	\$7,823.39	\$8,019.05
A42	SOFTWAREDEVELOPER II	APEA	07/09/2022	\$6,889.55	\$7,061.55	\$7,238.84	\$7,420.54	\$7,605.76	\$7,795.40	\$7,990.33	\$8,190.55	\$8,395.18	\$8,605.10	\$8,820.32
A53	SR. ACCOUNTANT	APEA	07/09/2022	\$6,913.41	\$7,086.00	\$7,263.90	\$7,446.23	\$7,632.10	\$7,822.39	\$8,018.00	\$8,218.91	\$8,424.25	\$8,634.90	\$8,850.86
A59	SR. BLDG INSPECTOR	APEA	07/09/2022	\$6,386.93	\$6,546.38	\$6,710.73	\$6,879.17	\$7,050.89	\$7,226.69	\$7,407.40	\$7,593.01	\$7,782.72	\$7,977.32	\$8,176.84
B67	SR. CITY CLERK SPEC.	BCEA	07/09/2022	\$4,114.31	\$4,217.03	\$4,322.90	\$4,431.41	\$4,542.02	\$4,655.27	\$4,771.68	\$4,891.25	\$5,013.45	\$5,138.81	\$5,267.33
A05	SR. COMM SVS SPRVSR	APEA	07/09/2022	\$7,656.90	\$7,848.05	\$8,045.09	\$8,247.02	\$8,452.88	\$8,663.64	\$8,880.28	\$9,102.80	\$9,330.22	\$9,563.53	\$9,802.72
A09	SR. EX ASST/CITY MGR	APEA	07/09/2022	\$6,256.10	\$6,412.28	\$6,573.27	\$6,738.26	\$6,906.46	\$7,078.66	\$7,255.67	\$7,437.48	\$7,623.29	\$7,813.92	\$8,009.34
B41	SR. FIRE PREV SPEC	BCEA	07/09/2022	\$6,126.43	\$6,279.37	\$6,437.02	\$6,598.60	\$6,763.31	\$6,931.94	\$7,105.27	\$7,283.32	\$7,465.28	\$7,651.96	\$7,843.33
A62	SR. FISCAL ANALYST	APEA	07/09/2022	\$8,042.29	\$8,243.06	\$8,450.01	\$8,662.11	\$8,878.33	\$9,099.70	\$9,327.24	\$9,560.96	\$9,799.83	\$10,044.88	\$10,296.10
A45	SR. GIS ANALYST	APEA	07/09/2022	\$7,688.36	\$7,880.30	\$8,078.14	\$8,280.90	\$8,487.61	\$8,699.23	\$8,916.76	\$9,140.20	\$9,368.56	\$9,602.82	\$9,842.99
A43	SR. HR ANALYST	APEA	07/09/2022	\$8,367.38	\$8,576.27	\$8,791.59	\$9,012.27	\$9,237.22	\$9,467.54	\$9,704.28	\$9,947.45	\$10,195.98	\$10,450.93	\$10,712.31
A51	SR. IT SPECIALIST	APEA	07/09/2022	\$7,234.68	\$7,415.29	\$7,601.46	\$7,792.26	\$7,986.77	\$8,185.90	\$8,390.60	\$8,600.85	\$8,815.73	\$9,036.17	\$9,262.17
A37	SR. MEDIA SVS SPEC-AV	APEA	07/09/2022	\$6,798.78	\$6,968.51	\$7,143.46	\$7,322.77	\$7,505.55	\$7,692.69	\$7,885.05	\$8,082.64	\$8,284.57	\$8,491.73	\$8,704.11
A16	SR. MGMNT ANALYST	APEA	07/09/2022	\$7,311.17	\$7,493.69	\$7,681.83	\$7,874.65	\$8,071.21	\$8,272.45	\$8,479.31	\$8,691.78	\$8,908.94	\$9,131.71	\$9,360.09
A03	SR. PLANNER	APEA	07/09/2022	\$7,640.83	\$7,831.58	\$8,028.20	\$8,229.72	\$8,435.14	\$8,645.46	\$8,861.64	\$9,083.70	\$9,310.64	\$9,543.46	\$9,782.14
B17	SR. POL REC'DS TECH	BCEA	07/09/2022	\$4,524.25	\$4,637.20	\$4,753.62	\$4,872.94	\$4,994.58	\$5,119.11	\$5,247.11	\$5,378.60	\$5,512.98	\$5,650.83	\$5,792.16
N02	SR. PS DISPATCHER	POLICE	01/07/2023	\$6,227.00	\$6,382.46	\$6,542.70	\$6,706.92	\$6,874.34	\$7,045.74	\$7,221.92	\$7,402.89	\$7,587.84	\$7,777.57	\$7,972.09
B45	ST SWEEPER OPERATOR	BCEA	07/09/2022	\$4,584.47	\$4,698.92	\$4,816.90	\$4,937.80	\$5,061.06	\$5,187.25	\$5,316.96	\$5,450.19	\$5,586.35	\$5,726.04	\$5,869.25
B52	WATER DIST CREW LDR	BCEA	07/09/2022	\$5,936.41	\$6,084.61	\$6,237.37	\$6,393.93	\$6,553.54	\$6,716.94	\$6,884.90	\$7,057.42	\$7,233.74	\$7,414.62	\$7,600.06
B54	WATER DIST OPER I	BCEA	07/09/2022	\$4,487.95	\$4,599.99	\$4,715.48	\$4,833.84	\$4,954.50	\$5,078.03	\$5,205.01	\$5,335.44	\$5,468.74	\$5,605.48	\$5,745.68
B53	WATER DIST OPER II	BCEA	07/09/2022	\$4,787.41	\$4,906.93	\$5,030.12	\$5,156.38	\$5,285.09	\$5,416.86	\$5,552.32	\$5,691.45	\$5,833.64	\$5,979.51	\$6,129.06
M12	WATER DIST SUPERINT	MGMT NS	07/09/2022	\$9,694.63	\$9,936.66	\$10,186.13	\$10,441.81	\$10,702.45	\$10,969.29	\$11,243.59	\$11,525.33	\$11,813.28	\$12,108.67	\$12,411.51
A36	WATER DIST SUPERVISOR	APEA	07/09/2022	\$7,166.81	\$7,345.73	\$7,530.15	\$7,719.16	\$7,911.84	\$8,109.11	\$8,311.88	\$8,520.16	\$8,733.03	\$8,951.40	\$9,175.28

SECTION 2

CITY OF BREA

SALARY TABLE - REGULAR PART-TIME AND PART-TIME INTERMITTENT CLASSIFICATIONS

Job Code	Job Title	Unit	Effective Date	Min. / Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max. / Step 7
MIN	ADMINISTRATIVE INTERN COMMUNITY SERVICES WORKER LIFEGUARD MAIL ROOM STORES CLERK POLICE CADET RESERVE POLICE TRAINEE TECHNICAL INTERN	Non-Represented - Part-Time	01/01/2023	\$15.50	\$15.89	\$16.28	\$16.69	\$17.11	\$17.54	\$17.98
919	COMM SVS SHUTTLE DRIVER	Non-Represented - Part-Time	07/09/2022	\$19.64	\$20.13	\$20.63	\$21.15	\$21.68	\$22.21	\$22.77
903	COMMUNITY SERVICES COORDINATOR	Non-Represented - Part-Time	01/01/2023	\$17.96	\$18.41	\$18.87	\$19.34	\$19.82	\$20.32	\$20.83
905 909	COMMUNITY SERVICES LEADER SWN INSTRUCTOR	Non-Represented - Part-Time	01/01/2023	\$16.28	\$16.69	\$17.10	\$17.53	\$17.97	\$18.42	\$18.88
907 904 908	FACILITIES WORKER SR. COMMUNITY SERVICES LEADER SR. LIFEGUARD	Non-Represented - Part-Time	01/01/2023	\$17.10	\$17.53	\$17.97	\$18.41	\$18.88	\$19.35	\$19.83
915	SPECIALIST	Non-Represented - Part-Time	01/01/2023	\$15.50						\$100.00
927 928	GOLF COURSE SPECIALIST RECYCLING COORDINATOR	Non-Represented - Part-Time	07/09/2022	\$31.92	\$32.72	\$33.54	\$34.38	\$35.25	\$36.12	\$37.03

SECTION 3

CITY OF BREA

SALARY TABLE - CITY COUNCIL AND ELECTED CLASSIFICATIONS

[illegible]

RESOLUTION NO. 2023-011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
ESTABLISHING AND APPROVING A CITY OF BREA MASTER
EMPLOYEE PAY SCHEDULE CONFIRMING THE PAY
RATES/RANGES FOR ALL CITY OF BREA ESTABLISHED
POSITIONS.**

A. RECITALS:

(i) Pursuant to the Brea City Code the City Council shall approve the salary pay rates and ranges for each classified position and may update from time to time as deemed necessary.

(ii) The California Public Employees' Retirement Law, Section 570.5 of the California Code of Regulations Title 2, requires the City of Brea to publish Pay Rates and Ranges on the City's Internet site and the City Council to approve the Pay Rates and Ranges in its entirety each time a modification is made.

(iii) City staff recommends that the City of Brea update the City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions.

(iv) The City Council deems it to be in the best interest of the City to adopt such Recommendation.

B. RESOLUTION

NOW, THEREFORE, the City Council of the City of Brea resolves, finds and determines, on the basis of the facts set forth in the agenda report presented to it

RESO NO. 2023-011
February 21, 2023

and any testimony received at the meeting at which this matter was considered, as follows:

1. The City Council shall approve establishing a City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions for Fiscal Year 2022-2023 effective February 1, 2023.

APPROVED AND ADOPTED this 21st day of February, 2023.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2023-011
February 21, 2023

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 21st day of February, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2023-011
February 21, 2023

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 02/21/2023
SUBJECT: Award of Contract for Classification and Compensation Study

RECOMMENDATION

It is recommended that the City Council approve a Professional Services Agreement with the Management Strategies Group ("MSG") consulting division of the Sloan Sakai Yeung & Wong LLP law firm to prepare and conduct a classification and compensation study, and authorize the Mayor to execute a contract in the amount of \$26,680.

BACKGROUND/DISCUSSION

The City is interested in conducting a classification and compensation study of the City's General, Supervisory, and Management miscellaneous units and Police Management, Fire Association, and Fire Management safety units (The City recently negotiated a long term agreement with Police Association and they are not included in this study). The goal is to address changes in the City's operations and staffing over past several years, which may have affected the type, scope, level and classification of work being performed by City personnel. COVID-19 has accelerated significant changes in City operations and hiring of public sector staff has become a greater challenge.

The primary goal of this study is to update salaries and job classifications to ensure they reflect the work performed and benchmark against other comparable cities' job structures and compensation systems. Classification and compensation studies should be conducted periodically to support operations and labor relations and to gather information of how other agencies structure their positions and compensate employees in similar situated positions. These studies provide the necessary tools for government agencies to remain competitive and make reasonable administrative, financial, human resources, and labor relations decisions.

The last time a comprehensive review of City classification practices was completed was in the late 1990's, however, regularly conducted compensation studies have taken place in conjunction with the bargaining process.

The City's objectives of this study also include to attract and retain qualified employees; ensure parity amongst positions (i.e. similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are classified together); align salaries commensurate with assigned duties; outline career paths and promotional opportunities; justify pay differential between individual classes; position the City in a competitive position with other comparable government entities within the same geographic areas; and take into consideration current employment trends, such as demographic shifts, flexible work schedules, digitization and

workforce training.

