

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Meeting Agenda

Wednesday, September 16, 2020

**Closed Session Council Board Room 5:00 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Jim Steiner, Mayor
Jacque Casillas, Vice Mayor
Yolanda Carrillo, Council Member
Jason Scott, Council Member
Wes Speake, Council Member**

CONVENE CLOSED SESSION

CITY COUNCIL

1. **CLOSED SESSION - [CONFERENCE WITH LABOR NEGOTIATORS](#)**
[Pursuant to Government Code Section 54957.6](#)
[Agency Designated Representative: Jacob Ellis, City Manager](#)
[Employee Organizations: Corona General Employees Association](#)

2. **CLOSED SESSION - [CONFERENCE WITH REAL PROPERTY NEGOTIATORS](#)**
[Pursuant to Government Code Section 54956.8](#)
[Property Location: APN: 275-090-013](#)
[Agency Negotiator: Jacob Ellis, City Manager](#)
[Negotiating Party: Jon Christopher Enterprises Inc.](#)
[Under Negotiation: Price and Terms of Payment](#)

3. **CLOSED SESSION - [CONFERENCE WITH LABOR NEGOTIATORS](#)**
[Pursuant to Government Code Section 54957.6](#)
[Agency Designated Representative: Jacob Ellis, City Manager](#)
[Unrepresented Employee: Police Chief](#)

INVOCATION - Pastor Ron King, New Hope Family Worship Center

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

PLEDGE OF ALLEGIANCE

CONVENE OPEN SESSION

Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

MEETING MINUTES

4. **MINUTES - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of September 2, 2020.](#)**

CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member or any person in attendance may request that an item be removed for further consideration.

5. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Investment Portfolio Report for the month of July 2020.](#)
6. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Fiscal Report for the month of July 2020.](#)
7. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3319, second reading of an Ordinance of the City of Corona, California, approving an amendment to Title 17 of the Corona Municipal Code, Section 17.74.070\(H\) to refine the conditions for the relocation of outdoor advertising signs \(Billboards\). \(ZTA2020-0002\)](#)
8. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3320, second reading of an Ordinance of the City of Corona, California, approving an amendment to the El Cerrito Specific Plan \(SP91-01\), Section 12.11.2\(D\) to prohibit residential use and cold storage warehouse in the Light Industrial designation. \(SPA2020-0001\)](#)
9. **AGREEMENT** - [City Council consideration of Grading and Storm Drain Improvements, Survey Monumentation, and Sewer and Water Improvement Agreements associated with Lot 8 of Tract Map 36294 and Parcel Map 37788 - Bedford Marketplace, LLC, a Delaware Limited Liability Company.](#)

That the City Council authorize the Mayor to execute Grading and Storm Drain Improvements, Survey Monumentation, and Sewer and Water Improvement Agreements between the City and Bedford Marketplace, LLC, a Delaware Limited Liability Company.
10. **AGREEMENT** - [City Council consideration to award Request for Proposal 21-004SB and approval of a Professional Services Agreement with Rincon Consultants, Inc. in the amount of \\$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.](#)

That the City Council:

- a. Award RFP 21-004SB for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029 to Rincon Consultants, Inc. of Los Angeles, CA in the amount of \$151,723

pursuant to Formal Bidding Procedures for Non-Public Projects, Corona Municipal Code 3.08.110 based upon the findings noted in this report.

- b. Authorize the City Manager or the Community Development Director to execute a Professional Services Agreement with Rincon Consultants, Inc. in the amount of \$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.
- c. Authorize the City Manager or the Community Development Director to negotiate and execute agreement renewals and any extensions and/or amendments to this Agreement which are either non-substantive or are otherwise in compliance with the City Council actions hereunder.
- d. Authorize the Purchasing Manager to issue a purchase order to Rincon Consultants, Inc. in the amount of \$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.

11. AGREEMENT - [City Council consideration of the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.](#)

That the City Council:

- a. Approve the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.
- b. Authorize the City Manager or his designee to execute the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.

12. BID & PURCHASE - [City Council consideration of the purchase of multi-band portable radios from Motorola using the cooperative purchasing program of the Houston-Galveston Area Council of Governments Contract Number RA05-18.](#)

That the City Council:

- a. Authorize the Purchasing Manager to issue a purchase order to Motorola in the amount of \$259,032.34 for the replacement of (26) multi-band portable radios.
- b. Make a determination under Corona Municipal Code Section 3.08.140(C) (Competitive Bidding Already Completed) that competitive bidding has been satisfied based upon the reasons provided in the "Basis for Exception to Competitive Bidding" section of this agenda report.

- 13. RELEASE OF SECURITY** - [City Council consideration of public improvements and releasing appropriate Improvement Securities associated with Tract Map 36541-1 - Ryland Homes of California, Inc., a Delaware Corporation.](#)

That the City Council:

- a. Accept the Bridge Public Improvements associated with Tract Map 36541-1.
- b. Accept the Retaining Walls Public Improvements associated with Tract Map 36541-1.
- c. Retain twenty-five percent (25%) of the Faithful Performance Security for one year beyond acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (929634480 FP and 929634481 FP).
- d. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (929634480 LM and 929634481 LM).

- 14. REPORT** - [City Council to receive and file Personnel Report.](#)

That the City Council receive and file the Personnel Report for employee updates and recruitment transactions.

- 15. RESOLUTION** - [City Council consideration of Resolution No. 2020-121, declaring intention to annex territory to Community Facilities District No. 2016-3 \(Maintenance Services\) of the City of Corona, and adopting a map of the area proposed to be annexed thereto \(Annexation No. 19\).](#)

That the City Council:

- a. Adopt Resolution No. 2020-121, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 19).
- b. Authorize the Purchasing Manager to approve a change order in the amount of \$8,250 to Purchase Order P21554 for a total purchase order amount of \$224,750.

- 16. RESOLUTION** - [City Council consideration of Resolution No. 2020-122, declaring intention to annex territory to Community Facilities District No. 2016-3 \(Maintenance Services\) of the City of Corona, and adopting a map of the area proposed to be annexed thereto \(Annexation No. 20\).](#)

That the City Council:

- a. Adopt Resolution No. 2020-122, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 20).
- b. Authorize the Purchasing Manager to approve a change order in the amount of \$8,250 to Purchase Order P21554 for a total purchase order amount of \$233,000.

- 17. RESOLUTION** - [City Council consideration of adopting Resolution No. 2020-123, to approve the Disadvantaged Business Enterprise Program for Federal Fiscal Years 2021-2023, establish an overall Triennial Disadvantaged Business Enterprise Goal of 0.5%, and authorize the City Manager to sign the Disadvantaged Business Enterprise Program Objective and Policy Statement.](#)

That the City Council:

- a. Adopt Resolution No. 2020-123 to approve the updated Disadvantaged Business Enterprise Program (Exhibit A) for Federal Fiscal Years 2021-2023.
- b. Establish an overall Triennial Disadvantaged Business Enterprise Goal of 0.5%.
- c. Authorize the City Manager to sign the update Disadvantaged Business Enterprise Program Objective and Policy Statement.

COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and city of residence for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three-minute limit for communications.

PUBLIC HEARINGS

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

- 18. PUBLIC HEARING** - [Public Hearing for City Council Consideration of Resolutions of Necessity to acquire by eminent domain, permanent roadway easement, permanent and temporary utility easement, permanent non-exclusive ingress/egress easements, and temporary construction easement interests in certain real property identified as Assessor Parcel No.'s 115-300-026, 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007, located on North McKinley Street, south of the State Route 91 for the McKinley Street Grade Separation Project, a portion of which is located in the County of Riverside.](#)

That the City Council:

- a. Conduct a public hearing to consider the adoption of two Resolutions of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report:
 - i. The public interest and necessity require the proposed project;
 - ii. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - iii. The real property to be acquired is necessary for the project, and;
 - iv. The offers of just compensation have been made to the property owners.
- c. Adopt Resolution 2020-124, a Resolution of Necessity declaring that the acquisition of a permanent roadway easement, permanent utility easement, and temporary construction easement interests in certain real property identified as Assessor Parcel No. 115-300-026, located on North McKinley Street, south of the State Route 91, is necessary for the McKinley Street Grade Separation Project.
- d. Adopt Resolution 2020-125, a Resolution of Necessity declaring that the acquisition of a permanent roadway easement, permanent and temporary utility easement, permanent non-exclusive ingress and egress easement, and temporary construction easement interests in certain real property identified as Assessor Parcel No.'s 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007, located on North McKinley Street, south of the State Route 91, is necessary for the McKinley Street Grade Separation Project.

LEGISLATIVE MATTERS

This portion of the agenda is for proposed ordinances presented for the City Council's consideration.

BOARDS, COMMISSIONS, AND COMMITTEES – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

This portion of the agenda lists items from Commissions, Committees, and Boards.

A) Planning & Housing Commission

- 19. PLANNING & HOUSING COMMISSION REPORT** - [City Council consideration of Precise Plan 2020-0001, for the review of an apartment complex consisting of 15 units on 1.13 acres in the Multiple Family Residential zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue. \(Applicant: Hannibal Petrossi of Petrossi & Associates, Inc.\)](#)

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting PP2020-0001, based on the findings contained in the staff report and

conditions of approval.

OR

- b. Set the item for review at a subsequent meeting.

- 20. PLANNING & HOUSING COMMISSION REPORT** - [City Council consideration of Precise Plan Modification 2020-0002 to Precise Plan 2018-0002 originally approved on May 7, 2018, to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive, in the Low Density Residential designation of the Sierra Bella Specific Plan SP04-001. \(Applicant: Lennar Homes of California, Inc.\)](#)

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting PPM2020-0002, based on the findings contained in the staff report and conditions of approval.

OR

- b. Set the item for review at a subsequent meeting.

B) Parks & Recreation Commission

C) Infrastructure Committee

- 21. INFRASTRUCTURE COMMITTEE REPORT** - [City Council consideration to receive minutes of the September 2, 2020 meeting of the Infrastructure Committee report by Council Member Jason Scott and Council Member Wes Speake.](#)

D) Finance, Legislation & Economic Development Committee

- 22. FINANCE, LEGISLATION & ECONOMIC DEVELOPMENT COMMITTEE REPORT** - [City Council consideration to receive minutes of the September 2, 2020 meeting of the Finance, Legislative and Economic Development Committee report by Vice Mayor Jacque Casillas and Council Member Jason Scott.](#)

E) Public Services Committee

- 23. PUBLIC SERVICES COMMITTEE REPORT** - [City Council consideration to receive minutes of the September 2, 2020 meeting of the Public Services Committee report by Mayor Jim Steiner and Council Member Yolanda Carrillo.](#)

F) Regional Meetings

24. **REGIONAL MEETING REPORT** - [Update from Council Member Wes Speake on the Riverside County Transportation Commission \(RCTC\) Meeting of September 9, 2020.](#)
25. **REGIONAL MEETING REPORT** - [Update from Vice Mayor Jacque Casillas on the Western Riverside County Regional Conservation Authority \(RCA\) Meeting of September 14, 2020.](#)

ADMINISTRATIVE REPORTS

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

ADJOURNMENT

The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, October 7, 2020 at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

Corona City Hall - Online, All the Time at www.CoronaCA.gov

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting in the entry way display case at City Hall. A complete agenda packet is available for public inspection during business hours at the City Clerk's Office. Any materials relating to an item on the agenda which are distributed to all, or a majority of all, members of the City Council after the posting of the agenda will also be available at the same time for public inspection during business hours at the City Clerk's Office.

Written communications from the public for the agenda must be received by the City Clerk's Office seven (7) days prior to the City Council meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting is Being Recorded

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, September 2, 2020

5:00 PM

Closed Session Council Board Room 5:00 PM

Open Session Council Chambers 6:30 PM

City Council

**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE
CITY OF CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

Jim Steiner, Mayor
Jacque Casillas, Vice Mayor
Yolanda Carrillo, Council Member
Jason Scott, Council Member
Wes Speake, Council Member

Revised Agenda on August 31, 2020 at 4:00 p.m.

- There was a revision to Item 20 there was a typographical error to the El Cerrito Specific Plan (SP91-02) **

CONVENE CLOSED SESSION

Closed Session convened at 5:00 p.m. for the purposes listed below. Present were Mayor Steiner, Vice Mayor Casillas, Council Member Carrillo, Council Member Scott, and Council Member Speake. Council Member Carrillo recused herself from Item 2. Closed Session adjourned at 6:00 p.m.

CITY COUNCIL

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property Location: APN: 275-070-010
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: Skyline Properties
Under Negotiation: Price and Terms of Payment
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property Location: 815 W. 6th Street, Suites 210, 220 and 230 and Basement A (Corona Historic Civic Center)
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: Fender Museum of the Arts Foundation/Corona-Norco Family YMCA - Glenn Fletcher
Under Negotiation: Price and Terms of Payment
- 3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (1 or more cases)

Rollcall

Present: 5 - Jim Steiner, Jacque Casillas, Yolanda Carrillo, Jason Scott, and Wes Speake

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Steiner.

CONVENE OPEN SESSION

Mayor Steiner called the meeting to order at 6:31 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

- 4. Proclamation: Childhood Cancer Awareness Month.
The Mayor presented the Childhood Cancer Awareness Month proclamation.
- 5. Recognition: FutureLink Students.
The FutureLink Students received a recognition.
- 6. Recognition: Greater Corona Traffic Alliance.
The Greater Corona Traffic Alliance received a recognition.
- 7. Presentation: Big Brothers Big Sisters Update.
Jennifer O' Farrell, Executive Director, provided an update.

MEETING MINUTES

A motion was made by Vice Mayor Casillas, seconded by Council Member Speake that these Minutes be approved. The motion carried by the following vote:

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

- 8. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Meeting of August 19, 2020.

These Minutes were approved

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

CONSENT CALENDAR

A motion was made by Vice Mayor Casillas, seconded by Council Member Carrillo, that this Consent Calendar be approved with the exception of Item 13, which was voted on separately. The motion carried by the following vote:

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

- 9. City Council consideration of a Grant of Easement and Agreement for installation and conveyance of facilities located within Assessor Parcel Number (APN) 108-050-013, in favor of Southern California Edison Company (SCE).

This Agreement was approved.

10. City Council consideration of a Cannabis Regulation Task Force (CRTF) Memorandum of Understanding (MOU) between the Riverside County District Attorney's Office and the Corona Police Department.

This Agreement was approved.

11. City Council consideration of Reducing Public Improvements Securities associated with Tract Map (TM) 31373 - Corona-Upper Drive 25, LLC, a Delaware Limited Liability Company.

This Budgetary was approved.

12. City Council consideration of a Partial Release of Retention to Riverside Construction Company, Inc., for the Cajalco/I-15 Interchange Project.

This Budgetary was approved.

13. City Council and Corona Utility Authority consideration of City Administrative Policy No. 03620.004 to establish a temporary no-cost water meter downsizing program.

The Council had inquiries regarding the proposed item and Tom Moody, Department of Water and Power General Manager, provided clarification.

Joe Morgan, resident, addressed the Council regarding the proposed item.

A motion was made by Council Member Speake, seconded by Council Member Scott, that this Policy be approved. The motion carried by the following vote:

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

14. City Council consideration of the Interlocal Agreement concerning the distribution of the 2020 Justice Assistance Grant award and accepting and appropriating the 2020 Local Edward Byrne Memorial Justice Assistance Grant.

This Grant was approved.

15. City Council consideration of public improvements and releasing appropriate Improvement and Survey Monumentation Securities associated with Tract Map (TM) 37057 - VD Corona Kellogg, LLC, a California Limited Liability Company.

This Release of Security was approved.

16. City Council to receive and file Personnel Report.

This Report was received and filed.

17. City Council consideration of Resolution No. 2020-116 approving annuitant status and Conditional Limited Term Appointment Agreement (CalPERS Retiree) of Gerardo (Jerry) Rodriguez and waiving of the 180-day wait period per Government Code Section 7522.56 and 21224.

This Resolution was adopted.

18. City Council consideration of approving the 2021-2023 City of Corona Transit Service (CCTS) Title VI Program in compliance with the Federal Transit Administration (FTA)/Civil Rights Act of 1964.

This Transit Plan was approved.

COMMUNICATIONS FROM THE PUBLIC

None.

PUBLIC HEARINGS

19. Public Hearing for City Council consideration of Ordinance No. 3319, first reading of an Ordinance of the City of Corona, California for Zone Text Amendment (ZTA2020-0002) amending Title 17 of the Corona Municipal Code, Section 17.74.070(H) to refine the conditions for the relocation of outdoor advertising signs (Billboards). (Applicant: City of Corona)

Mayor Steiner opened the Public Hearing. Kristian Duarte, Deputy City Clerk, stated that there was no correspondence received regarding the Public Hearing. Joe Morgan, resident, addressed the Council in support of the proposed item. Mayor Steiner closed the Public Hearing.

A motion was made by Council Member Speake, seconded by Council Member Scott, that this Ordinance be approved. The motion carried by the following vote:

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

20. Public Hearing for City Council consideration of Ordinance No. 3320, first reading of an Ordinance of the City of Corona, California for Specific Plan Amendment (SPA2020-0001) amending the El Cerrito Specific Plan (SP91-02), Section 12.11.2(D) to prohibit residential use and cold storage warehouse in the Light Industrial designation. (Applicant: City of Corona)

Mayor Steiner opened the Public Hearing. Kristian Duarte, Deputy City Clerk, stated that there was no correspondence received regarding the Public Hearing. Mayor Steiner closed the Public Hearing.

A motion was made by Council Member Scott, seconded by Vice Mayor Casillas, that this Ordinance be approved. The motion carried by the following vote:

Aye: 5 - Steiner, Casillas, Carrillo, Scott, and Speake

LEGISLATIVE MATTERS

None.

BOARDS, COMMISSIONS, AND COMMITTEES – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

A) Planning & Housing Commission

- 21. City Council consideration of CUP2019-0005, a Conditional Use Permit (CUP) application to construct a 90-foot high telecommunications lattice tower on 1.53 acres owned by the City of Corona for telecommunication purposes, located at 740 John Circle in the Open Space designation of the Northeast Corona Specific Plan (SP81-2). (Applicant: City of Corona)

The Council took no action.

B) Parks & Recreation Commission

None.

C) Infrastructure Committee

None.

D) Finance, Legislation & Economic Development Committee

None.

E) Public Services Committee

None.

F) Regional Meetings

None.

ADMINISTRATIVE REPORTS

None.

CITY ATTORNEY'S REPORTS AND COMMENTS

Dean Derleth, City Attorney, reported that Council Member Carrillo recused herself from Closed Session Item 2 due to her employment with the Corona-Norco Family YMCA.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Carrillo thanked community members and residents involved in adhoc committees and working groups.

Council Member Speake acknowledged the passing of Don Garland, who was a long time member of the Chamber.

Mayor Steiner commended the Planning Commission for all their hard work. He reported having a meeting via Zoom with Vice Mayor Casillas and Corona-Norco Unified School District students that are a part of Diversify Our Narrative. Mayor Steiner provided an overview of the national organization. Mayor Steiner reported having a meeting with Vice Mayor Casillas and Pastors from the community. He provided an overview of the meeting. Mayor Steiner also thanked Bill and Beth Hendrick for hosting, and Martha Cortez and Eduardo's Mexican Restaurant for catering the meeting. He acknowledged the passing of Daniel Basham.

ADJOURNMENT

Mayor Steiner adjourned the meeting at 7:32 p.m. in honor of Daniel Basham. The next scheduled meeting of the Council is September 16, 2020.



City of Corona Investment Portfolio Report Month Ending July 31, 2020

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending July 31, 2020 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:
Chad T. Willardson
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Chad T. Willardson
City Treasurer

DocuSigned by:
Kim Sitton
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KIM SITTON
Acting Administrative Services Director

DocuSigned by:
Roger Bradley
2006B2ABD53A45C...
Roger Bradley
Assistant City Manager

REVIEWED BY:

DocuSigned by:
Jennifer Schnaerer
F037C11D7CAG41D...
Jennifer Schnaerer
Finance Manager

Prepared By: Chandler Asset Management

Beginning balance June 30, 2020	\$	346,765,991
Acquisitions / Additions:		
Agency Notes	\$	8,267,148
US Corporate Notes		1,229,434
LAIF		26,017,288
Money Market Fund		171,779
Dispositions / Withdrawals:		
Agency Notes	\$	7,940,618
US Corporate Notes		641,116
LAIF		43,500,000
Money Market Fund		489,888
Gain/(Loss) on Dispositions		150,761
Ending balance, July 31, 2020	\$	330,030,779

City of Corona Consolidated

Portfolio Summary

Account #10003

As of July 31, 2020



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.33
Average Coupon	2.00%
Average Purchase YTM	1.89%
Average Market YTM	0.38%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.56 yrs
Average Life	2.41 yrs

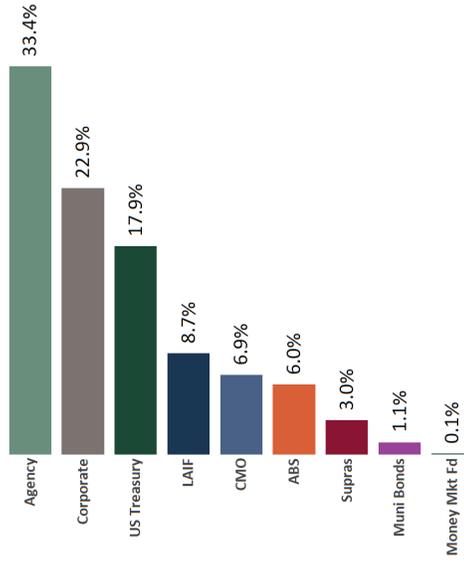
ACCOUNT SUMMARY

	Beg. Values as of 6/30/20	End Values as of 7/31/20
Market Value	358,623,872	342,013,914
Accrued Interest	1,525,789	1,380,165
Total Market Value	360,149,661	343,394,079
Income Earned	577,624	568,402
Cont/WD		0
Par	345,417,270	328,611,467
Book Value	346,765,991	330,030,779
Cost Value	346,765,991	330,030,779

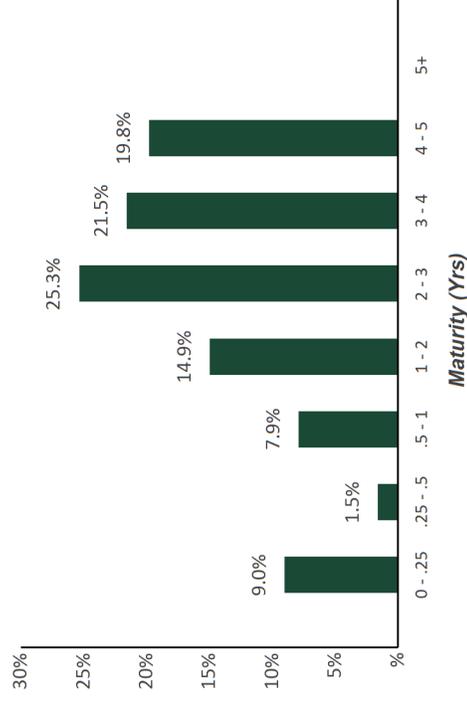
TOP ISSUERS

Government of United States	17.9%
Federal National Mortgage Assoc	17.0%
Federal Home Loan Mortgage Corp	14.3%
Federal Home Loan Bank	9.0%
Local Agency Investment Fund	8.7%
John Deere ABS	2.5%
Inter-American Dev Bank	2.3%
Honda ABS	1.4%
Total	73.1%

