



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

Agency Agenda

Closed Session - 5:30 p.m.

Study Session - 6:00 p.m.

General Session - 7:00 p.m.

Tuesday, May 5, 2026, 7:00 PM

COUNCIL CHAMBERS

1 Civic Center Circle

Brea, California 92821

Cecilia Hupp, Mayor

Marty Simonoff, Mayor Pro Tem

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

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

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

Special Accommodations

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

Important Notice

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

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

- 1.A. Call to Order/Roll Call
- 1.B. Public Comment
- 1.C. Conference with City's Labor Negotiator Pursuant to Government Code Section 54957.6 Regarding the Brea Management Association (BMA), Brea City Employees' Association (BCEA), Administrative and Professional Employees' Association (APEA), Brea Police Management Association (BPMA), Brea Fire Association (BFA) and the Brea Fire Management Association (BFMA) - Kristin Griffith, Negotiator, Laura Drottz Kalty, LCW Attorney and Alexander Volberding, LCW Attorney

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

- 2.A. Call to Order/Roll Call
- 2.B. Public Comment
- 2.C. Clarify Regular Meeting Topics
- 2.D. Continued Review of Existing General Municipal Tax in the City of Brea
- 2.E. Council Member Reports/Requests
- 2.F. Study Session Adjournment

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

- 3.A. Call to Order/Roll Call
- 3.B. Pledge of Allegiance: Boy Scout Troop 707
- 3.C. Invocation
- 3.D. Presentation: Carbon Incident Update
- 3.E. Report - Prior Study Session
- 3.F. Community Announcements
- 3.G. Matters from the Audience
- 3.H. Response to Public Inquiries

4. 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."

4.A. April 21, 2026 Regular City Council Meeting Minutes

- 1. Approve.

4.B. Sourcewell Maintenance Agreement with TK Elevator Corporation

- 1. Approve a Cooperative Purchase Agreement with TK Elevator Corporation for citywide elevator preventative maintenance service for a three (3) year term for \$33,600 per year, for a total of \$100,800. The Public Works Building Division has identified sufficient funds in Fund 490 in the FY 2025-26 budget. No additional appropriation is needed.

4.C. Second Reading and Adoption of Ordinance No. 1273 to Amend Chapter 1.04: "Penalties, Administrative and Civil Remedies, and General Provisions"

- 1. Waive full reading of and adopt Ordinance No. 1273 titled "An Ordinance of the City Council of the City of Brea Revising Penalties and Remedies for Violations of the Brea City Code, and Amending Title 1 (General Provisions) of the Brea City Code."

4.D. Professional Services Agreement for City's Housing Rehabilitation Program

- 1. Approve a Professional Services Agreement between the City of Brea and GRC Associates to implement the City's Housing Rehabilitation Program in an amount not-to exceed \$34,000 per year, for up to five years (\$170,000 total over five years);
- 2. Authorize the City Manager to execute the Professional Services Agreement with GRC Associates; and
- 3. Authorize the City Manager to approve non-substantive changes, as well as amend and extend the term of the Professional Services Agreement, for up to four additional one-year terms. This PSA will be funded by CDBG Program funds (Fund 290) with no fiscal impact to the General Fund (110).

4.E. City Disbursement Register for April 24, 2026

- 1. Receive and file.

5. PUBLIC HEARING

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

5.A. Annual Public Hearing to Review Full-Time Vacancies and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561

- 1. Open the public hearing and continue the item to the June 16, 2026 Regular City Council Meeting.

6. 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."

- 6.A. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2025-27
- 1. Adopt Resolution No. 2026-025, amending the City Operating Budget for FY 2025-26 and FY 2026-27;
 - 2. Adopt Resolution No. 2026-026, amending the FY 2025-26 and FY 2026-27 of the Capital Improvement Program Budget; and
 - 3. Adopt Resolution No. 2026-027, amending the City's Position Allocation List to change the status of an existing Code Enforcement Officer position from part-time to full-time within the Community Development Department.

7. ADMINISTRATIVE ANNOUNCEMENTS

- 7.A. City Manager
- 7.B. City Attorney
- 7.C. Council Requests

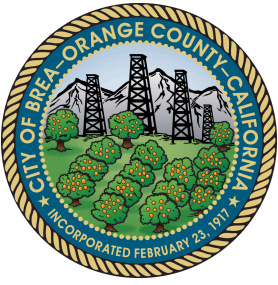
8. COUNCIL ANNOUNCEMENTS

- 8.A. Council Announcements

9. ADJOURNMENT

- 9.A. Meeting Adjournment

Date Posted: April 30, 2026



CITY *of* BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 4A.

April 21, 2026 Regular City Council Meeting Minutes

TO	PREPARED BY
Honorable Mayor and City Council Members	Christina Dizol, Deputy City Clerk
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Kristin Griffith, City Manager	Kristin Griffith, City Manager

RECOMMENDATION

Approve.

Attachments

[04-21-2026 - Draft Minutes.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the City Council Regular Meeting

1 Civic Center Circle, Brea, California 92821

April 21, 2026

Roll Call: *(The following members were in attendance)*

- **Cecilia Hupp**, Mayor
- **Marty Simonoff**, Mayor Pro Tem
- **Christine Marick**, Council Member
- **Blair Stewart**, Council Member
- **Steven Vargas**, Council Member

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - TIME 5:00 P.M.

1.A. Call to Order/Roll Call

Mayor Hupp called the Closed Session to order at 5:00 p.m. All members were present.

1.B. Public Comment

None.

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

1.D. Conference with City's Labor Negotiator Pursuant to Government Code Section 54957.6 Regarding the Brea Management Association (BMA), Brea City Employees' Association (BCEA), Administrative and Professional Employees' Association (APEA), Brea Police Management Association (BPMA), Brea Fire Association (BFA) and the Brea Fire Management Association (BFMA) - Kristin Griffith, Negotiator, Laura Drottz Kalty, LCW Attorney and Alexander Volberding, LCW Attorney

Mayor Hupp adjourned the Closed Session at 5:56 p.m.

2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - TIME 5:45 P.M.

2.A. Call to Order/Roll Call

Mayor Hupp called the Study Session to order at 6:01 p.m. All members were present.

2.B. Public Comment

None.

2.C. Clarify Regular Meeting Topics

None.

2.D. Continued Review of Existing General Municipal Tax in the City of Brea

Administrative Services Director Lo continued the review of the Business License Tax modernization effort and presented staff's recommended model, including updates based on prior City Council direction. She reviewed Model 4, which consolidates over 30 existing business categories into five broader categories and applies a flat \$55 rate for businesses with gross receipts up to \$25,000. She also discussed proposed rate structure options, including a phased implementation approach with a three-tiered rate increase to allow businesses to adjust incrementally and reduce immediate financial impacts. Staff presented revenue comparisons, noting that the proposed model is estimated to generate approximately \$1.7 million annually, compared to the City's current \$1.1 million in business license revenue.

Administrative Services Director Lo further outlined a proposed transition plan incorporating a 3% annual Consumer Price Index (CPI) adjustment beginning in Fiscal Year 2028 through 2053, along with updates to property rental rates to align with the overall modernization effort. She noted that the proposed starting rates would bring Brea's business license structure more in line with other Orange County cities and reviewed next steps, including community outreach and future Council actions.

The City Council discussed the proposal and inquired about ballot-related costs. Following discussion, the City Council directed staff to conduct outreach with businesses and the Chamber of Commerce and to return with feedback from those efforts.

2.E. Distinguished Brea Athlete Discussion

Deputy Director of Community Services Matlock provided a presentation on the Distinguished Brea Athlete Program and provided a program update, nominee selection, plaque options, and next steps. He acknowledged former Parks, Recreation, and Human Services Commissioner Bill McMillan for his role in developing the program policy. He also spoke about Distinguished Brea Athlete nominee, Jeanette Pohlen, former Brea Olinda High School athlete and current Stanford coach. He also discussed a proposed alternative plaque option due to cost considerations and noted that a donation was received and will be placed in a fund for future plaque replacement efforts.

The City Council inquired about retaining the option for a bronze plaque in addition to the alternative option. Staff indicated that additional research would be conducted regarding maintaining both options.

2.F. Review of Code of Ethics and Conduct for Elected and Appointed Officials

City Clerk Popescu provided the City Council with a review of the code of ethics and conduct for elected and appointed officials and discussed a summary of the Brea's code of conduct and model of excellence timelines over the last 25 years. She presented a draft of the document that updates language, cleans up formatting, merges previous documents to one consistent document and incorporates updates to address provisions of Senate Bill 707. Staff indicated that the code will be brought back to a future City Council Meeting for adoption.

Council Members discussed changes as it pertained to protocol for volunteers and interns.

2.G. SB 707 Updates to the Brown Act

City Clerk Popescu provided an overview of recent updates related to Senate Bill 707. She discussed provisions outlining eligibility requirements for remote participation by members of the legislative body and enhancements to public accessibility, including teleconferencing requirements that preserve public access at each remote locations. She noted that the legislation extends certain teleconferencing practices implemented during the COVID-19 pandemic and will be implemented in phases beginning in January 2026 and July 2026.

City Clerk Popescu further explained that several provisions are already in place and that the City is currently in compliance with multiple requirements under Senate Bill 707, while additional requirements will be implemented as mandated. She noted that the City is actively working to meet all compliance deadlines and that future items may be brought before the City Council to support implementation and address potential public engagement considerations.

2.H. Council Member Reports/Requests

Council Member Vargas commented on the placement of the General Session Consent Calendar prior to the Public Hearing and Administrative Items. City Manager Griffith provided clarification.

2.I. Study Session Adjournment

Mayor Hupp adjourned the Study Session at 6:45 p.m.

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

3.A. Call to Order/Roll Call

Mayor Hupp called the General Session to order at 7:01 p.m. All members were present.

3.B. Pledge of Allegiance

Brea Girl Scouts led the Pledge of Allegiance.

3.C. Invocation: Pastor Doug Green, North Hills Church

Pastor Doug Green, North Hills Church, led the Invocation.

3.D. Presentation: Carbon Canyon Helicopter Hydrant Station

City Engineer Chapman and Deputy Fire Chief Flores provided a presentation on the Carbon Canyon Helicopter Hydrant Station Dip Tanks. Staff discussed the project background, development agreement status, and next steps, and provided an overview of dip tank operations and their role in enhancing community safety.

City Council discussed regional water accessibility, refill times, and heli-hydrant locations.

In response to Council inquiries regarding manual refills for the Dip Tanks, Deputy Fire Chief Flores provided clarification on the remote activation of the automated valve and refill system.

3.E. Report - Prior Study Session

City Manager Griffith provided a report on the prior Study Session.

3.F. Community Announcements

Council Member Stewart announced California Mosquito Awareness Week and provided information on resources available to help residents stay safe during mosquito season. He encouraged residents to visit mosquitossuck.org for additional information.

Mayor Pro Tem Simonoff announced the City's Fire and Public Works Open House will take place on Saturday, May 2, from 10:00 a.m. to 2:00 p.m. at Fire Station 1, located on Berry Street between Lambert and Central. He noted that the event will include opportunities to view department equipment and vehicles, fire demonstrations, refreshments, and giveaways. He noted additional information can be found by visiting the City's website.

Council Member Marick announced the 2026 Summer Brea Line is now available to view online and indicated that residents can learn about the latest city news and summer programs and activities. She noted that residents may subscribe to receive future issues to their e-mail.

Council Member Vargas announced Go Serve Brea is still accepting volunteers and will take place on Saturday, April 25. He noted additional information can be found by visiting the City's website.

3.G. Matters from the Audience

Mark Strom spoke about the Costco development, transparency, e-mail exchanges, and documents produced in response to a public records request.

Nancy Clifton-Hawkins spoke regarding transparency and community engagement as it pertains to development.

Anne Hatami spoke on fiscal impact of the Costco development and Economic Development Agreement.

Felix Rode spoke on financial analysis of the Costco development and Economic Development Agreement.

Jean Chung spoke on the financial impact of the Costco development.

Bret Yourstone spoke regarding his experience with development projects and commented on past and future development in the City of Brea.

Dave Maxey spoke about his prior appeal of the Amazon development project and his experience working with the City, and encouraged residents to meet with City staff and developer.

Doug Green announced the Mayor's Prayer Breakfast taking place on May 6 from 6:45 a.m. - 8:30 a.m.

Keith Fullington spoke in support of the Costco development project and city events.

Mary Martinez spoke on her previous participation in Engage Brea and the Costco development.

Bev Perry spoke about the Costco development, Economic Development Agreement, and financial findings after speaking with City staff.

Craig Farris spoke about Dwight Manley and spoke in support of Costco.

Glen Vonhandle spoke about Costco, Dwight Manley, and City's finances.

3.H. Response to Public Inquiries

Mayor Hupp commented on the previous Amazon development project and emphasized the City's commitment to working collaboratively with residents and incorporating community input throughout the planning process.

City Manager Griffith commented on the work completed to date by Assistant City Manager/Community Development Director Killebrew on the proposed Costco development and encouraged residents to meet with him to discuss the project.

Assistant City Manager/Community Development Director Killebrew commented on his previous experience and welcomed residents to meet with him to discuss the proposed Costco project. He noted that staff is exploring innovative approaches to support development in the City of Brea and outlined potential opportunities for future community engagement and new things the City is implementing in its processes.

Mayor Hupp announced that the City Council agendas will be reorganized moving forward, with Consent Calendar Items being considered prior to Administrative Items and Public Hearings to better accommodate staff time.

4. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Simonoff and seconded by Council Member Stewart to approve the Consent Calendar items 4A - 4G. Motion passed 5-0-0-0 (Ayes: Hupp, Simonoff, Marick, Stewart, Vargas)

4.A. March 11, 2026 Special City Council Meeting Minutes

The City Council approved the March 11, 2026 Special City Council Meeting Minutes as written.

4.B. April 7, 2026 Regular City Council Meeting Minutes

The City Council approved the April 7, 2026 Regular City Council Meeting Minutes as written.

4.C. Adopt a Resolution Authorizing Persons Holding Certain Designated Positions to Execute the Urban Area Security Initiative Grant Documents for and on behalf of the City of Brea

The City Council adopted Resolution No. 2026-16, authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) Grant documents for and on behalf of the City of Brea; and authorized the City Manager, Police Chief or designated persons within the Brea Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; and approved an agreement with the City of Santa Ana for transfer or purchase of equipment/services or reimbursement of training costs; and authorized the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and authorized the Police Chief to execute the agreement.

4.D. Distinguished Brea Athlete

The City Council adopted Resolution No. 2026-17, approving the name of Janette Pohlen as a Distinguished Brea Athlete and adding a plaque honoring her to the Distinguished Brea Athlete Wall of Honor at the Brea Sports Complex; and approved staff moving forward with the proposed non-bronze plaque to honor Distinguished Brea Athletes for any new honorees after the inaugural bronze bronze plaques were placed in 2010.

4.E. Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7

The City Council received and approved the annual Engineer's report for Landscape and Lighting Maintenance District's Nos. 1, 2, 3, 4, 5, 6, and 7, and Resolution Nos. 2026-18 - 2026-24 to set a Public Hearing for each District on June 2, 2026 at 7:00 p.m.

4.F. Monthly Report of Investments for the City of Brea for Period Ended March 31, 2026

The City Council received and filed the Monthly Report of Investments for the City of Brea for the period ended March 31, 2026.

4.G. March Outgoing Payment Log and City Disbursement Registers for April 3, April 10, and April 17

The City Council received and filed the Outgoing Payment Log and City Disbursement Registers for April 3, April 10, and April 17, 2026.

5. CITY/SUCCESSOR AGENCY - CONSENT

A motion was made by Council Member Vargas and seconded by Council Member Stewart to approve City/Successor Agency Consent Item 5A. Motion passed 5-0-0-0 (Ayes: Hupp, Simonoff, Marick, Stewart, Vargas)

5.A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended March 31, 2026

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for the period ended March 31, 2026.

6. PUBLIC HEARING

A motion was made by Mayor Pro Tem Simonoff and seconded by Council Member Stewart to approve Item 6A. Motion passed 5-0-0-0 (Ayes: Hupp, Simonoff, Marick, Stewart, Vargas)

6.A. Public Hearing to Consider an Ordinance to Amend Chapter 1.04: "Penalties, Administrative and Civil Remedies, and General Provisions"

Management Analyst Magaña provided a presentation on the item and reviewed the short-term rental pilot program and current ordinance, including recent regulatory updates, proposed ordinance modifications, and notification requirements.

Mayor Hupp opened the public hearing. Seeing no members of the public wishing to address the Council, Mayor Hupp closed the public hearing.

Council discussed building and safety code violations, fine amounts, and code enforcement officer position and funding.

7. ADMINISTRATIVE ITEMS

7.A. City Council Meeting Telephonic/Internet Service Disruption Policy

City Clerk Popescu provided a presentation on the item and reviewed Senate Bill 707, which amends the Brown Act and establishes new requirements for teleconferencing and remote participation. She explained that these changes prompted the development of a proposed Telephonic/Internet Service Disruption Policy to address interruptions to two-way telephonic or

audiovisual meeting services. She noted that the proposed policy outlines procedures for responding to service disruptions and is intended to ensure compliance with Senate Bill 707 requirements prior to the July 1, 2026 deadline, while maintaining public access and participation during technical interruptions.

The City Council discussed the item and expressed concerns regarding screening remote public participation.

City Clerk Popescu noted that staff will address these concerns through future policies and procedures.

A motion was made by Council Member Vargas and seconded by Mayor Pro Tem Simonoff to approve Administrative Item 7A. Motion passed 5-0-0-0. (Ayes: Hupp, Simonoff, Marick, Stewart, Vargas)

7.B. Waste Infrastructure System Enterprise Agreement with the County of Orange

Mayor Pro Tem Simonoff recused himself from the item and left the meeting at 8:49 p.m.

Senior Management Analyst Cuevas provided a presentation and background information on the Waste Infrastructure System Enterprise Agreement (WISE) and the disposal rates, residential and commercial rate impact, additional terms, budget adjustments and staff recommendations.

Council discussed differences in rates, timelines, and provided direction to staff on resident informational outreach.

Tom Koutroulis, Director OC Waste & Recycling (OCWR), for the County of Orange also provided information to Council.

A motion was made by Council Member Stewart and seconded by Council Member Vargas to approve Administrative Item 7B. Motion passed 4-0-0-1. (Ayes: Hupp, Marick, Stewart, Vargas; Recused: Simonoff)

8. ADMINISTRATIVE ANNOUNCEMENTS

8.A. City Manager

None.

8.B. City Attorney

None.

8.C. Council Requests

None.

9. COUNCIL ANNOUNCEMENTS

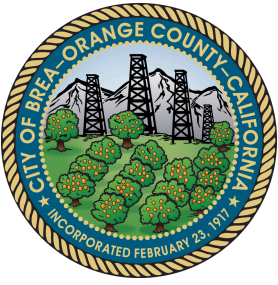
9.A. Council Announcements

None.

10. ADJOURNMENT

10.A. Meeting Adjournment

Mayor Hupp adjourned the General Session at 9:04 p.m.



CITY *of* BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 4B.

Sourcewell Maintenance Agreement with TK Elevator Corporation

TO	PREPARED BY
Honorable Mayor and City Council Members	Eric Aulls, Public Works Manager
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve a Cooperative Purchase Agreement with TK Elevator Corporation for citywide elevator preventative maintenance service for a three (3) year term for \$33,600 per year, for a total of \$100,800.