In the last three years, the City has experienced significant organizational changes with staff retirements, higher than usual resignations and promotions. Recruitment and retention of qualified staff has become increasingly more challenging and the market place is more competitive. A competitive and equitable compensation plan allows Brea to continues to attract top quality candidates and retain a qualified workforce. The principal goal of the class and compensation study is to assist the City in developing a competitive pay and benefit structure, which is based upon market data to ensure that the plan is fiscally responsible, and that it meets the needs of the City with regard to recruitment and retention of qualified staff.

The methodology involves the benchmark of classifications. The study will include at least twenty (20) job classifications for analysis and at least twenty-five (25) classifications will be selected in order to collect compensation data within the defined labor market. Survey classifications that have the most consistent and useful survey data will be used as “benchmarks” in building the compensation plan. Benchmark classifications are those classifications that are tied directly to market salary data during the salary setting process. These classifications are used as a means of anchoring the City’s overall compensation plan to the market. Other classifications not surveyed would be aligned on the proposed compensation plan using internal equity principles. Survey or benchmark classifications will include classes that are reasonably well known, and clearly and concisely described. They will be commonly used classes such that other like-classes that may readily be found in other agencies can be used in order to ensure sufficient compensation data will be compiled.

The projected timeline for all miscellaneous units is as follows:

WORK TO BE COMPLETED	FINAL DUE DATE*
Agreement signed and submitted to the City including all insurance documentation	February 21, 2023
Survey Agency Recommendations submitted to the City	February 28, 2023
Draft Compensation Survey submitted	March 31, 2023
Final Miscellaneous Compensation Study	April 14, 2023
Final Safety Compensation Study	June 30, 2023
Final Classification Study Report	July 31, 2023

**Work can be submitted prior to the final due date to expedite the process.*

The final product is expected to be an evolutionary system which will allow new positions to be incorporated into the new structure, as well as maintain classifications to remain competitive over time. The proposed classification and compensation study should follow methodology that is repeatable.

FISCAL IMPACT/SUMMARY

This action authorizes the City to enter into a Professional Services Agreement with the Management Strategies Group (“MSG”) to conduct a classification and compensation study. The financial impact of entering into this agreement is \$26,680. If the scope of work is expanded (such as adding additional classifications to study), any additional work will be billed at the firm’s discounted public agency hourly rates of \$260 for a Principal Consultant and \$150 for a Research Assistant. There will be no fiscal impact on the General Fund to award this contract.

The cost for this study is already budgeted within the Human Resources operating budget for FY 2022-23.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Class and Compensation Agreement

Exhibit A - Scope of Work

Agreement No. 2023.01.23.043
Professional Services Agreement

This **Professional Services Agreement** ("Agreement") is dated **Monday, January 23, 2023** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **The Management Strategies Group ("MSG") consulting division of the Sloan Sakai Yeung & Wong LLP law firm** a Limited Liability Company ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services: Classification and compensation study for Administrative Services Department**.

B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive **lump sum** of **\$ 26,680.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement. If the scope of work is expanded (such as by adding additional classifications to study), any additional work will be billed at the firm's discounted public agency hourly rates of \$220 for Principal Consultant and \$150 for Assistant.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis. If an invoice is submitted late, then a late fee will be assessed and deducted from the invoice amount as follows: 1 - 10 days late will result in a \$10.00 late fee; 1 - 30 days late will result in a \$15.00 late fee; 31 days - one year late will result in a \$30.00 late fee; one year to two years late will result in a \$50.00 late fee; two years or more late will result in a \$100.00 late fee. The parties agree that these amounts are reasonable approximations of the actual damages that would be suffered by City by reason of additional accounting costs necessary to process a delinquent invoice.

3. Term.

The term of this Agreement shall commence **Monday, January 2, 2023** ("Effective Date"). Unless extended or earlier terminated as provided herein, **this Agreement shall expire upon satisfactory completion of the Services.**

4. Time of Performance.

A. Consultant shall **commence the Services on the above Effective Date** and shall **complete the Services within the term of this agreement**, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

6. Standard of Care.

Contractor's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

- A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.
- B. Consultant shall obtain a City of Brea business license.
- C. Consultant shall comply with all applicable provisions included in the attached Special Provisions Section.

8. Assignment and Subcontracting.

- A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.
- B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.
- C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

- A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.
- B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.
- C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's

personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. CalPERS Compliance.

The parties acknowledge that City is a local agency member of CalPERS, and as such has certain pension reporting and contribution obligations to CalPERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of CalPERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in CalPERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

- i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.
- ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- iii.
 - a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- iv. Commercial General Liability Insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Contractual Liability with respect to this Agreement
 - g. Broad Form Property Damage
 - h. Independent Consultants Coverage
- v. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.
- vi. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- vii. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

C. Workers' Compensation/Employer's Liability

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Contractor shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of the insured and must include a provision establishing the insurer's duty to defend.

E. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

a. **Commercial General Liability**

\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage

b. **Automobile Liability**

Automobile Liability is not required for this Agreement

c. **Workers' Compensation and Employer's Liability**

Workers' Compensation and Employer's Liability Insurance are required for this Agreement in the amount required by California law for Workers' Compensation Limit. \$1,000,000 per occurrence for Employer's Liability

d. **Professional Liability**

\$2,000,000 per claim and aggregate (errors and omissions)

ii. Defense costs shall be payable in addition to the limits.

iii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

F. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

G. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional liability insurance

shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

H. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

I. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Contractor hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Party Representatives.

City hereby designates **Mario E. Maldonado**, or such person's designee, as the City Representative for this Agreement.

Consultant hereby designates **Georgia Cochran**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

17. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

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

Consultant
Sloan Sakai Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814

Mario Maldonado
mariom@CityofBrea.net
(714) 990-7719

Georgia Cochran
gcochran@mgmt-strategies.com
(916) 258-8808

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

19. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

21. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

22. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

23. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

24. City's Right to Employ Other Consultants.

City reserves its right to employ other Consultants to provide the Services or similar services.

25. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern.

26. Entire Agreement.

This Agreement represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Sloan Sakai Yeung & Wong LLP

By: _____
Dania Torres Wong
Partner
dwong@sloansakai.com

Date Signed: _____

City of Brea

Attest (if over \$25,000)

By: _____
Marty Simonoff
Mayor

By: _____
Lillian Harris-Neal
City Clerk

Date Signed: _____

Date Signed: _____

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

Classification and compensation study of the City's General, Supervisory, and Management miscellaneous units and Police Management, Fire Association, and Fire Management safety units.

Via Email

February 15, 2023

City of Brea
Attn: Human Resources Department
1 Civic Center Circle
Brea, CA 92821

Re: *Classification and Compensation Study*

To Whom It May Concern:

The Management Strategies Group (“MSG”) consulting division of the Sloan Sakai Yeung & Wong LLP law firm (“the Firm” or “Sloan Sakai”) is pleased to submit the enclosed proposal to the City of Brea (“the City”) for a classification and compensation study of the City’s General, Supervisory, and Management miscellaneous units and Police Management, Fire Association, and Fire Management safety units.

Scope of Work

Our consultants have extensive experience planning and conducting classification and compensation studies and understand the importance of compensation data in pay policy development and assessment. We recognize that salary and benefits data are integral to multiple human resource management processes. We have extensive experience working closely with a broad range of public agencies on these projects since our founding in the mid-2000s, conducting both rank and file and agency wide studies as well as custom programs for executive level staff.

Based on our conversations with city staff, we propose a methodology in which different portions of the classification and compensation study for the General, Supervisory, and Management miscellaneous units and Police Management, Fire Association, and Fire Management safety units can be conducted separately and concurrently. The compensation surveys would follow a benchmark method, with benchmark positions, survey agencies, and data points discussed and selected with city staff. Once survey parameters are determined, we will match benchmarks to survey agency positions and gather associate data points through outreach and research. The classification analysis will focus on a range of positions determined by a number of factors, including the age of the classification specification, problems that have led to issues (grievances, etc.) with existing

classifications, the total number of incumbents in each classification, etc. The team will revise existing classification specifications based upon interview data using best practices and the City's goals. Our different methodologies will depend largely upon the number of incumbents in each class. This may include conducting virtual focus groups interviews (for classes with multiple incumbents) and the use of a position description questionnaire (PDQ) or job description questionnaire (JDQ) and follow-up interviews with employees when necessary. We will then provide the City with revised class specifications for the selected positions to review.

Budget Outline

I can affirm that our team, made up of myself and Analyst Charles Ayers, is able to devote the time and resources needed to provide the desired services. I also affirm that our experience and the approach detailed in the proposal will enable us to complete the City's work within the budget presented.

Per our hourly rates and estimated project time, we propose the following budget breakdown:

Activities	Budget
Miscellaneous Classification Study (assumes maximum of 20 classes with single and multiple incumbents); includes discussions with City staff; does not include working with City labor groups	\$18,200
Miscellaneous Compensation Study (assumes roughly 20 benchmarks); includes discussions with City staff; does not include working with City labor groups	\$6,820
Safety Compensation Study (assumes up to 5 benchmarks); includes discussions with City staff; does not include working with City labor groups	\$1,660

If the scope of work is expanded (such as by adding classification to any of the above activities), any additional work will be billed at our discounted public agency hourly rates below:

Georgia Cochran	\$ 260
Charles Ayers	\$ 150

The Firm charges separately for certain project costs. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel

occurs), reasonable accommodation, computer-assisted research, transcription, overnight delivery, and messenger services. The Firm also bills for time spent traveling on a client's behalf at our normal rates.

We use a computerized billing system that is capable of tracking multiple account codes for billing each of our clients. We bill on a monthly basis for services performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

Thank you for considering our proposal, and we welcome the opportunity to discuss our experience in further detail.

Sincerely,



Georgia Cochran
Consultant

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 02/21/2023
SUBJECT: Professional Services Agreement for Forensic Phlebotomy Services

RECOMMENDATION

Approve the Professional Services Agreement with California Forensic Phlebotomy, Inc. to provide as-needed Forensic Phlebotomy Services in an amount not to exceed \$25,000 per year; and Authorize the City Manager to exercise up to four optional one-year extensions.

BACKGROUND/DISCUSSION

The Police Department requires forensic phlebotomy laboratory services to draw blood samples, conduct tests, and provide reports for investigative purposes. These services include taking blood samples within 45 minutes of a request, providing the medical supplies and equipment necessary to conduct required tests, refrigerating and depositing samples in a refrigerated blood locker, providing transportation, appearing in court and other locations to discuss or testify on the collected samples, and providing related reports and documentation. For the past 25 years, Brea Police Services has utilized California Forensic Phlebotomy (CFP) to provide these services. CFP has performed well, been responsive to requests, and been thorough in its analysis and reporting.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its February 14, 2023 meeting and recommended for approval.

FISCAL IMPACT/SUMMARY

Since CFP has the knowledge and expertise; can provide the full scope of services; has performed those services well; and their price is competitive, fair, and reasonable, the Police Department recommends continuing to utilize CFP for these vital services. The Fiscal Year 2022-23 budget has sufficient funding available in the Police Department's DUI Materials and Supplies account (110-21-2131-4385).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jamie McDonald, Management Analyst II
Concurrence: Dave Dickinson, Captain and Adam Hawley, Police Chief

Attachments

Agreement

Agreement No. 2023.02.03.047
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Tuesday, February 21, 2023** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **California Forensic Phlebotomy, Inc.** a C Corporation ("Service Provider").

