



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

Finance Committee Agenda

Tuesday, February 14, 2023

8:30 a.m.

Executive Conference Room

MEMBERS: Mayor Marty Simonoff and Council Member Steven Vargas
ALTERNATE: Council Member Cecilia Hupp

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7676 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department'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 Committee

Pursuant to Government Code Section 54953(e), members the Finance Committee may participate in this meeting via teleconference. Members of the public may offer comment or observe the meeting electronically or by attending in person. All requests to offer comment or observe the meeting electronically must be submitted via phone by calling 714-990-7676 or emailing arlenem@cityofbrea.net by 12:00 p.m. on Monday, February 13, 2023.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

CALL TO ORDER / ROLL CALL

- 1. Matters from the Audience**

CONSENT

- 2. January 31, 2023 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Minutes 01-31-2023

DISCUSSION

3. **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.

Attachments

Professional Services Agreement

4. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2022-23** - Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2022-23 City Operating and Capital Improvement Program Budgets.

Attachments

City - Exhibit A

Resolution - City

CIP - Exhibit A

Resolution - CIP

5. **Schedule Next Meeting: February 28, 2023**

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services administrative office at (714) 990-7676. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 02/14/2023
SUBJECT: January 31, 2023 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Minutes 01-31-2023



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, January 31, 2023
8:30 AM**

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Steven Vargas, Chris Emeterio, Chief Avery, Kristin Griffith, Michael Ho, Bill Bowlus, Carrier Hernandez, Faith Madrazo, Sean Matlock, Alicia Brenner and Jenn Colacion.

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

CONSENT

2. **January 10, 2023 Finance Committee Regular Meeting Minutes – Receive and file.**

DISCUSSION

3. **Authorize Purchase of Prefabricated Restrooms and Trash Enclosures for Arovista Park Modernization, CIP 7978 – Recommended for City Council approval.**
4. **Schedule Next Meeting: Tuesday, February 14, 2023**

Meeting adjourned: 8:32 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 02/14/2023
SUBJECT: Professional Services Agreement for Forensic Phlebotomy Services

RECOMMENDATION

1. 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
2. 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.

SUMMARY/FISCAL IMPACT

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

Professional Services 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, apperances, 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

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/14/2023

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.

SUMMARY/FISCAL IMPACT

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

City - Exhibit A

Resolution - City

CIP - Exhibit A

Resolution - CIP

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
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
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)
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)
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
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.

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.

Mayor

ATTEST: _____

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 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					-	

RESOLUTION NO.

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.

Mayor

ATTEST: _____

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk