



Finance Committee Agenda

Tuesday, October 13, 2026, 8:30 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

MEMBERS: Mayor Pro Tem Marty Simonoff, Chair and Council Member Steve Vargas

ALTERNATES: Mayor Cecilia Hupp and Council Member Christine Marick

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7676 or view the Agenda and related materials on the City's website at <https://www.cityofbrea.gov/1857/Meetings-and-Agendas>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post document before the meeting.

Procedures for addressing the Committee

Members of the public may offer comment by phone or email or may observe the meeting by attending in person. All requests to offer comment must be submitted via phone by calling (714) 990-7676 or by emailing breannad@cityofbrea.gov by 12:00 p.m. on the Monday prior to 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 Administrative Services Office at (714) 990-7676. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

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

1. CALL TO ORDER/ROLL CALL

- 1.A. Attendees
- 1.B. Matters from the Audience

2. CONSENT

- 2.A. Approval of Minutes 08-11-2026

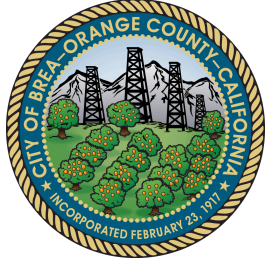
3. DISCUSSION

- 3.A. Waive Full Reading of and Introduce Ordinance No. 1279, an Ordinance of the City City Council of the City of Brea Granting a Pipeline Franchise to Waste Water Disposal Company, and Approve a CEQA Exemption Determination
- 1. Waive full reading of and introduce Ordinance No. 1279, "An Ordinance of the City Council of the City of Brea Granting a Pipeline Franchise to Waste Water Disposal Company," by title only and approve a California Environmental Quality Act (CEQA) exemption determination
 - 2. Appropriate any revenues received as part of this franchise in the Fiscal Year 2026-27 Operating Budget
 - 3. Authorize the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department
- 3.B. Temporary Parking Structure Use Agreement between the City of Brea and The Retail Property Trust for 175 South Madrona Avenue
- 1. Approve a temporary Parking Structure Use Agreement with The Retail Property Trust for use of the City's downtown parking structure located at 175 South Madrona Avenue (Attachment A)
 - 2. Authorize the City Manager, or their designee, to execute the Parking Structure Use Agreement on behalf of the City, and make any non-substantive changes deemed necessary or appropriate by the City Manager and the City Attorney
 - 3. Amend the City's Fiscal Year 2026-27 General Fund (110) Operating Budget to appropriate \$51,345 in additional revenue from the new Parking Structure Use Agreement
- 3.C. Accept a \$60,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations
- 1. Accept an Office of Traffic Safety Selective Traffic Enforcement Program (OTSTEP) Grant Award which funds best practice strategies to be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors, in the amount of \$60,000, for the one-year grant period which begins October 1, 2026, and ends September 30, 2027.
- 3.D. Authorize an Application for the CalOptima City Health Improvement Grant Program
- 1. Authorize City staff to apply for grant funding through the CalOptima City Health Improvement Grant Program
 - 2. Authorize the City Manager or designee to execute forthcoming agreements and documents required by CalOptima in connection with the City Health Improvement Grant Program
 - 3. If awarded, amend the Fiscal Year 2026-27 operating budget to reflect receipt of up to \$97,464.79 in grant revenue, as well as authorize the awarded amount in operating expenditures for the proposed grant funded project

4. ADJOURNMENT

Next Scheduled Meeting: Tuesday, October 27, 2026

Date Posted: October 8, 2026



CITY *of* BREA

Finance Committee Communication
October 13, 2026
Item No. 2A.

Approval of Minutes 08-11-2026

TO	PREPARED BY
Finance Committee Members	Breanna Davenport, Administrative Assistant
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Webster, City Manager

Attachments

[08-11-26_FC_Minutes_DRAFT.pdf](#)

Minutes for the Finance Committee

1 Civic Center Circle, Brea, CA 92821

August 11, 2026, 8:30 AM - 8:38 AM

1. CALL TO ORDER/ROLL CALL

Mayor Pro Tem Marty Simonoff called the meeting to order at 8:30 am.

1.A. Attendees

Mayor Pro Tem Marty Simonoff, Council Member Steve Vargas, Kristin Webster, Jason Killebrew, Monica Lo, Chief Adam Hawley, Michael Ho, Sean Matlock, Alicia Brenner, Nicole Houston, Rudy Correa, Joel Valencia, Ryan Chapman, Bryan Hong, Wade Whitman, Jenn Colacion, Anthony Godoy, Heather Harless, Tim Takahashi, and Debbie Duff

1.B. Matters from the Audience

None.

2. CONSENT

2.A. Approval of Minutes 06-09-2026

The minutes of the June 9, 2026 Finance Committee meeting were approved as written.

3. DISCUSSION

3.A. Curtis Theatre Lighting Equipment Purchase Agreement

The Finance Committee reviewed and recommended this item for City Council action.

3.B. OCTA Enhanced Mobility for Seniors and Individuals with Disabilities Grant Application

The Finance Committee reviewed and recommended this item for City Council action.

3.C. Acceptance of Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719

Council Member Vargas requested information regarding the number of cameras in the City before and after the completion of this project. In addition, Council Member Vargas requested that staff evaluate the feasibility of installing additional conduits during significant street construction projects.

The Finance Committee discussed and recommended this item for City Council action.

3.D. Amend CIP 7946 Western Extension to the Tracks at Brea FY2026-27 Budget

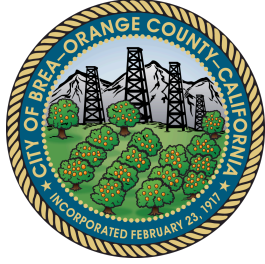
The Finance Committee reviewed and recommended this item for City Council action.

3.E. Approve Amendments for Additional As-Needed Arovista Park Services

The Finance Committee discussed and recommended this item for City Council action.

4. ADJOURNMENT

Mayor Pro Tem Marty Simonoff adjourned the meeting at 8:38 am.



CITY *of* BREA

Finance Committee Communication

October 13, 2026

Item No. 3A.

Waive Full Reading of and Introduce Ordinance No. 1279, an Ordinance of the City City Council of the City of Brea Granting a Pipeline Franchise to Waste Water Disposal Company, and Approve a CEQA Exemption Determination

TO	PREPARED BY
Finance Committee Members	Matthew Cuevas, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Webster, City Manager

RECOMMENDATION

Staff recommends the Finance Committee recommend the City Council take the following action:

1. Waive full reading of and introduce Ordinance No. 1279, "An Ordinance of the City Council of the City of Brea Granting a Pipeline Franchise to Waste Water Disposal Company," by title only and approve a California Environmental Quality Act (CEQA) exemption determination; and
2. Appropriate any revenues received as part of this franchise in the Fiscal Year 2026-27 Operating Budget; and
3. Authorize the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department

BACKGROUND/DISCUSSION

Waste Water Disposal Company (WWDC) submitted an application requesting that a pipeline franchise be granted to continue operating and maintaining an existing waste water pipeline in the City.

The California Public Utilities Code (CPUC) and Brea City Code (BCC) require any person, firm, or corporation utilizing City property to convey petroleum or similar products to have a valid franchise with the City of Brea. This pipeline franchise has been determined to be exempt from the California Environmental Quality Act of 1970 (CEQA) under Section 15301 (Existing Facilities) of the CEQA Guidelines, and this Categorical Exemption has been incorporated by reference in the draft Ordinance.