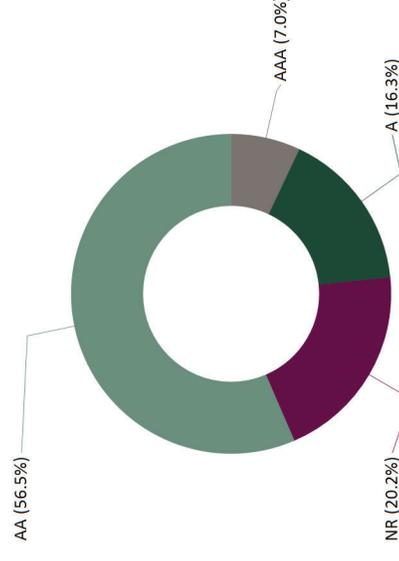
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of July 31, 2020



City of Corona Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasury Issues	No limitations	<i>Complies</i>
Federal Agencies	75% maximum; Federal agency or US government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal or interest by federal agencies or US government-sponsored enterprises.	<i>Complies</i>
Municipal Securities	"A" rated or better by a NRSRO; 25% maximum; 5% max per issuer; Bonds issued by the City, including Bonds payable solely out of revenue from a revenue producing property owned, controlled or operated by the City; Bonds, Notes or other evidence of indebtedness of any local agency within California, or state warrants, or Treasury Notes or Bonds of California; Bonds, Notes or other evidence of indebtedness in any of the other 49 states, in addition to California.	<i>Complies</i>
Supranationals	"AA" rated or better by a NRSRO; 10% max per issuer; Washington D.C. based issuers: IADB, IBRD, and IFC	<i>Complies</i>
Banker's Acceptances	20% maximum; 5% per issuer; 25% max per institution; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt; 25% maximum; 5% max per issuer; 10% max of the issuer's outstanding paper; 270 days max maturity; U.S. domiciled corporations with assets > \$500 million	<i>Complies</i>
Medium Term Notes	"A" rated or better by NRSRO; 30% maximum; 5% max per issuer; Issued by corporations; U.S. domiciled corporations or U.S. licensed depository	<i>Complies</i>
Negotiable Certificates of Deposit	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating; 20% maximum; 5% max per issuer; 3 years max maturity; May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	<i>Complies</i>
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered investment adviser with AUM >\$500 million and experience > 5 years; 20% maximum; 10% max per one Mutual Fund; 20% maximum in Money Market Mutual Funds; 20% maximum in Mutual Funds and Money Market Mutual Fund	<i>Complies</i>
Asset-Backed, Mortgage-Backed Pass Through Securities, Collateralized Mortgage Obligations (Non-Government Issued)	"AA" or rating category or better by a NRSRO; 15% maximum; 5% max per issuer; Non-Government issued	<i>Complies</i>
Repurchase Agreements	10% maximum; 5% max per issuer; 14 days max maturity; 102% collateral or greater with securities permitted in the policy; Not used by investment adviser	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Limit set by LAIF; State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities; Not used by investment adviser	<i>Complies</i>
Prohibited	Reverse Repurchase Agreements; Zero coupon bonds, Futures and Option Contracts; Zero coupon bonds	<i>Complies</i>
Max Per Issuer	5% per issuer (except US Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF)	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>

City of Corona Consolidated

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/s&P Fitch	Maturity Duration
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	59,713.32	12/27/2017 2.10%	59,333.12 59,333.12	100.08 0.38%	59,762.46 43.29	0.02% 429.34	Aaa / NR AAA	1.04 0.05
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	387,275.84	04/27/2018 2.62%	381,254.92 381,254.92	100.23 0.24%	388,149.53 289.17	0.11% 6,894.61	Aaa / AAA NR	1.04 0.16
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	41,176.32	07/11/2017 1.83%	41,173.30 41,173.30	100.15 0.53%	41,236.20 33.31	0.01% 62.90	Aaa / NR AAA	1.21 0.11
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	305,771.95	02/21/2018 2.68%	305,749.98 305,749.98	100.70 0.48%	307,911.40 361.49	0.09% 2,161.42	Aaa / NR AAA	1.72 0.32
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	1,496,265.51	08/21/2018 2.98%	1,496,060.22 1,496,060.22	101.62 0.26%	1,520,507.45 1,226.11	0.44% 24,447.23	Aaa / NR AAA	2.06 0.60
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,327,133.23	07/25/2019 2.31%	2,351,768.12 2,351,768.12	101.46 0.23%	2,361,197.81 3,061.47	0.69% 9,429.69	Aaa / AAA NR	2.13 0.53
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	1,721,483.13	07/18/2018 3.10%	1,721,352.64 1,721,352.64	101.51 0.29%	1,747,441.24 2,356.52	0.51% 26,088.60	Aaa / NR AAA	2.29 0.54
58770FAC6	Mercedes Benz Auto Lease Trust 2020- A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.85%	1,049,861.61 1,049,861.61	101.85 0.55%	1,069,378.80 858.67	0.31% 19,517.19	Aaa / AAA NR	2.38 1.41
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,500,000.00	08/27/2019 1.87%	2,552,050.78 2,552,050.78	102.64 0.30%	2,565,885.00 3,233.33	0.75% 13,834.22	Aaa / NR AAA	2.96 1.00
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	2,030,000.00	08/20/2019 1.79%	2,029,983.15 2,029,983.15	102.07 0.46%	2,072,100.17 1,605.96	0.60% 42,117.02	Aaa / AAA NR	3.04 1.55
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,010,000.00	07/16/2019 2.23%	1,009,785.58 1,009,785.58	102.63 0.33%	1,036,543.81 992.04	0.30% 26,758.23	Aaa / NR AAA	3.38 1.38
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83 1,389,892.83	102.51 0.44%	1,424,902.90 823.96	0.42% 35,010.07	NR / AAA AAA	3.73 1.65
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42 2,169,885.42	102.84 0.40%	2,231,625.83 1,861.38	0.65% 61,740.41	Aaa / AAA NR	3.96 1.83