RECITALS

A. City desires to retain Service Provider as an independent contractor to provide the following **Professional Services: As-Needed Forensic Phlebotomy Services for Police Services.**

B. Service Provider represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Service Provider shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Exhibit B.**

B. In no event shall the total amount paid for the Services exceed the all-inclusive **annual sum of \$ 25,000.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Service Provider in performing the Services. Service Provider shall be deemed to have made all inquiries and site inspections deemed necessary by Service Provider prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Service Provider's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Service Provider shall invoice City on a monthly basis.

3. Contingency Work.

This Agreement does not include any contingency or additional work. Any additional work performed by Contractor without a written amendment or approval of the City shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence **Tuesday, February 21, 2023** (“Effective Date”). Unless extended or earlier terminated as provided herein, **this Agreement shall expire on: Tuesday, February 20, 2024. City may extend the term of this Agreement by giving written notice to Contractor within 30 days prior to the then-scheduled expiration date for four (4) additional one-year terms which will be in the sole discretion of the: City Manager, or designee.**

5. Time of Performance.

A. Service Provider shall **commence the Services on the above Effective Date** and shall **complete the Services within the term of this agreement**, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term “force majeure event” means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Service Provider’s lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Service Provider and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Contractor’s Services shall be performed in accordance with the generally accepted

professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

- A. Service Provider shall comply with all applicable laws including Cal/OSHA requirements.
- B. Service Provider shall obtain a City of Brea business license.
- C. Service Provider shall comply with all applicable provisions included in the attached Special Provisions Section.

9. Assignment and Subcontracting.

- A. Service Provider shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Service Provider's utilization of subcontractors identified in Service Provider's proposal for the Services.
- B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.
- C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Service Provider. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

- A. Service Provider is retained as an independent contractor and is not an employee of City. No employee or agent of Service Provider is or shall become an employee of City.
- B. Service Provider will determine the means, methods, and details by which Service Provider's personnel will perform the Services. Service Provider shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.
- C. Service Provider's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Service Provider's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Service Provider shall acquire and maintain at its sole cost

and expense such vehicles, equipment and supplies as Service Provider's personnel require to perform the Services. Service Provider shall perform the Services off of City premises at locations of Service Provider's choice, except as otherwise may from time to time be necessary in order for Service Provider's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Service Provider from time to time for Service Provider's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Service Provider shall be responsible for and pay all wages, salaries, benefits and other amounts due to Service Provider's personnel in connection with the Services. Service Provider shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Service Provider and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Service Provider agrees that, in providing its employees and any other personnel to City to perform the Services, Service Provider shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Service Provider shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Service Provider shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Service Provider shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

- i. Service Provider shall take out and maintain, in amounts not less than specified herein,

Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Service Providers Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

Automobile Liability Insurance is required for this Agreement as follows: i. Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City. ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto). iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds. iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of

the additional insureds.

C. Workers' Compensation/Employer's Liability

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement. ii. Contractor shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

a. Commercial General Liability

\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage

b. Automobile Liability

\$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Workers' Compensation and Employer's Liability

In the amount required by California law for Workers' Compensation Limit.

\$1,000,000 per occurrence for Employer's Liability

d. Professional Liability

\$1,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

ii. Defense costs shall be payable in addition to the limits.

iii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Service Provider shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Service Provider shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Service Provider shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Service Provider shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Service Provider's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Service Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Service Provider from liability in excess of such coverage, nor shall it limit Service Provider’s indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Service Provider, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Service Provider pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Service Provider to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage 8

and/or limits carried by or available to Service Provider; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider under this Agreement.

J. Subcontractor Insurance Requirements

Service Provider shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Service Provider, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for

whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Service Provider must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Service Provider. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Service Provider is not then in breach, City shall pay Service Provider for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Service Provider shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Service Provider may terminate this Agreement only for cause and by serving written notice of termination to City, provided Service Provider has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

Ownership of Work Product is not required for this Agreement.

17. Data Security.

A. As used in this Agreement, “City Data” means any and all information and data provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor’s performance of the Services. Except where subject to a third party’s intellectual property rights, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information. B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access. C. Contractor shall not store City Data using cloud-based storage without City’s prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

City hereby designates **Adam Hawley**, or such person’s designee, as the City Representative for this Agreement.

Service Provider hereby designates **Robert Vega**, or such person’s designee, as Service Provider’s Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party’s regular business hours or by e-mail before or during the receiving party’s regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party’s regular business hours; or (c) on the second business day following deposit in the United States mail, certified 11

mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea

1 Civic Center Circle

Brea, CA 92821

Jamie McDonald

JamieM@CityofBrea.net

(714) 990-7749

Service Provider

California Forensic Phlebotomy, Inc.

27762 Antonio Parkway, Suite 1- 647

Ladera Ranch, CA 92694

USA

Robert Vega

rvega@californiaforensicphlebotomy.com

(949) 309-2459

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

21. Conflicts of Interest.

A. Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Service Provider certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Service Provider further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Service Provider has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Service Provider in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Service Provider further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City¹²

during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Service Providers.

City reserves its right to employ other Service Providers to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

California Forensic Phlebotomy, Inc.

By: _____ By: _____
Robert J. Vega
President
rvega@californiaforensicphlebotomy.com

Date Signed: _____ Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea Attest (if over \$25,000)

By: _____ By: _____
Marty Simonoff **Lillian Harris-Neal**
Mayor
MartyS@cityofbrea.net

Date Signed: _____ Date Signed: _____

SPECIAL PROVISIONS

No Special Provisions required for this Agreement.

EXHIBIT A SCOPE OF SERVICES

I. Services Summary

- A. CONTRACTOR shall provide as-needed Forensic Phlebotomy Services for CITY.

II. Service Locations

- A. General locations are within the Orange County area.
- B. Specific locations are the Brea Police Department, local hospitals, field booking locations in and around the City of Brea, and the Orange County Jail field locations.
- C. Other locations will be determined at the time the request is made.

III. Service Schedule

- A. CONTRACTOR shall provide the Services on an as-needed basis.
- B. CONTRACTOR shall be available on an on-call basis at all times, 24 hours per day, 7 days per week, 52 weeks a year.

IV. General Requirements

- A. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.
- B. CONTRACTOR shall perform the Services according to all applicable industry standards and guidelines.
- C. CONTRACTOR shall not disclose any information in any form to any party other than CITY, unless CITY authorizes.

I. Scope of Services – Minimum Requirements

- A. CONTRACTOR shall provide fully-trained employees that are deemed acceptable by CITY perform the Services.
- B. CITY will refuse to permit any employee of CONTRACTOR considered by CITY in its sole discretion to be unacceptable to perform Services.
- C. CONTRACTOR employees shall be available 24 hours per day, 7 days per week, 52 weeks a year.
- D. CONTRACTOR shall provide related employees to appear and conduct requested tests within 45 minutes of such request.
- E. CONTRACTOR shall provide 24-hour a day access to a supervisor to remedy any problems or questions that may arise.
- F. CONTRACTOR employees, upon request of the City and/or the Orange County District Attorney, shall appear in court or any other designated location, at the time designated by the City and/or the Orange County District Attorney, at no additional cost, for the purpose of discussion or testimony concerning collecting of samples. CITY and/or the District Attorney will provide at least a 2-hour notice of any such appearance.
- G. CONTRACTOR shall conduct, handle, refrigerate all blood sample collections in accordance with all applicable legal requirements and at the direction and procedures prescribed by the Orange County Sheriff Department Forensic Sciences Services Division.
- H. CONTRACTOR shall refrigerate all blood sample collections immediately and deposit them at the County of Orange's refrigerated blood locker within 6 hours of withdrawal.
- I. CONTRACTOR shall provide everything necessary to perform Services, at no additional cost to CITY, including but not limited to all services,

management, supervision, labor, blood draws, blood samples, handling, tests, analysis, reports, supplies, equipment, refrigeration, transportation, appearances, insurances, and related items and services.

- J. CONTRACTOR shall provide everything necessary to perform Services including but not limited to all services, management, supervision, labor, blood draws, blood samples, handling, tests, analysis, reports, supplies, equipment, refrigeration, transportation, appearances, insurances, and related items and services at the all-inclusive rate stated in Exhibit B.

End of Exhibit A

EXHIBIT B
TERM AND COMPENSATION

I. Term

- A. The term of the agreement will be for a one-year base period with up to four optional one-year extensions based on available budget appropriations for a maximum term of five years.
- B. For each of the one-year extension terms, CITY and CONTRACTOR must agree mutually to extend the term prior to the expiration date of the current term. There are not automatic extensions. City Manager or designee, on behalf of the CITY, may authorize any mutually-agreed upon extensions.

II. Compensation

- A. The compensation shall be at the maximum rate of \$118.22 per blood draw for the first year of the Agreement.
- B. Pricing for materials, equipment, services, G & A, overhead, and profit (Pricing Components) shall remain fixed for the one-year base period of the contract.
- C. Pricing for each of the one-year renewal terms shall be negotiated prior to the expiration date of the current term based on the Pricing Components and the the most recent available month for the applicable Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) in effect for Orange County, CA.
- D. The maximum sum payable is \$25,000 per year and the maximum aggregate amount is \$125,000 for the maximum term of five years.

End of Exhibit B

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 02/21/2023
SUBJECT: February 3 and 10, 2023 City Disbursement Registers

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Anthony Godoy, Management Analyst II
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