The existing pipeline in the attached map (Attachment A) were maintained under a prior License Agreement from 2004. This prior agreement was executed before the City's Pipeline Franchise Ordinance (Ordinance No. 1152) was adopted in 2011 and codified as BCC Chapter 8.42: Pipeline Franchises. Since the agreement preceded the current City Code section, it does not contain the provisions now required under BCC Chapter 8.42. In early 2026 WWDC came under new ownership and requested a renewal of the waste water pipeline franchise. Therefore, a new pipeline franchise will be required to re-establish WWDC as the current owner and operator of the pipeline and to comply with BCC Chapter 8.42.

If approved, the term of the franchise would be for ten years. WWDC would be the franchisee for 1,734 linear feet of 8-inch diameter, and 5,393 linear feet of 10-inch diameter waste water pipeline. The sections highlighted in green in Attachment B are the portions of the pipeline that lie within City property. The California Public Utilities Commission regulates pipeline activity and establishes the rates charged for pipeline franchises. The rates for a pipeline franchise are also incorporated into the BCC under Chapter 8.42: Pipeline Franchises (Table A). The annual payments are based on a formula associated with the internal diameter and length of the pipelines, subject to annual Consumer Price Index (CPI) adjustments. If the draft Ordinance is adopted, the annual base franchise fee is estimated at \$3,966.22 for Fiscal Year 2026-27. In addition, BCC Chapter 8.42 also requires a one-time base granting fee of \$7,500 for the renewal of the pipeline franchise. Per BCC Chapter 8.42 both the annual franchise fee and base granting fee have been adjusted by CPI. The total amount of fees due for the first year of the new franchise is estimated at \$11,844.60 with the CPI increase; therefore, there will be a positive fiscal impact on the General Fund. Beginning year two, and for the remainder of the franchise, only the annual base franchise fee, adjusted by CPI, will be due to the City. Furthermore, under BCC Chapter 8.42, the applicant is also responsible for reimbursing the City for all legal and publication costs associated with granting the pipeline franchise.

Table A: Pipeline Franchise Rates - Proprietary Pipelines				
Internal Diameter of Pipeline (Inches)	Length of Pipeline per Liner Foot	Base Rate per Linear Foot	Base Franchise Fee Rate Prior to CPI Increase	Base Franchise Fee Rate with CPI Increase*
8"	1,734	\$0.471	\$816.71	\$843.67
10"	5,393	\$0.584	\$3,149.51	\$3,253.45
One-time Base Granting Fee		\$7,500		\$7,747.50
			Estimated FY 2026-27 Franchise Fees	\$11,844.62
*Includes 3.3% CPI increase for 2026				

The City is also holding a faithful performance bond from WWDC that will need to be released after the second reading and final adoption of the draft ordinance. At that time, WWDC will submit a new faithful performance bond referencing the new Ordinance No. 1279.

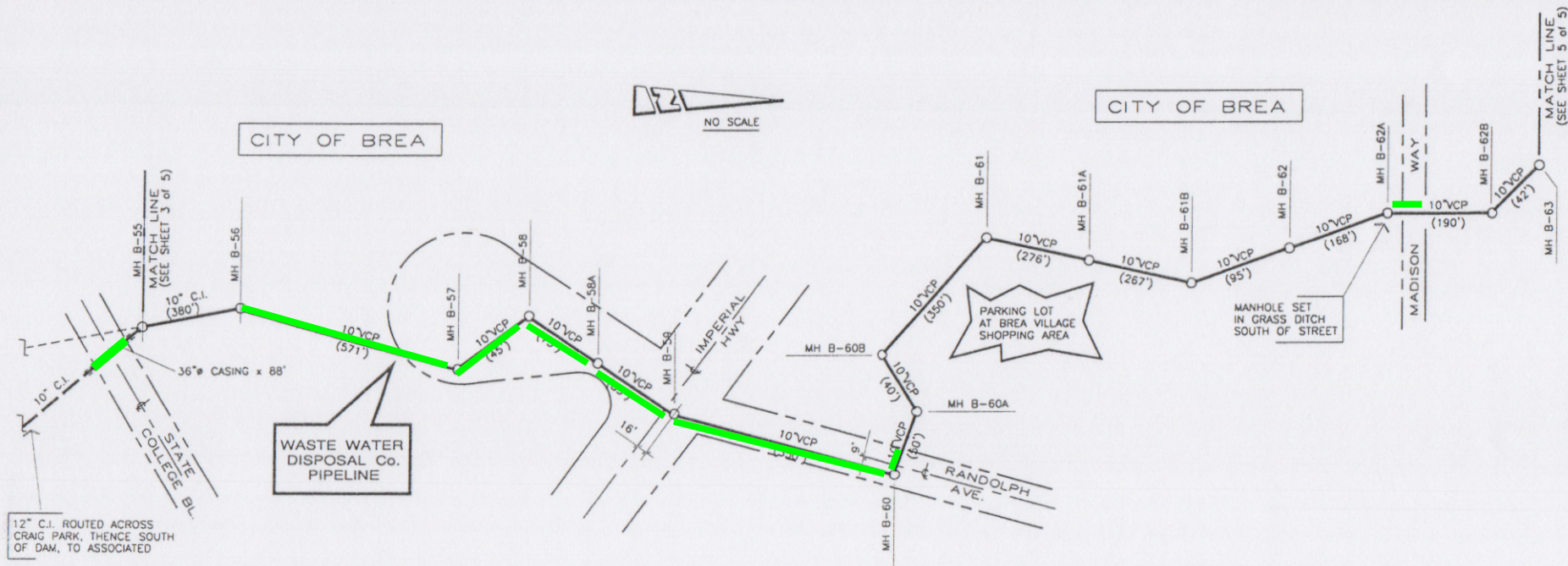
FISCAL IMPACT/SUMMARY

Waste Water Disposal Company has submitted an application requesting a pipeline franchise to operate and maintain an existing waste water pipeline in the City of Brea. The proposed pipeline franchise has been determined to be exempt from the CEQA requirements pursuant to Section 15301 of CEQA guidelines. Upon final adoption of the draft Ordinance (Attachment B) by the City Council, staff recommends appropriating the franchise fee revenues estimated at \$11,844.62 for the first year of the franchise into the FY 2026-27 Operating Budget. The Brea City Code also requires the applicant to reimburse the City for all legal and publication costs associated with processing the pipeline franchise. Additionally, staff recommends waiving the second reading to allow for adoption of the draft Ordinance at the next regularly scheduled City Council meeting.

Attachments

[Attachment A - Pipeline Map.pdf](#)

[Attachment B - Draft Ordinance No. 1279.pdf](#)



NOTES:

1. THIS DRAWING IS INTENDED TO DEPICT A SCHEMATIC REPRESENTATION OF THE WASTEWATER PIPELINE AS IT IS BELIEVED TO EXIST.
2. FOR LOCATIONS OF OTHER UTILITIES AND SUBSTRUCTURES, PLEASE REFER TO DRAWINGS ON FILE WITH THE APPROPRIATE CITIES LABELLED.
3. DEPTH & COVER TO WASTE WATER PIPELINE VARIES FROM 42" MINIMUM.