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ABS									
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87 979,922.87	100.98 0.39%	989,633.40 357.16	0.29% 9,710.53	Aaa / AAA NR	3.96 2.11
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34 2,069,450.34	101.03 0.61%	2,086,215.81 1,009.55	0.61% 16,765.47	Aaa / NR AAA	4.04 2.07
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	100.08 0.48%	740,593.48 94.35	0.22% 706.26	Aaa / NR AAA	4.30 2.32
Total ABS		20,273,819.30	1.97%	20,347,412.10 20,347,412.10	0.38%	20,643,085.29 18,207.76	6.02% 295,673.19	Aaa / AAA AAA	3.04 1.29
AGENCY									
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	3,070,000.00	02/17/2016 1.46%	3,057,597.20 3,057,597.20	100.68 0.13%	3,090,965.03 19,112.88	0.91% 33,367.83	Aaa / AA+ AAA	0.55 0.54
3135G0I20	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	Various 1.45%	4,034,893.60 4,034,893.60	100.69 0.16%	4,078,102.95 23,976.56	1.19% 43,209.35	Aaa / AA+ AAA	0.58 0.57
3135G0K69	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	06/29/2016 1.18%	3,311,220.00 3,311,220.00	100.85 0.14%	3,328,050.00 9,739.58	0.97% 16,830.00	Aaa / AA+ AAA	0.76 0.76
313379RB7	FHLB Note 1.875% Due 6/11/2021	2,500,000.00	08/30/2017 1.67%	2,518,850.00 2,518,850.00	101.53 0.10%	2,538,215.00 6,510.42	0.74% 19,365.00	Aaa / AA+ AAA	0.86 0.86
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00 2,873,204.00	100.96 0.12%	2,927,773.30 1,540.63	0.85% 54,569.30	Aaa / AA+ AAA	0.95 0.95
3137EAFEC9	FHLMC Note 1.125% Due 8/12/2021	4,125,000.00	Various 1.30%	4,090,903.75 4,090,903.75	101.01 0.15%	4,166,460.38 21,785.16	1.22% 75,556.63	Aaa / AA+ AAA	1.03 1.02
3135G0N82	FNMA Note 1.25% Due 8/17/2021	4,100,000.00	Various 1.32%	4,086,725.40 4,086,725.40	101.15 0.15%	4,147,031.10 23,347.22	1.21% 60,305.70	Aaa / AA+ AAA	1.05 1.03
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	3,925,000.00	Various 1.66%	3,873,275.45 3,873,275.45	101.46 0.14%	3,982,422.75 17,090.11	1.16% 109,147.30	Aaa / AA+ AAA	1.19 1.17
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00 2,506,300.00	103.44 0.13%	2,585,930.00 22,708.33	0.76% 79,630.00	Aaa / AA+ NR	1.20 1.18
3135G0S38	FNMA Note 2% Due 1/5/2022	4,000,000.00	01/11/2017 2.02%	3,996,900.00 3,996,900.00	102.64 0.15%	4,105,712.00 5,777.78	1.20% 108,812.00	Aaa / AA+ AAA	1.43 1.41
3135G0T45	FNMA Note 1.875% Due 4/5/2022	4,650,000.00	06/19/2017 1.88%	4,649,297.85 4,649,297.85	102.87 0.16%	4,783,506.15 28,093.75	1.40% 134,208.30	Aaa / AA+ AAA	1.68 1.65

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3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	105.40 0.18%	5,797,154.00 4,354.17	1.69% 378,224.00	Aaa / AA+ AAA	2.47 2.41
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	5,790,000.00	05/05/2020 0.39%	5,787,568.20 5,787,568.20	100.41 0.23%	5,813,785.32 5,066.25	1.69% 26,217.12	Aaa / AA+ AAA	2.76 2.74
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	5,735,000.00	05/20/2020 0.35%	5,717,737.65 5,717,737.65	100.06 0.23%	5,738,268.95 2,748.02	1.67% 20,531.30	Aaa / AA+ AAA	2.81 2.80
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	107.30 0.21%	4,881,986.20 14,597.91	1.43% 354,018.70	Aaa / AA+ AAA	2.88 2.78
3135G05G4	FNMA Note 0.25% Due 7/10/2023	4,755,000.00	07/08/2020 0.32%	4,744,776.75 4,744,776.75	100.00 0.25%	4,755,218.73 693.44	1.38% 10,441.98	Aaa / AA+ AAA	2.94 2.93
3130A0F70	FHLMC Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	110.34 0.27%	3,861,907.00 17,390.63	1.13% 259,742.00	Aaa / AA+ AAA	3.36 3.19
3130A0XE5	FHLMC Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	110.35 0.36%	1,103,521.00 12,909.72	0.33% 58,111.00	Aaa / AA+ NR	3.61 3.39
3130AB3H7	FHLMC Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	107.27 0.34%	4,290,688.00 37,736.11	1.26% 290,408.00	Aaa / AA+ NR	3.61 3.44
3130A1X12	FHLMC Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	109.74 0.34%	6,035,777.00 20,644.10	1.76% 295,776.60	Aaa / AA+ NR	3.87 3.68
3130A2UW4	FHLMC Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	110.15 0.39%	4,405,812.00 44,083.33	1.30% 199,052.00	Aaa / AA+ AAA	4.12 3.88
3135G0W66	FNMA Note 1.625% Due 10/15/2024	4,080,000.00	Various 1.27%	4,143,283.20 4,143,283.20	105.45 0.32%	4,302,286.56 19,521.66	1.26% 159,003.36	Aaa / AA+ AAA	4.21 4.06
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	105.48 0.38%	4,451,437.46 4,571.67	1.30% 168,559.26	Aaa / AA+ AAA	4.44 4.29
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	105.05 0.38%	6,906,912.58 45,751.04	2.02% 336,975.33	Aaa / NR AAA	4.54 4.36
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	101.04 0.40%	5,325,034.61 8,874.83	1.55% 65,890.81	Aaa / AA+ AAA	4.73 4.65
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	3,310,000.00	06/17/2020 0.54%	3,303,148.30 3,303,148.30	100.49 0.40%	3,326,288.51 1,930.83	0.97% 23,140.21	Aaa / AA+ AAA	4.88 4.81
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	3,540,000.00	07/21/2020 0.48%	3,522,370.80 3,522,370.80	99.86 0.40%	3,535,061.70 295.00	1.03% 12,690.90	Aaa / AA+ AAA	4.98 4.92

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Total Agency		110,445,000.00	1.49%	110,871,524.30 110,871,524.30	0.25%	114,265,308.28 420,851.13	33.40% 3,393,783.98	Aaa / AA+ AAA	2.79 2.71
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	1,220,450.18	09/12/2017 1.92%	1,270,507.71 1,270,507.71	101.44 0.80%	1,237,994.15 636.67	0.36% (32,513.56)	Aaa / AA+	0.90 0.70
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	2,099,849.19	Various 2.61%	2,121,484.56 2,121,484.56	102.03 1.33%	2,142,579.00 5,233.87	0.63% 21,094.44	NR / NR AAA	1.15 0.95
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	4,000,000.00	Various 2.22%	4,140,475.70 4,140,475.70	103.99 0.81%	4,159,668.00 10,300.00	1.21% 19,192.30	Aaa / NR NR	2.07 1.80
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	108.26 0.56%	4,167,975.35 11,328.63	1.22% 236,313.24	NR / NR AAA	2.98 2.75
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	106.85 0.56%	3,579,344.35 1,708.50	1.04% 120,469.35	Aaa / NR NR	2.98 2.73
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	108.71 0.61%	4,076,767.50 2,204.38	1.19% 238,857.34	Aaa / NR AAA	3.24 2.93
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,885,145.84	04/22/2019 2.72%	3,912,918.56 3,912,918.56	106.90 0.84%	4,153,267.49 9,405.29	1.21% 240,348.93	NR / AAA NR	3.74 3.32
Total CMO		22,155,445.21	2.59%	22,673,833.80 22,673,833.80	0.74%	23,517,595.84 40,817.34	6.86% 843,762.04	Aaa / AAA AAA	2.72 2.44
CORPORATE									
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10/29/2015 2.02%	1,034,172.00 1,034,172.00	100.30 0.27%	1,038,077.06 5,060.00	0.30% 3,905.06	Aaa / AAA AA+	0.26 0.17
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	02/06/2017 2.17%	2,556,986.95 2,556,986.95	100.33 0.40%	2,553,291.61 14,308.56	0.75% (3,695.34)	A3 / A A	0.26 0.17
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	Various 1.97%	2,730,414.55 2,730,414.55	100.95 0.59%	2,725,579.80 24,997.50	0.80% (4,834.75)	Aa1 / AA NR	0.58 0.58
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	05/24/2017 2.12%	1,895,010.50 1,895,010.50	101.47 0.31%	1,877,215.35 21,151.67	0.55% (17,795.15)	A2 / A A	0.59 0.58