BACKGROUND/DISCUSSION

At the Civic Center there are five (5) TK Elevators. In the Downtown Brea Parking Structures, there are two (2) TK Elevators and four (4) Schindler elevators for a total of 11 elevators that require monthly state inspections and preventative maintenance to operate safely. Currently, the City uses as-needed service with TK Elevator Corporation and GMS Elevator Services, Inc. for elevator maintenance and repairs, with TK Elevators providing elevator maintenance for the City for over 46 years. Although the City has been able to use multiple elevator service companies, many elevator parts are manufactured by TK Elevator Corporation and require purchasing parts for repairs from TK Elevator Corporation. This Cooperative Purchasing Agreement (CPA) would allow the City to provide more time efficient repairs and preventative maintenance to the elevators, and lower repair costs for elevators at any of the 11 locations.

The CPA allows the City to piggyback on contracts that have already undergone the competitive bidding process. Piggybacking allows the City to take advantage of favorable pricing under the CPA without going through a traditional Request for Proposal process. TK Elevator Corporation, a national corporation, is currently under contract with Sourcewell, which is a State of California local government agency and service cooperative. The City of Brea Public Works Department has worked with TK Elevator Corporation in the past through a CPA with Sourcewell to provide routine state-required inspections, preventative maintenance and repairs.

The Public Works Department has considered continuing as-needed elevator services but has found that this option is not the most time or cost efficient approach. The CPA would provide preventative maintenance services for the elevators, including addressing major and catastrophic failures and emergencies; therefore, preventing the need for costly as-needed repairs. Additionally, since many of the elevator parts are proprietary to TK Elevator Corporation, the CPA will ensure the ease and efficiency of securing the needed parts for repairs.

COMMISSION/COMMITTEE RECOMMENDATION

On April 28, 2026, the Finance Committee recommended additional clarification of the Fiscal Impact below regarding the CPI increase and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

Based on the TK Elevator Corporation's ability to meet all Public Work's requirements, including pricing, responsiveness, and overall stability, staff recommends the approval of the Cooperative Purchase Agreement with TK Elevator Corporation for a three (3) year term, at \$33,600 per year, for a total of \$100,800. A CPI adjustment will be effective year two (2) of the agreement, July 1, 2027 and July 1, 2028, and TK Elevator Corporation will have the option to request a CPI adjustment. The CPI adjustment will be based on 80% of labor costs of straight time rate of elevator mechanics in the local area and 20% on the Producer Price Index of Metal and Metal Products, published by the United States Department of Commerce, Bureau of Labor Statistics, and capped at 4% each year thereafter. The Public Works Building Division has identified sufficient funds in Fund 490 in the FY 2025-26 budget. No additional appropriation is needed.

Attachments

[TKE_Sourcwell_Agreement_2026.pdf](#)

Sourcewell Maintenance Agreement – #052224

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter “Agreement”) made and entered into on this __ day of _____, 2026, by and between the City of Brea, a municipal corporation, 1 Civic Center Circle, Brea, Ca 92821-5792, hereinafter referred to as “Purchaser”), and TK Elevator Corporation, a Delaware corporation, 3100 Interstate n Circle SE Atlanta, GA 30339 (hereinafter referred to as "Service Provider"). In consideration of the mutual covenants contained herein, Service Provider agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser’s vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). A Location requirement shall be considered “Accepted” if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed to and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the “equipment”) on the terms and conditions set forth in this Agreement (the “Services”). The term “Property” hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser’s equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider’s sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement. Services will be performed on a quarterly basis for the hydraulic units and monthly for the traction units. TK Elevator will test firefighters service (Phase I & II) during each regularly scheduled service visit and will perform the required record

keeping in accordance with Title 8, California Code of Regulations, Sec. 3000(h), and ASME Rule 1206.7. Purchaser is responsible for maintaining long term storage of such records.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

- a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
- b) Agree to mutual objectives and timescales;
- c) Assess the overall performance of this Agreement by each party;
- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine thrust bearings, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2 g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2 i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3 a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3 b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test at Purchaser's expense.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall maintain, but not replace, all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement at Purchaser's expense. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative for an additional cost at our standard billing rates.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15 b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16 a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners, ropes, sheaves, drives, hoist motors, machines and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, pump motors, valves, jack packings, hydraulic oil replacement, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes at Purchaser's expense.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and add fluid as required to keep the tank unit full and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Should Purchaser's Unit(s) require any type of equipment testing as required by any applicable law and/or code, such testing is expressly excluded from this Agreement and we will provide Purchaser with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should Purchaser's Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely Purchaser's responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, Purchaser agrees that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we properly perform at any time under this Agreement.

Should Purchaser's jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, Purchaser agrees to pay for any costs of that individual along with any inspection/coordination fees.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this

Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

Labor Code Requirements. Service Provider is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and for “maintenance” work. Since the work performed under this Agreement involves the performance of “maintenance,” as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Service Provider agrees to fully comply with such Prevailing Wage Laws. Service Provider and all subcontractors shall comply with all California Labor Code provisions, including, but not limited to, payment prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), debarment of contractors and subcontractors (Labor Code Section 1777.1), and contractor and subcontractor registration (Labor Code Sections 1725.5 and 1771.1).

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of Three (3) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for up to three (3) successive One (1) Year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial Three (3) Year, or ninety (90) days before the end of any subsequent One (1) Year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Sourcewell Contract may exceed the term of the Sourcewell Agreement. The terms and conditions of the Sourcewell Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members’ local maintenance agreement. Maintenance Agreements can be as long as the Sourcewell members request provided they are in accordance with local laws and regulations.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider’s regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as “Gold” within the Exhibit “A”, any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as “Platinum” within the Exhibit “A”, any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as “Platinum Premier” within the Exhibit “A”, for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

For specified locations marked as “Bronze” within the Exhibit “A”, We will service Purchaser’s elevator/lift equipment described in this agreement under “Bronze” coverage on a quarterly basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered “Overtime”.

Thyssenkrupp Elevator will perform the following services:

Examine Purchaser’s elevator/lift equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:

- Controller
- Machine
- Motor
- Interlocks

Lubricate guide rails

Make minor adjustments at the time of the regular examinations. Parts repair and replacement repair and/or replacement parts and labor are not included in the agreement without an additional charge. Service Provider will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider’s service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a “Fixed Price Period”. Since Service Provider’s costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider’s lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of this Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers’ Compensation Statutory Limits

Employer’s Liability \$1,000,000 each accident
\$1,000,000 policy limit-disease
\$1,000,000 disease-each employee
General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary: \$2,000,000 each occurrence – BI & PD
\$2,000,000 general aggregate
\$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives are to be covered as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Service Provider including materials, parts or equipment furnished in connection with such work or operations. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

The commercial general liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both the CG 20 10 or CG 20 26, and CG 20 37 or their equivalent.

Waiver of Subrogation: Required insurance policies shall not prohibit Service Provider from waiving the right of subrogation prior to a loss. The Service Provider shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

15. PURCHASER RESPONSIBILITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, pump motors, valves, jack packings, ropes, sheaves, drives, machines, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and

lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire. Purchaser may terminate this Agreement should Service Provider fail to cure any default within thirty (3) days of service by Purchaser of a notice of default and demand to cure.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, and excepting claims and liabilities for bodily injury, death and/or property damage, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

Subject to the foregoing, and to the fullest extent permitted by law, Service Provider will defend, indemnify and hold Purchaser, its elected officials, officers, employees and volunteers, harmless with respect to any and all claims, losses, stop notices, and liabilities to the extent arising out of or related to Service Provider's performance of this Agreement. Service Provider's foregoing obligation shall not apply to claims and liabilities arising out of the sole negligence or willful misconduct of any indemnified party.

18.3 **Non-Appropriation.** Purchaser is subject to the California Constitutional Debt Limit rule. Therefore, during any of Purchaser's fiscal years, should its governing body fail to appropriate funds sufficient to pay for the following year's fees due hereunder, Purchaser may terminate this Agreement without penalty by providing at least thirty (3) days prior, written notice.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 The parties hereby waive trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the State of California without regard for conflicts of laws principles. The parties further agree to jurisdiction of the courts, both state and Federal, in the County of Orange, California as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 Except for Service Provider's indemnification obligations herein, the liability of the parties' under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of this Agreement or the applicable Location(s) Agreement, whichever is longer.

22.8 This Agreement supersedes all prior oral or written agreements between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is

transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

TK Elevator Corporation
3100 Interstate N Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator

This Agreement has been prepared in duplicate, of which each party has received a copy.

TK Elevator: Opportunity ID:

ACCEPTED:

City of Brea

TK ELEVATOR CORP.

BY:

Signature of Authorized Individual

BY:

Signed by:
chad kerr

841B6317B574498...
chad kerr

TITLE:

TITLE: Branch Account Executive General Manager

DATE:

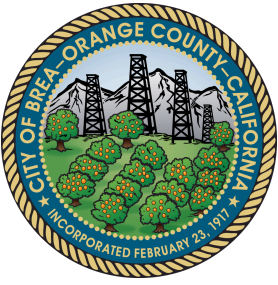
DATE: 4/22/2026

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name – City of Brea
Location Address – see table below
Unit Count - 11
Unit Type – please see below table
Contract Type – Gold
Contract Price: \$2,800
Billing Frequency - Monthly
Billing Rates – 20% discounted

Equipment Type	Building Name	Address	Nickname	Stops	Controller Manufacturer	Price per Month
Hydraulic	Brea Super Block 1 Parking Structure	235 Orange Ave S, Brea, CA 92821	1	4	thyssenkrupp Elevator	\$200
Hydraulic	Brea Super Block 1 Parking Structure	235 Orange Ave S, Brea, CA 92821	2	4	thyssenkrupp Elevator	\$200
Hydraulic	Theater Parking 1	101 Brea Blvd S, Brea, CA 92821	1	4	Schindler	\$200
Hydraulic	Theater Parking 2	101 Brea Blvd S, Brea, CA 92821	2	4	Schindler	\$200
Hydraulic	Theater Parking 2	175 Madrona Ave, Brea, CA 92821	Left	6	Schindler	\$200
Hydraulic	Theater Parking 2	175 Madrona Ave, Brea, CA 92821	Right	6	Schindler	\$200

Geared (Traction)	Brea Civic Circle	800 Birch St E, Brea, CA 92821	1	5	thyssenkrupp Elevator	\$500
Geared (Traction)	Brea Civic Circle	800 Birch St E, Brea, CA 92821	2	5	thyssenkrupp Elevator	\$500
Hydraulic	Brea Civic Circle	800 Birch St E, Brea, CA 92821	FRT	4	Dover	\$200
Hydraulic	Brea Civic Circle	800 Birch St E, Brea, CA 92821	Executive	4	MCE	\$200
Hydraulic	Brea Civic Circle	800 Birch St E, Brea, CA 92821	Plaza	4	MCE	\$200



CITY *of* BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 4C.

Second Reading and Adoption of Ordinance No. 1273 to Amend Chapter 1.04: “Penalties, Administrative and Civil Remedies, and General Provisions”

TO	PREPARED BY
Honorable Mayor and City Council Members	Joselyn Magana, Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommend that the City Council take the following actions:

1. Waive full reading of and adopt Ordinance No. 1273 titled “An Ordinance of the City Council of the City of Brea Revising Penalties and Remedies for Violations of the Brea City Code, and Amending Title 1 (General Provisions) of the Brea City Code” (Attachment A).

These recommendations are a result of recent program implementation, and a desire to update specific administrative citation fines to align with current State law.

BACKGROUND/DISCUSSION

On [January 20, 2026](#), the Brea City Council adopted Ordinance No. 1270, authorizing a limited-term, pilot, short-term rental program. With the adoption of Ordinance No. 1270, the program’s provisions were codified in the Brea City Code (BCC) as Chapter 5.32. Chapter 5.32 establishes operational standards and compliance requirements for short-term rental operators. To ensure consistent enforcement, Chapter 5.32 references existing administrative citation procedures outlined in BCC Chapter 1.04.

Under prior State law, administrative fines were limited to \$100 for a first violation, \$200 for a second violation of the same ordinance within one year of the first violation, and \$500 for each additional violation within one year of the first violation. On September 21, 2021, the State of California enacted Senate Bill 60 (“SB 60”), which enhanced administrative fine thresholds for infractions related to residential short-term rental ordinances. SB 60 amended Sections 25132 and 36900 of the Government Code, which outlines the administrative citation framework for jurisdictions.

SB 60 authorizes a higher fine threshold for short-term rental code violations. Under SB 60, the maximum fines for short-term rental violations are \$1,500 for a first violation, \$3,000 for a second violation of the same ordinance within one year, and \$5,000 for each additional violation of the same ordinance within one year of the first violation. Given that the City's short-term rental code language references Chapter 1.04 for administrative penalties, staff is recommending an update to increase administrative fines specific to short-term rental infractions to align with State law. This approach is consistent with SB 60, which authorizes jurisdictions to adopt higher fine thresholds for short-term rental violations, provided a hardship waiver process is available. Chapter 1.04 already includes provisions outlining the City's hardship waiver process.

Additionally, SB 60 authorizes increased penalties for infractions related to building and safety code violations, including provisions applicable to commercial properties. These provisions allow the City to adjust penalties based on the nature and severity of the violation. The enhanced administrative penalties are intended to promote compliance and serve as a deterrent to repeat violations. In addition, the proposed updates would provide staff with stronger enforcement tools based on the severity and frequency of violations. Collectively, these changes strengthen the City's ability to ensure compliance while maintaining consistency with State law.

For reference, the charts below reference the existing and proposed fines for short-term rental infractions to be aligned with State law:

Existing Short-Term Rental City Code Infractions

FINE	VIOLATION FREQUENCY
\$100	First Violation
\$200	Second Violation within One (1) year
\$500	Third or Subsequent Violation within One (1) year

Proposed Short-Term Rental City Code Infractions

FINE	VIOLATION FREQUENCY
\$1,500	First Violation
\$3,000	Second Violation within One (1) year
\$5,000	Additional Violations within One (1) year

For reference, the charts below reference the existing and proposed fines for building and safety infractions to be aligned with State law:

Existing Building and Safety City Code Infractions

FINE	VIOLATION FREQUENCY
-------------	----------------------------

\$100	First Violation
\$500	Second Violation within One (1) year
\$1,000	Third or Subsequent Violation within One (1) year

Proposed Building and Safety City Code Infractions

FINE	VIOLATION FREQUENCY
\$130	First Violation
\$700	Second Violation within One (1) year
\$1,300	Additional Violations within One (1) year
\$2,500*	Each Additional Violation of the same Ordinance within two (2) years *

*Applicable Only to Commercial Properties

With the recent adoption of Ordinance No. 1270, staff recommend amending Chapter 1.04 to incorporate enhanced enforcement penalties specific to short-term rental and building and safety code violations. The proposed amendments would align the City's administrative process with SB 60 and provide a more effective mechanism to address violations that may impact public health, safety, and quality of life in Brea.

This Ordinance was introduced at the April 21, 2026 City Council Meeting.

FISCAL IMPACT/SUMMARY

The current administrative citation fine framework generated \$8,868 for Fiscal Year (FY) 2024-2025 and approximately \$19,125 for FY 2025-2026. Administrative citation fines are issued upon the determination of a violation. Should the number of violations stay relatively consistent in future years, increasing fines to the proposed amounts for short-term rental and building and safety violations is anticipated to increase revenue.

Revenues collected from administrative citations are deposited into the General Fund (110).

Attachments

[Attachment A - Ordinance](#)

[Attachment B - Exhibit A](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA
REVISING PENALTIES AND REMEDIES FOR VIOLATIONS OF THE
BREA CITY CODE, AND AMENDING TITLE 1 “GENERAL PROVISIONS”
OF THE BREA CITY CODE**

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

A. RECITALS:

(i) Pursuant to the City’s police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances for the public peace, health, safety, and welfare of the City and its residents.

(ii) On January 21, 2026, the City Council adopted an Ordinance No. 1270 establishing licensing and regulations for a limited-term, pilot short-term rental program in the City.

(iii) Ordinance No. 1270 references existing administrative citation procedures as set forth in Brea Municipal Code Chapter 1.04.

(iv) Pursuant to Chapter 1.04, the City adopted an administrative fine and citation program for violations of the Brea Municipal Code with fines capped at the maximums allowed by state law in California Government Code Section 36900.

(v) On September 21, 2021, the Governor signed into law Senate Bill 60 (“SB 60”) which amended Government Code Section 36900 to increase the maximum fines for violations of local building codes and to add additional higher fines for violations of local short term rental laws. SB 60 also imposes a requirement that the City establish a process for granting a hardship waiver to reduce the amount of a fine upon a showing by the

responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

(vi) Subsequently, the City Council has determined to update the administrative fine framework for short-term rental and building and safety violations to provide a more effective mechanism in addressing violations that may impact public health, safety, and quality of life in Brea. The proposed amendments to Title 1 of the existing Brea City Code as proposed by this Ordinance, is shown in Exhibit A attached hereto.

(vii) All legal prerequisites for the adoption of this Ordinance have occurred.

B. ORDINANCE:

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

SECTION 2. Code Amendment. Subsection “E” of Section 1.04.010 (Penalties and General Provisions) of Chapter 1.04 (Penalties, Administrative and Civil Remedies, and General Provisions) of Title 1 (General Provisions) of Part 1 (Municipal Code) of the Brea City Code is amended to read as follows:

“ E.

1. Unless otherwise provided by law, any person who has committed an infraction shall be punished for a first violation by a fine not exceeding one hundred dollars (\$100), and for committing the same offense a second time within one (1) year by a fine not exceeding two hundred dollars (\$200), and for committing the same offense a

third or any subsequent time within one (1) year, by a fine not exceeding five hundred dollars (\$500).

2. Pursuant to Government Code Section 36900(c) and notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction that poses a threat to public health or safety is punishable by the following:

- i. A fine not exceeding one hundred thirty dollars (\$130) for the first violation.
- ii. A fine not exceeding seven hundred dollars (\$700) for the second violation of the same ordinance within one (1) year.
- iii. A fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance.
- iv. A fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same ordinances within two (2) years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to the failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

3. Pursuant to Government Code Section 36900(d), and notwithstanding any other law including subsections D.1. and E.1. above, and Section 1.04.090, a violation of Brea Municipal Code Chapter 5.32 related to short-term rentals that is determined to be an infraction that poses a threat to public health or safety is punishable by the following:

- i. A fine not exceeding one thousand five hundred dollars (\$1,500) for any other first violation.
- ii. A fine not exceeding three thousand dollars (\$3,000) for a second violation of the same ordinance within one (1) year.
- iii. A fine not exceeding five thousand dollars (\$5,000) for each additional violation of the same ordinance within one (1) year of the first violation.”

SECTION 3. **CEQA.** The City Council finds and determines that adoption of this Ordinance is exempt from California Environmental Quality Act review pursuant to statutory and categorical exemptions including California Code of Regulations Title 14, Section 15061(b)(3).

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or

portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

SECTION 6. The City Clerk shall certify to the passage of this Ordinance.

APPROVED AND ADOPTED this ___ day of _____, 2026.

Cecilia Hupp, Mayor

ATTEST:

Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City

of Brea held on the ___ day of _____, 2026, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2026

Victoria Popescu, City Clerk

EXHIBIT A TO ORDINANCE NO. XXXX

The proposed language modifications area shown below as ~~striketrough~~ deletions and underline font additions.

Chapter 1.04. PENALTIES, ADMINISTRATIVE AND CIVIL REMEDIES, AND GENERAL PROVISIONS

§ 1.04.010. PENALTIES AND GENERAL PROVISIONS.

A. No person shall violate or fail to comply with any provision or requirement of this code or any other city ordinance. Any person who shall violate or fail to comply with any provision or requirement of this code or any other city ordinance, or a condition of any permit issued pursuant to this code or any other city ordinance, shall be guilty of a misdemeanor, unless (1) such a violation or failure is designated as an infraction or is subsequently prosecuted as an infraction, in which case such person shall be guilty of an infraction; or (2) such a violation or failure is prosecuted as a civil administrative action pursuant to this chapter. Any person, business, organization, corporation or other entity that fails to pay an administrative fine or to comply with an administrative order is guilty of a misdemeanor as provided in this chapter.