02-03-2023 City Disbursement Register
02-10-2023 City Disbursement Register

City Disbursement Register

Between Jan 30, 2023 12:00 AM and Feb 3, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192029	ASCAP	02/03/2023	18811	110404311	2023 MUSIC LICENSE	\$420.00
ASCAP						Total Check Amount: \$420.00
192030	BARTEL ASSOCIATES, LLC	02/03/2023	18970	110141431	OPEB SVCS JULY 2022	\$3,454.00
		02/03/2023	18970	110141431	OPEB SVCS AUG 2022	\$4,900.00
BARTEL ASSOCIATES, LLC						Total Check Amount: \$8,354.00
192031	CAITLIN BLOMSTROM	02/03/2023	32112	110404541	DD23 HONORARIUM	\$200.00
CAITLIN BLOMSTROM						Total Check Amount: \$200.00
192032	JOANN BOYER	02/03/2023	31095	110	PILATES TRNG REFUND	\$228.00
JOANN BOYER						Total Check Amount: \$228.00
192033	BREAKING THE CHAIN CONSULTING	02/03/2023	32119	110111143	EXEC TEAM WORKSHOP	\$9,777.88
BREAKING THE CHAIN CONSULTING						Total Check Amount: \$9,777.88
192034	BROADCAST MUSIC INC	02/03/2023	23752	110404311	2017749 MUSIC LIC2023	\$421.00
BROADCAST MUSIC INC						Total Check Amount: \$421.00
192035	MOLLY JO BURKE	02/03/2023	32120	110404541	DD23 HONORARIUM	\$200.00
MOLLY JO BURKE						Total Check Amount: \$200.00
192036	CALIF BUILDING STANDARDS COMMISSION	02/03/2023	20578	110	GRNBLDG FEES 2223 Q2	\$451.00
		02/03/2023	20578	110000000	5% AGNCY GBF 22/23 Q2	(\$45.10)
CALIF BUILDING STANDARDS COMMISSION						Total Check Amount: \$405.90
192037	CITY OF LA HABRA	02/03/2023	31851	960000000	OCCMA MTG 1/4/23	\$3,194.17
CITY OF LA HABRA						Total Check Amount: \$3,194.17
192038	COMMERCIAL TRANSPORTATION SVC, INC.	02/03/2023	29573	110515141	CLASS A CDL TRAINING	\$6,163.60
		02/03/2023	29573	420515131	CLASS A CDL TRAINING	\$5,334.84
		02/03/2023	29573	430515123	CLASS A CDL TRAINING	\$5,334.84
COMMERCIAL TRANSPORTATION SVC, INC.						Total Check Amount: \$16,833.28
192039	COUNTY OF ORANGE	02/03/2023	4799	410515132	22/23 NPDES COSTSHARE	\$92,884.72
COUNTY OF ORANGE						Total Check Amount: \$92,884.72
192040	COUNTY OF ORANGE	02/03/2023	4799	110212122	OCATS FEE DEC 2022	\$1,104.51
COUNTY OF ORANGE						Total Check Amount: \$1,104.51
192041	COUNTY OF ORANGE	02/03/2023	4799	110212122	AFIS FEES JAN 2023	\$1,726.00
COUNTY OF ORANGE						Total Check Amount: \$1,726.00
192042	COUNTY OF ORANGE	02/03/2023	4799	110212122	OCATS FEE JAN 2023	\$1,104.51
COUNTY OF ORANGE						Total Check Amount: \$1,104.51
192043	CRIME SCENE STERI-CLEAN, LLC	02/03/2023	24939	110212121	CSI SVCS 2212-0056	\$850.00
CRIME SCENE STERI-CLEAN, LLC						Total Check Amount: \$850.00
192044	CSULB FOUNDATION	02/03/2023	10182	110212111	MENTL HLTH DEC MAKING	\$182.00
CSULB FOUNDATION						Total Check Amount: \$182.00
192045	EMILY CULVER	02/03/2023	32113	110404541	DD23 HONORARIUM	\$200.00
EMILY CULVER						Total Check Amount: \$200.00

City Disbursement Register

Between Jan 30, 2023 12:00 AM and Feb 3, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192046	D.S. CUSTOM LINENS, INC	02/03/2023	31417	110404421	LINEN CLEANING JAN23	\$184.23
		02/03/2023	31417	110141441	LINEN CLEANING JAN23	\$302.67
D.S. CUSTOM LINENS, INC					Total Check Amount:	\$486.90
192047	DEPARTMENT OF CONSERVATION	02/03/2023	2278	110000000	SM FEES 5% 22/23 Q2	(\$42.02)
		02/03/2023	2278	110	STRNG MTN FEE 2223 Q2	\$840.49
DEPARTMENT OF CONSERVATION					Total Check Amount:	\$798.47
192048	SOUTHERN CALIFORNIA EDISON	02/03/2023	3343	110515121	ELECTRICITY	\$2,024.53
		02/03/2023	3343	110515141	ELECTRICITY	\$3,556.99
		02/03/2023	3343	110515144	ELECTRICITY	\$2,324.43
		02/03/2023	3343	360515145	ELECTRICITY	\$1,267.07
		02/03/2023	3343	110515143	ELECTRICITY	\$949.76
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$10,122.78
192049	EHS INTERNATIONAL, INC.	02/03/2023	26274	470141483	LOCKOUT/TAGOUT 11/16	\$1,320.00
		02/03/2023	26274	470141483	LOCKOUT/TAGOUT 11/22	\$1,320.00
EHS INTERNATIONAL, INC.					Total Check Amount:	\$2,640.00
192050	FRANCHISE TAX BOARD/ST OF CALIF	02/03/2023	12043	110	571810253 012722 PR	\$30.00
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$30.00
192051	FRONTIER COMMUNICATIONS	02/03/2023	26183	475141471	5621820146 12/16-1/15	\$59.61
FRONTIER COMMUNICATIONS					Total Check Amount:	\$59.61
192052	THE GAS COMPANY	02/03/2023	3749	490515151	GAS JAN 2023	\$1,510.16
THE GAS COMPANY					Total Check Amount:	\$1,510.16
192053	HF&H CONSULTANTS, LLC	02/03/2023	27542	440515122	SB1383 SVCS DEC 2022	\$1,926.00
HF&H CONSULTANTS, LLC					Total Check Amount:	\$1,926.00
192054	SARA HUBBS	02/03/2023	32114	110404541	DD23 HONORARIUM	\$200.00
SARA HUBBS					Total Check Amount:	\$200.00
192055	HYDROPRO SOLUTIONS	02/03/2023	31845	420515131	WATER METERS+ENCODERS	\$8,870.62
HYDROPRO SOLUTIONS					Total Check Amount:	\$8,870.62
192056	ICC ORANGE EMPIRE CHAPTER	02/03/2023	10998	110323241	2023 MEMB ICC-OEC	\$300.00
ICC ORANGE EMPIRE CHAPTER					Total Check Amount:	\$300.00
192057	INTELLI-TECH	02/03/2023	8774	110404523	HP ARUBA SWTCH/TRNCVR	\$3,956.58
INTELLI-TECH					Total Check Amount:	\$3,956.58
192058	LAKEMAN CHASSIS	02/03/2023	12885	420515131	SPECIAL DEPT EQPT	\$1,736.68
		02/03/2023	12885	420515131	METER LIDS	\$2,068.88
LAKEMAN CHASSIS					Total Check Amount:	\$3,805.56
192059	LAW OFFICES OF JONES & MAYER	02/03/2023	12144	110212111	LEGAL SVCS PD DEC22	\$190.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$190.00
192060	MARK THOMAS & COMPANY, INC	02/03/2023	30436	510707946	PROF SVCS THRU 10/30	\$2,500.00
MARK THOMAS & COMPANY, INC					Total Check Amount:	\$2,500.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192061	MATAX	02/03/2023	25580	490515151	2223CONFEE:200 NBREA	\$863.01
		02/03/2023	25580	490515151	2223CONFEE:555NBERRY	\$471.95
		02/03/2023	25580	490515151	2223CONFEE:100BRMALL	\$2,210.45
MATAX						Total Check Amount:
						\$3,545.41
192062	MISSOULA SCHOOL OF HOT GLASS	02/03/2023	32117	110404541	DD23 HONORARIUM	\$200.00
MISSOULA SCHOOL OF HOT GLASS						Total Check Amount:
						\$200.00
192063	NATIONAL TESTING NETWORK, INC	02/03/2023	25909	110141481	2023/24 NTN MEMB	\$500.00
NATIONAL TESTING NETWORK, INC						Total Check Amount:
						\$500.00
192064	ODP BUSINESS SOLUTIONS, LLC	02/03/2023	31709	110141441	OFFICE SUPPLIES	\$103.16
ODP BUSINESS SOLUTIONS, LLC						Total Check Amount:
						\$103.16
192065	PUPPIES AND REPTILES FOR PARTIES	02/03/2023	28506	110404429	PETTING ZOO 1.5 HRS	\$520.00
PUPPIES AND REPTILES FOR PARTIES						Total Check Amount:
						\$520.00
192066	ESTHER RAMIREZ	02/03/2023	32118	110000000	CITATION REFUND	\$279.00
ESTHER RAMIREZ						Total Check Amount:
						\$279.00
192067	RRM DESIGN GROUP	02/03/2023	31386	140323231	DT PARKLETS STUDY	\$72.50
RRM DESIGN GROUP						Total Check Amount:
						\$72.50
192068	MELANIE SCHLOTTERBECK	02/03/2023	27608	110323231	PLANNING COMM 1/24	\$50.00
MELANIE SCHLOTTERBECK						Total Check Amount:
						\$50.00
192069	SPIDR TECH INC.	02/03/2023	32115	950000000	ILJAOC SPIDRPFNOV-FEB	\$7,500.00
SPIDR TECH INC.						Total Check Amount:
						\$7,500.00
192070	UNITED PARCEL SERVICE	02/03/2023	3174	110141441	SHIPPING CHGS DEC/JAN	\$149.93
UNITED PARCEL SERVICE						Total Check Amount:
						\$149.93
192071	UNITED RENTALS NORTHWEST, INC.	02/03/2023	7051	490515151	LIFT RENTAL-XMAS TREE	\$951.67
UNITED RENTALS NORTHWEST, INC.						Total Check Amount:
						\$951.67
192072	SARAH ELIZABETH VAUGHN	02/03/2023	32121	110404541	DD23 HONORARIUM	\$200.00
SARAH ELIZABETH VAUGHN						Total Check Amount:
						\$200.00
192073	DENISE VELASCO	02/03/2023	32122	110000000	CITATION REFUND	\$102.00
DENISE VELASCO						Total Check Amount:
						\$102.00
Check Subtotal						\$189,656.32
V50494	AARON DANIEL ADAM	02/03/2023	32005	110212111	EVOC TRAINING	\$218.00
AARON DANIEL ADAM						Total Check Amount:
						\$218.00
V50495	ADMINISTRATIVE & PROF	02/03/2023	3344	110	4010 APEA MEMB 012722	\$468.00
ADMINISTRATIVE & PROF						Total Check Amount:
						\$468.00
V50496	ADVANCED APPLIED ENGINEERING	02/03/2023	22809	84032324P	PLAN CHECK NOV/DECC22	\$928.00
		02/03/2023	22809	110000000	PLAN CHECK NOV/DECC22	(\$128.00)
ADVANCED APPLIED ENGINEERING						Total Check Amount:
						\$800.00
V50497	THE ADVANTAGE GROUP	02/03/2023	24539	110	808B FSADEPCAR 012722	\$1,500.00
		02/03/2023	24539	110	808C FSA URMED 012722	\$5,986.16