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CORPORATE									
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	Various 3.25%	2,949,150.50 2,949,150.50	102.07 0.33%	3,031,490.88 19,800.00	0.89% 82,340.38	A2 / A NR	0.78 0.77
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	Various 2.04%	2,067,408.60 2,067,408.60	101.36 0.25%	2,103,249.05 8,092.50	0.61% 35,840.45	A1 / A AA-	0.80 0.79
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45 1,872,774.45	101.25 0.21%	1,898,505.00 13,966.15	0.56% 25,730.55	Aaa / AAA AA+	1.02 0.93
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	3,325,000.00	Various 2.44%	3,255,728.25 3,255,728.25	101.68 0.28%	3,380,713.70 23,866.11	0.99% 124,985.45	A3 / A A-	1.13 1.03
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	3,100,000.00	Various 3.18%	3,038,938.00 3,038,938.00	103.23 0.36%	3,199,975.00 4,477.78	0.93% 161,037.00	A1 / A+ A+	1.45 1.42
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	103.93 0.38%	3,169,852.80 622.71	0.92% 120,127.30	A2 / A A+	1.99 1.88
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	2,955,000.00	11/29/2017 2.58%	2,905,001.40 2,905,001.40	103.94 0.32%	3,071,533.38 25,823.42	0.90% 166,531.98	A2 / A NR	2.11 2.05
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	3,250,000.00	Various 3.11%	3,228,657.50 3,228,657.50	103.57 0.51%	3,366,093.25 4,292.89	0.98% 137,435.75	A2 / A- AA-	2.46 1.43
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	105.33 0.41%	2,369,990.25 993.75	0.69% 96,597.75	A2 / A A	2.49 2.34
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	106.29 0.36%	1,594,372.50 16,916.67	0.47% 139,842.50	A2 / A A	2.60 2.50
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	105.98 0.30%	2,649,525.00 25,972.22	0.78% 224,300.00	Aa2 / AA A+	2.62 2.37
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	105.74 0.31%	2,342,045.76 12,994.67	0.69% 229,400.91	Aa1 / AA+ NR	2.76 2.67
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00 1,228,680.00	107.31 0.96%	1,287,753.60 7,920.00	0.38% 59,073.60	A2 / A- A+	2.82 2.68
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	107.47 0.35%	3,223,950.00 9,838.92	0.94% 241,650.00	Aa2 / AA NR	2.90 2.55

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CORPORATE									
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	108.60 0.33%	2,171,952.00 6,611.11	0.63% 115,052.00	Aa2 / AA AA	2.90 2.71
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	108.13 0.67%	1,005,591.33 1,515.13	0.29% 77,200.23	A3 / A- NR	2.95 2.82
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	109.07 0.42%	2,083,317.22 2,228.33	0.61% 178,856.22	Aa1 / AA- AA	2.97 2.84
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	108.45 0.58%	2,494,244.20 37,362.22	0.74% 195,187.20	A1 / A+ NR	3.02 2.85
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	108.81 0.51%	3,540,755.50 53,013.08	1.05% 201,175.30	A1 / A AA-	3.03 2.86
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	109.27 0.68%	2,469,567.54 25,260.21	0.73% 211,420.74	A3 / A- NR	3.19 3.01
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.94%	3,273,420.00 3,273,420.00	107.14 0.76%	3,481,994.75 46,790.98	1.03% 208,574.75	A2 / A- A+	3.60 2.47
89114QC82	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	109.62 0.55%	1,392,205.75 16,051.39	0.41% 106,127.55	Aa3 / A AA-	3.61 3.40
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.19%	2,887,177.50 2,887,177.50	107.83 1.10%	2,965,204.00 22,026.73	0.87% 78,026.50	A2 / A- A+	3.80 2.65
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	105.82 0.69%	756,624.44 7,088.43	0.22% 43,204.59	A1 / A+ NR	4.04 3.85
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	106.64 0.66%	3,839,119.20 20,250.00	1.12% 240,991.20	A2 / A AA	4.26 4.05
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	106.99 0.49%	2,774,141.79 12,853.36	0.81% 149,657.58	A3 / A A	4.28 4.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	106.55 0.54%	4,416,497.50 2,360.35	1.29% 280,326.35	A1 / AA- AA-	4.48 4.22
Total Corporate		74,372,000.00	2.69%	74,366,155.56 74,366,155.56	0.48%	78,274,429.21 494,506.84	22.94% 3,908,273.65	A1 / A+ A+	2.52 2.26

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90LAIIF\$00	Local Agency Investment Fund State Pool	29,890,610.22	Various 0.84%	29,890,610.22 29,890,610.22	1.00 0.84%	29,890,610.22 27,528.10	8.71% 0.00	NR / NR NR	0.00 0.00
Total LAIF		29,890,610.22	0.84%	29,890,610.22 29,890,610.22	0.84%	29,890,610.22 27,528.10	8.71% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND FI									
60934N807	Federated Investors Govt Oblig Fund Inst.	354,592.28	Various 0.01%	354,592.28 354,592.28	1.00 0.01%	354,592.28 0.00	0.10% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		354,592.28	0.01%	354,592.28 354,592.28	0.01%	354,592.28 0.00	0.10% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	107.43 0.59%	3,636,640.90 27,080.00	1.07% 173,887.45	Aa2 / AA- AA	4.17 3.96
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45 3,462,753.45	0.59%	3,636,640.90 27,080.00	1.07% 173,887.45	Aa2 / AA- AA	4.17 3.96
SUPRANATIONAL									
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	600,000.00	11/03/2017 1.87%	595,902.00 595,902.00	100.12 0.35%	600,697.20 3,981.25	0.18% 4,795.20	Aaa / AAA AAA	0.10 0.09
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	01/18/2018 2.35%	1,680,046.10 1,680,046.10	100.97 0.25%	1,701,293.95 631.88	0.50% 21,247.85	Aaa / AAA NR	0.49 0.48
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00 4,008,600.00	102.71 0.27%	4,108,404.00 3,069.44	1.20% 99,804.00	Aaa / NR AAA	1.47 1.45

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SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	103.24 0.22%	3,716,658.00 23,975.00	1.09% 204,085.00	Aaa / AAA AAA	2.12 2.08
Total Supranational		9,885,000.00	2.19%	9,797,121.10 9,797,121.10	0.25%	10,127,053.15 31,657.57	2.96% 329,932.05	Aaa / AAA AAA	1.46 1.44
US TREASURY									
912828L43	US Treasury Note 1.75% Due 2/28/2022	4,350,000.00	03/13/2017 2.14%	4,271,340.74 4,271,340.74	102.56 0.13%	4,461,299.10 31,856.66	1.31% 189,958.36	Aaa / AA+ AAA	1.58 1.56
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15 4,056,732.15	103.82 0.13%	4,152,812.00 7,391.30	1.21% 96,079.85	Aaa / AA+ AAA	1.92 1.88
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25 4,478,906.25	103.64 0.12%	4,664,002.50 35,309.10	1.37% 185,096.25	Aaa / AA+ AAA	2.08 2.04
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00 4,725,375.00	104.83 0.12%	5,031,748.80 8,869.57	1.47% 306,373.80	Aaa / AA+ AAA	2.42 2.36
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94 4,909,960.94	104.84 0.13%	5,241,990.00 20,533.29	1.53% 332,029.06	Aaa / AA+ AAA	3.25 3.17
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	107.16 0.15%	4,822,384.50 8,804.35	1.41% 233,966.53	Aaa / AA+ AAA	3.42 3.30
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	109.20 0.14%	5,460,155.00 63,461.54	1.61% 338,358.12	Aaa / AA+ AAA	3.55 3.36
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	106.89 0.16%	5,130,748.80 24,260.86	1.50% 297,467.55	Aaa / AA+ AAA	3.75 3.62
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	107.14 0.17%	5,250,080.50 8,521.74	1.53% 307,826.59	Aaa / AA+ AAA	3.92 3.78
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	108.84 0.18%	5,442,190.00 54,807.69	1.60% 301,955.62	Aaa / AA+ AAA	4.04 3.84
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	108.74 0.18%	4,349,688.00 22,744.57	1.27% 259,219.25	Aaa / AA+ AAA	4.25 4.06