LEGEND:

- PIPELINE/MANHOLE
- - - - - CITY BOUNDARY
- - - - - ROADS
- ⊥ ROADS

REVISED 3-3-99
J.G./E.Z. 5-8-99

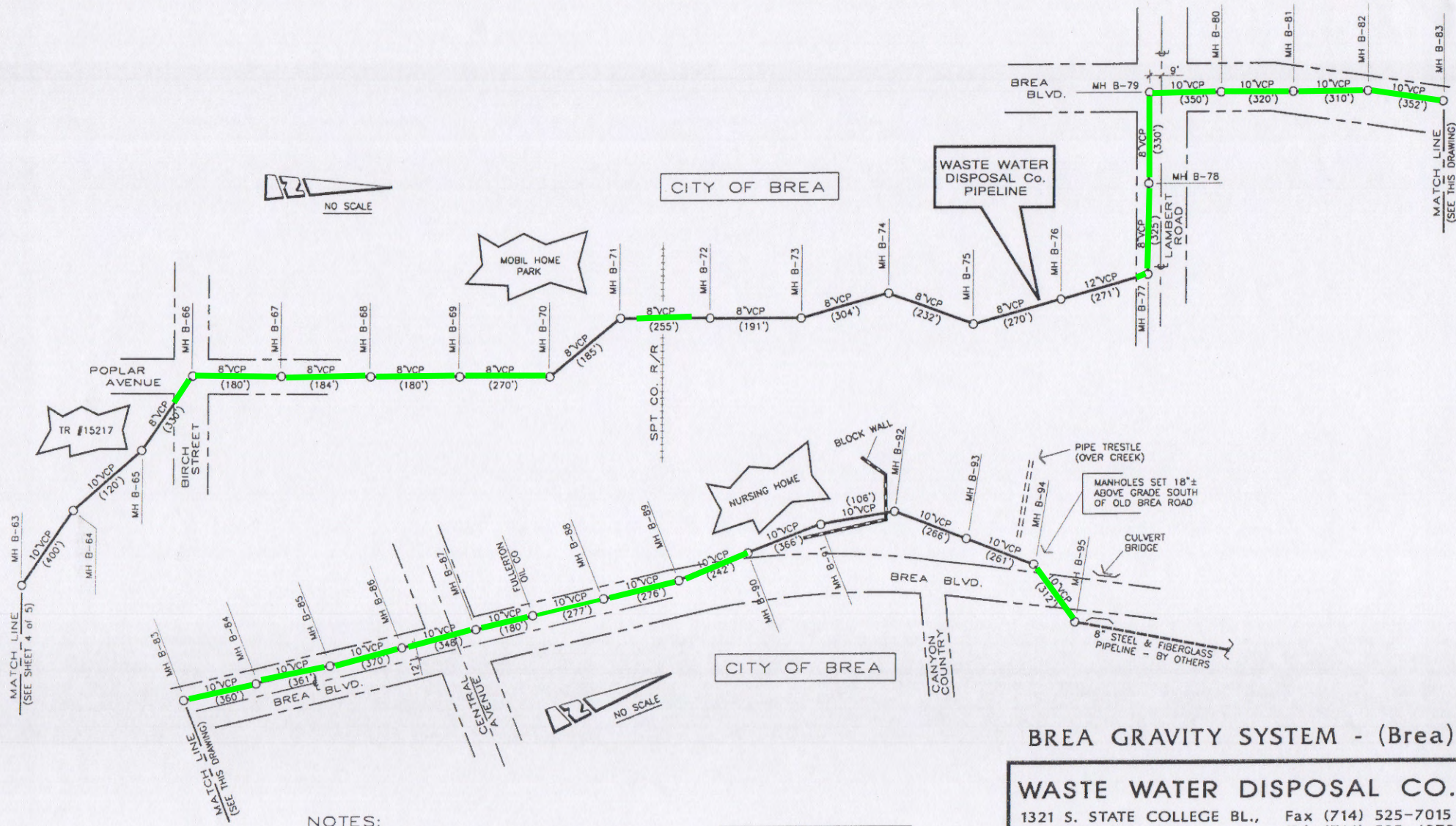
FILE: WWDCCO-4

BREA GRAVITY SYSTEM - (Brea)

WASTE WATER DISPOSAL CO.

1321 S. STATE COLLEGE BL., Fax (714) 525-7015
FULLERTON, CA 92631 Tel. (714) 525-4373

PIPELINE GATHERING SYSTEM



ORDINANCE NO. 1279

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA
GRANTING A PIPELINE FRANCHISE TO WASTE WATER DISPOSAL
COMPANY AND APPROVING A CEQA EXEMPTION DETERMINATION**

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

SECTION 1. In accordance with the provisions of Chapter 8.42 of the Brea City Code, the City Council hereby grants a franchise to Waste Water Disposal Company, a California corporation ("Franchisee"), for a term of 10 years from the effective date of this Ordinance, to maintain, operate, renew, repair, remove or abandon in place existing pipes and pipelines for the collection, transportation or distribution of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud, steam, and other liquid and gaseous substances which are not more hazardous than the aforementioned substances, together with all existing manholes, valves, appurtenances and service connections necessary or convenient for the operation of such pipes or pipelines including existing conduits, cathodic protection devices, wires, cables and other appurtenances necessary or convenient for the exercise of the Franchisee's business, in, under, along or across those streets within the City of Brea as depicted in Exhibit "A" attached hereto and incorporated by reference herein (the "Franchise").

SECTION 2. To the extent not contrary to Applicable Law, as defined in Chapter 8.42 of the Brea City Code, the City Council may from time to time amend this Ordinance or Chapter 8.42 of the Brea City Code and such amendments shall apply to the Franchisee to the extent such amendments are of general application to waste water

pipeline franchises in the City of Brea. Each and every provision of Chapter 8.42 of the Brea City Code shall apply to the Franchise.

SECTION 3. The City Council finds that the grant of the Franchise ("Project") was reviewed in accordance with the California Environmental Quality Act of 1970 ("CEQA") and the Guidelines thereunder, and that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Project is exempt from CEQA pursuant to Section 15301 ("Existing Facilities") of the CEQA Guidelines, and that this Categorical Exemption, incorporated herein by reference, reflects the independent judgment of the City Council. Based thereon, the City Council hereby adopts the Categorical Exemption for the Project.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision or legislation of any court of competent jurisdiction, or by reason of preemptive legislation, such decision or legislation shall not affect the validity of the remaining portions thereof. The City Council declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more of the sections, subsections, sentences, clauses, or phrases thereof is declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption 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 20th day of October, 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:

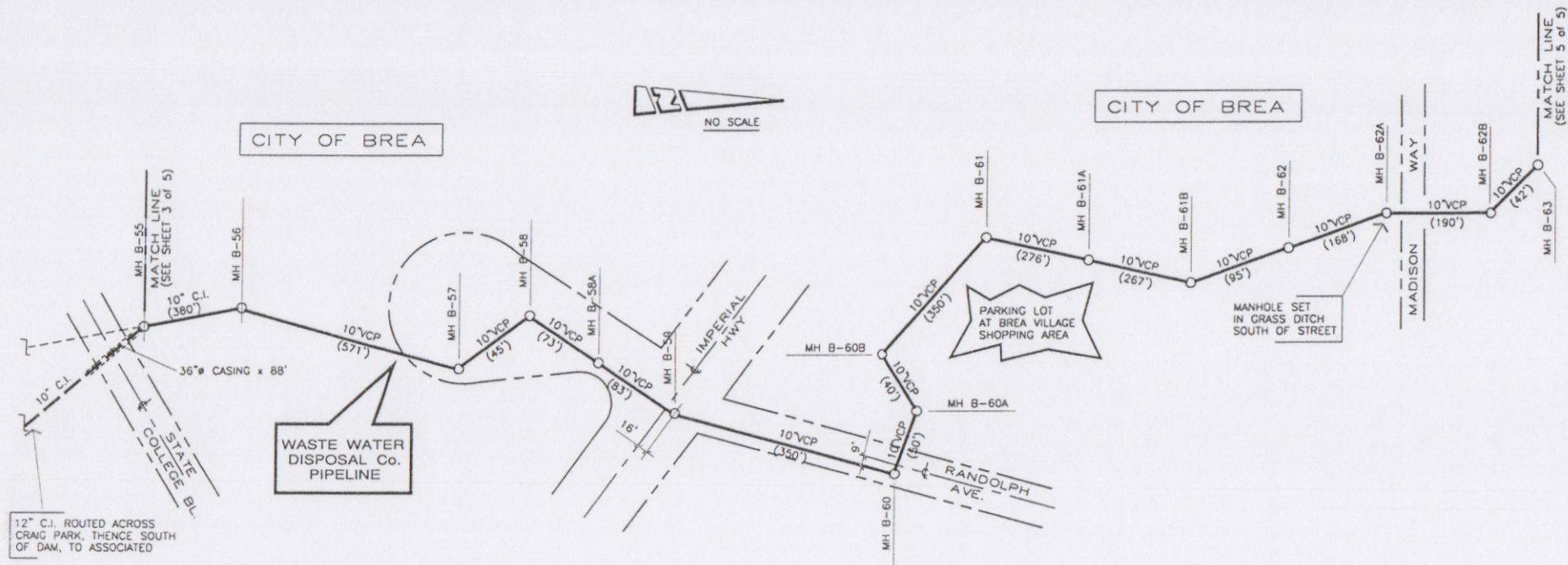
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2026