B. Any violation of any provision of this code or any other city ordinance may be prosecuted as a misdemeanor unless otherwise provided in the code, as an infraction, or as a civil administrative action in the discretion of the City Attorney or City Prosecutor.

C. Every day any violation of this code or any other city ordinance shall constitute a separate offense.

D. Unless otherwise specifically provided in this code or by the City Council, any person guilty of a misdemeanor for violation of a provision of this code shall be punished by a fine of not more than one thousand dollars (\$1,000), or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment.

E.

1. Unless otherwise provided by law, any person who has committed an infraction shall be punished for a first violation by a fine not exceeding one hundred dollars (\$100), and for committing the same offense a second time within one (1) year by a fine not exceeding two hundred dollars (\$200), and for committing the same offense a third or any subsequent time within one (1) year, by a fine not exceeding five hundred dollars (\$500).

2. Pursuant to Government Code Section 36900 (c) and notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction that poses a threat to public health or safety is punishable by the following:

- i. A fine not exceeding one hundred thirty dollars (\$130) for the first violation.
- ii. A fine not exceeding seven hundred dollars (\$700) for the second violation of the same ordinance within one (1) year.

- iii. A fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance.
 - iv. A fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same ordinances within two (2) years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to the failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.
3. Pursuant to Government Code Section 36900(d), and notwithstanding any other law including subsections D.1. and E.1. above, and Section 1.04.090, a violation of Brea Municipal Code Chapter 5.32 related to short-term rentals that is determined to be an infraction that poses a threat to public health or safety is punishable by the following:
- i. A fine not exceeding one thousand five hundred dollars (\$1,500) for any other first violation.
 - ii. A fine not exceeding three thousand dollars (\$3,000) for a second violation of the same ordinance within one (1) year.
 - iii. A fine not exceeding five thousand dollars (\$5,000) for each additional violation of the same ordinance within one (1) year of the first violation.

~~Notwithstanding the foregoing, any person who has been convicted of violating any provision of a Building and Safety Code of the city, or failing to comply with any of the requirements thereof, where such violation or failure is deemed to be an infraction, is punishable for a first violation by a fine not exceeding one hundred dollars (\$100), and for committing the same offense a second time within one (1) year by a fine not exceeding five hundred dollars (\$500), and for committing the same offense a third or any subsequent time within one (1) year, by a fine not exceeding one thousand dollars (\$1,000).~~

F. Notwithstanding any other provision of this code, when a person under eighteen (18) years of age is charged with a violation of this code, and such person is issued a notice to appear in a traffic court of competent jurisdiction as a result thereof, the charge shall be deemed to be an infraction unless the minor requests that a petition be filed pursuant to Cal. Welf. and Inst. Code § 601 or 602.

G. The violation of any of the provisions of this code or any city ordinance constitutes a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

H. The City Council declares that, should any provision, section, paragraph, sentence or word of this code or city ordinance be rendered or declared invalid by any final court action by a court of competent jurisdiction, or by reason of any preemptive

legislation, the remaining provisions, sections, paragraphs, sentences and words of this code and such ordinance shall remain in full force and effect.

I. The provisions of this chapter are alternative and in addition to any other provision of this code wherein a specific criminal, civil or administrative penalty and/or procedure for enforcement, is provided.

§ 1.04.020. MANDATORY APPEARANCE REQUIRED.

Whenever any person is arrested for any violation of this code, the arrested person shall be taken without unnecessary delay before a magistrate who has jurisdiction over the offense and is nearest or most accessible with reference to the place where the arrest is made, when the person arrested:

(1) Fails to present a driver's license or other satisfactory evidence of identity for examination.

(2) Refuses to give a written promise to appear in court.

(3) Demands an immediate appearance before a magistrate.

§ 1.04.030. ARRESTS AND CITATIONS.

A. Pursuant to the provisions of state law, the city officers or employees designated by the City Manager to make misdemeanor arrests may issue citations and make arrests without a warrant whenever they have reasonable cause to believe that the person who is either arrested or to whom a citation is issued has committed an infraction or misdemeanor violation of this code, or violation of any condition of any

permit issued pursuant to this code or violation of any other city ordinance or state statute which such officers or employees have the duty to enforce, and the violation has been committed in the presence of such officers or employees.

B. Arrests for misdemeanors and citations for infractions shall be processed, issued and handled as provided by state law.

C. In any case in which a person is arrested pursuant to this authority and the person arrested does not demand to be taken before a magistrate, the officer or employee making the arrest shall prepare a written notice to appear and release the person on his or her promise to appear, as prescribed by Chapter 5C, commencing with § 853.5, of the Cal. Penal Code.

D. The officers and employees identified in subparagraph A. of this section and any other persons designated to do so by the City Manager shall have the concurrent authority to issue administrative citations.

§ 1.04.040. ADMINISTRATIVE PENALTIES.

In addition to, or in place of, any other remedy which is allowed by law, whether administrative, criminal, civil, or equitable, there is hereby established an administrative penalty that may be imposed in connection with any violation of this code. The City Attorney or City Prosecutor shall have sole discretion to determine whether a violation will be prosecuted criminally.

§ 1.04.050. DEFINITIONS.

The following words and phrases, when used in the context of this chapter, shall have the following meanings:

"CITING OFFICIAL." Any officer or employee authorized by the City Manager to issue citations, and subject to § 1.04.030 of this code.

"CITY MANAGER." The City Manager of the City of Brea, or the City Manager's designee.

"LEGAL INTEREST." Any ownership interest of any person in real property as evidenced by title or ownership documents or instruments which have been recorded with the Orange County Recorder's Office or which are on file with, or in possession of, any other governmental entity. "Legal interest" shall also include the property interest of lessees or tenants of real property, as well as all sublessors thereof.

"PERSON." Any natural person, business, organization, corporation or other entity.

"RESPONSIBLE PERSON." Any natural person, business, organization, corporation, or other entity determined by a citing official to be responsible for causing, maintaining, permitting, or allowing a violation of this code. "Responsible person" includes but is not limited to any person, business, organization, corporation, or other entity having an ownership or possessory interest in property, or any agent thereof with actual or apparent authority, possession, or control of property, as well as any other person, business, organization, corporation or other entity that creates, permits, or allows a violation of this code to occur or be maintained.

§ 1.04.060. ADMINISTRATIVE CITATION.

Any person violating or who has violated any section of this code that is subject to this chapter may be issued an administrative citation by a citing official as provided in this chapter.

§ 1.04.070. CONTENT OF ADMINISTRATIVE CITATION.

An administrative citation shall contain all of the following information:

- A. The date and location of the violation and the approximate time the violation occurred or was detected.
- B. The code section violated and a description of the violation.
- C. The amount of the fine imposed for the violation, and the time within which and the place at which the fine shall be paid.
- D. An order prohibiting another occurrence of the code violation.
- E. A description of the administrative citation review process, including the time within which to contest the administrative citation and the place from which to obtain a request for hearing form to contest the administrative citation.
- F. The name and signature of the citing official.

§ 1.04.080. PROCEDURE FOR SERVING ADMINISTRATIVE CITATION OR COMPLIANCE ORDER.

Except as provided below, the citing official may issue an administrative citation, on a form approved by the City Manager or, pursuant to this chapter, serve a compliance order on a responsible person using either of the following methods:

A. Personal service. The citing official may issue the administrative citation or serve a compliance order by personal delivery thereof to a responsible person. The citing official shall attempt to obtain on the administrative citation or compliance order the signature of the responsible person. If the responsible person or person served refuses or fails to sign the administrative citation or compliance order, the failure or refusal to sign shall not affect the validity of the citation, the compliance order or of subsequent proceedings. Service shall be deemed effective on the date of delivery.

B. Mail. The citing official may mail the administrative citation or compliance order to the responsible person by registered mail. Service shall be deemed effective on the date of mailing.

C. Posting. If the citing official does not succeed in serving the responsible party personally or by registered mail, the citing official shall post the administrative citation or compliance order on any real property within the city in which the responsible person has a legal interest and, when so posted, shall be deemed effective service as of that date.

D. Publication. If the citing official does not succeed in serving the responsible person personally, by registered mail or by posting, the citing official shall cause the administrative citation to be published once a week for four (4) successive weeks in a

local newspaper published, in English, at least once a week. Service shall be deemed effective upon the final date of publication.

§ 1.04.090. ADMINISTRATIVE FINE.

A. For any violation of this code for which there is no specific administrative penalty established in this code or by the City Council, the fine shall be in the amount of one hundred dollars (\$100) for a first violation; two hundred dollars (\$200) for a second violation of the same provision of this code within a twelve (12) month period; and five hundred dollars (\$500) for each additional violation of the same provision of this code within a twelve (12) month period.

B. Administrative fines assessed pursuant to an administrative citation are a debt owed to the city.

§ 1.04.100. PAYMENT OF ADMINISTRATIVE FINE.

The fine imposed pursuant to this chapter for a particular violation and for any subsequent violation of the same code section, shall be in the amount set forth in the Bail Schedule established by resolution of the City Council. The administrative fine shall be paid to the City Clerk within twenty (20) days from the date of service of the administrative citation. If, after a hearing requested pursuant to this chapter, the Hearing Officer determines that the administrative citation should be cancelled, the administrative fine shall be refunded in accordance with the provisions of this chapter.

§ 1.04.110. REQUEST FOR ADMINISTRATIVE HEARING.

A. Any responsible person to whom an administrative citation is issued may contest the citation by (1) completing a request for hearing form and returning it to the City Clerk; and (2) either depositing the administrative fine with the City Clerk or providing notice that a request for an advance deposit hardship waiver has been filed pursuant to this chapter. A request for hearing form may be obtained from the City Clerk.

B. Any responsible person desiring an administrative hearing shall file with the City Clerk a completed request for hearing form and the administrative fine or completed hardship waiver form pursuant to this chapter within twenty (20) days from the date of service of the administrative citation. In the event of any dispute as to the date of filing, the date indicated on a file stamped copy in the City Clerk's office or a City Clerk-file stamped copy in the possession of the responsible party shall control. The responsible person's failure to file the request for hearing form and the fine or hardship waiver form within twenty (20) days of the date of service of the administrative citation shall constitute a waiver of the right to a hearing.

C. The person requesting the hearing shall be notified by registered mail of the time and place of the hearing at least ten (10) days before the date of the hearing. Any documentation, other than the administrative citation the citing official has submitted or will submit to the Hearing Officer, shall be served on the person requesting the hearing by registered mail at least five (5) days before the date of the hearing.

§ 1.04.120. ADVANCE DEPOSIT HARDSHIP WAIVER.

A. Any responsible person who requests an administrative hearing and who is financially unable to deposit the administrative fine as provided in this chapter may file a request for an advance deposit hardship waiver. The request shall be filed with the City Clerk on an advance deposit hardship waiver application form, available from the City Clerk, no later than twenty (20) days after service of the administrative citation. The responsible person's failure to file a completed form, with all supporting documents, within twenty (20) days after service of the administrative citation shall constitute a waiver of the right to receive a hardship waiver. In the event of any dispute as to the date of filing, the date indicated on a file stamped copy in the City Clerk's office or a City Clerk-file stamped copy in possession of the responsible party shall control.

B. The City Manager may issue an advance deposit hardship waiver only if the person requesting the waiver submits a sworn affidavit, together with any supporting documents, demonstrating to the satisfaction of the City Manager, the person's financial inability to deposit with the city the full amount of the fine in advance of the hearing. The City Manager shall issue a written decision specifying the reasons for issuing or not issuing the waiver. The decision shall be served upon the person requesting the waiver by registered mail. The decision shall be deemed served on the date of mailing. If the City Manager determines that the waiver is not warranted, the person shall remit the full amount of the fine to the City Clerk within ten (10) days of service of the City Manager's written decision. The City Manager's decision whether to issue a hardship waiver shall be final.

§ 1.04.130. TIME FOR ADMINISTRATIVE HEARING.

Only after a request for hearing form is received by the City Clerk within the required period, and the responsible person requesting the hearing has either deposited the administrative fine in full or obtained an advance deposit hardship waiver (hereinafter a “perfected appeal”), shall the city set the date and time for the administrative hearing. The hearing shall be set for a date not less than fifteen (15) days nor more than sixty (60) days after an appeal becomes a perfected appeal. The city shall send notice of the date, time, and place of the hearing to the person requesting the hearing by registered mail at least ten (10) days before the date of the hearing.

§ 1.04.140. REQUEST FOR CONTINUANCE OF HEARING.

The responsible person requesting a hearing may request one continuance, and the city may continue the hearing on its own initiative, but in no event shall the hearing begin later than ninety (90) days after the date the appeal becomes a perfected appeal.

§ 1.04.150. APPOINTMENT OF ADMINISTRATIVE HEARING OFFICER.

The City Manager shall establish procedures for the selection of Administrative Hearing Officers. In no event, however, shall the same person who issued the administrative citation or any person who has been ‘adverse’ to the recipient of the citation in any other legal or administrative proceeding, be the Administrative Hearing Officer.

§ 1.04.160. PROCEDURES AT ADMINISTRATIVE HEARING.

Administrative hearings are informal, and formal rules of evidence and discovery do not apply. Each party shall have the opportunity to present evidence in support of that party's case and to cross-examine witnesses. The city bears the burden of proof at an administrative hearing to establish a violation of the Municipal Code. Administrative citations, compliance orders and any additional reports submitted by the citing official shall constitute prima facie evidence of the facts contained in those documents. The Administrative Hearing Officer must use preponderance of evidence as the standard of review in deciding the issues.

§ 1.04.170. FAILURE TO ATTEND ADMINISTRATIVE HEARING.

If the responsible person fails to attend the scheduled hearing, the hearing will proceed without the responsible person, and the responsible person will be deemed to have waived the right to an administrative hearing.

§ 1.04.180. DECISION OF ADMINISTRATIVE HEARING OFFICER.

The Administrative Hearing Officer shall issue a written decision entitled "administrative order" no later than thirty (30) days after the date on which the administrative hearing concludes. The administrative order shall include the Administrative Hearing Officer's written decision to uphold or cancel the administrative citation. The decision shall set forth the reasons for the decision. If the Administrative Hearing Officer upholds the administrative citation, the city shall retain the fine deposited by the responsible person. If the Administrative Hearing Officer upholds the administrative citation and the fine has not been deposited pursuant to an advance deposit hardship waiver, the Administrative Hearing Officer shall specify in the

decision a payment schedule for the fine. If the Administrative Hearing Officer cancels the administrative citation, any fine deposited with the city shall be promptly refunded. The administrative order shall be served upon the responsible person by registered mail. Service shall be deemed effective on the date of mailing. The administrative order shall become final on the date of service, and shall notify the responsible person of the right to appeal as provided in this chapter.

§ 1.04.190. LATE PAYMENT CHARGES.

Any person who fails to pay to the city, on or before the due date, any administrative fine imposed pursuant to the provisions of this chapter, shall be liable for the payment of the applicable late payment charges as follows:

A. For payments received within thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of administrative fine due;

B. For payments received more than thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of administrative fine due, plus an additional ten percent (10%) of the overdue administrative fine for each month the payment is overdue. The maximum late fee shall be one hundred percent (100%) of the overdue administrative fine.

§ 1.04.200. COLLECTION OF ADMINISTRATIVE FINE.

The city may collect any past-due administrative fine or late payment charges by use of any available legal means, including the lien procedure set forth in this chapter.

§ 1.04.210. APPEAL OF DECISION OF ADMINISTRATIVE HEARING OFFICER.

Within twenty (20) days after service of the decision of the Administrative Hearing Officer upon the responsible person, the responsible person may seek de novo review of the decision by filing a notice of appeal with the Superior Court of Orange County. The responsible person shall serve upon the City Clerk, either in person or by registered mail, a copy of the notice of appeal. If the responsible person fails to timely file a notice of appeal, the Administrative Hearing Officer's decision shall be deemed confirmed.

§ 1.04.220. APPEAL FEE.

The responsible person seeking review of an administrative order must pay a fee of twenty-five dollars (\$25), or such other fee as may be established, to the Superior Court of Orange County. In the event that the court finds in favor of the responsible person, the city will refund this fee to the responsible person.

§ 1.04.230. FAILURE TO COMPLY WITH ADMINISTRATIVE ORDER OR PAY ADMINISTRATIVE FINE.

Failure to comply with an administrative order after it becomes final, or to pay an administrative fine or late payment charges, is a misdemeanor. Filing a criminal misdemeanor action does not preclude the city from using any other legal remedy available to gain compliance with an administrative order, or to collect any past-due administrative fine or late payment charges.

§ 1.04.240. REMEDIES CUMULATIVE.

The conviction and punishment of any person for failure to comply with the provisions of this chapter shall not relieve such person from paying any tax, fee, penalty, or interest due and unpaid at the time of such conviction, nor shall payment prevent a criminal prosecution or a civil or administrative penalty for the violation of any of the provisions of this chapter. All remedies shall be cumulative, and the use of any one (1) or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

§ 1.04.250. ADMINISTRATIVE PENALTIES: CONTINUING VIOLATIONS — COMPLIANCE ORDERS.

The administrative remedy provided in this chapter for any continuing violation of this code related to building, plumbing, electrical, mechanical or other similar structural or zoning issues, that does not create an immediate danger to health or safety, may be exercised in place of, or in addition to, any other remedy which is allowed by law, whether administrative, criminal, civil, or equitable. The City Attorney or City Prosecutor shall have sole discretion to determine whether a violation will be prosecuted criminally. If a violation is not prosecuted criminally, the city may proceed with civil or administrative proceedings pursuant to this chapter.

§ 1.04.260. COMPLIANCE ORDER.

A. Whenever the citing official determines that there exists a continuing violation of any provision of this code related to building, plumbing, electrical, mechanical or other similar structural or zoning issues, that does not create an immediate danger to health or safety, the citing official shall issue or cause to be

issued a written compliance order to any responsible person, and such order shall be served by the citing official as provided in this chapter.

B. When any chapter of this code provides for issuance of a cease and desist order, failure to immediately comply with such order shall be a violation of this code and grounds for issuance of an administrative citation in accordance with § 1.04.290 provided, however, that the violator shall have all rights to a hearing and appeal as are provided in such other chapter. If such violator is determined by a hearing officer to not have been in violation of the cease and desist order following such hearing and/or appeal, the administrative citation shall be dismissed.

§ 1.04.270. CONTENT OF COMPLIANCE ORDER.

A compliance order shall contain all of the following information:

A. The date and location of the violation and the approximate time the violation occurred.

B. The Municipal Code section violated and a description of the violation.

C. The action required to correct the violation and the date by which such action must be completed. Except as otherwise provided in this section, the date for compliance shall not be less than thirty (30) days from the date the compliance order is served.

D. The consequences of failing to correct the violation, including a description of the administrative hearing procedure and appeal process.

E. The time period after which administrative fines will begin to accrue if there is not full compliance with the order.

F. The amount of the fine that will be imposed if there is not full compliance with the order.

G. The name and signature of the citing official.

§ 1.04.280. COMPLIANCE ORDER SATISFIED.

A. If the citing official determines that all violations specified in the compliance order have been corrected within the time set forth in the order, no further action shall be taken against the responsible person regarding the violations.

B. When a compliance order is issued, if the responsible person provides written notice that the violation has been corrected, and if the citing official finds compliance, the citing official shall deem the date the written notice was postmarked or personally delivered to the city official to be the date the violation was corrected. If, however, a final inspection confirms compliance before mailing or personal delivery of a written notice, or if no written notice is provided, the date of final inspection shall be the date the violation was corrected.