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THE ADVANTAGE GROUP						Total Check Amount: \$7,486.16
V50498	ALL CITY MANAGEMENT SERVICES INC	02/03/2023	6604	110212132	CROSNR GRDS 1211-1224	\$2,899.13
ALL CITY MANAGEMENT SERVICES INC						Total Check Amount: \$2,899.13
V50499	AMERICAN VETERAN LIGHTING, INC.	02/03/2023	31163	490515151	LIGHTING	\$418.75
AMERICAN VETERAN LIGHTING, INC.						Total Check Amount: \$418.75
V50500	THE BANK OF NEW YORK MELLON	02/03/2023	16062	930141424	CONTROL ACCT OCT-DEC	\$2,857.94
THE BANK OF NEW YORK MELLON						Total Check Amount: \$2,857.94
V50501	BEN'S ASPHALT, INC..	02/03/2023	1808	510707322	EMERG ASPH REPL C.H.	\$441,887.50
		02/03/2023	1808	510707442	WTR UTIL REPAIR NOV22	\$37,595.50
BEN'S ASPHALT, INC..						Total Check Amount: \$479,483.00
V50502	BPSEA MEMORIAL FOUNDATION	02/03/2023	14990	110	4050 MEMORIAL 012722	\$140.50
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$140.50
V50503	BREA CITY EMPLOYEES ASSOCIATION	02/03/2023	3236	110	4005 BCEA MEMB 012722	\$672.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$672.00
V50504	BREA FIREFIGHTERS ASSOCIATION	02/03/2023	3237	110	4016 ASSOCMEMB 012722	\$2,474.00
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$2,474.00
V50505	BREA POLICE ASSOCIATION	02/03/2023	3769	110	4030 BPA REG 012722	\$3,250.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,250.00
V50506	BREA POLICE ATHLETIC LEAGUE	02/03/2023	1068	110	5010 B.P.A.L. 012722	\$122.50
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$122.50
V50507	BREA POLICE MANAGEMENT ASSOCIATION	02/03/2023	21189	110	4019 LDF MEMB 012722	\$9.50
		02/03/2023	21189	110	4020 PMA MEMB 012722	\$162.50
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$172.00
V50508	BREA/ORANGE COUNTY PLUMBING	02/03/2023	3781	490515151	MAIN LINE STOPPAGE	\$1,085.00
BREA/ORANGE COUNTY PLUMBING						Total Check Amount: \$1,085.00
V50509	C. WELLS PIPELINE MATERIALS INC	02/03/2023	13055	420515131	PLUMBING SUPPLIES	\$3,676.83
C. WELLS PIPELINE MATERIALS INC						Total Check Amount: \$3,676.83
V50510	STEVEN CABRERA	02/03/2023	29104	420515131	D3 WTRDIST OP RENEWAL	\$190.00
STEVEN CABRERA						Total Check Amount: \$190.00
V50511	CANON FINANCIAL SERVICES, INC.	02/03/2023	20648	110141441	FS1-4 PRNT CHGS DEC22	\$34.90
		02/03/2023	20648	110141441	FS1-4 CPR LSE JAN23	\$101.28
CANON FINANCIAL SERVICES, INC.						Total Check Amount: \$136.18
V50512	CARRIER CORPORATION	02/03/2023	20023	490515151	CHILLER SVC JAN-MAR23	\$2,793.38
CARRIER CORPORATION						Total Check Amount: \$2,793.38
V50513	CENTRALSQUARE TECHNOLOGIES, LLC	02/03/2023	29643	420141421	UTIL BILLING TRNG DEC	\$272.00
CENTRALSQUARE TECHNOLOGIES, LLC						Total Check Amount: \$272.00
V50514	CLINICAL LABORATORY OF	02/03/2023	3390	420515131	WATER QUALITY DEC22	\$1,221.30
CLINICAL LABORATORY OF						Total Check Amount: \$1,221.30

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V50515	THE CONNECTION CORPORATION	02/03/2023	31669	110404523	COUNSELING SVCS DEC22	\$2,700.00
THE CONNECTION CORPORATION					Total Check Amount:	\$2,700.00
V50516	CSG CONSULTANTS	02/03/2023	25540	110000000	PLAN CHECK THRU 11/25	\$1,422.00
		02/03/2023	25540	110000000	INSP SVCS THRU 10/28	(\$5,875.00)
		02/03/2023	25540	110000000	INSP SVCS THRU 11/25	(\$1,972.50)
		02/03/2023	25540	110000000	PLAN CHECK SVCS DEC22	\$490.50
		02/03/2023	25540	84032324P	PLAN CHECK SVCS DEC22	\$6,322.00
		02/03/2023	25540	84032324I	INSP SVCS THRU 10/28	\$21,645.00
		02/03/2023	25540	84032324I	INSP SVCS THRU 11/25	\$12,772.50
		02/03/2023	25540	84032324P	PLAN CHECK THRU 11/25	\$5,858.00
CSG CONSULTANTS					Total Check Amount:	\$40,662.50
V50517	DENNIS GRUBB & ASSOCIATES, LLC.	02/03/2023	25568	110000000	PLAN CHECK SVCS DEC22	(\$1,389.20)
		02/03/2023	25568	84022223P	PLAN CHECK SVCS DEC22	\$8,033.20
DENNIS GRUBB & ASSOCIATES, LLC.					Total Check Amount:	\$6,644.00
V50518	ENTENMANN ROVIN COMPANY	02/03/2023	3457	110222211	BADGES	\$863.14
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$863.14
V50519	NATHAN JESUS FERNANDEZ	02/03/2023	31483	110212111	DEF TACTICS ACT INSTR	\$80.00
NATHAN JESUS FERNANDEZ					Total Check Amount:	\$80.00
V50520	FOR ALL HANDKIND	02/03/2023	32060	110404541	DD23 GUEST CURATOR	\$500.00
FOR ALL HANDKIND					Total Check Amount:	\$500.00
V50521	FUSCOE ENGINEERING, INC.	02/03/2023	18052	840141412	WQMP PLAN CHK DEC22	\$1,288.00
		02/03/2023	18052	840141412	WQMP PLAN CHK OCT22	\$1,124.00
		02/03/2023	18052	410515132	NPDES S/W SVCS DEC22	\$6,637.27
		02/03/2023	18052	840141412	WQMP PLAN CHK NOV22	\$2,494.00
		02/03/2023	18052	840141412	WQMP PLAN CHK SEPT22	\$374.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$11,917.27
V50522	RAY GONZALEZ	02/03/2023	31019	110404424	UMPIRE FEES 1/23/2023	\$102.00
RAY GONZALEZ					Total Check Amount:	\$102.00
V50523	KRISTIN MICHELLE GRIFFITH	02/03/2023	32046	110141411	TRAINING EXPENSES	\$281.16
KRISTIN MICHELLE GRIFFITH					Total Check Amount:	\$281.16
V50524	GABRIEL HANNAH	02/03/2023	17533	110404424	UMPIRE FEES 1/23/2023	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V50525	ADAM C HAWLEY	02/03/2023	5028	110212111	EXEC DEV COURSE	\$218.00
ADAM C HAWLEY					Total Check Amount:	\$218.00
V50526	HCI SYSTEMS INC	02/03/2023	25112	490515151	FIRE ALARM INSP BCC	\$6,770.00
		02/03/2023	25112	490515151	FIRE ALRM INSP CREDIT	(\$3,385.00)
HCI SYSTEMS INC					Total Check Amount:	\$3,385.00
V50527	HITECH SOFTWARE INC	02/03/2023	19937	110515125	CARCOUNT SYST MNT DEC	\$1,345.00

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HITECH SOFTWARE INC						Total Check Amount: \$1,345.00
V50528	IDEAL STRIPING	02/03/2023	18839	110515125	RPM BOTTS DT PS1	\$3,750.00
IDEAL STRIPING						Total Check Amount: \$3,750.00
V50529	INFOSEND, INC.	02/03/2023	19016	110404311	DEC22 BREA FITNESS/KW	\$99.84
		02/03/2023	19016	420141421	DEC22 WINTR WTR RATES	\$24.96
		02/03/2023	19016	430141421	DEC22 WINTR WTR RATES	\$24.96
		02/03/2023	19016	420141421	DEC22 WATER-PRNT/MAIL	\$1,506.72
		02/03/2023	19016	420141421	DEC22 WATER-POSTAGE	\$4,583.77
		02/03/2023	19016	110111151	DEC22 2023 CALENDAR	\$99.84
		02/03/2023	19016	110323214	DEC22 HOUSING REHAB	\$49.92
INFOSEND, INC.						Total Check Amount: \$6,390.01
V50530	INLAND ROUND BALL OFFICIALS INC.	02/03/2023	31906	110404424	REFEREE FEE 1/19-1/24	\$1,080.00
INLAND ROUND BALL OFFICIALS INC.						Total Check Amount: \$1,080.00
V50531	DAVID TAEKEK KANG	02/03/2023	29475	110212111	TRAINING MILEAGE	\$20.00
DAVID TAEKEK KANG						Total Check Amount: \$20.00
V50532	KEENAN & ASSOCIATES	02/03/2023	22439	470141483	2023 WC CLM ADMIN FEE	\$7,500.00
		02/03/2023	22439	470141483	2023 WORKER'S COMP 2	\$10,951.25
		02/03/2023	22439	470141483	2023 WORKERS' COMP 1	\$10,951.25
KEENAN & ASSOCIATES						Total Check Amount: \$29,402.50
V50533	KRONOS INCORPORATED	02/03/2023	22688	110222223	TELESTAFF IVR NOV22	\$8.39
KRONOS INCORPORATED						Total Check Amount: \$8.39
V50534	LEHR	02/03/2023	26035	480515161	CHANGE OVER #2225	\$4,265.28
LEHR						Total Check Amount: \$4,265.28
V50535	LIFE-ASSIST, INC.	02/03/2023	10530	174222222	PM SUPPLIES FS1	\$77.58
		02/03/2023	10530	174222222	PM SUPPLIES FS1	\$1,693.86
LIFE-ASSIST, INC.						Total Check Amount: \$1,771.44
V50536	LINEGEAR	02/03/2023	23894	110222221	BOOTS	\$613.10
LINEGEAR						Total Check Amount: \$613.10
V50537	STEVEN MACIAS	02/03/2023	30457	110212111	DEF TACTICS ACT INSTR	\$80.00
STEVEN MACIAS						Total Check Amount: \$80.00
V50538	RYAN MCDUFFY	02/03/2023	25627	110212111	TRAINING MILEAGE	\$181.13
RYAN MCDUFFY						Total Check Amount: \$181.13
V50539	MINER, LTD	02/03/2023	27173	490515151	GATE REPAIR @ FS1	\$486.57
		02/03/2023	27173	490515151	GATE REPAIR @ P-2	\$544.49
		02/03/2023	27173	490515151	SERVICE KEYPADS @ FS3	\$660.09
		02/03/2023	27173	490515151	APP BAY DOOR RPR @FS3	\$4,589.56
		02/03/2023	27173	490515151	SERVICE KEYPADS @ FS4	\$428.89
		02/03/2023	27173	490515151	DOOR REPAIR @ FS2	\$403.63

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V50539	MINER, LTD	02/03/2023	27173	490515151	GATE REPAIR @ FS3	\$926.21
MINER, LTD						Total Check Amount:
						\$8,039.44
V50540	ANTHONY NGUYEN	02/03/2023	25978	110212111	DEF TACTICS ACT INSTR	\$80.00
ANTHONY NGUYEN						Total Check Amount:
						\$80.00
V50541	MIGUEL OJEDA	02/03/2023	25161	110212111	DEF TACTICS ACT INSTR	\$80.00
MIGUEL OJEDA						Total Check Amount:
						\$80.00
V50542	PACIFIC COAST ENTERTAINMENT	02/03/2023	21588	110404542	LIGHTING FIXTURES	\$4,483.53
PACIFIC COAST ENTERTAINMENT						Total Check Amount:
						\$4,483.53
V50543	PLACEWORKS, INC.	02/03/2023	26720	840141412	BREA MALL CEQA DEC22	\$47.63
		02/03/2023	26720	84032323E	BREA MALL CEQA DEC22	\$5,493.15
PLACEWORKS, INC.						Total Check Amount:
						\$5,540.78
V50544	PLUMBING WHOLESALE OUTLET, INC.	02/03/2023	18392	490515151	SLOAN KITS	\$511.42
		02/03/2023	18392	490515151	PLUMBING PARTS	\$280.93
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount:
						\$792.35
V50545	QUADIENT LEASING USA, INC	02/03/2023	30262	110141441	MAILSYSTM LSE NOV-JAN	\$1,400.43
QUADIENT LEASING USA, INC						Total Check Amount:
						\$1,400.43
V50546	RPW SERVICES, INC.	02/03/2023	3791	360515147	PESTCTRL DOGPRK 10/27	\$180.00
RPW SERVICES, INC.						Total Check Amount:
						\$180.00
V50547	RUSSELL SIGLER INC.	02/03/2023	21638	490515151	HVAC FILTERS	\$61.93
RUSSELL SIGLER INC.						Total Check Amount:
						\$61.93
V50548	SIGNARAMA OF ANAHEIM	02/03/2023	12440	110222211	TOY DRIVE BANNERS	\$529.46
SIGNARAMA OF ANAHEIM						Total Check Amount:
						\$529.46
V50549	SPECTRUM GAS PRODUCTS, INC.	02/03/2023	16060	174222222	OXYGEN	\$125.60
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount:
						\$125.60
V50550	CONNOR MICHAEL GLENN SPENCER	02/03/2023	31422	110212111	TRAINING MILEAGE	\$16.75
CONNOR MICHAEL GLENN SPENCER						Total Check Amount:
						\$16.75
V50551	SUPERIOR ALARM SYSTEMS	02/03/2023	11074	490515151	ALARM - FS #2 JAN-DEC	\$540.00
		02/03/2023	11074	110404541	ALARM-GALLERY JAN-JUN	\$210.00
		02/03/2023	11074	110515125	ALARM-DT PS3 JAN-JUN	\$540.00
		02/03/2023	11074	110515125	ALARM-DT PS2 JAN-DEC	\$540.00
SUPERIOR ALARM SYSTEMS						Total Check Amount:
						\$1,830.00
V50552	TECHNICOLOR PRINTING	02/03/2023	24354	110404428	DAY CAMP SHIRTS	\$2,694.29
TECHNICOLOR PRINTING						Total Check Amount:
						\$2,694.29
V50553	TYLER TECHNOLOGIES, INC.	02/03/2023	25937	951	ILJAOC H/WFEES (FULL)	\$150.85
TYLER TECHNOLOGIES, INC.						Total Check Amount:
						\$150.85
V50554	ANGUELLO RIGOBERTO VILLA VELA	02/03/2023	32123	110212111	EVOC TRAINING	\$218.00
ANGUELLO RIGOBERTO VILLA VELA						Total Check Amount:
						\$218.00
Voucher Subtotal						\$653,422.00