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US TREASURY									
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	104.25 0.19%	7,297,500.00 32,955.16	2.13% 189,492.19	Aaa / AA+ AAA	4.58 4.46
Total US Treasury		57,850,000.00	1.83%	58,266,776.03 58,266,776.03	0.15%	61,304,599.20 319,515.83	17.95% 3,037,823.17	Aaa / AA+ AAA	3.32 3.21
TOTAL PORTFOLIO									
		328,611,467.01	1.89%	330,030,778.84 330,030,778.84	0.38%	342,013,914.37 1,380,164.57	100.00% 11,983,135.53	Aa1 / AA AAA	2.56 2.33
TOTAL MARKET VALUE PLUS ACCRUED						343,394,078.94			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/02/2020	60934N807	8.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8.83	0.00	8.83	0.00
Purchase	07/05/2020	60934N807	40,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	40,000.00	0.00	40,000.00	0.00
Purchase	07/07/2020	60934N807	33,716.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	33,716.04	0.00	33,716.04	0.00
Purchase	07/08/2020	47789KAC7	485,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.938	0.65%	489,546.88	340.85	489,887.73	0.00
Purchase	07/10/2020	3135G05G4	4,755,000.00	FNMA Note 0.25% Due 7/10/2023	99.785	0.32%	4,744,776.75	0.00	4,744,776.75	0.00
Purchase	07/10/2020	60934N807	4,540,914.47	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,540,914.47	0.00	4,540,914.47	0.00
Purchase	07/11/2020	60934N807	40,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	40,300.00	0.00	40,300.00	0.00
Purchase	07/14/2020	60934N807	32,355.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	32,355.00	0.00	32,355.00	0.00
Purchase	07/15/2020	60934N807	48,295.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	48,295.00	0.00	48,295.00	0.00
Purchase	07/15/2020	60934N807	6,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,062.50	0.00	6,062.50	0.00
Purchase	07/15/2020	60934N807	1,892.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,892.92	0.00	1,892.92	0.00
Purchase	07/15/2020	60934N807	3,490.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,490.08	0.00	3,490.08	0.00
Purchase	07/15/2020	60934N807	1,610.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,610.00	0.00	1,610.00	0.00
Purchase	07/15/2020	60934N807	669.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	669.67	0.00	669.67	0.00
Purchase	07/15/2020	60934N807	3,011.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,011.17	0.00	3,011.17	0.00
Purchase	07/15/2020	60934N807	1,860.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,860.08	0.00	1,860.08	0.00

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ACQUISITIONS										
Purchase	07/15/2020	60934N807	108,847.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	108,847.77	0.00	108,847.77	0.00
Purchase	07/15/2020	60934N807	12,649.82	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,649.82	0.00	12,649.82	0.00
Purchase	07/15/2020	60934N807	35,982.43	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	35,982.43	0.00	35,982.43	0.00
Purchase	07/15/2020	60934N807	110,942.18	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	110,942.18	0.00	110,942.18	0.00
Purchase	07/15/2020	60934N807	41,880.89	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	41,880.89	0.00	41,880.89	0.00
Purchase	07/15/2020	60934N807	215,356.21	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	215,356.21	0.00	215,356.21	0.00
Purchase	07/15/2020	90LAIF\$00	117,287.87	Local Agency Investment Fund State Pool	1.000	1.15%	117,287.87	0.00	117,287.87	0.00
Purchase	07/18/2020	60934N807	42,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	42,500.00	0.00	42,500.00	0.00
Purchase	07/19/2020	60934N807	98,737.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	98,737.50	0.00	98,737.50	0.00
Purchase	07/20/2020	60934N807	2,247.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,247.17	0.00	2,247.17	0.00
Purchase	07/21/2020	60934N807	42,486.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	42,486.25	0.00	42,486.25	0.00
Purchase	07/21/2020	60934N807	132,075.11	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	132,075.11	0.00	132,075.11	0.00
Purchase	07/22/2020	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	99.985	0.52%	739,887.22	0.00	739,887.22	0.00
Purchase	07/23/2020	3137EAEU9	3,540,000.00	FHLMC Note 0.375% Due 7/21/2025	99.502	0.48%	3,522,370.80	0.00	3,522,370.80	0.00
Purchase	07/23/2020	60934N807	3,426,887.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,426,887.77	0.00	3,426,887.77	0.00
Purchase	07/25/2020	60934N807	48,768.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	48,768.75	0.00	48,768.75	0.00

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ACQUISITIONS										
Purchase	07/27/2020	60934N807	11,021.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,021.88	0.00	11,021.88	0.00
Purchase	07/27/2020	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,328.63	0.00	11,328.63	0.00
Purchase	07/27/2020	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,542.50	0.00	8,542.50	0.00
Purchase	07/27/2020	60934N807	10,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,300.00	0.00	10,300.00	0.00
Purchase	07/27/2020	60934N807	5,342.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,342.63	0.00	5,342.63	0.00
Purchase	07/27/2020	60934N807	8,367.46	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,367.46	0.00	8,367.46	0.00
Purchase	07/27/2020	60934N807	13,000.53	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	13,000.53	0.00	13,000.53	0.00
Purchase	07/28/2020	60934N807	37,362.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	37,362.50	0.00	37,362.50	0.00
Subtotal			18,816,101.61				18,792,683.26	340.85	18,793,024.11	0.00
Security Contribution	07/07/2020	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/08/2020	90LAIF\$00	900,000.00	Local Agency Investment Fund State Pool	1.000		900,000.00	0.00	900,000.00	0.00
Security Contribution	07/13/2020	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	07/14/2020	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/20/2020	90LAIF\$00	1,700,000.00	Local Agency Investment Fund State Pool	1.000		1,700,000.00	0.00	1,700,000.00	0.00
Security Contribution	07/22/2020	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Contribution	07/27/2020	90LAIF\$00	19,100,000.00	Local Agency Investment Fund State Pool	1.000		19,100,000.00	0.00	19,100,000.00	0.00

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ACQUISITIONS										
Security Contribution	07/28/2020	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Contribution	07/29/2020	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Subtotal			25,900,000.00				25,900,000.00	0.00	25,900,000.00	0.00
Short Sale	07/10/2020	60934N807	-4,744,776.75	Federated Investors Govt Oblig Fund Inst.	1.000		-4,744,776.75	0.00	-4,744,776.75	0.00
Short Sale	07/22/2020	60934N807	-739,887.22	Federated Investors Govt Oblig Fund Inst.	1.000		-739,887.22	0.00	-739,887.22	0.00
Short Sale	07/23/2020	60934N807	-3,522,370.80	Federated Investors Govt Oblig Fund Inst.	1.000		-3,522,370.80	0.00	-3,522,370.80	0.00
Subtotal			-9,007,034.77				-9,007,034.77	0.00	-9,007,034.77	0.00
TOTAL ACQUISITIONS										
			35,709,066.84				35,685,648.49	340.85	35,685,989.34	0.00
DISPOSITIONS										
Closing Purchase	07/10/2020	60934N807	-4,744,776.75	Federated Investors Govt Oblig Fund Inst.	1.000		-4,744,776.75	0.00	-4,744,776.75	0.00
Closing Purchase	07/22/2020	60934N807	-739,887.22	Federated Investors Govt Oblig Fund Inst.	1.000		-739,887.22	0.00	-739,887.22	0.00
Closing Purchase	07/23/2020	60934N807	-3,522,370.80	Federated Investors Govt Oblig Fund Inst.	1.000		-3,522,370.80	0.00	-3,522,370.80	0.00
Subtotal			-9,007,034.77				-9,007,034.77	0.00	-9,007,034.77	0.00
Sale	07/08/2020	60934N807	489,887.73	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	489,887.73	0.00	489,887.73	0.00
Sale	07/10/2020	3130A7CV5	350,000.00	FHLB Note 1.375% Due 2/18/2021	100.728	0.17%	352,548.00	1,898.26	354,446.26	3,962.00
Sale	07/10/2020	60934N807	4,744,776.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,744,776.75	0.00	4,744,776.75	0.00
Sale	07/10/2020	912828T34	4,125,000.00	US Treasury Note 1.125% Due 9/30/2021	101.180	0.16%	4,173,662.11	12,806.10	4,186,468.21	118,418.80