§ 1.04.290. FAILURE TO COMPLY - ADMINISTRATIVE CITATION.

If the responsible person fails to fully comply with the compliance order within the time specified therein, the citing official may issue an administrative citation as

provided in this chapter. The issuance of the administrative citation does not obviate the responsible person's obligation to fully comply with the compliance order.

§ 1.04.300. DECISION OF ADMINISTRATIVE HEARING OFFICER FOLLOWING APPEAL.

A. If an administrative citation is appealed by the responsible person and an administrative hearing is held as provided in this chapter, the Administrative Hearing Officer shall issue a written decision entitled "administrative order" no later than thirty (30) days after the date on which the administrative hearing concludes. The Administrative Hearing Officer shall make findings within the administrative order regarding the existence of the violation(s) specified in the compliance order, and regarding whether the responsible person took the required corrective action within the time period set forth in the compliance order. If the Administrative Hearing Officer concludes that the violation continues to exist, the administrative order shall set forth a schedule for correction. If the Administrative Hearing Officer determines that the violation(s) set forth in the compliance order did not exist, or that the violation(s) was (were) timely corrected, all proceedings regarding the violation(s) shall immediately cease and the administrative citations shall be canceled. If the Administrative Hearing Officer cancels the administrative citation, any fine deposited with the city shall be promptly refunded. The administrative order shall be served upon the responsible person by registered mail. Service shall be deemed effective on the date of mailing.

B. The administrative order shall impose administrative fines and costs as provided in this chapter.

C. The administrative order shall become final on the date of service, and shall notify the responsible person of the right to appeal as provided in this chapter. The administrative order shall set a deadline for compliance with its terms in the event that the responsible person fails to file an appeal.

§ 1.04.310. ADMINISTRATIVE COSTS.

The Administrative Hearing Officer shall assess against the responsible person administrative costs for any violation found to exist, or for any violation which was not timely corrected. The administrative costs include any and all costs incurred by the city in connection with prosecuting the violation, including but not limited to costs of investigation, staffing costs in preparation for the administrative hearing and for the hearing itself, attorneys' fees and costs for all inspections necessary to enforce the compliance order and the administrative order. The administrative order shall specify the date by which the costs must be paid to the city.

§ 1.04.320. COLLECTION OF ADMINISTRATIVE FINES AND COSTS — LIEN PROCEDURE.

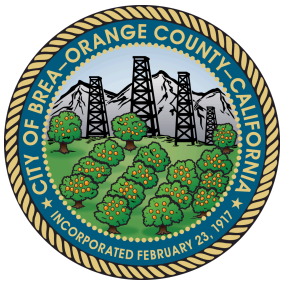
A. If the responsible person fails to satisfy in full the assessed administrative fines and costs by the time specified in the administrative order, and no timely appeal of the administrative order has been filed with the Superior Court of Orange County, the city may recover the outstanding fines and costs by imposing a lien against the real property on which the violation occurred.

B. Prior to recording the lien with the Orange County Clerk/Recorder's Office, the City Council shall conduct a hearing to hear any protest or objection to the lien. The citing official shall serve notice of the hearing upon the owner of record of the real property, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The notice of hearing shall include the time, date, and place of the hearing, and shall be served upon the owner of record by certified mail return receipt and by first class mail at least ten (10) days before the date of the hearing. If the owner of record, after diligent search, cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and by publication of the notice at least ten (10) days prior to the hearing in a newspaper of general circulation published in Orange County and distributed within the city.

C. If the City Council determines that the lien should be imposed, then the citing official shall prepare and file with the City Clerk a report stating the amount due and owing.

D. After the report is filed with the City Clerk, the citing official may cause the lien to be recorded with the County Recorder. Once recorded, the lien shall have the force and effect and priority of a judgment lien.

E. The remedies set forth in this section are not exclusive and may be used in addition to those set forth elsewhere in this code or in state law. The city may collect any past-due fines and costs by use of any available legal means.



CITY *of* BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 4D.

Professional Services Agreement for City's Housing Rehabilitation Program

TO	PREPARED BY
Honorable Mayor and City Council Members	Jaquelyn Salgado, Community Development Specialist
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommend that the City Council take the following actions:

1. Approve a Professional Services Agreement between the City of Brea and GRC Associates (included as Attachment A) to implement the City's Housing Rehabilitation Program in an amount not-to exceed \$34,000 per year, for up to five years (\$170,000 total over five years);
2. Authorize the City Manager to execute the Professional Services Agreement with GRC Associates; and
3. Authorize the City Manager to approve non-substantive changes, as well as amend and extend the term of the Professional Services Agreement, for up to four additional one-year terms.

BACKGROUND/DISCUSSION

The City of Brea has successfully participated in the Community Development Block Grant (CDBG) Program for Single-Family Rehabilitation (Housing Rehabilitation Program) for over 50 years, assisting low-income Brea homeowners with home repairs, which include correcting health, safety, and building code violations.

The City has utilized consultant services to assist with implementing the City's Housing Rehabilitation for the past nine years. Services provided by housing rehabilitation consultants include property inspections, arranging contractor bid walks, and conducting on-site visits to verify construction progress and inspections to verify the quality of work. This expert knowledge has elevated the services provided by the City to Housing Rehabilitation Program participants.

The current Professional Services Agreement (PSA) with Housing Programs, for the implementation of the City's Housing Rehabilitation Program, is set to expire on June 6, 2026. With the Housing Rehabilitation Program ongoing, staff have identified the need to retain continued support and expertise provided by a consultant to effectively complete the full scope of the Housing Rehabilitation Program. This support will aid the City in maintaining a high-level of service by securing expert knowledge in CDBG Program guidelines, residential construction processes, and quality of work. With the desire to keep the Housing Rehabilitation Program operating seamlessly, and the current PSA with Housing Programs expiring on June 6, 2026, City staff began preparing a new Request for Proposal (RFP) package.

On February 17, 2026, City staff issued a new RFP solicitation via Public Purchase for housing rehabilitation program implementation services. The RFP was available online for 22 days, having closed on March 10, 2026. Two proposals were received – one from GRC Associates (GRC) and one from CivicStone, Inc. City staff interviewed both consultants on April 8, 2026; based on their experience, references, and fees, GRC is recommended by staff to be awarded the PSA as the new consultant for the City's Housing Rehabilitation Program.

On September 16, 1986, GRC-Copenhaver, Inc. was incorporated by Gunn, Russell, and Copenhaver. In 1995, GRC-Copenhaver, Inc. was renamed to GRC Associates, Inc. For approximately 20 years, GRC has administered CDBG-funded housing rehabilitation programs throughout various municipalities in Southern California. GRC's experience implementing CDBG-funded housing rehabilitation has allowed GRC to build a relationship with the contractor community, which can increase the ease of obtaining bids for housing rehabilitation projects and elevate the services already in place. If awarded, GRC's services will include conducting property inspections; preparing program documents; coordinating bid walks; verifying construction contractor eligibility; reviewing construction progress; and conducting construction work inspections to examine quality of work. Staff recommends awarding a PSA to GRC based on the consultant's experience, understanding of the scope of work, qualifications, familiarity with CDBG-funded housing rehabilitation programs, and the desire to maintain program continuity.

GRC's proposed annual not-to-exceed cost of \$34,000 is based on the completion of approximately four mobile home and four single-family home projects; however, this amount may vary year-to-year based on project types and work scopes. The recommended PSA with GRC will be for a one-year term initially, with four optional one-year extensions, with a total contract amount not-to-exceed \$170,000. The PSA will be funded by CDBG Program funds (Fund 290), which the City anticipates an award amount of \$161,280 for Fiscal Year 2026-27 from the County of Orange.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at the April 28, 2026 meeting and recommended City Council approval.

FISCAL IMPACT/SUMMARY

Staff is seeking City Council approval of a PSA with GRC to serve the City's Housing Rehabilitation Program in an amount not to exceed \$34,000 annually, for up to five years, with a total contract amount not to exceed \$170,000.

This PSA will be funded by CDBG Program funds (Fund 290) with no fiscal impact to the General Fund (110).

Attachments

[Attachment A - PSA for Housing Rehabilitation Program Implementation Services](#)

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

This Professional Services Agreement (“Agreement”) is dated **May 5, 2026** for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **GRC Associates, Inc.** a **Consultant** (“Proposer”).

RECITALS

- A. City desires to retain Proposer as an independent Proposer to provide the following professional services: **Housing Rehabilitation Program Implementation Services**
- B. Proposer 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.

Proposer shall perform the services referenced in the Recitals, as required by the RFP dated **February 17, 2026** and more specifically described in the Scope of Services set forth in the attached hereto as Exhibit “A”, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

- A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Attachment 1 to Exhibit A** hereto.
- B. In no event shall the total amount paid for the Services over the term of this Agreement exceed an annual sum of **\$34,000.00** (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Proposer in performing the Services. Proposer shall be deemed to have made all inquiries and site inspections deemed necessary by Proposer 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. Proposer’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, Proposer shall invoice City on a monthly basis.

3. Contingency Work.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

4. Term.

The term of this Agreement is one-year term with an optional four consecutive one-year extensions.

5. Time of Performance.

A. Proposer 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. Proposer shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Proposer'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 Proposer 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.

Proposer'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. Proposer shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

- A. Proposer shall comply with all applicable laws including Cal/OSHA requirements.
- B. Proposer shall obtain a City of Brea business license.

PROFESSIONAL SERVICES AGREEMENT

Housing Rehabilitation Program Implementation Services

C. Proposer is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled or released as a result of, or in connection with, its performance of the Services or related operations performed under this Agreement.

D. If the Services include work to be performed during the design, site assessment, feasibility study, or any other preconstruction phase of any construction project or otherwise constitute a “public works project” with the scope of the Prevailing Wage Law (Labor Code Section 1720 et. Seq.), then Proposer shall comply with the Labor Code Requirements set forth in the attached Exhibit B.

E. Proposer shall comply with all CDBG requirements set forth in the attached Exhibit C.

9. Assignment and Subcontracting.

A. Proposer 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 Proposer’s utilization of subProposers identified in Proposer’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 subProposer subject to all requirements of this Agreement.

C. If use of a subProposer is approved, then City may withhold 5% of each monthly payment to Proposer. Such retention shall be released upon City’s receipt of an unconditional release of all claims signed by any such subProposer, as to work performed to date.

10. Independent Proposer.

A. Proposer is retained as an independent Proposer and is not an employee of City. No employee or agent of Proposer is or shall become an employee of City.

B. Proposer will determine the means, methods, and details by which Proposer’s personnel will perform the Services. Proposer 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. Proposer’s personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Proposer’s personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Proposer shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Proposer’s personnel require to perform the Services. Proposer shall perform the Services off of City premises at locations of Proposer’s choice, except as otherwise

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

may from time to time be necessary in order for Proposer'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 Proposer from time to time for Proposer's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Proposer shall be responsible for and pay all wages, salaries, benefits and other amounts due to Proposer's personnel in connection with the Services. Proposer 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. Proposer and its officers, employees, agents, and subProposers shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. CalPERS Compliance.

The parties acknowledge that City is a local agency member of CalPERS, and as such has certain pension reporting and contribution obligations to CalPERS on behalf of qualifying employees. Proposer agrees that, in providing its employees and any other personnel to City to perform the Services, Proposer 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, Proposer shall assure compliance with regard to personnel who have active or inactive membership in CalPERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Proposer 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, Proposer shall not allow any subProposer to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Proposer 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.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

- 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 Proposers 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 Proposers in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

- i. Proposer 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 Proposers in the role of City officials, as additional insureds.

PROFESSIONAL SERVICES AGREEMENT

Housing Rehabilitation Program Implementation Services

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Proposer certifies that Proposer 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. Proposer 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. Proposer shall require all subProposers to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Proposer 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 Proposer in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Proposer shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

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

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

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

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Proposer 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. Proposer shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Proposer 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, Proposer shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

- ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Proposer'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 Proposers in the role of City officials, or shall specifically allow Proposer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Proposer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subProposers.
- 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 Proposer from liability in excess of such coverage, nor shall it limit Proposer'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 Proposer, 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 Proposer 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 Proposer or City will withhold amounts sufficient to pay premium from Proposer payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Proposer 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.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

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

insurance coverage and/or limits carried by or available to Proposer; 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 Proposer under this Agreement.

J. SubProposer Insurance Requirements

Proposer shall not allow any subProposer 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 subProposers shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent Proposers 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 Proposer, City may approve different scopes or minimum limits of insurance for particular subProposers.

13. **Indemnification.**

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Proposer 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 Proposers 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 Proposer, its owners, officials, officers, employees, servants, subProposers, consultants or agents (and/or any entity or individual for whom Proposer 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. Proposer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Proposer, or by City or any of the other Indemnitees. Proposer 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, Proposer 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

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

misconduct of Proposer, and/or its officers, agents, servants, employees, subProposers, Proposers or their officers, agents, servants or employees (and/or any entity or individual for whom Proposer shall bear legal liability) in the performance of professional services under this Agreement. Proposer 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. Proposer'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. Proposer 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 Proposer. 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 Proposer is not then in breach, City shall pay Proposer 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. Proposer shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

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

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Proposer in the performance of this

PROFESSIONAL SERVICES AGREEMENT

Housing Rehabilitation Program Implementation Services

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. Proposer shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Proposer 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. Proposer 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. Proposer 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 Proposer’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. Proposer 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. Proposer 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, Proposer, 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. Proposer’s obligations under this Section shall survive the expiration or termination of this Agreement.

17. **Data Security.**

A. As used in this Agreement, “City Data” means any and all information and data provided or made accessible, directly or indirectly, to Proposer by City, or otherwise acquired from City, in connection with Proposer’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. Proposer is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Proposer 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, Proposer shall protect and maintain the security of City Data using methods providing not less than the level of security Proposer uses for its own confidential data, and that

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

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.), Proposer shall comply with that statute and with Civil Code Section 1798.80, et seq., including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Proposer in connection with this Agreement. Notwithstanding the foregoing, Proposer shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Proposer shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Proposer shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

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

B. City hereby designates **Melissa Furio** or such person's designee, as the City Representative for this Agreement.

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

19. Notices.

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

City
City of Brea

Proposer
GRC Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

1 Civic Center Circle

Brea, CA 92821

United States

Melissa Furio

Melissaf@cityofbrea.gov

(714) 990-7769

8060 Florence Ave., Suite 303

Downey, CA 90240

United States

Robert G. Vasquez

rvasquez@grcassoc.com

626-331-6373

20. Third Party Rights.

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

21. Conflicts of Interest.

A. Proposer 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. Proposer certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Proposer further covenants that, in the performance of this Agreement, no subProposer 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. Proposer has provided City with a list of all City-approved subProposers and the key personnel for such subProposers that are retained or to be retained by Proposer in connection with the performance of the Services, to assist City in affirming compliance with this Section.

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

22. Severability.

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

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

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 Proposers.

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

27. Exhibits.

The attached **{ExhibitsAttached}** are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Proposer's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.


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

[SIGNATURES ON FOLLOWING PAGE]

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

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

GRC Associate, Inc.

By: 
Robert G. Vasquez (Apr 15, 2026 11:46:21 PDT)

Robert G. Vasquez
President
rvasquez@grcassoc.com

By: _____

Date Signed: 04/15/26

Date Signed: _____

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____
Kristin Griffith
City Manager
cmoffice@cityofbrea.gov

Attest (if over \$25,000)

By: _____
Victoria Popescu
City Clerk
victoriap@cityofbrea.gov

Date Signed: _____

Date Signed: _____

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

EXHIBIT A
Scope of Services and Specifications Requirements

CONTRACT TERM: One-year term with an optional four consecutive one-year extensions

Please refer to the City's sample agreement for additional details.

CITY

The City of Brea is located in North Orange County and encompasses 12.43 square miles of residential, commercial, industrial, as well as some agriculture and oil producing land. Brea's population is approximately 49,000 residents with more than 100,000 people visiting the city daily to work, shop, or enjoy entertainment.

Brea is responsible for the City's Housing Rehabilitation Program, which provides technical and financial assistance for home repairs to low-income Brea homeowners. This Program is Federally-funded through the Community Development Block Grant Program (CDBG) and offers forgivable grants to mobile home owners and no-interest loans to single family home owners.

DEPARTMENT

The Community Development Department is comprised of multiple divisions and sections, including but not limited to: Building and Safety, Code Enforcement, Planning/Zoning, Economic Development, and Housing.

SCOPE

Brea desires to obtain services from a well-qualified firm to provide Housing and Rehabilitation Program Assistance and Program Implementation Services as detailed in the Scope of Services section below.

- A. Required Services will include, but are not limited, to the following:
- i. Conduct application review and qualification, as needed
 - ii. Provide liaison between Program participants, construction contractors, and City Staff
 - iii. Conduct property inspections before, during, and after construction work, including providing photos to City Staff.
 - iv. Prepare Program documents including, but not limited to:
 - a. Minor Rehabilitation Environmental Report – Appendix A (CDBG requirement), as needed.
 - b. State Historic Preservation Office correspondence (CDBG requirement), as needed,
 - c. Construction bid packets
 - d. Loan documents
 - e. Construction contracts
 - f. Change Orders
 - g. Inspection checklists

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

- h. Notice of Completion
 - v. Coordinate bid walks, bid review, and construction contractor selection.
 - vi. Verify construction contractor eligibility (and provide documentation) for:
 - a. Contractor State License Board license in good standing
 - b. Non-debarment or suspension
 - c. City / Program insurance requirements
 - d. Valid city business license
 - vii. Provide oversight of construction progress
 - viii. Prepare document recording with the Orange County Recorder or California Housing and Community Development Department, as needed.
 - a. Provide City with regular status reports of rehab projects as requested.
 - b. Work with City, Program participants, and escrow company to process required forms for subordination, payoffs, and reconveyances, as needed.
 - c. Verify compliance of all Program participants via annual recertifications, as needed.
- B. Anticipated Schedule
- i. Work Schedule. City has proposed the following post-award schedule: the start of contract will be on a date mutually agreed upon, rehabilitation projects will be dependent upon County award of funding, and ongoing services will be as needed.
 - ii. Payment Schedule. Payments will be made based on the completion of Rehabilitation Projects. Consultant may submit monthly progress payments for completed phases of work.

End of Exhibit A

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

EXHIBIT B
Labor Code Requirements

A. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the Labor Code relating to public works, and Contractor agrees to be bound by all provisions thereof as though set forth in full herein.

B. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Labor Code Section 1771. Pursuant to Labor Code Section 1773, City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

C. Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Labor Code Sections 1775, 1776, 1777.5, 1777.6, and 1813. Pursuant to Labor Code Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by Contractor or by any subcontractor, in violation of the provisions of this Agreement.

D. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

E. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

PROFESSIONAL SERVICES AGREEMENT

Housing Rehabilitation Program Implementation Services

F. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Services, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

G. Contractor agrees to comply with the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

H. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by executing this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

End of Exhibit B

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

EXHIBIT C
CDBG Contract Provisions (24 CFR 85.36(i))

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a toa-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

PROFESSIONAL SERVICES AGREEMENT
Housing Rehabilitation Program Implementation Services

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

(14) County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, contractors, contracted employees, bookkeepers, accountants, employees and participants related to this Contract.