Victoria Popescu, City Clerk

EXHIBIT “A”



NOTES:

1. THIS DRAWING IS INTENDED TO DEPICT A SCHEMATIC REPRESENTATION OF THE WASTEWATER PIPELINE AS IT IS BELIEVED TO EXIST.
2. FOR LOCATIONS OF OTHER UTILITIES AND SUBSTRUCTURES, PLEASE REFER TO DRAWINGS ON FILE WITH THE APPROPRIATE CITIES LABELLED.
3. DEPTH & COVER TO WASTE WATER PIPELINE VARIES FROM 42" MINIMUM.

LEGEND:

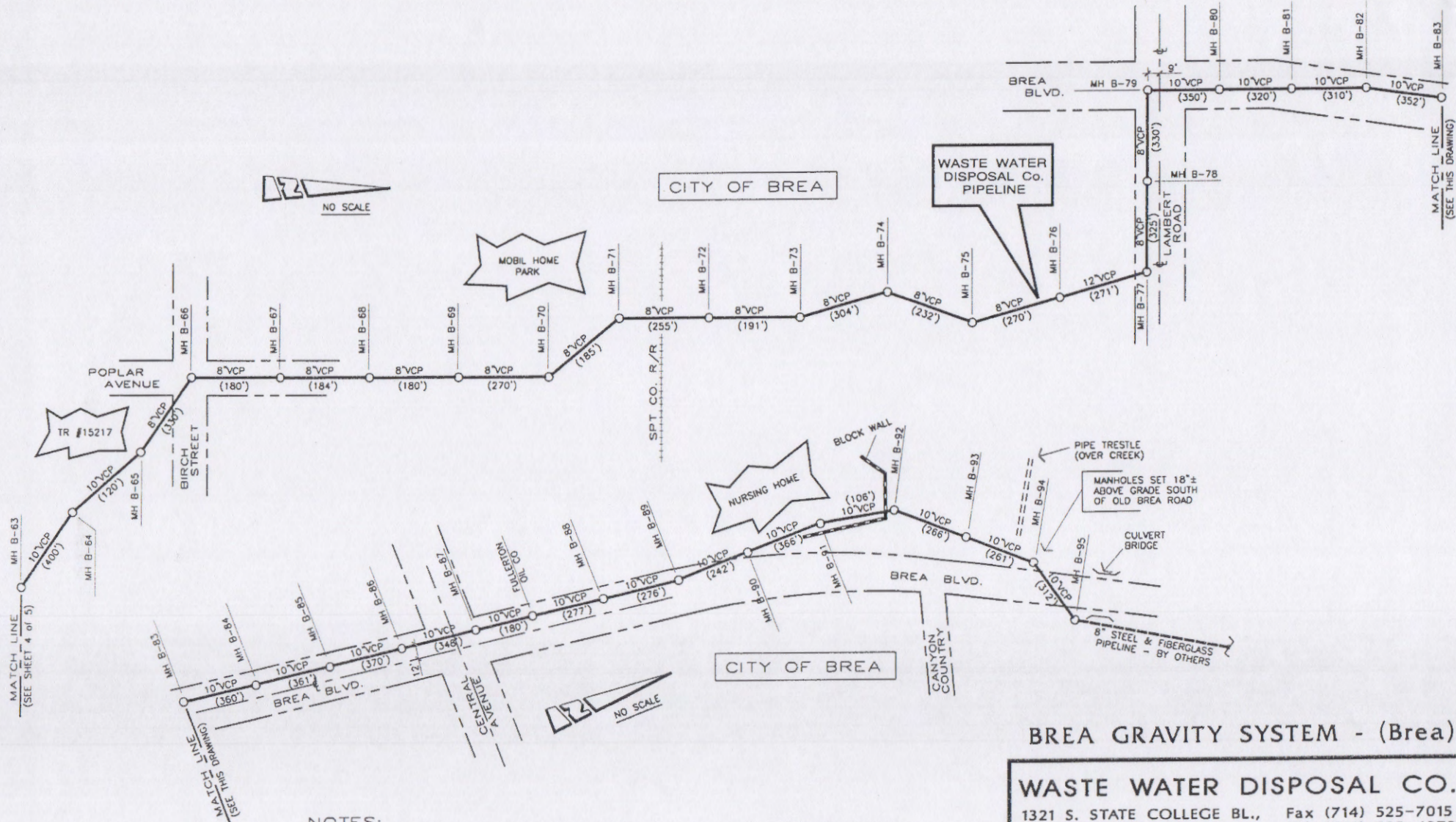
- PIPELINE/MANHOLE
- - - - - CITY BOUNDARY
- - - - - ROADS
- - - - - & ROADS

BREA GRAVITY SYSTEM - (Brea)

WASTE WATER DISPOSAL CO.

1321 S. STATE COLLEGE BL., Fullerton, CA 92631
 Fax (714) 525-7015
 Tel. (714) 525-4373

PIPELINE GATHERING SYSTEM



NOTES:

1. THIS DRAWING IS INTENDED TO DEPICT A SCHEMATIC REPRESENTATION OF THE WASTEWATER PIPELINE AS IT IS BELIEVED TO EXIST.
2. FOR LOCATIONS OF OTHER UTILITIES AND SUBSTRUCTURES, PLEASE REFER TO DRAWINGS ON FILE WITH THE APPROPRIATE CITIES LABELLED.
3. DEPTH & COVER TO WASTE WATER PIPELINE VARIES FROM 42" MINIMUM.

LEGEND:

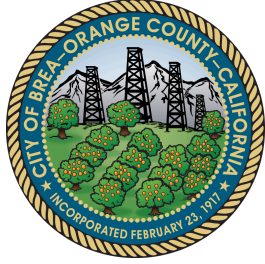
- PIPELINE/MANHOLE
- - - - - CITY BOUNDARY
- - - - - ROADS
- - - - - & ROADS

BREA GRAVITY SYSTEM - (Brea)

WASTE WATER DISPOSAL CO.

1321 S. STATE COLLEGE BL., Fullerton, CA 92631
 Fax (714) 525-7015
 Tel. (714) 525-4373

PIPELINE GATHERING SYSTEM



CITY *of* BREA

Finance Committee Communication
October 13, 2026
Item No. 3B.