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W23012	UNION BANK	01/30/2023	14102	930	LAIF CONTRIBUTION	\$3,000,000.00
UNION BANK					Total Check Amount:	\$3,000,000.00
Wire Subtotal						\$3,000,000.00
TOTAL						\$3,843,078.32

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192074	1-800-RADIATOR	02/10/2023	18389	480515161	RADIATOR	\$241.36
1-800-RADIATOR					Total Check Amount:	\$241.36
192075	AMTECH LIGHTING SERVICES	02/10/2023	19028	475141471	23/24 OCULARIS ENT	\$4,995.00
AMTECH LIGHTING SERVICES					Total Check Amount:	\$4,995.00
192076	AT&T	02/10/2023	22050	475141471	0495415707 1-11-23	\$1,287.10
		02/10/2023	22050	475141471	2644915702 1-11-23	\$1,835.99
AT&T					Total Check Amount:	\$3,123.09
192077	AT&T	02/10/2023	22390	475141471	7149110022 0114-0213	\$234.96
AT&T					Total Check Amount:	\$234.96
192078	AT&T CALNET	02/10/2023	20391	475141471	CALNET JAN 2023	\$5,225.64
		02/10/2023	20391	420515131	CALNET JAN 2023	\$52.94
AT&T CALNET					Total Check Amount:	\$5,278.58
192079	AT&T LONG DISTANCE	02/10/2023	1737	475141471	807752441 1/3-2/2	\$40.32
AT&T LONG DISTANCE					Total Check Amount:	\$40.32
192080	AVENU INSIGHTS & ANALYTICS, LLC	02/10/2023	29396	110141424	SUTA SVCS Q3 2022	\$13,420.41
AVENU INSIGHTS & ANALYTICS, LLC					Total Check Amount:	\$13,420.41
192081	BEHAVIORAL ANALYSIS TRAINING INC	02/10/2023	30059	110212111	INV RVW+INTERROGATION	\$575.00
BEHAVIORAL ANALYSIS TRAINING INC					Total Check Amount:	\$575.00
192082	BREA ROTARY CLUB	02/10/2023	1338	110212111	QTRLY DUES PD 2023 Q1	\$285.00
		02/10/2023	1338	110222211	QTRLY DUES FD 2023 Q1	\$285.00
BREA ROTARY CLUB					Total Check Amount:	\$570.00
192084	BUSINESS CARD	02/10/2023	18749	110111143	BSCARD 122322 PD	\$2,765.00
		02/10/2023	18749	110212111	BSCARD 012323 DEFAULT	\$2,515.07
		02/10/2023	18749	110212111	BSCARD 112322 DEF REV	(\$976.57)
		02/10/2023	18749	110212121	BSCARD 112322 PD	\$285.00
		02/10/2023	18749	110212131	BSCARD 112322 PD	\$366.67
		02/10/2023	18749	110212131	BSCARD 122322 PD	\$86.20
		02/10/2023	18749	110222223	BSCARD 112322 FIRE	\$115.34
		02/10/2023	18749	110404211	BSCARD 122322 CS II	\$327.10
		02/10/2023	18749	110404421	BSCARD 112322 CS II	\$140.25
		02/10/2023	18749	110404425	BSCARD 122322 CS	\$67.67
		02/10/2023	18749	110	BSCARD 4067 FRAUDCHGS	(\$189.45)
		02/10/2023	18749	110141481	BSCARD 012323 DEFAULT	\$304.84
		02/10/2023	18749	110141481	BSCARD 112322 DEF REV	(\$295.38)
		02/10/2023	18749	110212111	BSCARD 122322 PD	\$1,929.31
		02/10/2023	18749	110222223	BSCARD 012323 FIRE	\$66.95
		02/10/2023	18749	110404154	BSCARD 122322 CS II	\$107.82
		02/10/2023	18749	110404311	BSCARD 122322 CS II	\$25.85

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192084	BUSINESS CARD	02/10/2023	18749	110404425	BSCARD 112322 CS	\$234.73
		02/10/2023	18749	110212111	BSCARD 102322 DEF REV	(\$801.41)
		02/10/2023	18749	110212111	BSCARD 112322 PD	\$39.90
		02/10/2023	18749	110212121	BSCARD 102322 PD	\$285.00
		02/10/2023	18749	110212132	BSCARD 112322 PD	\$285.00
		02/10/2023	18749	110212132	BSCARD 122322 PD	\$3,559.68
		02/10/2023	18749	110404211	BSCARD 012323 DEFAULT	\$3,377.13
		02/10/2023	18749	110404211	BSCARD 112322 DEFREV	(\$397.56)
		02/10/2023	18749	110404217	BSCARD 112322 CS	\$162.83
		02/10/2023	18749	110404311	BSCARD 122322 DEF REV	(\$584.38)
		02/10/2023	18749	950000000	ILJAO BSCARD 0123 MJ	\$14.99
		02/10/2023	18749	110	BSCARD POSTING ERROR	(\$173.01)
		02/10/2023	18749	110212111	BSCARD 122322 DEF REV	(\$8,625.19)
		02/10/2023	18749	110212121	BSCARD 122322 PD	\$285.00
		02/10/2023	18749	110212131	BSCARD 102322 PD	\$516.41
		02/10/2023	18749	110222223	BSCARD 122322 FIRE	\$57.67
		02/10/2023	18749	110404154	BSCARD 112322 CS II	\$344.58
		02/10/2023	18749	110404217	BSCARD 122322 CS	\$55.94
		02/10/2023	18749	420515131	BSCARD 012323 WATER	\$456.92
BUSINESS CARD					Total Check Amount:	\$6,735.90
192085	STEVE CHAUNCEY	02/10/2023	27742	110212111	RADAR/LASER OP TRNG	\$170.00
STEVE CHAUNCEY					Total Check Amount:	\$170.00
192086	KASI CHEKVAKUMAR	02/10/2023	32126	110	PILATES FEE REFUND	\$45.00
KASI CHEKVAKUMAR					Total Check Amount:	\$45.00
192087	CITY OF LA HABRA	02/10/2023	31851	960000000	OCCMA HOLIDAYLUNCHEON	\$234.41
CITY OF LA HABRA					Total Check Amount:	\$234.41
192088	CLA-VAL CO.	02/10/2023	15266	420515131	VALVE MNT - BERRY STN	\$10,688.79
CLA-VAL CO.					Total Check Amount:	\$10,688.79
192089	CORIORIS ENTERPRISES. INC.	02/10/2023	31926	480515161	SPCC PLAN REVIEW	\$4,500.00
CORIORIS ENTERPRISES. INC.					Total Check Amount:	\$4,500.00
192090	THE COUNSELING TEAM INTERNATIONAL	02/10/2023	13933	110222221	EMPL SUPP SVCS DEC22	\$220.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$220.00
192091	COUNTY OF ORANGE	02/10/2023	4799	172212133	800 MHZ BR0 22/23 Q3	\$43,444.00
COUNTY OF ORANGE					Total Check Amount:	\$43,444.00
192092	D.S. CUSTOM LINENS, INC	02/10/2023	31417	110141441	GAS SURCHARGE JAN23	\$24.00
D.S. CUSTOM LINENS, INC					Total Check Amount:	\$24.00
192093	DOUG MARTIN CONTRACTING INC	02/10/2023	4512	510707305	BR CYN SLURRY/CRKSEAL	\$39,010.00

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DOUG MARTIN CONTRACTING INC					Total Check Amount:	\$39,010.00
192094	SOUTHERN CALIFORNIA EDISON	02/10/2023	3343	110515121	ELECTRICITY JAN 2023	\$22,386.00
		02/10/2023	3343	420515131	ELECTRICITY JAN 2023	\$30,624.67
		02/10/2023	3343	490515151	ELECTRICITY JAN 2023	\$4,811.24
		02/10/2023	3343	110515125	ELECTRICITY JAN 2023	\$5,802.93
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$63,624.84
192095	ERIC W. GRUVER PHD	02/10/2023	7856	110141481	PRE-EMPL EVAL 1/17/23	\$425.00
ERIC W. GRUVER PHD					Total Check Amount:	\$425.00
192096	FAIRWAY FORD	02/10/2023	28263	480515161	2023 FORD EXPLORER	\$59,949.00
FAIRWAY FORD					Total Check Amount:	\$59,949.00
192097	GALVEZ QUALITY AUTO GLASS	02/10/2023	27010	480515161	WINDSHIELD REPAIR	\$295.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$295.00
192098	THE GAS COMPANY	02/10/2023	3749	490515151	GAS DEC 2022	\$117.53
THE GAS COMPANY					Total Check Amount:	\$117.53
192099	IMPERIAL CAR WASH	02/10/2023	30976	480515161	CARWASHES (6)	\$95.94
IMPERIAL CAR WASH					Total Check Amount:	\$95.94
192100	INTELLI-TECH	02/10/2023	8774	475141471	HP MONITORS (10)	\$2,614.45
		02/10/2023	8774	475141471	CRADLEPOINT NETCLOUD ESSE	\$5,667.00
INTELLI-TECH					Total Check Amount:	\$8,281.45
192101	JAY'S CATERING	02/10/2023	32129	960000000	OCCMA MTG 1/4/23	\$87.11
JAY'S CATERING					Total Check Amount:	\$87.11
192102	KM HAZMAT SERVICES	02/10/2023	25331	480515161	ANNUAL CERS MNT	\$450.00
KM HAZMAT SERVICES					Total Check Amount:	\$450.00
192103	LINEN X PRESS, INC.	02/10/2023	4592	110404213	WEDDING SHOW T/CLOTHS	\$1,309.88
LINEN X PRESS, INC.					Total Check Amount:	\$1,309.88
192104	MANHOLE ADJUSTING INC	02/10/2023	31621	420515131	RETENTION:VALVE REPL	\$918.00
MANHOLE ADJUSTING INC					Total Check Amount:	\$918.00
192105	NATIONWIDE	02/10/2023	20975	110	4436 PET INS JAN 2023	\$1,250.56
NATIONWIDE					Total Check Amount:	\$1,250.56
192106	ODP BUSINESS SOLUTIONS, LLC	02/10/2023	31709	110212111	OFFICE SUPPLIES(DISP)	\$252.08
		02/10/2023	31709	110212121	OFFICE SUPPLIES	\$128.33
		02/10/2023	31709	110212111	OFFICE SUPPLIES	\$29.39
		02/10/2023	31709	110212111	TONERS (5)	\$1,120.65
ODP BUSINESS SOLUTIONS, LLC					Total Check Amount:	\$1,530.45
192107	PERFORMANCE TRUCK REPAIR, INC.	02/10/2023	29371	480515161	A/C REPAIR	\$4,256.53
		02/10/2023	29371	480515161	POWER STEERING REPAIR	\$2,282.69
		02/10/2023	29371	480515161	PTO REPAIR	\$4,288.39
PERFORMANCE TRUCK REPAIR, INC.					Total Check Amount:	\$10,827.61