Proposal

City of Brea

Housing Rehabilitation Program
Implementation Services

RFP No. 2026.02.17.01

Prepared for:

Community Development Department – Housing
City of Brea

March 7, 2026



GRC Associates, Inc.
8060 Florence Ave., Suite 303
Downey, CA 90240

Title Page

Solicitation Subject: Brea Housing Rehabilitation Program
Implementation Services

Firm: GRC Associates, Inc.
8060 Florence Ave., Suite 303
Downey, CA 90240

Date of Proposal: March 7, 2026

Contact Person: Robert G. Vasquez
President
rvasquez@grcassoc.com
Tel: 626.331.6373
Fax: 626.331.6375

Table of Contents

A.	Letter of Transmittal	4
B.	Background & Experience.	7
C.	References.....	9
D.	Qualifications & Understanding	11
E.	Approach & Proposed Schedule	12
F.	Fee Proposal	16
G.	Standard Forms	17
	Form A - Non-Collusion Affidavit Form	
	Form B - References Form	
	Form C - Subcontractors List-Standard Form	
	Form D - Statement of Compliance or Exceptions Form	
	Form E - Status of Past and Present Contracts Form	
	Form F - Insurance Commitment Form	
	Form G - Proposer Qualification Response Form	
	Form H - Firm Proposal Form	
	Form I - Price Form	

A. Letter of Transmittal

Please see following pages for the letter of transmittal.



Urban Planning
Sustainable Communities
Economic Development
Housing
Environmental

March 7, 2026

Ms. Stephanie Garcia
Senior Buyer
City of Brea
1 Civic Center Circle
Brea, CA 92821

RE: Housing Rehabilitation Program Implementation Services-City of Brea

Dear Ms. Garcia:

GRC Associates, Inc. (GRC) is pleased to submit our proposal to provide the City of Brea with housing rehabilitation program implementation services.

For approximately 20 years GRC has administered CDBG-funded housing rehab programs. GRC has extensive experience implementing CDBG funded housing rehabilitation programs for other cities in Southern California, such as Huntington Beach, Fullerton, Jurupa Valley, Westminster, Costa Mesa, Hesperia and Stanton.

In addition, GRC is very familiar with housing issues. GRC has completed numerous Analysis of Impediments to Fair Housing Choice, Consolidated Plans, CAPERS and other HUD-required documents.

To ensure that Brea's Housing Rehabilitation Program is a success, GRC will assign to the program experienced staff members who will act as an extension of the City staff. The GRC team includes the following individuals:

Robert G. Vasquez, President, will serve as Program Manager and provide construction management services, on a day-to-day basis. Mr. Vasquez is very familiar with housing rehabilitation work, having managed numerous loans and grants over the course of GRC's contracts over the past 20 years. He will conduct initial intake, meet with applicants, inspect the property, prepare the work write-up and bid package and manage the construction phase. He will also work on the other CDBG-required tasks, including environmental and working with the California Office of Historical Preservation to obtain SHPO comments under Section 106 of the National Historic Preservation Act and prepare the necessary Tier 2 Environmental Reports. He is fluent in Spanish and has processed numerous applications for Spanish-speaking applicants. Mr. Vasquez is a graduate of Harvard University, Columbia University, and the University of Southern California with a Master of Public Administration, a Master of Business Administration, and a Bachelor of Science in Business Administration, respectively.

William R. Kuntz, Associate, will assist with intake work, construction management services and also in processing the loans and grants and manage the applicant files. Mr. Kuntz, with customer service experience and communication skills, has helped numerous applicants through other similar programs. Mr. Kuntz is a graduate of the University of California, San Diego with a Bachelor of Science in Computer Engineering.

8060 Florence Ave.
Suite 303
Downey, CA 90240
626.331.6373
www.grcassoc.com

The individual submitting this proposal and the contact person who is authorized to make representations for the firm is as follows:

Robert G. Vasquez, President
GRC Associates, Inc., a California Corporation
8060 Florence Ave., Suite 303
Downey, CA 90240
Telephone: (626) 331-6373
Fax: (626) 331-6375
rvasquez@grcassoc.com

GRC is committed to providing the City of Brea with excellent housing rehabilitation program implementation services for the requested time periods in the RFP. This proposal shall be valid for at least 120 days.

In addition, GRC has the track record and expertise to promote housing rehabilitation programs, increasing the number of applicants and subsequently completing loans and grants to meet the City of Brea housing rehabilitation program's annual goals.

We appreciate the opportunity to propose on this project and look forward to working with the City of Brea. If you have any questions or require additional information, please contact me.

Respectfully submitted,



Robert G. Vasquez
President

B. Background & Experience

GRC Associates, Inc. (“GRC”) is pleased to offer its skilled and experienced team to administer the City of Brea’s Housing Rehabilitation Program (“HRP”).

Per RFP requirements: The company’s full legal name is GRC Associates, Inc., a C-Corporation, located at 8060 Florence Ave., Suite 303, Downey, CA 90240. The phone number is 626.331.6373, the fax number is 626.331.6375, and the website is grcassoc.com. GRC has been in business for over 30 years, since 1995. Robert G. Vasquez, President, is the owner and authorized to contractually bind the company. GRC has had no past litigation, nor does it have any current pending litigation. No GRC contract has ever been terminated, nor have there been any government enforcement actions against GRC.

Over the last 20 years, GRC has been helping numerous cities implement their housing rehabilitation programs, funded by federal Community Development Grant (CDBG) funds. As administrators of these types of programs during the past 20-year period, GRC has processed over 650 loan and grant applications, conforming to CDBG regulations.

During this next HRP cycle, GRC will work diligently in assisting applicants through the loan or grant application and construction process, while working closely with the City’s housing staff to make sure goals are being met. GRC will take every step necessary to ensure that applicants are well served. In cases where the loan or grant applicants only speaks Spanish, GRC’s Spanish-speaking staff member will assist the homeowner through the loan/grant process. Because of GRC’s level of customer service, many satisfied homeowners have referred their friends and neighbors to also apply to the housing rehabilitation programs.

An important part of the HRP is to ensure that the construction improvements meet all building standards and the satisfaction of the homeowner. GRC’s program manager has experience that enables him to quickly inspect the improvements and identify and correct any construction-related issues.

Additionally, as a publicly-funded program, it is critical that all loan and grant documents and disclosures (i.e., deeds of trust, credit reports, promissory notes) be processed, documented, and carefully filed to pass any federal/state audit. GRC has worked with multiple cities on housing programs similar to the requirements of the City of Brea’s HRP.

In summary, GRC has provided loan and grant services for numerous Cities and successfully delivered excellent customer service to homeowners. The team is

experienced in processing loans and grants, construction management and meeting the guidelines of the cities' housing rehabilitation programs. Over the next year GRC proposes to work with City staff to provide HRP implementation services that meet the City's goals for the program.

C. References

City of Huntington Beach

Project Manager: Robert G. Vasquez

Timeframe: 2007 - Present

GRC has provided construction management services for the City of Huntington Beach Rehabilitation Loan Program for the past 19 years. As an extension of City staff, GRC performs the following tasks: visits and inspections of homes to assess the improvement needs and prepares work write-ups; prepares bid packages; analyzes each bid and prepared, provides a summary spreadsheet to assist the homeowner in selecting a contractor; manages all aspects of the construction phase (including transmittal of Contractor's Notice to Proceed, conducted final inspections, reviewed permits, and reviewed contractor invoices and lien releases); and prepared the final walk-through form (punch-list).

Name: Charles Kovac, Housing Manager

Address: 2000 Main St., Huntington Beach, CA 92648

Telephone: (714) 374 - 5316

Email: charles.kovac@surfcity-hb.org

City of Jurupa Valley

Project Manager: Robert G. Vasquez

Timeframe: 2019 - Present

GRC provides construction management services for the City's Housing Rehabilitation Program and MORE Program (a mobile home grant program). GRC's services includes: 1) intake of applications, 2) qualifying applicants, 3) site visit, interview, work write-up; 4) contractor bid package and review of termite reports; and 5) construction management. In addition, GRC prepares the City's Consolidated Plans, Annual Action Plans, Citizen Participation Plan, and other HUD required documents.

Name: Amy Sells, Deputy City Manager

Address: 8930 Limonite Ave., Jurupa Valley, CA 92509

Telephone: 951-332-6464 (phone), 951-332-6995 (fax)

Email: asells@jurupavalley.org

City of Fullerton

Inspection Services: Robert G. Vasquez

Timeframe: 2025 - Present

GRC provides inspections-work write-ups, for the City's home improvement program, on an as needed basis.

Name: Daniel Valdez, Housing Manager

Address: 303 W. Commonwealth Ave. Fullerton, CA 92832

Telephone: (714) 738 – 2858

Email: Daniel.Valdez@cityoffullerton.com

D. Qualifications & Understanding

The GRC staff is experienced in both the loan/grant processing and the construction management of CDBG programs. In addition, GRC understands that cities have housing rehabilitation goals that need to be met each year. GRC staff is skilled at promoting housing rehabilitation loan and grant programs – and will assist the City in this key task.

The GRC team will include experienced members that will represent the City as an extension of its staff. All persons identified on the project team are considered key individuals and will be available for the duration of the project. The following individuals will act as the core project team:

Robert G. Vasquez, Program Manager, will be the person responsible for the day-to-day work on the Brea HRP. He has many years of experience in residential development projects, from conducting financial feasibility analyses to construction management of rehabilitation programs. Mr. Vasquez has managed and implemented housing programs for the Cities of Huntington Beach, Fullerton, Westminster, Jurupa Valley, Stanton, Costa Mesa and Hesperia. He is currently the Project Manager for the Huntington Beach, Fullerton and Jurupa Valley housing rehabilitation programs. He has recently prepared various Five-Year Consolidated Plans, Action Plans and Analyses of Impediments to Fair Housing Choice. He is also fluent in Spanish and has processed numerous applications in Spanish. Mr. Vasquez is a graduate of Harvard University, Columbia University, and the University of Southern California with a Master of Public Administration, a Master of Business Administration, and a Bachelor of Science in Business Administration, respectively.

William R. Kuntz, Associate, will assist in the administration, construction management and loan processing phase of the Brea HRP. One of Mr. Kuntz' key roles at GRC will be to assist in processing Brea's HRP. This will include collecting and analyzing the applicants' income, ownership and credit information and determining eligibility, as well as maintaining coordination with applicants, City staff, contractors, escrow, title and loan servicing companies. Recently, Mr. Kuntz assisted the Cities of Huntington Beach, Jurupa Valley and Fullerton in reviewing and processing various CDBG-funded projects. Mr. Kuntz is a graduate of the University of California, San Diego with a Bachelor of Science in Computer Engineering.

E. Approach & Proposed Schedule

The proposed Scope of Services will be completed within the timeframe established by the City. GRC proposes to provide staffing and other resources necessary for the implementation of the HRP.

Task 1: Project Management and Coordination

At the start of the HRP, GRC will develop a work plan for the City that best achieves the goals of the program. City staff may want to update the loan and grant amounts, and other key issues in the HRP Guidelines, or Policies and Procedures. GRC will administer the HRP from its office in Downey on a daily basis; however, the Program Manager will be at City Hall as needed to meet with City staff.

GRC proposes a meeting with the City once a month to evaluate the progress of the program and adjust the process if necessary. Additionally, a monthly progress report will be submitted to the City that identifies new and existing applicants, as well as tasks completed during the month, percent completed and potential issues.

Task	Team Member	Timeframe
<i>Kick-off meeting</i>	<i>Robert G. Vasquez</i>	<i>First week of the HRP</i>
<i>Progress meeting and report</i>	<i>Robert G. Vasquez William R. Kuntz</i>	<i>Monthly</i>

Task 2: Loan - Grant Processing

GRC will process the loan and grant applications in a timely and efficient manner. After the application is submitted, GRC will contact the applicant and mail a letter listing the requested information such as credit account statements, employment and income verifications, bank statements, proof of residency, most recent income tax return, property insurance policy, and priority repair items. GRC will set a meeting date to interview the applicant, collect the information and photograph the required repair(s). In addition, GRC will coordinate with the California Office of Historical Preservation to obtain SHPO comments under Section 106 of the National Historic Preservation Act and prepare necessary Tier 2 Environmental Reports. GRC

will also request a lead-based paint inspection if the home was built prior to 1978, collect all of the required environmental and abatement forms, and request property title-related documents. If necessary, a termite inspection will be procured. Once the package is completed, GRC will determine the applicant’s eligibility under CDBG requirements. At times, certain loan applications will require “special needs” consideration, which may include improvements exceeding the loan limits to achieve basic health and safety or disability requirements. Finally, GRC will submit a loan approval form with the applicant information package to the City loan approval committee.

In these cases, GRC will coordinate with the City on the appropriate approach and amount. Any special needs loans will not proceed without written authorization from the City.

Task	Team Member	Timeframe
<i>Complete application processing</i>	<i>Robert G. Vasquez William R. Kuntz</i>	<i>Three weeks from receiving application</i>
<i>Applicant interview</i>	<i>Robert G. Vasquez</i>	<i>Month 1</i>
<i>Request lead inspection, if needed</i>	<i>William R. Kuntz</i>	<i>Month 1</i>

Timeframe represent approximate time required per typical loan — grants are generally shorter.

Task 3: Loan Documents

GRC will prepare all loan documents, coordinate the execution and disposition of the documents pursuant to the City and CDBG regulations and established State and Federal lending regulations.

Task	Team Member	Timeframe
<i>Loan / Grant Documents</i>	<i>Robert G. Vasquez William R. Kuntz</i>	<i>Month 1</i>

Task 4: Property Inspection/Work Write-Up

GRC's Program Manager will conduct the initial inspection of the home with the applicant to identify any existing code violations and repairs or improvements requested by the applicant that are eligible through the HRP. Work specifications highlighting the code violations will be provided to the property owner. In addition, GRC will prepare the line-item cost estimate of the proposed work. GRC will photograph all needed repairs and include them with the work write-up. These photos will be used for before-and-after documentation.

Task	Team Member	Timeframe
<i>Work write-up</i>	<i>Robert G. Vasquez William R. Kuntz</i>	<i>First two weeks of Month 2</i>

Task 5: Bid Package

If the loan is approved, GRC will provide the homeowner with a list of licensed contractors that are in good standing with the City, State or the Federal government. All contractors must be licensed by the California State Contractors Licensing Board. The homeowner will select the contractor.

Task	Team Member	Timeframe
<i>Bid package</i>	<i>Robert G. Vasquez William R. Kuntz</i>	<i>Last two weeks of Month 2</i>

Task 6: Construction Management

GRC will manage all aspects of the construction phase of the HRP including, but not limited to, the following tasks:

- Lead Based Paint abatement and clearance (if built prior to 1978);
- Transmittal of Contractor’s Notice to Proceed;
- Construction progress inspection and final inspection – photos to be taken before and after construction;
- Loan disbursement, including retention amount and contractor lien releases; and
- Conflict resolution regarding either homeowner/contractor disputes or program concerns. In rare cases, major disputes may arise between the

homeowner and the contractor on work performed or not performed. In these cases, and only with the City's authorization, GRC will work with both the homeowner and contractor to find a solution. This may include developing a work plan, agreed upon by both parties, that identifies and addresses the problem.

Task	Team Member	Timeframe
<i>Construction inspection</i>	<i>Robert G. Vasquez</i>	<i>Month 3</i>
<i>Conflict Resolution</i>	<i>Robert G. Vasquez</i>	<i>During the construction process</i>
<i>Administration</i>	<i>Robert G. Vasquez</i> <i>William R. Kuntz</i>	<i>Month 3</i>

F. Fee Proposal

GRC completed the City's standard pricing form, as described in the RFP's Exhibit "A". It is incorporated in the following Section G. In this form, GRC proposes to be compensated based on a **flat, not-to-exceed fee per loan (or grant)**. This fee shall be adhered to during the life of the contract and is based on the current loan and grant limits and program requirements. The per loan and grant costs are presented below, which includes the cost to prepare documents to be submitted to the California Office of Historical Preservation to obtain SHPO comments under Section 106 of the National Historic Preservation Act and the cost to prepare the necessary Tier 2 Environmental Reports:

- **Loan: \$4,750**
- **Grant: \$3,750**

Monthly invoices shall be submitted according to completed milestones per loan or grant; for example, application review (20% of total loan fee), work write-up (25%), contract bid selection (20%), loan approval (10%), loan and contractor signings (10%), final construction inspection and loan closeout/completed file (15%). Percentages will be approved by the City prior to the start of the project.

Any additional services outside the scope of work will be first approved by the City and will be billed on a time and material basis, based on a blended billing hourly rate of \$120 per hour. Indirect costs for additional service outside the not-to-exceed amount will be billed at GRC's cost. Indirect costs may include printing of documents, purchases of project-related material and postage.

G. Standard Forms

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM A

NON-COLLUSION AFFIDAVIT FORM

Note: To be executed by Proposer and submitted with Proposal.

State of California
(the State of the place of business)
County of Los Angeles
(the County of the place of business)
Robert G. Vasquez, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is President of
(title of the person signing this form)
GRC Associates, Inc., the party making the foregoing
proposal (name of proposing company)

that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; that the PROPOSER has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer; that all statements contained in the proposal are true; and, the PROPOSER has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a PROPOSER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the PROPOSER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature:

Name/Title Date:



Robert G. Vasquez, President, March 7, 2026

Notary is not required for this proposal.

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

**STANDARD FORM B
REFERENCES FORM**

GRC Associates, Inc.

(Proposer's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Proposer from further consideration (Brea City Code Sec. 3.24.020.M)**

1. Company Name	City of Huntington Beach
Address, City, State, Zip	2000 Main St., Huntington Beach, CA 92648
Contact's Name & Title	Charles Kovac, Housing Manager
Contact's Phone #	(714) 374 - 5316
Contact's Email	charles.kovac@surfcity-hb.org
Project	Residential Rehabilitation Program (CDBG-funded)
Completion Date & Value	June 30, 2028, \$150,000 (3-year contract)
2. Company Name	City of Jurupa Valley
Address, City, State, Zip	8930 Limonite Ave., Jurupa Valley, CA 92509
Contact's Name & Title	Amy Sells, Deputy City Manager
Contact's Phone #	951.332.6464
Contact's Email	asells@jurupavalley.org
Project	Affordable Homeowner Rehabilitation Program (CDBG-funded)
Completion Date & Value	June 30, 2026, \$30,000 (1-year contract)
3. Company Name	City of Fullerton
Address, City, State, Zip	303 W. Commonwealth Ave. Fullerton, CA 92832
Contact's Name & Title	Daniel Valdez, Housing Manager
Contact's Phone #	(714) 738 - 2858
Contact's Email	Daniel.Valdez@cityoffullerton.com
Project	Home Improvement Program (CDBG-funded)
Completion Date & Value	Contract terms are on "as needed" basis
4. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Project	
Completion Date & Value	

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

GRC Associates, Inc.

(Proposer's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

Check this box, if no subcontractors are to be used for any of the proposed work.

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
2. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
3. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM D

STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

GRC Associates, Inc.

(Proposer's Company Name)

Select one:

No Exceptions

By checking the above box, Proposer declares their Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

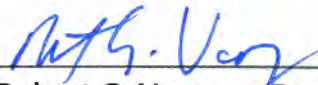
With Exceptions

By checking the above box, Proposer declares their Proposal was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Proposer must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
----------------	--------------------------------	-----------------------------	-------------

Proposer acknowledges that City may accept or reject any or all of Proposer's listed exceptions or reject the Proposer's entire Proposal that contain any exceptions.

Signature:



Name/Title Date:

Robert G. Vasquez, President, March 7, 2026

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM E

STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation. As used in this form, "Proposer" means Proposer or any 10% or greater owner of the proposing company; "Contract Termination" means termination for cause by any other party to a contract with the Proposer; "Settlement" means settlement of any claim or lawsuit brought against Proposer in connection with Proposer's services; and, "Legal Action" means any lawsuit alleging fraud, breach or any other misconduct by, or filed against, Proposer.

GRC Associates, Inc.

(Proposer's Company Name)

No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Proposer declares that the Proposer has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Proposer declares that the Proposer has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Proposer must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reasons for and descriptions of the Terminations, Settlements, or Legal Actions.