Temporary Parking Structure Use Agreement between the City of Brea and The Retail Property Trust for 175 South Madrona Avenue

TO	PREPARED BY
Finance Committee Members	Marie Dao, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Webster, City Manager

RECOMMENDATION

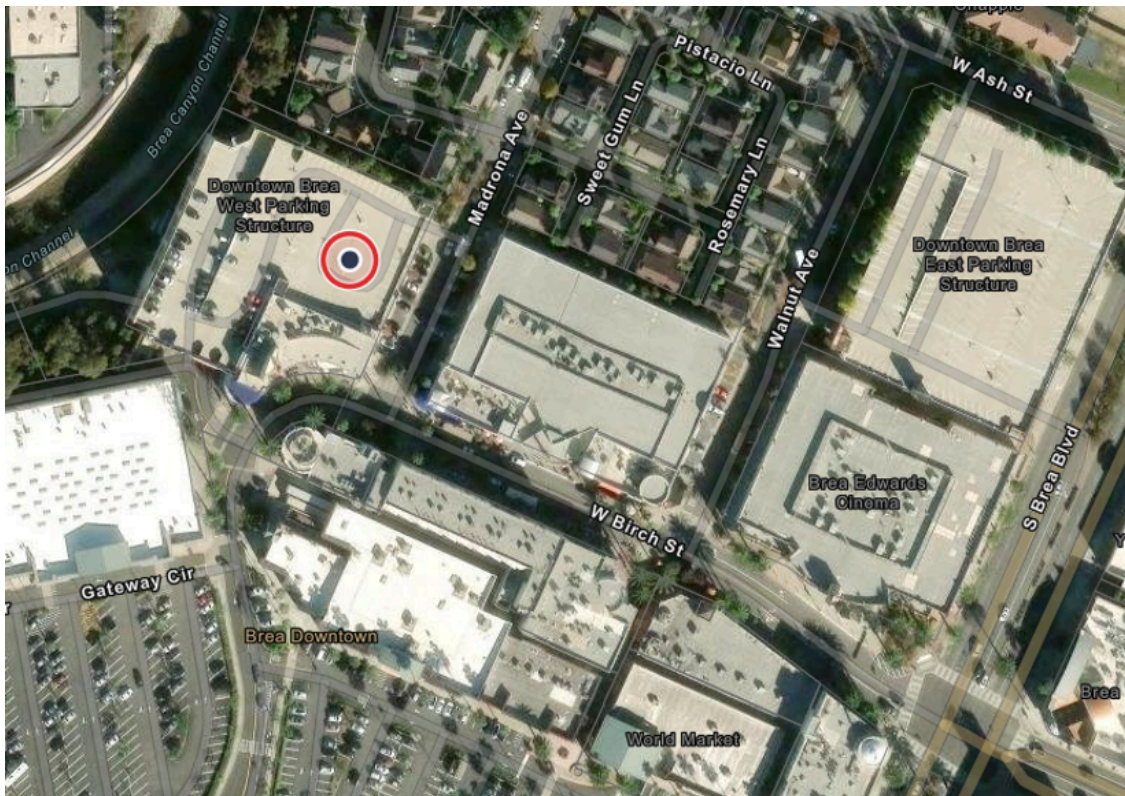
Staff recommends that the Finance Committee recommend that the City Council take the following actions:

1. Approve a temporary Parking Structure Use Agreement with The Retail Property Trust for use of the City's parking structure located at 175 South Madrona Avenue (Attachment A);
2. Authorize the City Manager, or their designee, to execute the Parking Structure Use Agreement on behalf of the City, and make any non-substantive changes deemed necessary or appropriate by the City Manager and the City Attorney; and
3. Amend the City's Fiscal Year 2026-27 General Fund (110) Operating Budget to appropriate \$51,345 in additional revenue from the new Parking Structure Use Agreement.

BACKGROUND/DISCUSSION

The Retail Property Trust is a subsidiary of Simon Property Group ("Simon"), and the majority owner of the Brea Mall, located at 1065 Brea Mall in the City of Brea. Simon provides on-site parking for Brea Mall employees; however, parking availability is currently limited by construction activities associated with the Brea Mall Mixed-Use Project. In preparation of the upcoming holiday shopping season, Simon has requested to temporarily lease parking spaces for Brea Mall employees within the City's parking structure, located at 175 South Madrona Avenue ("Structure"). The Structure contains approximately 805 parking spaces across all levels and has sufficient capacity to fulfill Simon's temporary request. An aerial image of the Structure is provided in Figure 1, below.

Figure 1 - Brea Downtown Parking Structure, 175 South Madrona Avenue



The proposed terms and conditions of the Parking Structure Use Agreement (“Agreement”) with Simon are highlighted, below:

Proposed Terms

- The Agreement would commence on November 27, 2026 and would be effective on the following dates (collectively, the “Use Days”):
 - November 27, 28, and 29, 2026;
 - December 5 and 6, 2026;
 - December 12 and 13, 2026;
 - December 19 through the 24, 2026; and
 - December 26 and 27, 2026.
- Brea Mall employees would have the non-exclusive right to use any unoccupied and available parking space on Levels B1, B2, and B3 of the Structure (the “Lower Levels”) for parking Brea Mall employee vehicles.
- Brea Mall employees would be limited to a maximum of 300 vehicles in the Structure on any given Use Day.
- Brea Mall employees would be permitted to use the Structure only between the hours of 6:00 a.m. and 12:00 a.m. on the Use Days. Overnight parking would not be permitted.
- Simon would compensate the City a total of \$53,595 for use of the Structure during the entirety of all Use Days.

Proposed Conditions

- Simon would direct Brea Mall employees to unoccupied and available parking spaces on the Lower Levels of the Structure and would strictly prohibit Brea Mall employees from parking on any other levels of the Structure.
- Simon would use enforcement efforts to ensure Brea Mall employees comply with any City-adopted rules applicable to all users of the Structure, including requirements regarding the safe operation of vehicles and keeping the Structure clear of litter and debris.
- Simon would not make any alterations or improvements to the Structure.
- The City would retain the right to enter into other agreements permitting the use of the Structure.

The proposed fee of \$53,595 represents a daily rate of \$11.91 per parking space, based on a maximum of 300 parking spaces per Use Day. This rate is consistent with surveyed private parking agreement costs in the City of Brea. Furthermore, the \$11.91 per parking space amount represents the the maximum rate currently assessed by the City for a temporary parking agreement. The proposed Agreement would generate \$53,595 in one-time, unanticipated General Fund revenue.

At the time of report submission, the proposed Agreement is currently in draft form and remains subject to final review and approval by both Simon and the City. Accordingly, the proposed terms and fiscal impact described in this report are contingent upon execution of the final Agreement by both parties.

Therefore, staff recommends that the Finance Committee recommend the City Council approve a temporary Agreement with Simon for use of the City's Structure, authorize the City Manager, or their designee, to execute the Agreement, and amend the City's Fiscal Year 2026-27 General Fund (110) Operating Budget to appropriate \$51,345 in additional revenue from the new Agreement.

FISCAL IMPACT/SUMMARY

The Fiscal Year 2026-27 budget includes \$2,250 in one-time General Fund (110) revenue anticipated from a separate temporary parking agreement that is potentially no longer being pursued. The proposed Agreement would provide \$53,595 in new, unanticipated one-time revenue, increasing projected General Fund (110) revenue by \$51,345, from \$2,250 to \$53,595.

Attachments

[Attachment A - Parking Structure Use Agreement DRAFT.pdf](#)

PARKING STRUCTURE USE AGREEMENT

THIS PARKING STRUCTURE USE AGREEMENT (“**Agreement**”) is dated October 20, 2026 for reference purposes and is executed by the City of Brea, a California municipal corporation (“**City**”), and Retail Property Trust, a Massachusetts business trust (“**Simon**”).