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192108	PUENTE HILLS FORD	02/10/2023	25742	480515161	HEAT SHIELD	\$33.24
		02/10/2023	25742	480515161	BRAKE PARTS	\$706.80
		02/10/2023	25742	480515161	BULBS	\$165.50
		02/10/2023	25742	480515161	CREDIT:INV #601018	(\$422.78)
		02/10/2023	25742	480515161	MIRROR	\$193.92
PUENTE HILLS FORD					Total Check Amount:	\$676.68
192109	ROYAL PAPER CORPORATION	02/10/2023	26215	110141441	SUPPLIES	\$1,062.89
ROYAL PAPER CORPORATION					Total Check Amount:	\$1,062.89
192110	SUSAN SAXE-CLIFFORD, PH.D.	02/10/2023	22693	110141481	PRE-EMPL EVAL 1/26	\$400.00
		02/10/2023	22693	110141481	PRE-EMP EVAL 1/23	\$400.00
SUSAN SAXE-CLIFFORD, PH.D.					Total Check Amount:	\$800.00
192111	SERVPRO OF E. FULLERTON/PLACENTIA	02/10/2023	32127	430515123	EMERG SWR REMEDIATION	\$27,578.59
SERVPRO OF E. FULLERTON/PLACENTIA					Total Check Amount:	\$27,578.59
192112	SOUTHERN CALIFORNIA PERMANENTE	02/10/2023	30681	110141481	HR MED SVCS DEC 2022	\$605.00
SOUTHERN CALIFORNIA PERMANENTE					Total Check Amount:	\$605.00
192113	SPARKLETTS	02/10/2023	3001	110141481	BOTTLED WATER DEC22	\$10.52
		02/10/2023	3001	110141441	WTRDISP+BOTTLES DEC22	\$371.23
SPARKLETTS					Total Check Amount:	\$381.75
192114	T&B PLANNING, INC	02/10/2023	32116	84032323E	GASLIGHTSQ CEQA DEC22	\$16,280.00
		02/10/2023	32116	84032323E	GASLT SQ CEQA AUG-NOV	\$5,648.75
		02/10/2023	32116	84032323E	GASLT SQ CEQA JUN-JUL	\$20,376.23
T&B PLANNING, INC					Total Check Amount:	\$42,304.98
192115	TS GOVERNMENT SOLUTIONS, LLC	02/10/2023	28596	110404215	QTRLY FITNESS EQPT PM	\$1,295.00
TS GOVERNMENT SOLUTIONS, LLC					Total Check Amount:	\$1,295.00
192116	UNIFIRST CORPORATION	02/10/2023	27988	110212131	PD LAUNDRY SVCS 1/30	\$24.88
		02/10/2023	27988	110212131	PD LAUNDRY SVCS 1/23	\$24.88
UNIFIRST CORPORATION					Total Check Amount:	\$49.76
192117	XEROX CORPORATION	02/10/2023	3349	110141441	BLACK CPR/PRNTR DEC22	\$468.64
		02/10/2023	3349	110141441	TRMR/FOLDR SW MNT DEC	\$116.00
		02/10/2023	3349	110141441	HI PERF COLOR CPR DEC	\$202.24
		02/10/2023	3349	110141441	PRINT CHARGES:SEP-DEC	\$1,300.38
		02/10/2023	3349	110141441	UDIRECT MNT DEC 2022	\$137.52
		02/10/2023	3349	110141441	HISPEED PRNTR/CPR DEC	\$717.42
XEROX CORPORATION					Total Check Amount:	\$2,942.20
Check Subtotal						\$360,410.04
V50555	ACADEMY 831, LLC	02/10/2023	28694	110404145	INTRO TO BALLET	\$32.50

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ACADEMY 831, LLC					Total Check Amount:	\$32.50
V50556	THE ADVANTAGE GROUP	02/10/2023	24539	110141481	FLEX/ADM PROC DEC22	\$811.50
THE ADVANTAGE GROUP					Total Check Amount:	\$811.50
V50557	AFLAC-ACCOUNT #EZA73	02/10/2023	22923	110	ACC/CANCER INS JAN23	\$1,159.14
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$1,159.14
V50558	ALL CITY MANAGEMENT SERVICES INC	02/10/2023	6604	110212132	NPO REV 1030-1112	(\$2,577.00)
		02/10/2023	6604	110212132	CRSNG GRDS 1127-1210	\$3,221.25
		02/10/2023	6604	110212132	CRSNG GRDS 0108-0121	\$2,899.13
		02/10/2023	6604	110212132	CRSNG GRDS 1030-1112	\$2,577.00
		02/10/2023	6604	110212132	NPO REV 1113-1126	(\$1,610.63)
		02/10/2023	6604	110212132	NPO REV 1127-1210	(\$3,221.25)
		02/10/2023	6604	110212132	CRSNG GRDS 1113-1126	\$1,610.63
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$2,899.13
V50559	ALLSTAR FIRE EQUIPMENT	02/10/2023	8353	110222221	TURNOUTS-6 FULL SETS	\$7,396.93
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$7,396.93
V50560	ALTA LANGUAGE SERVICES, INC	02/10/2023	25953	110141481	BILINGUAL TEST 1/5/23	\$66.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$66.00
V50561	BILL'S AUTO UPHOLSTERY	02/10/2023	10510	480515161	SEAT REPAIR	\$1,260.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$1,260.00
V50562	BREA AUTO SERVICE	02/10/2023	12780	480515161	A/C REPAIR	\$691.49
BREA AUTO SERVICE					Total Check Amount:	\$691.49
V50563	KATHY A BREAUX	02/10/2023	5320	110404145	PENCILS+PASTELS	\$127.50
KATHY A BREAUX					Total Check Amount:	\$127.50
V50564	C. WELLS PIPELINE MATERIALS INC	02/10/2023	13055	420515131	PLUMBING SUPPLIES	\$1,825.91
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$1,825.91
V50565	CALIFORNIA DOMESTIC WATER CO	02/10/2023	3388	420515131	WTR CONSUMPTION JAN23	\$205,079.51
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$205,079.51
V50566	CANON SOLUTIONS AMERICA, INC	02/10/2023	15260	110141441	DEC 2022 PRINT CHGS	\$420.84
		02/10/2023	15260	110141441	JAN 2023 COPIER LEASE	\$1,072.12
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$1,492.96
V50567	ANDREW P CATOR	02/10/2023	6646	460141474	MILEAGE JAN 2023	\$197.81
ANDREW P CATOR					Total Check Amount:	\$197.81
V50568	JASON M CELMER	02/10/2023	11286	110212111	TRAINING REGISTRATION	\$117.83
		02/10/2023	11286	110212121	23 CRIA INTL CRIM INV	\$114.00
JASON M CELMER					Total Check Amount:	\$231.83
V50569	CENTRALSQUARE TECHNOLOGIES, LLC	02/10/2023	29643	420141421	UTIL BILLING TRNG JAN	\$601.60
CENTRALSQUARE TECHNOLOGIES, LLC					Total Check Amount:	\$601.60
V50570	CORE & MAIN LP	02/10/2023	27049	420515131	WATER METERS+ENCODERS	\$5,988.86

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CORE & MAIN LP					Total Check Amount:	\$5,988.86
V50571	DANIELS TIRE SERVICE	02/10/2023	3133	480515161	TIRES	\$480.69
DANIELS TIRE SERVICE					Total Check Amount:	\$480.69
V50572	NATHAN A. DARNELL	02/10/2023	14017	110212121	23 CRIA INTL CRIM INV	\$114.00
NATHAN A. DARNELL					Total Check Amount:	\$114.00
V50573	DELTA DENTAL INSURANCE COMPANY	02/10/2023	26074	110	0579395 DNTLHMO FEB23	\$2,048.40
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$2,048.40
V50574	ELLIOT AUTO SUPPLY CO., INC.	02/10/2023	3504	480515161	MOTOR+PUMP ASSEMBLY	\$26.04
ELLIOT AUTO SUPPLY CO., INC.					Total Check Amount:	\$26.04
V50575	EQUIPMENT DIRECT INC	02/10/2023	4522	420515131	SAFETY GEAR	\$319.69
EQUIPMENT DIRECT INC					Total Check Amount:	\$319.69
V50576	ROBBERT EARL EVANS	02/10/2023	30614	110212111	TRAINING EXPENSES	\$50.19
ROBBERT EARL EVANS					Total Check Amount:	\$50.19
V50577	EVERNORTH BEHAVIORAL HEALTH INC.	02/10/2023	26628	110141481	EAP SVCS FEB 2023	\$1,077.89
EVERNORTH BEHAVIORAL HEALTH INC.					Total Check Amount:	\$1,077.89
V50578	GAIL EVERTSEN	02/10/2023	10141	110212111	TRAINING MILEAGE	\$34.72
GAIL EVERTSEN					Total Check Amount:	\$34.72
V50579	FEDEX	02/10/2023	3495	110212111	SHIPPING-NICHOLS CONS	\$115.90
FEDEX					Total Check Amount:	\$115.90
V50580	FIDELITY SECURITY LIFE INSURANCE	02/10/2023	23035	110	9827288 VISION FEB23	\$2,804.93
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$2,804.93
V50581	GLASBY MAINTENANCE SUPPLY CO	02/10/2023	6802	490515151	WIPES	\$310.32
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$310.32
V50582	RAY GONZALEZ	02/10/2023	31019	110404424	UMPIRE FEE 1/30/23	\$102.00
RAY GONZALEZ					Total Check Amount:	\$102.00
V50583	GUARANTEED JANITORIAL SERVICES, INC	02/10/2023	28695	110515125	DEC22 JAN SVCS:DT	\$2,781.00
		02/10/2023	28695	490515151	DEC22 JAN SVCS:BCC	\$4,466.33
		02/10/2023	28695	490515151	DEC22 JAN SVCS:SR CTR	\$2,646.16
		02/10/2023	28695	490515151	DEC22 JAN SVCS:YARD	\$1,252.83
		02/10/2023	28695	490515151	JAN23 JAN SVCS:CCC	\$9,311.33
		02/10/2023	28695	490515151	JAN23 JAN SVCS:P.HALL	\$1,155.08
		02/10/2023	28695	490515151	NOV22 DAY PORTERS:CCC	\$4,868.96
		02/10/2023	28695	490515151	NOV22 JAN SVCS:BCC	\$4,466.33
		02/10/2023	28695	490515151	DEC22 DAY PORTERS BCC	\$4,868.96
		02/10/2023	28695	490515151	DEC22 JAN SVCS:CCC	\$9,311.33
		02/10/2023	28695	490515151	DEC22 JAN SVCS:PLUNGE	\$172.75
		02/10/2023	28695	490515151	JAN23 DAY PORTERS CCC	\$4,868.96
		02/10/2023	28695	490515151	JAN23 JAN SVCS:BCC	\$4,466.33