The Proposer acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Proposals wherein Proposer has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature:



Name/Title Date:

Robert G. Vasquez, President, March 7, 2026

STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

GRC Associates, Inc.

(Proposer's Company Name)

Proposer acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the proposer's insurance documents does not and shall not be construed to relieve proposer of any obligations, responsibilities or liabilities under any resultant Contract.

Proposer's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future proposal based on proposer's default.

Proposer, at Proposer's sole cost and expense, hereby promises and agrees to:

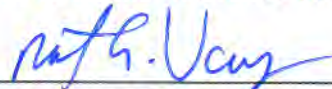
Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Proposer certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature:



Name/Title Date:

Robert G. Vasquez, President, March 7, 2026

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM G
PROPOSER QUALIFICATIONS RESPONSE FORM
GRC Associates, Inc.

(Proposer's Company Name)

Proposers must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. All items listed must be submitted and checked off to ensure qualification responsiveness.

1. Background.

Please provide the following information about your company:

- Your company's full legal name, address, phone, fax, email, website.
- Prior company names (if any) and years in business; mergers, buyouts, etc.
- Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- Names and titles of the principal owner(s).
- Person(s) authorized to make commitments for your company.
- Special recognition or awards.

2. Experience.

Provide the following information relative to required services:

- Summary of Experience with similar kinds of work.
- Familiarity with state and federal procedures.
- Experience working with public agencies.
- Narrative of the working relationship with current business references for information not already included in the References Form.

3. Qualifications.

Provide the following information relative to required services:

- Financial responsibility.
- Demonstrated Technical Ability.
- Capability of developing innovative or advanced techniques.
- Special qualifications, training, credentials.
- Staff names, titles, role, qualifications, and experience assigned to this Project.
- Designated project manager assigned to this Project.

REQUEST FOR PROPOSALS

Housing Rehabilitation Program Implementation Services
2026.02.17.01

4. Understanding.

Provide the following information relative to required services:

- Understanding of the work to be done based on this Solicitation.
- Include issues that you believe will require special consideration for this Project.
- Identify unique approaches or strengths your company has relative to required services.

5. Approach.

Provide the following information relative to required services:

- Understanding of the work to be done.
- Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.
- Names and titles of key management personnel.
- Team to be assigned for these services.

Submitted by:

Signature:

Name/Title Date:



Robert G. Vasquez, President, March 7, 2026

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

STANDARD FORM H
FIRM PROPOSAL FORM

GRC Associates, Inc.

(Proposer's Company Name)

FIRM PROPOSAL made by Proposer to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Proposal on behalf of and to bind the principals who I represent, to all the requirements of the City of Brea's Terms and Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Proposal Form.

Further, I understand that no contract exists unless City accepts this Proposal by executing the attached Agreement.

Business Name: GRC Associates, Inc.
Business Address: 8060 Florence Avenue, Suite 303
Federal ID#: 95-4070461

If any Work is a Public Works Contractor Lic#: n/a DIR#: n/a

Business Type: 2. C Corp. 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
(Proposer enter a number) 3. Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: 

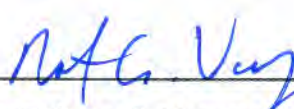
Name: Robert G. Vasquez

Title: President

Email: rvasquez@grcassoc.com

Date Signed: March 7, 2026

CORPs: Chairperson President Vice President
LLCs: Manager

By: 

Name: Robert G. Vasquez

Title: Secretary

Email: rvasquez@grcassoc.com

Date Signed: March 7, 2026

CORPs: Secretary Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for limited liability companies, both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

REQUEST FOR PROPOSALS
Housing Rehabilitation Program Implementation Services
2026.02.17.01

**STANDARD FORM I
PRICE FORM**

GRC Associates, Inc.

(Proposer's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

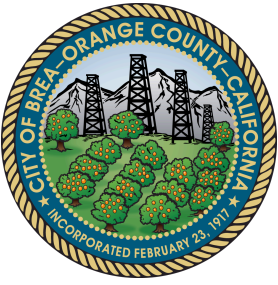
Please note that pricing Must Be All-Inclusive. ***EACH PROPOSAL MUST BE INCLUSIVE OF ALL COSTS TO PERFORM THE REQUIRED SERVICES.*** Any and all costs of labor, transportation, materials, software, equipment, proprietary licenses, and any and all other fees, costs, taxes, insurance, and expenses necessary to comply with the requirements of this RFP and to provide the Services, must be included in the proposal price.

Tasks	Description	Rate
1	Per Loan, All-Inclusive Cost/Flat Fee (complete all tasks in RFP's Exhibit A)	\$4,750 per loan
2	Per Grant, All-Inclusive Cost/Flat Fee (complete all tasks in RFP's Exhibit A)	\$3,750 per grant
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
	Cost based on 4 loans and 4 grants Proposal Total Costs (add above lines)	\$ 34,000 *

Additional comments/remarks:

*** The \$34,000 figure is estimated based on a fee not to exceed \$4,750 per loan and \$3,750 per grant, assuming four loans and four grants will be completed during the next fiscal year. Total cost will depend on how many loans and grants the City approves and funds next year.**

For other City-requested work: An hourly consultant rate of \$120 per hour, billed as needed, requiring City approval before work begins.



CITY *of* BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 4E.

City Disbursement Register for April 24, 2026

TO	PREPARED BY
Honorable Mayor and City Council Members	Victoria Torres, Accounting Technician
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends the City Council take the following action:

1. Receive and file the City Disbursement Register.

Attachments

[City Disbursement Register 4.24.26.pdf](#)

City Disbursement Register

Between Apr 20, 2026 12:00 AM and Apr 24, 2026 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
200666	AGILE OCCUPATIONAL MEDICINE PC	04/24/2026	32405	110141481	HR MED SVCS MAR26	\$1,434.00
AGILE OCCUPATIONAL MEDICINE PC						Total Check Amount:
						\$1,434.00
200667	ALLPROMOTION	04/24/2026	33603	110212111	POLICE & FIRE GAMES	\$657.43
		04/24/2026	33603	110212111	UNIFORM	\$59.26
		04/24/2026	33603	110222211	POLICE & FIRE GAMES	\$91.86
ALLPROMOTION						Total Check Amount:
						\$808.55
200668	AMERICAN MOLD INSPECTIONS	04/24/2026	33438	490515151	F2 MOLD INSPECTION	\$1,060.00
AMERICAN MOLD INSPECTIONS						Total Check Amount:
						\$1,060.00
200669	AT&T	04/24/2026	21555	110212121	SEARCH WRRNT DIG EVID	\$215.00
AT&T						Total Check Amount:
						\$215.00
200670	AT&T CALNET	04/24/2026	20391	360515147	CALNET MARCH 2026	\$33.14
		04/24/2026	20391	420515131	CALNET MARCH 2026	\$289.16
		04/24/2026	20391	475141471	CALNET MARCH 2026	\$10,630.83
		04/24/2026	20391	360515145	CALNET MARCH 2026	\$62.26
AT&T CALNET						Total Check Amount:
						\$11,015.39
200671	BLACK & WHITE EMERGENCY VEHICLES	04/24/2026	24788	480515161	BUMPER REPAIR	\$750.00
BLACK & WHITE EMERGENCY VEHICLES						Total Check Amount:
						\$750.00
200672	BUDILO CONSTRUCTION INC	04/24/2026	33593	420515131	CLA VAL MAINT	\$4,558.68
		04/24/2026	33593	420515131	CLA VALVE MAINT	\$8,170.42
BUDILO CONSTRUCTION INC						Total Check Amount:
						\$12,729.10
200673	CALIBRE PRESS	04/24/2026	32751	110212111	VAULT SUBSCRIPTION	\$695.00
CALIBRE PRESS						Total Check Amount:
						\$695.00
200674	CHARTER COMMUNICATIONS	04/24/2026	29127	110111143	CABLE CHGS APR/MAY26	\$42.87
		04/24/2026	29127	110111151	CABLE CHGS APR/MAY26	\$64.98
		04/24/2026	29127	110111153	MGMT CHANNEL APR26	\$1,004.99
		04/24/2026	29127	110111161	CABLE CHGS APR/MAY26	\$42.87
		04/24/2026	29127	110404311	CABLE CHGS APR/MAY26	\$42.87
		04/24/2026	29127	110404521	CABLE CHGS APR/MAY26	\$54.12
		04/24/2026	29127	110141481	CABLE CHGS APR/MAY26	\$42.87
		04/24/2026	29127	110323212	CABLE CHGS APR/MAY26	\$87.11
		04/24/2026	29127	110404211	CABLE CHGS APR/MAY26	\$323.14
		04/24/2026	29127	110212111	CABLE CHGS APR/MAY26	\$384.70
		04/24/2026	29127	110222211	CABLE CHGS APR/MAY26	\$109.23
		04/24/2026	29127	420515131	CABLE CHGS APR/MAY26	\$326.19
		04/24/2026	29127	490515151	CABLE CHGS APR/MAY26	\$42.87
CHARTER COMMUNICATIONS						Total Check Amount:
						\$2,568.81
200675	CITY OF FULLERTON	04/24/2026	12001	510707334	PALM ST AREA REHABLTN	\$40,254.00
CITY OF FULLERTON						Total Check Amount:
						\$40,254.00
200676	CITY OF LA HABRA HEIGHTS	04/24/2026	21056	420515131	2026 WTRCOST/ASSESMNT	\$13,235.49
CITY OF LA HABRA HEIGHTS						Total Check Amount:
						\$13,235.49
200677	COUNTY OF ORANGE	04/24/2026	4799	110212122	PRKNG CITATIONS MAR26	\$15,756.00
COUNTY OF ORANGE						Total Check Amount:
						\$15,756.00
200678	COUNTY OF ORANGE	04/24/2026	4799	110212122	AFIS FEES MAR 2026	\$1,430.00
COUNTY OF ORANGE						Total Check Amount:
						\$1,430.00
200679	COUNTY OF ORANGE	04/24/2026	4799	172212133	RADIO BR0 APR-JUN26	\$49,261.72
COUNTY OF ORANGE						Total Check Amount:
						\$49,261.72
200680	COUNTY OF ORANGE HOUSING	04/24/2026	19283	290000000	CDBG JAN-MAR 2026	\$29,260.00
COUNTY OF ORANGE HOUSING						Total Check Amount:
						\$29,260.00
200681	DK SANDLER BROTHERS	04/24/2026	33151	110515141	RAGS	\$264.64
DK SANDLER BROTHERS						Total Check Amount:
						\$264.64
200682	DOUG MARTIN CONTRACTING INC	04/24/2026	4512	510707312	SPORTS PARK SLURRY	\$32,488.98
		04/24/2026	4512	510707312	MUJICA SLURRY	\$7,733.20
DOUG MARTIN CONTRACTING INC						Total Check Amount:
						\$40,222.18
200683	SOUTHERN CALIFORNIA EDISON	04/24/2026	3343	110515121	ELECTRICITY MAR/APR26	\$8,938.38
		04/24/2026	3343	490515151	ELECTRICITY MAR/APR26	\$11,468.85
		04/24/2026	3343	110515148	ELECTRICITY MAR/APR26	\$39.84
SOUTHERN CALIFORNIA EDISON						Total Check Amount:
						\$20,447.07
200684	ETOILE BALLET & DANCE STUDIO	04/24/2026	34099	110	REFUND PERMIT CHARGES	\$500.00
ETOILE BALLET & DANCE STUDIO						Total Check Amount:
						\$500.00
200685	FRANCHISE TAX BOARD/ST OF CALIF	04/24/2026	12043	110	121-18719-19 041726PR	\$1,696.36
FRANCHISE TAX BOARD/ST OF CALIF						Total Check Amount:
						\$1,696.36
200686	FRONTIER COMMUNICATIONS	04/24/2026	26183	475141471	PHONE CHGS 4/7-5/6	\$73.94
FRONTIER COMMUNICATIONS						Total Check Amount:
						\$73.94
200687	THE GAS COMPANY	04/24/2026	3749	420515131	GAS MAR/APR 2026	\$15.29
		04/24/2026	3749	490515151	GAS MAR/APR 2026	\$2,553.75
THE GAS COMPANY						Total Check Amount:
						\$2,569.04

City Disbursement Register

Between Apr 20, 2026 12:00 AM and Apr 24, 2026 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
200688	GMS ELEVATOR SERVICES, INC.	04/24/2026	29109	110515125	MO. SVC:11 ELEV MAR26	\$1,100.00
		04/24/2026	29109	490515151	MO. SVC:11 ELEV MAR26	\$1,650.00
GMS ELEVATOR SERVICES, INC. Total Check Amount:						\$2,750.00
200689	HOLLYDALE MOBILE ESTATES	04/24/2026	29393	270323218	SENIOR SUBSIDY MAY26	\$254.00
		HOLLYDALE MOBILE ESTATES Total Check Amount:				
200690	IFLOW INC.	04/24/2026	33185	420515131	ERTS FOR METERS	\$15,137.30
		IFLOW INC. Total Check Amount:				
200691	JART DIRECT MAIL SERVICES	04/24/2026	8634	110111151	SUMMER26 POSTCRD MAIL	\$1,254.40
		JART DIRECT MAIL SERVICES Total Check Amount:				
200692	JR INNOVATIONS IN REFRIGERATION	04/24/2026	30974	490515151	ICE MACHINE REPR@BCC	\$475.00
		JR INNOVATIONS IN REFRIGERATION Total Check Amount:				
200693	LAKE PARK BREA LP	04/24/2026	5289	270323218	SENIOR SUBSIDY MAY26	\$508.00
		LAKE PARK BREA LP Total Check Amount:				
200694	LINSCOTT, LAW & GREENSPAN ENGINEERS	04/24/2026	29408	510707329	TFC ENGG SVCS SEPT25	\$6,996.00
		LINSCOTT, LAW & GREENSPAN ENGINEERS Total Check Amount:				
200695	MARIPOSA LANDSCAPES, INC.	04/24/2026	27959	361515148	CITY FAC/TRAILS MAR26	\$115.49
		04/24/2026	27959	110515148	CITY FAC/TRAILS MAR26	\$2,120.27
		04/24/2026	27959	110515143	CITY FAC/TRAILS MAR26	\$5,954.32
		MARIPOSA LANDSCAPES, INC. Total Check Amount:				
200696	MILLER MENDEL, INC.	04/24/2026	31793	110212111	ESOPH CREDIT REPORT	\$24.00
		04/24/2026	31793	110212111	ESOPH FAX	\$4.74
		04/24/2026	31793	110212111	SOCIAL MEDIA REPORT	\$96.00
		04/24/2026	31793	110212111	ESOPH DATA STORAGE	\$88.07
MILLER MENDEL, INC. Total Check Amount:						\$212.81
200697	MONUMENT ROW	04/24/2026	32407	510707946	ROW CONSULT FEB 2026	\$4,924.88
		04/24/2026	32407	510707946	ROW CONSULT JAN 2026	\$5,385.25
		04/24/2026	32407	510707946	ROW CONCLT DEC 2025	\$13,582.30
		MONUMENT ROW Total Check Amount:				
200698	MOORE FLOORING, INC.	04/24/2026	29107	490515151	SENIOR CNTR FLOORING	\$1,781.00
		MOORE FLOORING, INC. Total Check Amount:				
200699	MY HEALTHY PENGUIN, LLC	04/24/2026	33408	110212111	FRIDGE	\$897.00
		MY HEALTHY PENGUIN, LLC Total Check Amount:				
200700	NICK OF TIME RESTORATION SERVICES	04/24/2026	34096	490515151	FS2 EMERGNCY RPR-MOLD	\$12,175.00
		NICK OF TIME RESTORATION SERVICES Total Check Amount:				
200701	ODP BUSINESS SOLUTIONS, LLC	04/24/2026	31709	110212111	OFFICE SUPPLIES	\$38.37
		04/24/2026	31709	110141441	OFFICE SUPPLIES	\$813.17
		ODP BUSINESS SOLUTIONS, LLC Total Check Amount:				
200702	OPTERRA ENERGY SERVICES, LLC	04/24/2026	25707	490515151	CCC REPAIRS	\$1,797.14
		04/24/2026	25707	420515131	REPAIRS @ RESERVOIRS	\$2,354.50
		OPTERRA ENERGY SERVICES, LLC Total Check Amount:				
200703	ORANGE VILLA SENIOR APARTMENTS	04/24/2026	29394	270323218	SENIOR SUBSIDY MAY26	\$254.00
		ORANGE VILLA SENIOR APARTMENTS Total Check Amount:				
200704	ORIGINAL EQUIPMENT AUTO SUPPLY	04/24/2026	32413	480515161	BRAKE PARTS	\$207.64
		ORIGINAL EQUIPMENT AUTO SUPPLY Total Check Amount:				
200705	ROCK BOTTOM CONSTRUCTION	04/24/2026	32185	840000000	DEVELOPER FEE REFUND	\$97.50
		ROCK BOTTOM CONSTRUCTION Total Check Amount:				
200706	SHUCRI YAGHI CONSULTING ENGRS, INC.	04/24/2026	32899	510707978	AROV STRUCTURAL ENGG	\$5,200.00
		SHUCRI YAGHI CONSULTING ENGRS, INC. Total Check Amount:				
200707	SO CAL RESURFACING INC.	04/24/2026	32937	110515141	COURT RESURFACE	\$6,790.00
		SO CAL RESURFACING INC. Total Check Amount:				
200708	SOLAR ENERGY BUILDERS INC.	04/24/2026	32078	840000000	DEVELOPER FEE REFUND	\$767.00
		SOLAR ENERGY BUILDERS INC. Total Check Amount:				
200709	STATE CONTROLLER	04/24/2026	22558	110141431	FY24/25 STREET REPORT	\$3,000.00
		STATE CONTROLLER Total Check Amount:				
200710	SWEENEY & ASSOCIATES, INC.	04/24/2026	32837	510707978	IRRIGATN DESIGN MAR26	\$1,687.50
		SWEENEY & ASSOCIATES, INC. Total Check Amount:				
200711	TURNOUT MAINTENANCE COMPANY, LLC	04/24/2026	19898	110222221	TURNOUT MAINTENANCE	\$572.00
		TURNOUT MAINTENANCE COMPANY, LLC Total Check Amount:				
200712	UNIFIRST CORPORATION	04/24/2026	27988	110212131	PD LNDRY SVCS 4/6/26	\$60.14
		04/24/2026	27988	110212131	PD LNDRY SVCS 4/13/26	\$60.14
		UNIFIRST CORPORATION Total Check Amount:				
200713	UNITED HEALTHCARE	04/24/2026	34100	174000000	AMBULANCE SVCS REFUND	\$15.00
		UNITED HEALTHCARE Total Check Amount:				
200714	URBAN GRAFFITI ENTERPRISES INC.	04/24/2026	4352	110515121	GRAFFITIREMOVAL MAR26	\$3,450.00
		URBAN GRAFFITI ENTERPRISES INC. Total Check Amount:				