RECITALS

- A. City owns and operates a six-level public parking structure located at 175 South Madrona Avenue, Brea, California, commonly known as “Brea Downtown Parking Structure #2” (“**Structure**”).
- B. Simon provides on-site parking spaces at its Brea Mall property located at 1065 Brea Mall, Brea, California for persons working there (“**Brea Mall Employees**”).
- C. Due to construction taking place on the Brea Mall property, Simon desires to provide in the Structure temporary, off-site parking spaces for Brea Mall Employees to supplement on-site parking spaces on the Brea Mall property during the holiday season.
- D. City has determined that it is in the public interest to permit the use of the Structure by Simon on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Term and Days of Use. This Agreement shall commence on November 27, 2026 and shall expire on December 27, 2026 unless earlier terminated in accordance with the provisions of Sections 8, 10 and 16.
- 2. Parking Spaces. Simon shall have the non-exclusive right to use any unoccupied and available parking space on Levels B1, B2, and B3 (“**Lower Levels**”) of the Structure for the purpose of parking the vehicles of Brea Mall Employees (“**Brea Mall Employee Vehicles**”). Notwithstanding the foregoing, Simon shall not park more than 300 Brea Mall Employee Vehicles in the Structure on any given Use Day (as defined in Section 3) without City’s prior consent, which consent may be withheld in City’s sole and absolute discretion. City acknowledges that this limit may occasionally be minimally exceeded for a short period during Brea Mall Employee shift changes. Brea Mall Employees shall not park on other levels of the Structure.
- 3. Use Period. Simon shall only be permitted to use the Structure between the hours of 6:00 a.m. and 12:00 a.m. (not overnight) on the following days (“**Use Days**”):
 - 3.1 November 27, 28, and 29, 2026.
 - 3.2 December 5 and 6, 2026.
 - 3.3 December 12 and 13, 2026.
 - 3.4 December 19 through the 24, 2026.

3.5 December 26 and 27, 2026.

4. Fee. Simon shall pay City a fee of Three Thousand Five Hundred Seventy-Three and 00/100 Dollars (\$3,573.00) for each Use Day during the term of this Agreement. The parties acknowledge that such fee represents Eleven and 91/100 Dollars (\$11.91) for each Brea Mall Employee Vehicle authorized to park in the Structure pursuant to this Agreement, and such fee shall be due regardless of the number of Brea Mall Employee Vehicles that actually park in the Structure on any given Use Day. Simon shall remit the cumulative total, which acknowledges the limited use flexibility provided within Section 2, and full payment of an amount not-to-exceed Fifty-Three Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$53,595.00) within 20 days of the execution of this Agreement.

5. Conditions on Use. Simon's use of the Structure shall be subject to the following:

5.1 Parking Spaces. City shall have no obligation to ensure that parking spaces on the Lower Levels of the Structure are not used by persons other than Brea Mall Employees. Simon shall use diligent efforts to cause Brea Mall Employees to use unoccupied and available parking spaces on the Lower Levels of the Structure to park Brea Mall Employee Vehicles and shall strictly prohibit and restrict Brea Mall Employees from parking Brea Mall Employee Vehicles on any other levels of the Structure.

5.2 Valet Service. Simon shall not provide a valet service to park Brea Mall Employee Vehicles in the Structure.

5.3 Shuttle Service. Simon shall not be required to provide a shuttle service for Brea Mall Employees at the Structure. If Simon opts to provide shuttle service to Brea Mall Employees, then Simon shall, in accordance with the requirements of Section 8, obtain, maintain and keep in full force and effect (i) a policy or policies of Automobile Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000), combined single limit coverage against bodily injury, personal injury, uninsured motorist, medical payments, collision and property damage and (ii) Workers' Compensation Insurance as required by law; provided, however, that Simon shall only contract with a shuttle service that carries such insurance.

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

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

5.6 Improvements. Simon shall not make any alterations or improvements to the Structure.

5.7 Lien Free. Simon shall keep the Structure free from all liens, taxes and assessments resulting from, or caused by, Simon's use of the Structure.

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

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

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

ENDORSEMENT

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

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

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

9. Other Agreements. In addition to entering into an agreement with a third-party operator as contemplated by Section 5.5, City may also enter into other agreements permitting the use of the Structure.

10. Termination. In addition to the termination rights provided in Sections 8 and 16, either party shall have the right to terminate this Agreement for convenience upon 10 days notice to the other. If this Agreement is terminated for convenience, City shall issue Simon a pro rata refund for the remaining Use Days.

11. Notice. 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 regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

If to City:

City of Brea
1 Civic Center Circle
Brea, California 92821
Attn: Jason Killebrew,
Assistant City Manager/Community Development Director
E-mail: jasonk@ci.brea.ca.us

If to Simon:

The Retail Property Trust
225 West Washington Street
Indianapolis, IN 46204-3438
Attention: Derek Lobato, Brea Mall General Manager
E-mail: dlobato@simon.com

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

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

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

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

16. Successors and Assigns. Simon shall not assign any of its rights or obligations under this Agreement without City's prior consent, which consent may be withheld in City's sole and absolute discretion. A transfer of City's ownership interest in the Structure shall relieve City from liability hereunder; provided, however, that this Agreement shall be binding upon the transferee and provided further, however, that an assignment of all or a portion of City's rights and obligations under this Agreement to a third-party operator as contemplated by Section 5.5 shall not relieve City from liability hereunder. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this provision shall not authorize any assignment or transfer of any interest that is not otherwise specifically permitted by the terms hereof. Any assignment or transfer of the rights and obligations under this Agreement that is not specifically permitted by the terms hereof shall be void and a basis for immediate termination of this Agreement.

17. Relationship of the Parties. The terms and provisions of this Agreement shall not cause the parties to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective obligations under this Agreement, or subject either party to any obligations, loss, charge or expense of the other party unless the party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense.

18. Interpretation. The neuter gender includes the feminine and masculine, and singular numbers include plural numbers. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement. The words "herein," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. The term "business day" means a non-holiday weekday and the term "regular business hours" means the period from 8:00 a.m. PST to 5:00 p.m. PST on a business day. Whenever the words "including," "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all section references in this Agreement shall

be deemed to refer to the sections in this Agreement. References to any document or instrument defined herein are to such documents or instruments as amended, renewed, amended, extended, consolidated, modified, changed, substituted, replaced, restated or supplemented from time to time.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

CITY: CITY OF BREA, a California municipal corporation

By: _____
Kristin Webster, City Manager

Date: _____

ATTEST:

Victoria Popescu, City Clerk

APPROVED AS TO FORM:

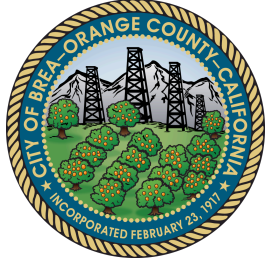
Richards, Watson & Gershon

Terence Boga, City Attorney

SIMON: THE RETAIL PROPERTY TRUST, a Massachusetts
business trust

By: _____
Name: Derek Lobato
Its: Brea Mall General Manager

Date: _____



CITY *of* BREA

Finance Committee Communication

October 13, 2026

Item No. 3C.

Accept a \$60,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations

TO	PREPARED BY
Finance Committee Members	Tianna Rivera, Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Adam Hawley, Police Chief	Kristin Webster, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council take the following action:

1. Accept an Office of Traffic Safety Selective Traffic Enforcement Program (OTSSTEP) Grant Award, which funds best practice strategies to be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors, in the amount of \$60,000, for the one-year grant period which begins October 1, 2026, and ends September 30, 2027.

BACKGROUND/DISCUSSION

The Police Department has secured the OTSSTEP Grant that funds various traffic safety-related training, operations, and education campaigns including: Driving Under the Influence (DUI) enforcement-related training opportunities such as Standardized Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Expert (DRE) and DRE Re-certification, two DUI/Driver License (DL) checkpoints, and DUI Saturation, Traffic Enforcement, Distracted Driving, Motorcycle Safety, and Pedestrian/Bicycle Safety operations, and Community Traffic Safety and Know Your Limit educational campaigns.