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V50583	GUARANTEED JANITORIAL SERVICES, INC	02/10/2023	28695	490515151	JAN23 JAN SVCS:YARD	\$1,252.83
		02/10/2023	28695	490515151	NOV22 DAY PORTERS:BCC	\$4,868.96
		02/10/2023	28695	490515151	NOV22 JAN SVCS:CCC	\$9,311.33
		02/10/2023	28695	490515151	NOV22 JAN SVCS:P.HALL	\$1,155.08
		02/10/2023	28695	490515151	NOV22 JAN SVCS:SR CTR	\$2,646.16
		02/10/2023	28695	490515151	NOV22 JAN SVCS:YARD	\$1,252.83
		02/10/2023	28695	490515151	DEC22 DAY PORTERS CCC	\$4,868.96
		02/10/2023	28695	490515151	DEC22 JAN SVCS:P.HALL	\$1,155.08
		02/10/2023	28695	490515151	NOV22 JAN SVCS:PLUNGE	\$172.75
		02/10/2023	28695	110515125	JAN23 JAN SVCS:DT	\$2,781.00
		02/10/2023	28695	110515125	NOV22 JAN SVCS:DT	\$2,781.00
		02/10/2023	28695	490515151	JAN23 DAY PORTERS BCC	\$4,868.96
		02/10/2023	28695	490515151	JAN23 JAN SVCS:PLUNGE	\$172.75
		02/10/2023	28695	490515151	JAN23 JAN SVCS:SR CTR	\$2,646.16
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$94,570.20
V50584	HAAKER EQUIPMENT CO.	02/10/2023	4297	480515161	SCRUBBER SERVICE	\$451.14
HAAKER EQUIPMENT CO.					Total Check Amount:	\$451.14
V50585	GABRIEL HANNAH	02/10/2023	17533	110404424	UMPIRE FEE 1/30/23	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V50586	HITECH SOFTWARE INC	02/10/2023	19937	110515125	CARCOUNT SYST MNT JAN	\$1,345.00
HITECH SOFTWARE INC					Total Check Amount:	\$1,345.00
V50587	INFOSEND, INC.	02/10/2023	19016	420141421	CONVERSION PROGRM FEE	\$5,330.00
INFOSEND, INC.					Total Check Amount:	\$5,330.00
V50588	INLAND ROUNDBALL OFFICIALS INC.	02/10/2023	31906	110404424	REFEREE FEE 1/29-1/30	\$570.00
INLAND ROUNDBALL OFFICIALS INC.					Total Check Amount:	\$570.00
V50589	KELLY SPICERS STORES	02/10/2023	31267	110141441	PAPER	\$153.02
KELLY SPICERS STORES					Total Check Amount:	\$153.02
V50590	KIMBALL MIDWEST	02/10/2023	23053	480515161	LIGHTS	\$99.80
KIMBALL MIDWEST					Total Check Amount:	\$99.80
V50591	LEHR	02/10/2023	26035	480515161	CONTROL BOX REPAIR	\$934.81
		02/10/2023	26035	480515161	PUSH BUMPERS	\$4,822.89
		02/10/2023	26035	480515161	POLICE CAR CHG OVER	\$4,272.12
LEHR					Total Check Amount:	\$10,029.82
V50592	LIGHTGUARD SYSTEMS, INC.	02/10/2023	21816	110515125	DT CRSWLK SAFETY LTNG	\$7,595.00
LIGHTGUARD SYSTEMS, INC.					Total Check Amount:	\$7,595.00
V50593	MUNICIPAL WATER DISTRICT	02/10/2023	3784	420515131	INSPECTIONS DEC 2022	\$444.00
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$444.00
V50594	MUSCO SPORTS LIGHTING, LLC	02/10/2023	19179	110515141	FIELD LT CTRL-CH/AROV	\$1,106.00

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MUSCO SPORTS LIGHTING, LLC					Total Check Amount:	\$1,106.00
V50595	MYERS AND SONS	02/10/2023	21624	480515161	ARROWBOARD INSTALL	\$4,996.95
		02/10/2023	21624	480515161	ARROWBOARD PARTS	\$1,648.04
MYERS AND SONS					Total Check Amount:	\$6,644.99
V50596	PACIFIC COAST ENTERTAINMENT	02/10/2023	21588	110404542	LIGHTING FIXTURES	\$3,600.75
PACIFIC COAST ENTERTAINMENT					Total Check Amount:	\$3,600.75
V50597	JIA ZHI (GEORGE) PAN	02/10/2023	31796	110404145	GOLF LESSONS	\$75.00
JIA ZHI (GEORGE) PAN					Total Check Amount:	\$75.00
V50598	PARACLETE FIRE AND SAFETY, INC.	02/10/2023	17760	110212131	FIRE EXT SVC 1/5/23	\$405.09
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$405.09
V50599	PTS COMMUNICATIONS, INC.	02/10/2023	31947	475141471	7147920396 FEB 2023	\$75.00
PTS COMMUNICATIONS, INC.					Total Check Amount:	\$75.00
V50600	READWRITE EDUCATIONAL, INC.	02/10/2023	3444	110404145	MATH + READING DEV	\$113.33
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$113.33
V50601	RICHARDS, WATSON & GERSHON	02/10/2023	8978	110111112	0001 GEN LGL SVCS OCT	\$11,238.99
		02/10/2023	8978	110111112	0001 GEN LGL SVCS SEP	\$11,056.29
		02/10/2023	8978	110111112	9999 GEN LGL SVCS OCT	\$29,902.00
		02/10/2023	8978	110111112	0195 SAFER AVES NOV22	\$34.80
		02/10/2023	8978	110111112	0198 R. RIOS NOV22	\$28.25
		02/10/2023	8978	110111112	9999 GEN LGL SVCS SEP	\$19,562.00
		02/10/2023	8978	280323215	9999 GEN LGL SVCS SEP	\$589.00
		02/10/2023	8978	410515132	162 STA ANA MS4 NOV22	\$58.10
		02/10/2023	8978	440515122	0001 GEN LGL SVCS SEP	\$95.00
		02/10/2023	8978	110111112	9999 GEN LGL SVCS NOV	\$17,933.00
		02/10/2023	8978	110515171	198 LUCAS BLDRS NOV22	\$76.00
		02/10/2023	8978	110323213	0001 GEN LGL SVCS OCT	\$285.00
		02/10/2023	8978	110323213	0001 GEN LGL SVCS SEP	\$684.00
		02/10/2023	8978	110515171	9999 GEN LGL SVCS NOV	\$157.00
		02/10/2023	8978	510707453	9999 GEN LGL SVCS NOV	\$275.00
		02/10/2023	8978	510707457	9999 GEN LGL SVCS NOV	\$275.00
		02/10/2023	8978	110111112	0001 GEN LGL SVCS NOV	\$12,003.31
		02/10/2023	8978	440515122	9999 GEN LGL SVCS SEP	\$46.00
		02/10/2023	8978	490515151	9999 GEN LGL SVCS NOV	\$88.00
		02/10/2023	8978	510707946	0173 TRACKS EXT OCT	\$1,225.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$105,611.74
V50602	ALFRED ANTHONY RODRIGUEZ	02/10/2023	27489	110212121	23 CRIA INTL CRIM INV	\$114.00
ALFRED ANTHONY RODRIGUEZ					Total Check Amount:	\$114.00
V50603	MACY CYMANTHA SANCHEZ	02/10/2023	27495	110212111	TRAINING MILEAGE	\$16.57

City Disbursement Register

Between Feb 6, 2023 12:00 AM and Feb 10, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MACY CYMANTHA SANCHEZ					Total Check Amount:	\$16.57
V50604	SC FUELS	02/10/2023	16654	480515161	REG UNL ETH 3948.4GAL	\$14,107.06
		02/10/2023	16654	480515161	REG UNL ETH 3981.7GAL	\$13,252.07
		02/10/2023	16654	480515161	CLR DIESEL 1500.2GALS	\$6,707.49
		02/10/2023	16654	480515161	CLR DIESEL 1458 GALS	\$6,934.59
		02/10/2023	16654	480515161	REG UNL ETH 4104 GALS	\$15,276.04
SC FUELS					Total Check Amount:	\$56,277.25
V50605	SHAMBHALA MARTIAL ARTS INC	02/10/2023	28430	110404145	KIDS TAEKWONDO	\$150.00
SHAMBHALA MARTIAL ARTS INC					Total Check Amount:	\$150.00
V50606	SITEONE LANDSCAPE SUPPLY, LLC	02/10/2023	25942	110515141	TAMARACK VALVE REPL	\$540.54
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$540.54
V50607	SNAP-ON INDUSTRIAL	02/10/2023	17125	480515161	BATTERIES	\$382.08
SNAP-ON INDUSTRIAL					Total Check Amount:	\$382.08
V50608	SOUTHERN CALIFORNIA NEWS GROUP	02/10/2023	26287	110111161	LEGAL NOTICE DEC 2022	\$256.30
		02/10/2023	26287	110323231	LEGAL NOTICE DEC 2022	\$362.08
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$618.38
V50609	STAGELIGHT FAMILY PRODUCTIONS	02/10/2023	7825	110404542	BYT22:LITTLEMERMAID 3	\$7,231.38
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$7,231.38
V50610	TECHNICOLOR PRINTING	02/10/2023	24354	110404424	YOUTH BSKTBALL SHIRTS	\$1,612.21
TECHNICOLOR PRINTING					Total Check Amount:	\$1,612.21
V50611	TMK INDUSTRIAL FASTENERS	02/10/2023	20181	420515131	NUTS AND BOLTS	\$1,465.40
TMK INDUSTRIAL FASTENERS					Total Check Amount:	\$1,465.40
V50612	AJA TOKUGAWA	02/10/2023	22121	110212111	CDAA FRAUD SYMPOSIUM	\$32.00
AJA TOKUGAWA					Total Check Amount:	\$32.00
V50613	RYAN L. TRENT	02/10/2023	14155	110212121	23 CRIA INTL CRIM INV	\$114.00
RYAN L. TRENT					Total Check Amount:	\$114.00
V50614	TYLER TECHNOLOGIES, INC.	02/10/2023	25937	951	ILJAO H/W FEES GG	\$52,495.80
TYLER TECHNOLOGIES, INC.					Total Check Amount:	\$52,495.80
V50615	UNITED ROTARY BRUSH CORPORATION	02/10/2023	16649	480515161	SWEEPER BROOMS	\$355.92
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$355.92
V50616	WAXIE SANITARY SUPPLY	02/10/2023	3332	490515151	JANITORIAL SUPPLIES	\$2,867.67
WAXIE SANITARY SUPPLY					Total Check Amount:	\$2,867.67
Voucher Subtotal						\$599,942.52
TOTAL						\$960,352.56