City Disbursement Register

Between Apr 20, 2026 12:00 AM and Apr 24, 2026 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
200715	WESTERN AUDIO VISUAL	04/24/2026	24433	110111153	COUNCIL CHAMBER UPGRD	\$866.42	
WESTERN AUDIO VISUAL						Total Check Amount:	\$866.42
						Check Subtotal	\$348,799.83
V62453	AARON DANIEL ADAM	04/24/2026	32005	110212133	LIFESAVERS CONFERENCE	\$287.00	
		04/24/2026	32005	110212111	LIFESAVERS CONFERENCE	\$77.00	
AARON DANIEL ADAM						Total Check Amount:	\$364.00
V62454	ADMINISTRATIVE & PROF	04/24/2026	3344	110	4010 APEA MEMB 041726	\$516.00	
ADMINISTRATIVE & PROF						Total Check Amount:	\$516.00
V62455	THE ADVANTAGE GROUP	04/24/2026	24539	110	808C FSA URMED 041726	\$5,919.94	
		04/24/2026	24539	110	808B FSADEPCAR 041726	\$2,510.42	
THE ADVANTAGE GROUP						Total Check Amount:	\$8,430.36
V62456	ROGER AIELLI	04/24/2026	31021	110404424	UMPIRE FEES 4/13/26	\$111.00	
ROGER AIELLI						Total Check Amount:	\$111.00
V62457	LARRY ALANIS	04/24/2026	32661	110404424	UMPIRE FEES 4/13/26	\$111.00	
LARRY ALANIS						Total Check Amount:	\$111.00
V62458	ALL CITY MANAGEMENT SERVICES INC	04/24/2026	6604	110212132	CRSNG GRDS 3/15-3/28	\$3,686.25	
ALL CITY MANAGEMENT SERVICES INC						Total Check Amount:	\$3,686.25
V62459	ALTEC INDUSTRIES INC	04/24/2026	4668	480515161	ELECTRONIC MODULE	\$381.50	
ALTEC INDUSTRIES INC						Total Check Amount:	\$381.50
V62460	ALTERNATIVE HOSE, INC.	04/24/2026	18488	480515161	HOSE ASSEMBLY	\$170.39	
ALTERNATIVE HOSE, INC.						Total Check Amount:	\$170.39
V62461	BADGE FRAME, INC.	04/24/2026	24424	110	NAMEPLATES	(\$10.93)	
		04/24/2026	24424	110212111	NAMEPLATES	\$151.93	
BADGE FRAME, INC.						Total Check Amount:	\$141.00
V62462	BEST LAWN MOWER SERVICE	04/24/2026	16230	480515161	SMALL EQUIPMENT	\$1,924.85	
BEST LAWN MOWER SERVICE						Total Check Amount:	\$1,924.85
V62463	BPSEA MEMORIAL FOUNDATION	04/24/2026	14990	110	4050 MEMORIAL 041726	\$95.50	
BPSEA MEMORIAL FOUNDATION						Total Check Amount:	\$95.50
V62464	BREA AUTO SERVICE	04/24/2026	12780	480515161	A/C REPAIR	\$1,332.65	
BREA AUTO SERVICE						Total Check Amount:	\$1,332.65
V62465	BREA CITY EMPLOYEES ASSOCIATION	04/24/2026	3236	110	4005 BCEA MEMB 041726	\$876.00	
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount:	\$876.00
V62466	BREA DISPOSAL, INC	04/24/2026	3330	440515122	REFUSE COLLECTN MAR26	\$310,312.91	
BREA DISPOSAL, INC						Total Check Amount:	\$310,312.91
V62467	BREA FIREFIGHTERS ASSOCIATION	04/24/2026	3237	110	4016 ASSOCMEMB 041726	\$3,824.25	
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount:	\$3,824.25
V62468	BREA POLICE ASSOCIATION	04/24/2026	3769	110	4031 BPA MEMB 041726	\$3.50	
		04/24/2026	3769	110	4030 BPA REG 041726	\$4,437.50	
BREA POLICE ASSOCIATION						Total Check Amount:	\$4,441.00
V62469	BREA POLICE ATHLETIC LEAGUE	04/24/2026	1068	110	5010 B.P.A.L. 041726	\$122.50	
BREA POLICE ATHLETIC LEAGUE						Total Check Amount:	\$122.50
V62470	BREA POLICE MANAGEMENT ASSOCIATION	04/24/2026	21189	110	4020 PMA MEMB 041726	\$208.00	
		04/24/2026	21189	110	4019 LDF MEMB 041726	\$66.50	
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount:	\$274.50
V62471	CABINET MAGIC, INC.	04/24/2026	19581	490515151	FS2 EMERGENCY REPAIR	\$6,235.00	
CABINET MAGIC, INC.						Total Check Amount:	\$6,235.00
V62472	CANON FINANCIAL SERVICES, INC.	04/24/2026	20648	110141441	CPRELEASE BRC/PW APR26	\$352.45	
CANON FINANCIAL SERVICES, INC.						Total Check Amount:	\$352.45
V62473	COMLOCK SECURITY-GROUP	04/24/2026	13625	110515141	KEYS	\$155.27	
		04/24/2026	13625	490515151	KEYS & LOCKS	\$213.78	
		04/24/2026	13625	490515151	KEYS & LOCKS CCC	\$45.09	
COMLOCK SECURITY-GROUP						Total Check Amount:	\$414.14
V62474	DEPARTMENT OF HEALTH CARE SERVICES	04/24/2026	33434	174222225	PP-GEMT CONTRIBUTN #6	\$80,483.00	
DEPARTMENT OF HEALTH CARE SERVICES						Total Check Amount:	\$80,483.00
V62475	ECONOLITE SYSTEMS, INC.	04/24/2026	27147	110515121	PREVENTATVE MNT FEB26	\$3,273.23	
		04/24/2026	27147	110515121	PREVENTATVE MNT MAR26	\$3,273.23	
		04/24/2026	27147	110515121	ROLLING REPORT MAR26	\$20,402.64	
		04/24/2026	27147	110515121	ROLLING REPORT FEB26	\$6,777.41	
		04/24/2026	27147	110515121	ST LIGHT POLE REPLMNT	\$4,503.62	
ECONOLITE SYSTEMS, INC.						Total Check Amount:	\$38,230.13
V62476	ENTENMANN ROVIN COMPANY	04/24/2026	3457	110212111	BADGES	\$165.85	
ENTENMANN ROVIN COMPANY						Total Check Amount:	\$165.85
V62477	EVERNORTH CARE SOLUTIONS, INC.	04/24/2026	32734	110141481	EAP SVCS MAY 2026	\$1,188.28	
EVERNORTH CARE SOLUTIONS, INC.						Total Check Amount:	\$1,188.28

City Disbursement Register

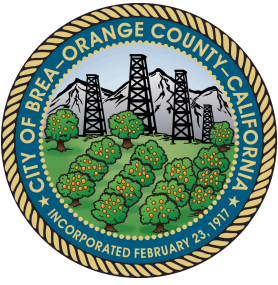
Between Apr 20, 2026 12:00 AM and Apr 24, 2026 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V62478	FLEET SERVICES	04/24/2026	5658	480515161	AIR FITTINGS	\$469.88
		04/24/2026	5658	480515161	FUEL PRIMER	\$825.89
		04/24/2026	5658	480515161	FUEL FILTER ASSEMBLY	\$518.71
FLEET SERVICES					Total Check Amount:	\$1,814.48
V62479	GRAINGER	04/24/2026	13634	420515131	PLUMBING SUPPLIES	\$1,040.69
GRAINGER					Total Check Amount:	\$1,040.69
V62480	KRISTIN MICHELLE GRIFFITH	04/24/2026	32046	110111143	TRAINING REIMB	\$782.20
KRISTIN MICHELLE GRIFFITH					Total Check Amount:	\$782.20
V62481	GUARANTEED JANITORIAL SERVICES, INC	04/24/2026	28695	110515125	MAR26 JAN SVCS: DT	\$3,086.33
		04/24/2026	28695	490515151	MAR26 JAN SVCS: CCC	\$10,334.08
		04/24/2026	28695	490515151	MAR26 JAN SVCS:PLUNGE	\$191.83
		04/24/2026	28695	490515151	MAR26 JAN SVCS: BCC	\$4,756.75
		04/24/2026	28695	490515151	MAR26 JAN SVCS: YARD	\$1,390.50
		04/24/2026	28695	490515151	MAR26 JAN SVCS:P.HALL	\$1,281.91
		04/24/2026	28695	490515151	MAR26 DAY PORTERS-BCC	\$5,403.54
		04/24/2026	28695	490515151	MAR26 DAY PORTERS-CCC	\$5,403.54
		04/24/2026	28695	490515151	MAR26 JAN SVCS:SR CTR	\$2,936.75
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$34,785.23
V62482	JOANNA HODSON	04/24/2026	17998	110212111	TRAINING MILEAGE	\$12.62
JOANNA HODSON					Total Check Amount:	\$12.62
V62483	HOLLY ELECTRIC INC.	04/24/2026	27530	346515112	LIGHT REPAIR	\$589.30
		04/24/2026	27530	360515145	WILDCATTERS BLDG LGH	\$3,630.00
HOLLY ELECTRIC INC.					Total Check Amount:	\$4,219.30
V62484	CECILIA HUPP	04/24/2026	25261	110111111	TRAINING REIMB	\$70.00
CECILIA HUPP					Total Check Amount:	\$70.00
V62485	INLAND ROUNDBALL OFFICIALS INC.	04/24/2026	31906	110404424	REFEREE FEES 4/9-4/14	\$1,410.00
INLAND ROUNDBALL OFFICIALS INC.					Total Check Amount:	\$1,410.00
V62486	AMELIA SABRINA JACINTO	04/24/2026	33761	110404521	MILEAGE MAR 2026	\$91.35
AMELIA SABRINA JACINTO					Total Check Amount:	\$91.35
V62487	K PRO STONE CARE	04/24/2026	20535	110515125	DOWNTOWN TRASH SVC	\$2,600.00
		04/24/2026	20535	110515125	DOWNTOWN POWERWASH	\$3,500.00
K PRO STONE CARE					Total Check Amount:	\$6,100.00
V62488	KRISTOFER KATAOKA	04/24/2026	18385	110404542	MILEAGE APRIL 2026	\$28.28
KRISTOFER KATAOKA					Total Check Amount:	\$28.28
V62489	KELLY SPICERS STORES	04/24/2026	31267	110141441	PAPER	\$782.30
KELLY SPICERS STORES					Total Check Amount:	\$782.30
V62490	KREUZER CONSULTING GROUP	04/24/2026	22072	510707482	PROF ENGG SVCS MAR26	\$18,216.00
KREUZER CONSULTING GROUP					Total Check Amount:	\$18,216.00
V62491	L.N. CURTIS & SONS	04/24/2026	1053	174222225	AMB OPERATOR UNIFORMS	\$105.45
		04/24/2026	1053	110212111	CADET UNIFORMS	\$359.97
		04/24/2026	1053	110222221	GLOVES	\$1,069.74
L.N. CURTIS & SONS					Total Check Amount:	\$1,535.16
V62492	LAKEMAN CHASSIS	04/24/2026	12885	110515141	LIGHT FIXTURE FABRCTN	\$707.72
LAKEMAN CHASSIS					Total Check Amount:	\$707.72
V62493	LIBERTY PAINTING & RESTORATION, INC	04/24/2026	25899	490515151	PS1 PARKING STENCIL	\$2,080.00
LIBERTY PAINTING & RESTORATION, INC					Total Check Amount:	\$2,080.00
V62494	LIFE-ASSIST, INC.	04/24/2026	10530	174222222	PM SUPPLIES FS2	\$5,116.78
		04/24/2026	10530	174222222	PM SUPPLIES FS3	\$1,810.89
		04/24/2026	10530	542222221	PM SUPPLIES FS2	\$5,689.85
LIFE-ASSIST, INC.					Total Check Amount:	\$12,617.52
V62495	MAR-CO EQUIPMENT COMPANY	04/24/2026	20329	480515161	RAIN CAPS	\$72.90
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$72.90
V62496	MESSINA AND ASSOCIATES	04/24/2026	25217	110212111	MGMT WORKSHOP	\$3,700.00
MESSINA AND ASSOCIATES					Total Check Amount:	\$3,700.00
V62497	MINER, LTD	04/24/2026	27173	490515151	YARD GATE REPAIRS	\$497.77
		04/24/2026	27173	490515151	FS3 DOOR REPAIR	\$852.50
		04/24/2026	27173	490515151	PD GATE	\$6,832.86
		04/24/2026	27173	490515151	FS3 DOOR REPAIRS	\$1,281.40
		04/24/2026	27173	490515151	FS3 GATE REPAIR	\$770.66
MINER, LTD					Total Check Amount:	\$10,235.19
V62498	CAITLIN MOHNEY	04/24/2026	29108	110404521	YOGA MARCH 2026	\$150.00
CAITLIN MOHNEY					Total Check Amount:	\$150.00
V62499	MOTOROLA SOLUTIONS, INC.	04/24/2026	22012	234212143	L6Q ANNUAL MAINT	\$2,849.76
MOTOROLA SOLUTIONS, INC.					Total Check Amount:	\$2,849.76

City Disbursement Register

Between Apr 20, 2026 12:00 AM and Apr 24, 2026 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
V62500	NIEVES LANDSCAPE, INC.	04/24/2026	31375	110515143	MED/GREENBELTS MAR26	\$13,882.04	
		04/24/2026	31375	341515112	MD#1 LANDSCAPE MAR26	\$1,570.36	
		04/24/2026	31375	343515112	MD#3 LANDSCAPE MAR26	\$2,661.81	
		04/24/2026	31375	346515112	MD#6 LANDSCAPE MAR26	\$6,680.28	
		04/24/2026	31375	110515141	PARKS MOWING MAR26	\$11,283.20	
		04/24/2026	31375	347515112	MD#7 LANDSCAPE MAR26	\$1,063.17	
		04/24/2026	31375	360515145	WC PARK LANDSCAPE MAR26	\$2,766.69	
NIEVES LANDSCAPE, INC.						Total Check Amount:	\$39,907.55
V62501	PLUMBING WHOLESALE OUTLET, INC.	04/24/2026	18392	490515151	FS3 TOILET	\$80.25	
		04/24/2026	18392	490515151	PLUMBING REPAIRS FS3	\$193.95	
		04/24/2026	18392	110515141	PLUMBING SUPPLIES	\$77.44	
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount:	\$351.64
V62502	QUADIENT LEASING USA, INC	04/24/2026	30262	110141441	MAILSYST LSE FEB-APR	\$1,400.43	
QUADIENT LEASING USA, INC						Total Check Amount:	\$1,400.43
V62503	RCS INVESTIGATIONS & CONSULTING LLC	04/24/2026	22534	110141481	FF TRAINEE BG INVESTG	\$19,800.00	
RCS INVESTIGATIONS & CONSULTING LLC						Total Check Amount:	\$19,800.00
V62504	ROLLINS, INC DBA ORKIN, LLC.	04/24/2026	30616	110515125	PEST CONTROL MAR 2026	\$339.15	
		04/24/2026	30616	490515151	PEST CONTROL MAR 2026	\$1,236.90	
		04/24/2026	30616	420515131	PEST CONTROL MAR 2026	\$179.55	
		04/24/2026	30616	110515141	PEST CONTROL MAR 2026	\$239.40	
ROLLINS, INC DBA ORKIN, LLC.						Total Check Amount:	\$1,995.00
V62505	SITEONE LANDSCAPE SUPPLY, LLC	04/24/2026	25942	360515147	IRRIGATION SUPPLIES	\$284.72	
		04/24/2026	25942	110515141	IRRIGATION SUPPLIES	\$136.21	
SITEONE LANDSCAPE SUPPLY, LLC						Total Check Amount:	\$420.93
V62506	STATE INDUSTRIAL PRODUCTS	04/24/2026	8572	490515151	LAUNDRY DETERGENT	\$639.01	
STATE INDUSTRIAL PRODUCTS						Total Check Amount:	\$639.01
V62507	STEAMX LLC	04/24/2026	24072	480515161	HOSE	\$106.46	
STEAMX LLC						Total Check Amount:	\$106.46
V62508	SUPERIOR PAVEMENT MARKINGS	04/24/2026	26443	110515121	STRIPING MULTIPLE ST'S	\$2,561.11	
SUPERIOR PAVEMENT MARKINGS						Total Check Amount:	\$2,561.11
V62509	TROPICAL PLAZA NURSERY, INC	04/24/2026	2062	345515112	MD5 LANDSCAPE MAR26	\$3,026.41	
		04/24/2026	2062	110515143	GATEWAY CTR MAR26	\$1,596.50	
		04/24/2026	2062	420515131	CITY RESERVOIRS MAR26	\$1,844.66	
TROPICAL PLAZA NURSERY, INC						Total Check Amount:	\$6,467.57
V62510	BRITANY MARIANA VILLA VELA	04/24/2026	32898	110212111	LIFESAVERS CONFERENCE	\$77.00	
		04/24/2026	32898	110212133	LIFESAVERS CONFERENCE	\$287.00	
BRITANY MARIANA VILLA VELA						Total Check Amount:	\$364.00
V62511	VINTAGE CREEK SENIOR APARTMENTS LP	04/24/2026	29395	270323218	SENIOR SUBSIDY MAY26	\$254.00	
VINTAGE CREEK SENIOR APARTMENTS LP						Total Check Amount:	\$254.00
V62512	VISTA PAINT CORPORATION	04/24/2026	4573	110515144	PAINT	\$583.72	
VISTA PAINT CORPORATION						Total Check Amount:	\$583.72
V62513	WEST COAST SAND & GRAVEL, INC.	04/24/2026	11519	420515131	SAND	\$731.32	
WEST COAST SAND & GRAVEL, INC.						Total Check Amount:	\$731.32
Voucher Subtotal						\$643,067.95	
W26026	U.S. BANK OF CALIFORNIA	04/21/2026	14102	950	LAIF CONTRIBUTION	\$46,394.62	
		04/21/2026	14102	951	LAIF WITHDRAWAL	(\$394.62)	
U.S. BANK OF CALIFORNIA						Total Check Amount:	\$46,000.00
Wire Subtotal						\$46,000.00	
TOTAL						\$1,037,867.78	



CITY *of* BREA

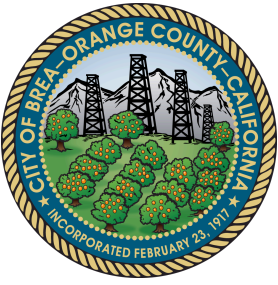
City Council Regular Meeting
Communication
May 5, 2026
Item No. 5A.

Annual Public Hearing to Review Full-Time Vacancies and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561

TO	PREPARED BY
Honorable Mayor and City Council Members	Michelle Munoz, Human Resources Analyst II
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Kristin Griffith, City Manager	Kristin Griffith, City Manager

RECOMMENDATION

This item will be continued to the June 16, 2026 Regular City Council meeting.



CITY of BREA

City Council Regular Meeting
Communication
May 5, 2026
Item No. 6A.

Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2025-27

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

RECOMMENDATION

Staff Recommends that the City Council take the following actions:

1. Adopt a resolution amending the City Operating Budget for FY 2025-26 and FY 2026-27,
2. Adopt a resolution amending the FY 2025-26 and FY 2026-27 of the Capital Improvement Program Budget; and
3. Adopt a resolution amending the City's Position Allocation List to change the status of an existing Code Enforcement Officer position from part-time to full-time within the Community Development Department

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of funds for items previously approved by the City Council during the fiscal year, as well as staff-recommended adjustments for City Council consideration, including updates to revenue estimates. These adjustments are organized by funding source and accounts are identified as either revenue accounts "(REV)", expenditure accounts "(EXP)", transfers-out "(TEXP)" or transfers-in "(TREV)".

For FY 2025-27, the following information highlights a few of 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. Funding is available from fund balance.

- Included in these adjustments are increased revenue projections from property taxes for FY 2026-27 in the amount of \$870,175, which are based upon updated projections provided by the City's property tax consultant, HdL Companies. Property tax projections are based upon activity through December 31, 2025 and represent a 5.2% increase in comparison to the current year budget.
- Sales tax activity increased by approximately 8.2% quarter-over-quarter for the period ending December 31, 2025. Primary drivers of growth include general consumer goods, building & construction and restaurant sectors. Despite this recent strength, the downward adjustment in the forecast compared to budget adoption is largely attributed to declines in the auto and transportation sectors. This results in a budget reduction of \$1,714,441 in FY 2025-26 and \$1,410,111 in FY 2026-27.
- For FY 2025-26, Olinda Landfill Host Fees for In-County tonnage are less than initially projected by \$710,172 based upon activity through December 31, 2025. No changes to future projections are assumed at this time as the cooperative agreement with the County is currently under review.