This grant funds the above for Federal Fiscal Year 2026-27. Under the terms of the grant, the Brea Police Department aims to improve overall traffic safety in the Brea Community. In addition, grant funds will improve the Department's effectiveness by training police personnel in the area of DUI detection, funding a variety of highly visible traffic safety-related operations, and coordinating relevant educational campaigns. Through these endeavors, the Brea Police Department aims to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors.

FISCAL IMPACT/SUMMARY

There is no fiscal impact to the General Fund with this request as all costs will be reimbursed by the OTSSTEP Grant Program. Any grant revenues received or expenditures incurred, will be programmed in the FY2026-27 Operating Budget.

Attachments

[OTSSTEP Agreement.pdf](#)

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Brea	3. Grant Period From: 10/01/2026 To: 09/30/2027
4. AGENCY UNIT TO ADMINISTER GRANT Brea Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$60,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov. Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA) The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual. Pre-Agreement Work No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.	

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. GRANT DIRECTOR

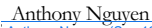
NAME: Anthony Nguyen

TITLE: Traffic Corporal

EMAIL: anthonym@cityofbrea.net

PHONE: (714) 990-7640

ADDRESS: 1 Civic Center Circle
Brea, CA 92821


Anthony Nguyen

Anthony Nguyen (Sep 16, 2026 09:04:14 PDT)

Sep 16, 2026

(Signature)

(Date)

C. FISCAL OFFICIAL

NAME: Mary Ann Alcancia

TITLE: Financial Services Manager

EMAIL: maryanna@cityofbrea.gov

PHONE: (714) 990-7625

ADDRESS: 1 Civic Center Circle
Brea, CA 92821



Mary Ann Alcancia (Sep 21, 2026 08:45:38 PDT)

Sep 21, 2026

(Signature)

(Date)

B. AUTHORIZING OFFICIAL

NAME: Adam Hawley

TITLE: Chief of Police

EMAIL: adamh@cityofbrea.net

PHONE: (714) 990-7633

ADDRESS: 1 Civic Center Circle
Brea, CA 92821

(Signature)

(Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

NAME: Stephanie Dougherty

TITLE: Director

EMAIL: stephanie.dougherty@ots.ca.gov

PHONE: (916) 509-3030

ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature)

(Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY

NAME: Mary Khang

ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM INFORMATION

SAM#: PU9SHMKA84D6

REGISTERED

ADDRESS: 1 Civic Center Cir.

CITY: Brea

ZIP+4: 92821-5792

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDA-	20.616	0521-0890-101	2026	19/26	BA/26	\$11,000.00
402PT-27	20.600	0521-0890-101	2026	19/26	BA/26	\$16,000.00
164ID-27	20.608	0521-0890-101	2026	19/26	BA/26	\$33,000.00
				AGREEMENT TOTAL		\$60,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$60,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$60,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Brea, California, is a dynamic city in northern Orange County, located about 30 miles southeast of downtown Los Angeles. As of 2024, its population stands at approximately 47,844. Brea strikes a perfect balance between peaceful suburban living and easy access to urban conveniences, making it an appealing place to both live and work. The city has a diverse population, and economically, it is home to more than 3,200 businesses, with key sections including manufacturing, construction, retail, and wholesale. Major employers in the area include Envista Holdings Corporation, Suzuki Motor of America, Beckman Coulter, and Albertsons Distribution Center.

Founded as an oil town in the early 1900s, Brea's history is rooted in the discovery of oil, which led to rapid growth, and the creation of a thriving community. Over time, the city shifted from an oil-dependent economy to a more diversified one, seeing growth in both retail and residential areas. Once known for its oil and citrus industries, today Brea is a popular hub for shopping and entertainment.

Brea is also recognized for its public art program, which showcases a wide variety of artworks throughout the city, adding to its visual appeal. The city's vibrant arts scene includes the Brea Art Gallery, and the Curtis Theatre, which hosts exhibitions and performances year-round. Brea also hosts numerous annual events, such as Bonanza Days Country Music Festival, Brea Fest, and Taste of Brea, that celebrate the local culture and foster a sense of community. The city's economy is further strengthened by industries like healthcare, education, and technology, making Brea a lively center for business and innovation.

The City of Brea provides police services a population of approximately 47,844. This number can swell to more than 120,000 during the day due to the influx of visitors to its shopping centers and industrial areas. Brea's downtown business district, located near the corner of Brea Boulevard and Imperial Highway, is home to a variety of restaurants, bars, and entertainment venues. In addition, the city offers a range of parks and outdoor spaces, including Carbon Canyon Regional Park, and the Brea Sports Park. Shopping areas like Brea Mall, with over 175 stores, as well as Brea Marketplace and Brea Union Plaza, provide plenty of options for residents and visitors alike. Overall, Brea is a beautiful city offering a diverse array of attractions, amenities, and activities

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

With Brea's vibrant attractions and thriving nightlife, the city continues to face challenges related to alcohol-impaired driving and reckless behavior on its roadways. The highest concentration of DUI arrests and alcohol-related traffic crashes occurs near the intersection of Brea Boulevard and Imperial Highway. Commercial businesses in this area generate increased nighttime traffic, which contributes to a higher number of DUI arrests and traffic crashes throughout the city.

Alcohol-related crashes remain a significant public safety concern. For 2025, there were a total of 45 crashes, including 1 fatal crash that were alcohol related. These recurring incidents highlight the continued need for proactive strategies aimed at preventing impaired driving and improving overall traffic safety within the community.

Three major state highways - State Routes SR 57, SR-90, & SR-142, pass through the City of Brea, generating substantial through-traffic from neighboring cities in Orange County, Los Angeles County, and San Bernardino County. This high volume of commuter traffic increases the presence of impaired drivers traveling through the city and contributes to the number of visitors frequenting local drinking establishments. Enforcement efforts will focus on DUI offenders as well as drivers committing moving violations such as speeding, distracted driving, red-light violations, and turning/yielding violations, all of which contribute to traffic crashes. The primary goal of these efforts is to reduce crashes and, in turn, decrease traffic-related

injuries and fatalities. While the City of Brea strives to maintain an acceptable traffic safety index, managing the growing demands placed on Brea police officers remains a challenge.

An analysis of the 2023 Office of Traffic Safety (OTS) Crash Rankings identified several areas of concern requiring attention. As part of Group D, Brea ranked among the most problematic categories as follows:

31 / 93 = Alcohol Involved
37 / 93 = Speed Related
37 / 93 = Had Been Drinking Driver 21 - 34
39 / 93 = Composite
46 / 93 = Total Fatal and Injury
18 / 93 = Bicyclist < 15
41 / 93 = Bicycle
73 / 93 = Pedestrians

The Brea Police Department will continue efforts to maintain or lower the City of Brea's crash rankings by increasing enforcement, education, and reducing injury-related crashes.

In 2024, the top three primary crash factors in Brea were unsafe speed, improper turning, and violations involving traffic signals and signs. Unsafe speed contributed to 118 crashes which resulted in 39 injuries. Improper turning contributed to 87 crashes which resulted in 15 injuries. Violations involving traffic signals and signs contributed to 58 crashes which resulted in 28 injuries. These statistics emphasize the need for targeted traffic enforcement to address these ongoing and dangerous driving behaviors.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Our target population extends beyond individuals cited for traffic infractions or DUI offenses. The Brea Police Department is committed to ensuring the entire community understands that traffic safety is a top priority. Public outreach efforts, including press releases throughout the grant cycle, play a vital role in highlighting and reinforcing the importance of traffic safety for residents and visitors alike. Our goal is to promote a strong public safety message by maintaining a visible presence at popular community events in downtown Brea, such as Taste of Brea, Brea Fest, National Night Out, Bonanza Days, and other local events.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to

Target Number

1

your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	6
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	6
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Conduct Know Your Limit campaigns with an effort to reach members of the community.	2
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)	
- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. - Conduct all training needed to implement the program, in the first quarter. - Purchase all grant related supplies and materials to implement the program, in the first quarter. - Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act. - In order to develop/maintain the "DUI BOLOs," research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO	

may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDA-27	20.616	Distracted Driving Awareness	\$11,000.00
402PT-27	20.600	State and Community Highway Safety	\$16,000.00
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$33,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164ID-27	\$7,000.00	2	\$14,000.00
DUI Saturation Patrols	164ID-27	\$2,494.00	6	\$14,964.00
Know Your Limit	164ID-27	\$1,782.00	2	\$3,564.00
Benefits for 164ID OT @ 1.45%	164ID-27	\$32,528.00	1	\$472.00
Traffic Enforcement	402PT-27	\$1,700.00	4	\$6,800.00
Motorcycle Safety Enforcement	402PT-27	\$1,600.00	1	\$1,600.00
Traffic Safety Educational Presentations	402PT-27	\$700.00	2	\$1,400.00
Benefits for 402PT OT @ 1.45%	402PT-27	\$9,800.00	1	\$142.00
Distracted Driving Enforcement	405e DDA-27	\$1,807.20	6	\$10,843.00
Benefits for 405e DDA OT @ 1.45%	405e DDA-27	\$10,843.20	1	\$157.00
Category Sub-Total				\$53,942.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	\$6,058.00	1	\$6,058.00
				\$0.00
Category Sub-Total				\$6,058.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$60,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Benefits for 164ID OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Medicare - 1.45%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits for 402PT OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Medicare - 1.45%

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 405e DDA OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Medicare - 1.45%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum, OTS Traffic Safety Summit, GHSA Annual Meeting in Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

-

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and

(b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT27223
Agency Name:	Brea Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$60,000.00
Authorizing Official:	Adam Hawley
Fiscal Official:	Mary Ann Alcancia
Grant Director:	Anthony Nguyen

CURRENT GEMS USER(S)

1. Rebecca Hart

Title: Management Analyst

Phone: (714) 990-7739

Email: rhart@breapolice.gov

Media Contact: Yes

2. Anthony Nguyen

Title: Traffic Corporal

Phone: (714) 990-7640

Email: anthonym@cityofbrea.net

Media Contact: Yes

3. Tianna Rivera

Title: Management Analyst

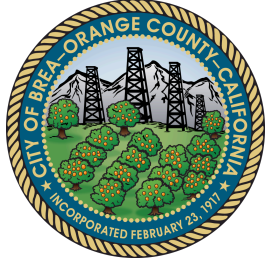
Phone: (714) 990-7616

Email: tiannar@cityofbrea.net

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>Anthony Nguyen</u> Date: Sep 16, 2026 Anthony Nguyen (Sep 16, 2026 08:56:26 PDT)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
<u>Anthony Nguyen</u> Anthony Nguyen (Sep 16, 2026 09:04:14 PDT)	Anthony Nguyen
Signature	Name
Sep 16, 2026	Grant Director
Date	Title



CITY *of* BREA

Finance Committee Communication
October 13, 2026
Item No. 3D.

Authorize an Application for the CalOptima City Health Improvement Grant Program

TO	PREPARED BY
Finance Committee Members	Anthony Godoy, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Sean L. Matlock, Interim Community Services Director	Kristin Webster, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee make the following recommendations to the City Council:

1. Authorize City staff to apply for grant funding through the CalOptima City Health Improvement Grant Program; and
2. Authorize the City Manager or designee to execute forthcoming agreements and documents required by CalOptima in connection with the City Health Improvement Grant Program; and
3. If awarded, amend the Fiscal Year 2026-27 operating budget to reflect receipt of up to \$97,464.79 in grant revenue, as well as authorize the awarded amount in operating expenditures for the proposed grant funded project

BACKGROUND/DISCUSSION

CalOptima Health's mission is to serve member health with excellence and dignity, respecting the value and needs of each person. CalOptima Health recognizes that health is shaped by far more than clinical care — the environments where members live, work, and gather are powerful determinants of their long-term well-being. Addressing these upstream conditions is essential to achieving meaningful, lasting improvements in member health and reducing health disparities across Orange County.

The City Health Improvement Grant Program reflects this commitment by partnering with Orange County's 34 incorporated cities to make targeted, community-level investments that improve the environments where CalOptima Health members spend their daily lives. Projects will strengthen community infrastructure, expand preventive health access, improve food and mental wellness supports, and reduce environmental health risks — ensuring that members across the county may benefit from these investments regardless of where they live.

CalOptima Health has designed the City Health Improvement Grant Program to distribute funding throughout Orange County for projects that will have a measurable impact on member health and are not already covered Medi-Cal services. The application period is July 31 – October 30, 2026.

The City Health Improvement Grant Program is designed to achieve the following goals across Orange County:

- Encourage physical activity, safe public spaces, and community engagement;
- Increase opportunities for early detection of chronic diseases;

- Improve access to healthy food and mental wellness support; and
- Improve environmental conditions and reduce health risks.

CalOptima Health has committed \$5.2 million in funds to the City Health Improvement Grant Program. All 34 incorporated cities in Orange County are invited to apply. A maximum funding allocation has been assigned to each city based on the estimated number of CalOptima Health Medi-Cal members residing in that jurisdiction, determined using a data-driven K-Means clustering methodology.

Maximum funding allocations for each eligible city was determined based on CalOptima established segments for the volume and percentage of members within each geographic location. Brea was identified as segment four, being a low volume, low percentage segment for CalOptima membership, and our maximum funding allocation is \$97,464.79. As a segment four city, eligible project locations are limited to shelters, interim housing or senior centers.

Eligible projects fall into four categories:

1. Community wellness infrastructure, which includes community health and fitness hubs, asthma-friendly playground improvements, and outdoor wellness & recreation improvements;
2. Preventative health access, which includes community preventative health fair programs and public health kiosks or self-service screening stations;
3. Food and mental health supports, which include community gardens or nutrition space, community mental health quiet rooms and healthy food pantry refrigeration; and
4. Environmental and climate health, which includes shade & rain shelter structures, park hydration stations, and cooling centers or heat relief programs.

City staff have identified an eligible project at the Brea Senior Center. The proposed project for this funding opportunity is the purchase and installation of outdoor fitness equipment in the courtyard between the Brea Senior Center and Pioneer Hall, as well as the purchase and installation of an accompanying shade sail above the equipment. This is in alignment with segment four requirements for a project location and meets the defined project criteria for category one. Based on initial estimates for the equipment and infrastructure that will be required, this eligible project is anticipated to utilize all awarded funds.

City staff is currently preparing an application for funding through the City Health Improvement Grant Program, to be completed prior to the October 30, 2026 submission deadline. CalOptima will complete internal reviews and formally announce approved grant recipients in February of 2027, with the start date of approved grant funded projects scheduled for April 1, 2027 with projects expected to be completed within one year.

FISCAL IMPACT/SUMMARY

If authorized to apply for grant funding, the requested amount will be \$97,464.79, which is the maximum funding allocation for the City of Brea. If awarded, staff recommends amending the Fiscal Year 2026-27 General Fund operating budget in the award amount to recognize the revenues received and the expenditures to be incurred by the Brea Senior Center for the completion of the approved project. There will be no negative fiscal impact to the General Fund, as grant funds would be disbursed as a lump-sum, advance payment.