- For FY 2025-26, the Police Services Department anticipates salary and benefit savings from vacancies of \$1,436,000 and has also identified additional vehicle code traffic fine revenue of approximately \$49,300 from a one-time court order decision.
- For Community Development, initial revenue projections are recommended for the short-term rental program including increased transient occupancy tax (hotel tax) as well as short-term application fees for FY 2026-27. The short-term rental fee is currently set at \$1,000 per application. This results in a positive increase of \$253,670 and is based upon the issuance of 50 out of the 100 allowable application permits. Program expenditures of \$64,961 are also recommended to fund additional licenses for the short-term rental module within the City's development permitting software, as well as changes to the status of an existing Code Enforcement Officer position from part-time to full-time. This change requires City Council action to amend the City's adopted Position Allocation List.

For the City's Capital Improvement Program Budget, recommended adjustments are provided in CIP - Exhibit A. This includes a transfer request of Water Funds (420) of \$200,000 from the Thompson Oil Site Hydrant Improvement Project (CIP 7494) to the Miscellaneous Water Improvement Project (CIP 7442) to assist in the implementation of water improvements, including water main repairs and upgrades to existing facilities, equipment and appurtenances. In addition, a new CIP project is recommended to be added for the Carbon Canyon Helicopter Dip Tank Project (CIP 7498), which includes construction of a new helicopter dip tank and all the associated infrastructure improvements needed to support wildland firefighting operations. The project cost of \$265,000 will be funded through developer contributions. Lastly, staff recommends transferring \$888,971 in Road Maintenance & Repair Funds (221) from the Birch Street Improvements Project from Associated Road to Valencia (CIP 7329) to Birch Street Improvements Project from Brea Boulevard to S. Associated Road (CIP 7335) to continue roadway maintenance and repair efforts in accordance with the City's Pavement Management Plan.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at the April 28, 2026 meeting and recommended City Council approval.

FISCAL IMPACT/SUMMARY

The Fiscal Year 2025-26 and 2026-27 City Operating Budget adjustments for the City's General Fund (110) are provided in City - Exhibit A. The request results in a net decrease of \$2,239,385 in revenues and transfers-in and a decrease in expenditures and transfers-out of \$1,276,072; for a net General Fund decrease in revenues over expenditures of \$963,313 for FY 2025-26. For FY 2026-27, there is a net decrease in revenues over expenditures of \$493,018.

The City Operating Budget adjustments for all funds, including the General Fund (110), result in a net decrease in revenues and transfers-in of \$3,931,585 and a decrease in expenditures and transfers-out of \$1,628,272 for a net decrease in revenues over expenditures of \$2,303,313 for FY 2025-26. For FY 2026-27, the proposed adjustments result in a decrease in revenues and transfers-in of \$428,057 and an increase in expenditures and transfers-out of \$64,961 for a net decrease in revenues over expenditures of \$493,018.

The Capital Improvement Program Budget adjustments result in an increase in revenues of \$265,000 and increase in expenditures of \$265,000.

The budget remains balanced after all adjustments.

Attachments

[City - Exhibit A](#)

[City - Resolution](#)

[CIP - Exhibit A](#)

[CIP Resolution](#)

[Amend Position Allocation List - Resolution](#)

City of Brea
FY 2025-26 & 2026-27
OPERATING BUDGET ADJUSTMENTS

May 5, 2026

			Fiscal Year 2025-26			Fiscal Year 2026-27			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
GENERAL FUND (110)									
3729	(REV)	Miscellaneous Revenues	\$ 5,523	\$ 31,923	\$ 26,400	\$ 5,523	\$ 5,523	\$ -	For FY 2025-26, recognize credit from Verizon for the CradlePoint Modems that is recommended to be transferred to the IT Internal Services Fund (475) to offset related costs for the purchase of Police Mobile Data Computers (MDC)
5985	(TEXP)	Transfer Out to IT Internal Services Fund (475)	\$ -	\$ 26,400	\$ 26,400	\$ -	\$ -	\$ -	
3111	(REV)	Secured Current Year	\$ 15,898,526	\$ 15,898,526	\$ -	\$ 16,105,955	\$ 16,853,788	\$ 747,833	For FY 2026-27, property tax revenues include updated projections from the City's property tax consultant. Property tax projections are based upon activity through December 31, 2025. Represents a 5.2% increase in comparison to current year budget.
3112	(REV)	Unsecured Current Year	\$ 345,751	\$ 345,751	\$ -	\$ 335,163	\$ 350,481	\$ 15,318	
3113	(REV)	Secured/Unsecured Prior Years	\$ 160,000	\$ 160,000	\$ -	\$ 170,000	\$ 156,952	\$ (13,048)	
3514	(REV)	Property Tax in Lieu of Vehicle License Fees	\$ 5,958,870	\$ 5,958,870	\$ -	\$ 6,052,682	\$ 6,172,754	\$ 120,072	
3121	(REV)	Sales Tax	\$ 27,269,550	\$ 25,555,109	\$ (1,714,441)	\$ 27,439,453	\$ 26,029,342	\$ (1,410,111)	<p>Sales tax activity increased by approximately 8.2% in the fourth quarter of 2025 (4Q25) compared to the fourth quarter of 2024 (4Q24), primarily driven by growth in the general consumer goods, building and construction, and restaurant sectors. In addition, the City experienced a notable increase in county pool allocations during the quarter, which further contributed to the overall gain.</p> <p>Despite this recent strength, the downward adjustment to the forecast compared to budget adoption on June 17, 2025 is largely attributable to declines in the autos and transportation sector.</p>
3123	(REV)	Transient Occupancy Tax	\$ 2,513,388	\$ 2,513,388	\$ -	\$ 2,734,802	\$ 2,567,011	\$ (167,791)	For FY 2026-27, Projected revenue loss as a result of the permanent closure of Extended Stay Hotel.
3124	(REV)	Franchise Fees	\$ 1,543,787	\$ 1,369,787	\$ (174,000)	\$ 1,613,800	\$ 1,439,800	\$ (174,000)	For FY 2025-26, the franchise fee from Southern California Gas and Southern California Edison is less than initially projected as calculations can fluctuate year to year based upon gas/energy prices and customer usage.

			Fiscal Year 2025-26			Fiscal Year 2026-27			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
3125	(REV)	Business License	\$ 1,100,000	\$ 1,149,000	\$ 49,000	\$ 1,100,000	\$ 1,150,000	\$ 50,000	For FY 2025-26, a Business License Study requested to be funded from additional projected business license tax revenue. For FY 2026-27, revenue is trending higher than initially projected
1424	(EXP)	Treasury	\$ 329,066	\$ 378,066	\$ 49,000	\$ 331,958	\$ 331,958	\$ -	
3126	(REV)	Real Property Transfer	\$ 250,000	\$ 400,000	\$ 150,000	\$ 250,000	\$ 400,000	\$ 150,000	For FY 2025-26 and FY 2026-27, real property transfer is projected to be higher than initially budgeted based upon revenue activity through December 31, 2025.
3627	(REV)	Olinda Host Fees	\$ 1,741,172	\$ 1,031,000	\$ (710,172)	\$ 1,741,172	\$ 1,741,172	\$ -	For FY 2025-26, In-County tonnage is less than initially projected from activity through December 31, 2025. No change to future projections as the cooperative agreement with the County is currently under review.

Police Services

3311	(REV)	Vehicle Code - Traffic	\$ 80,000	\$ 129,300	\$ 49,300	\$ 80,000	\$ 80,000	\$ -	During the month of August, additional vehicle code traffic fines were received related to a court order decision to distribute one-time bail amount to the City of Brea. No additional one-time revenue is anticipated for FY 2026-27.
2112	(EXP)	Community Outreach Bureau	\$ 1,039,076	\$ 846,376	\$ (192,700)	\$ 944,302	\$ 944,302	\$ -	For FY 2025-26, salary and benefit savings realized from vacancy savings.
2121	(EXP)	Investigation Bureau	\$ 5,484,418	\$ 4,826,418	\$ (658,000)	\$ 6,186,334	\$ 6,186,334	\$ -	
2131	(EXP)	Patrol	\$ 13,909,888	\$ 13,865,388	\$ (44,500)	\$ 14,688,020	\$ 14,688,020	\$ -	
2132	(EXP)	Traffic	\$ 2,422,539	\$ 2,240,339	\$ (182,200)	\$ 2,321,144	\$ 2,321,144	\$ -	
2133	(EXP)	Public Safety Communications	\$ 2,099,126	\$ 2,026,026	\$ (73,100)	\$ 2,126,967	\$ 2,126,967	\$ -	
2141	(EXP)	Special Programs	\$ 2,341,576	\$ 2,056,076	\$ (285,500)	\$ 2,427,065	\$ 2,427,065	\$ -	

Fire Services

3549	(REV)	State Grants - Other	\$ 609,794	\$ 624,015	\$ 14,221	\$ 156,000	\$ 156,000	\$ -	For FY 2025-26, Expense and reimbursement for various Fire Strike Team responses including the Wolf Fire in Riverside County, the Garnet Fire in Fresno County and the Gifford Fire in Santa Barbara County.
3569	(REV)	Federal Grants - Other	\$ 189,613	\$ 227,420	\$ 37,807	\$ 8,500	\$ 8,500	\$ -	
2221	(EXP)	Fire Operations	\$ 7,835,859	\$ 7,887,887	\$ 52,028	\$ 8,177,034	\$ 8,177,034	\$ -	

			Fiscal Year 2025-26			Fiscal Year 2026-27			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
Community Development									
3123	(REV)	Transient Occupancy Tax	\$ 2,513,388	\$ 2,513,388	\$ -	\$ 2,567,011	\$ 2,770,681	\$ 203,670	For FY 2026-27 includes estimated short-term transient occupancy revenue. Based upon 50 out of the maximum 100 short-term rental applications. Future projections to be revised as more information becomes available.
3727	(REV)	Miscellaneous Revenues	\$ 123,395	\$ 123,395	\$ -	\$ 223,395	\$ 273,395	\$ 50,000	For FY 2026-27 includes estimated short-term rental application fees at \$1,000 per application.
3214	(EXP)	Economic Development	\$ 602,475	\$ 602,475	\$ -	\$ 640,937	\$ 646,937	\$ 6,000	For FY 2026-27, additional Accela licenses need for short-term rental module.
3243	(EXP)	Code Enforcement	\$ 91,133	\$ 91,133	\$ -	\$ 96,047	\$ 155,008	\$ 58,961	For FY 2026-27, a status change of an existing Code Enforcement Officer position from part-time to full-time status in the Community Development Department to address increased demand for enforcement services. The full-time Code Enforcement Officer would reduce delays in addressing complaints and violations more efficiently, as well as provide additional coverage to address the Public Works waste & recycling compliance efforts, the recently implemented short-term rental program, and ongoing violations.
Public Works									
3723	(REV)	Recovery of Overhead	\$ 45,502	\$ 78,002	\$ 32,500	\$ 25,500	\$ 25,500	\$ -	Repair and/or replacement of property damage due to traffic accidents (light poles, street signs, etc.) Reimbursed by insurance policyholder and/or responsible party.
5121	(EXP)	Street Maintenance	\$ 2,237,607	\$ 2,270,107	\$ 32,500	\$ 2,018,842	\$ 2,018,842	\$ -	
Change in Fund Revenues			\$ (2,239,385)			\$ (428,057)			
Change in Transfers-In			-			-			
Change in Fund Expenditures			\$ (1,302,472)			\$ 64,961			
Change in Transfers-Out			26,400			-			
Net Change in Revenues over Expenditures			\$ (963,313)			\$ (493,018)			
GENERAL PLAN MAINTENANCE FUND (120)									
3411	(REV)	Interest Earnings	\$ 14,000	\$ 14,865	\$ 865	\$ 25,000	\$ 25,000	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 1,210	\$ 2,075	\$ 865	\$ 2,200	\$ 2,200	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			

			Fiscal Year 2025-26			Fiscal Year 2026-27			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
PARAMEDIC SERVICES FUND (174)									
3549	(REV)	State Grants - Other	\$ -	\$ 13,758	\$ 13,758	\$ -	\$ -	\$ -	For FY 2025-26, Expense and reimbursement for various Fire Strike Team responses including the Wolf Fire in Riverside County, the Garnet Fire in Fresno County and the Gifford Fire in Santa Barbara County.
3569	(REV)	Federal Grants - Other	\$ -	\$ 260,824	\$ 260,824	\$ -	\$ -	\$ -	
2222	(EXP)	Paramedic Services	\$ 9,235,995	\$ 9,510,577	\$ 274,582	\$ 9,731,446	\$ 9,731,446	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			
GAS TAX FUND (220)									
3411	(REV)	Interest Earnings	\$ 1,100	\$ 3,469	\$ 2,369	\$ 1,400	\$ 1,400	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 130	\$ 2,499	\$ 2,369	\$ 150	\$ 150	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			
ROAD MAINTENANCE & REPAIR TAX FUND (221)									
3411	(REV)	Interest Earnings	\$ 25,500	\$ 27,033	\$ 1,533	\$ 46,000	\$ 46,000	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 2,020	\$ 3,553	\$ 1,533	\$ 3,630	\$ 3,630	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			
AIR QUALITY IMPROVEMENT FEES FUND (240)									
3411	(REV)	Interest Earnings	\$ 20	\$ 326	\$ 306	\$ 120	\$ 120	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 20	\$ 326	\$ 306	\$ 120	\$ 120	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			
PARK DEVELOPMENT FUND (250)									
3411	(REV)	Interest Earnings	\$ 7,900	\$ 9,645	\$ 1,745	\$ 8,000	\$ 8,000	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 680	\$ 2,425	\$ 1,745	\$ 690	\$ 690	\$ -	
Net Change in Revenues over Expenditures			\$ -			\$ -			

			Fiscal Year 2025-26			Fiscal Year 2026-27			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
AFFORDABLE HOUSING TRUST FUND (270)									
3549	(REV)	State Grants - Other	\$ 8,688,491	\$ 6,688,491	\$ (2,000,000)	\$ -	\$ -	\$ -	For FY 2025-26, the City Council authorized an appropriation on May 7, 2024 of \$8,028,491.51 for the Jamboree PSH project which initially included funding from CalOptima of \$6,028,491.51 and \$2,000,000 from Fund 270. Subsequently, on July 8, 2024, the City was also awarded a \$660,000 grant from the State's Prohousing Incentive Program (PIP) for the PSH project, therefore reducing the original \$2,000,000 obligation of 270 funds to \$1,340,000.
3215	(EXP)	Housing	\$ 11,020,291	\$ 10,360,291	\$ (660,000)	\$ -	\$ -	\$ -	
Net Change in Revenues over Expenditures					\$ (1,340,000)			\$ -	
IT INTERNAL SERVICES FUND (475)									
3985	(TREV)	Transfer In from the General Fund (110)	\$ -	\$ 26,400	\$ 26,400	\$ -	\$ -	\$ -	For FY 2025-26, recognize credit from Verizon for the CradlePoint Modems that is recommended to be transferred from the General Fund (110) to offset related costs for the purchase of Police Mobile Data Computers (MDC)
1471	(EXP)	Information Technology	\$ 4,023,194	\$ 4,049,594	\$ 26,400	\$ 3,006,630	\$ 3,006,630	\$ -	
Net Change in Revenues over Expenditures					\$ -			\$ -	
Total Change in Fund Revenues					\$ (3,957,985)			\$ (428,057)	
Total Change in Transfers-In					26,400			-	
Total Change in Fund Expenditures					\$ (1,654,672)			\$ 64,961	
Total Change in Transfers-Out					26,400			-	
Net Change in Revenues over Expenditures					\$ (2,303,313)			\$ (493,018)	

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
AMENDING THE CITY OPERATING BUDGET FOR FY 2025-26 AND
FY 2026-27 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 2025-26 and FY 2026-27, Resolution No. 2025-045, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of May, 2026.

Mayor

ATTEST: _____

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of May, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

May 5, 2026

Account	Fiscal Year 2025-26			Fiscal Year 2026-27			Description
	Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
CAPITAL IMPROVEMENT PROGRAM FUND (510)							
510909420 3985 (TREV) Transfer-In from Water Fund (420)	\$ 7,213,149	\$ 7,213,149	\$ -	\$ 3,950,000	\$ 3,950,000	\$ -	The planned fire hydrant improvements appropriated under CIP Project 7497 will no longer be needed as additional analysis is needed to identify the long-term viability of oil production at the project site. Water Funds (420) are requested to be transferred to CIP Project 7442 to aid in the implementation of water improvements including water main repairs and upgrades to existing facilities, equipment, and appurtenances.
510707494 4098 (EXP) Thompson Oil Site Hydrant Improvements	\$ 200,000	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	
510707442 4098 (EXP) Miscellaneous Water Improvements	\$ 299,521	\$ 499,521	\$ 200,000	\$ -	\$ -	\$ -	
510707498 3742 (REV) Developer Contribution - Public Improvements	\$ -	\$ 265,000	\$ 265,000	\$ -	\$ -	\$ -	Add CIP Project 7498 Carbon Canyon Helicopter Dip Tank. The Project consists of the construction of a new helicopter dip tank and all infrastructure improvements necessary to use the site for wildland firefighting purposes. Funded from developer contributions.
510707498 4098 (EXP) Carbon Canyon Helicopter Dip Tank	\$ -	\$ 265,000	\$ 265,000	\$ -	\$ -	\$ -	
510909221 3985 (TREV) Transfer-In from RMRA (221)	\$ 3,905,082	\$ 3,905,082	\$ -	\$ -	\$ -	\$ -	The planned phases of CIP Project 7329 - Birch St. Improvements have been constructed and project savings from the Road Maintenance and Repair Fund (221) are requested to be transferred to CIP Project 7335.
510707329 4098 (EXP) Birch Street Improvements S. Associated Road to Valencia	\$ 4,045,177	\$ 3,156,206	\$ (888,971)	\$ -	\$ -	\$ -	
510707335 4098 (EXP) Birch Street Improvements Brea Boulevard to S. Associated Road	\$ -	\$ 888,971	\$ 888,971	\$ -	\$ -	\$ -	CIP Project 7335 will improve the pavement on Birch Street, from Brea Boulevard to S. Associated Road, pursuant to the City's Pavement Management Plan. The improvements will include paving upgrades, the removal and reconstruction of curb, gutter, sidewalk, and ADA ramps.
Change in Fund Revenues			\$ 265,000				\$ -
Change in Transfers-In			-				-
Change in Fund Expenditures			265,000				-
Change in Transfers-Out			-				-
Net Change in Revenues over Expenditures			\$ -				\$ -

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
AMENDING FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27 OF
THE CAPITAL IMPROVEMENT PROGRAM BUDGET**

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2025-26 and 2026-27 of the Capital Improvement Program Budget, Resolution No. 2025-047, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of May, 2026.

Mayor

ATTEST: _____

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of May, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE POSITION ALLOCATION LIST TO CHANGE THE STATUS OF THE EXISTING CODE ENFORCEMENT OFFICER POSITION FROM PART-TIME TO FULL-TIME IN THE BUILDING & SAFETY DIVISION WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT.

A. Recitals.

- (i) Section 2.08 of the Brea Municipal Code provides that the City Council shall prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.
- (ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.
- (iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to insure the efficient economical operation of the various City departments.
- (iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

B. Resolution.

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to Amend the Position Allocation List beginning with Fiscal Year 2026-27 to change the status of the Code Enforcement Officer Position from part-time to full-time within the Community Development Department.

APPROVED and ADOPTED THIS 5th day of May 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 5th of May 2026, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

RESO NO. 2026-
May 5, 2026

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: _____

Victoria Popescu, City Clerk