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DISPOSITIONS										
Sale	07/22/2020	60934N807	739,887.22	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	739,887.22	0.00	739,887.22	0.00
Sale	07/23/2020	459058GA5	3,400,000.00	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	100.163	0.19%	3,405,542.00	21,345.77	3,426,887.77	28,764.00
Sale	07/23/2020	60934N807	3,522,370.80	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,522,370.80	0.00	3,522,370.80	0.00
Subtotal			17,371,922.50				17,428,674.61	36,050.13	17,464,724.74	151,144.80
Paydown	07/15/2020	43811BAC8	108,154.17	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		108,154.17	693.60	108,847.77	1,681.46
Paydown	07/15/2020	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	669.67	669.67	0.00
Paydown	07/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	3,011.17	3,011.17	0.00
Paydown	07/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	1,860.08	1,860.08	0.00
Paydown	07/15/2020	47788BAD6	12,568.31	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		12,568.31	81.51	12,649.82	0.92
Paydown	07/15/2020	47788CAC6	35,226.55	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		35,226.55	755.88	35,982.43	2.53
Paydown	07/15/2020	47788EAC2	106,251.00	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		106,251.00	4,691.18	110,942.18	8.05
Paydown	07/15/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	6,062.50	6,062.50	0.00
Paydown	07/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	1,892.92	1,892.92	0.00
Paydown	07/15/2020	58770FAC6	0.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		0.00	1,610.00	1,610.00	0.00
Paydown	07/15/2020	654747AD6	41,733.79	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	100.000		41,733.79	147.10	41,880.89	265.73

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DISPOSITIONS										
Paydown	07/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	3,490.08	3,490.08	0.00
Paydown	07/15/2020	89238TAD5	209,100.17	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		209,100.17	6,256.04	215,356.21	-2,213.52
Paydown	07/20/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	2,247.17	2,247.17	0.00
Paydown	07/21/2020	43815HAC1	128,081.92	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		128,081.92	3,993.19	132,075.11	17.57
Paydown	07/27/2020	3137B4WB8	0.00	FHLMC K033 A2 Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	07/27/2020	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	07/27/2020	3137B7MZ9	0.00	FHLMC K036 A2 Due 10/25/2023	100.000		0.00	11,021.88	11,021.88	0.00
Paydown	07/27/2020	3137BDCC7	2,153.67	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		2,153.67	3,188.96	5,342.63	-88.33
Paydown	07/27/2020	3137BFDD1	3,125.79	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		3,125.79	5,241.67	8,367.46	-32.21
Paydown	07/27/2020	3137BM6P6	0.00	FHLMC K721 A2 Due 8/25/2022	100.000		0.00	10,300.00	10,300.00	0.00
Paydown	07/27/2020	3137BYPQ7	3,586.56	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		3,586.56	9,413.97	13,000.53	-25.64
Subtotal			649,981.93				649,981.93	96,499.70	746,481.63	-383.44
Security Withdrawal	07/02/2020	90LAIF\$00	4,200,000.00	Local Agency Investment Fund State Pool	1.000		4,200,000.00	0.00	4,200,000.00	0.00
Security Withdrawal	07/09/2020	90LAIF\$00	3,200,000.00	Local Agency Investment Fund State Pool	1.000		3,200,000.00	0.00	3,200,000.00	0.00
Security Withdrawal	07/10/2020	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00
Security Withdrawal	07/15/2020	90LAIF\$00	3,500,000.00	Local Agency Investment Fund State Pool	1.000		3,500,000.00	0.00	3,500,000.00	0.00

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DISPOSITIONS										
Security Withdrawal	07/16/2020	90LAIF\$00	2,800,000.00	Local Agency Investment Fund State Pool	1.000		2,800,000.00	0.00	2,800,000.00	0.00
Security Withdrawal	07/17/2020	90LAIF\$00	1,300,000.00	Local Agency Investment Fund State Pool	1.000		1,300,000.00	0.00	1,300,000.00	0.00
Security Withdrawal	07/21/2020	90LAIF\$00	20,000,000.00	Local Agency Investment Fund State Pool	1.000		20,000,000.00	0.00	20,000,000.00	0.00
Security Withdrawal	07/23/2020	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	07/24/2020	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	07/30/2020	90LAIF\$00	1,300,000.00	Local Agency Investment Fund State Pool	1.000		1,300,000.00	0.00	1,300,000.00	0.00
Security Withdrawal	07/31/2020	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Subtotal			43,500,000.00				43,500,000.00	0.00	43,500,000.00	0.00
TOTAL DISPOSITIONS			52,514,869.66				52,571,621.77	132,549.83	52,704,171.60	150,761.36
OTHER TRANSACTIONS										
Interest	07/05/2020	3135G0S38	4,000,000.00	FNMA Note 2% Due 1/5/2022	0.000		40,000.00	0.00	40,000.00	0.00
Interest	07/07/2020	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		33,716.04	0.00	33,716.04	0.00
Interest	07/11/2020	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.000		40,300.00	0.00	40,300.00	0.00
Interest	07/14/2020	02665WC18	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.000		16,042.50	0.00	16,042.50	0.00
Interest	07/14/2020	3130A8Q55	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	0.000		16,312.50	0.00	16,312.50	0.00
Interest	07/15/2020	48128BAB7	3,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.000		48,295.00	0.00	48,295.00	0.00

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OTHER TRANSACTIONS										
Interest	07/18/2020	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.000		42,500.00	0.00	42,500.00	0.00
Interest	07/19/2020	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.000		65,312.50	0.00	65,312.50	0.00
Interest	07/19/2020	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.000		33,425.00	0.00	33,425.00	0.00
Interest	07/21/2020	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.000		42,486.25	0.00	42,486.25	0.00
Interest	07/25/2020	45950KCM0	1,685,000.00	International Finance Corp Note 2.25% Due 1/25/2021	0.000		18,956.25	0.00	18,956.25	0.00
Interest	07/25/2020	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.000		29,812.50	0.00	29,812.50	0.00
Interest	07/28/2020	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.000		37,362.50	0.00	37,362.50	0.00
Subtotal			40,940,000.00				464,521.04	0.00	464,521.04	0.00
Dividend	07/02/2020	60934N807	672,701.04	Federated Investors Govt Oblig Fund Inst.	0.000		8.83	0.00	8.83	0.00
Dividend	07/15/2020	90LAIF500	2,922,918,010.45	Local Agency Investment Fund State Pool	0.000		117,287.87	0.00	117,287.87	0.00
Subtotal			2,923,590,711.49				117,296.70	0.00	117,296.70	0.00
TOTAL OTHER TRANSACTIONS			2,964,530,711.49				581,817.74	0.00	581,817.74	0.00

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/03/2020	02/06/2017 02/09/2017 2,545,000.00	2,556,986.95 0.00 0.00 2,556,986.95	9,430.64 0.00 14,308.56 4,877.92	0.00 0.00 0.00 4,877.92	4,877.92
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	14,883.88 16,042.50 1,515.13 2,673.75	0.00 0.00 0.00 2,673.75	2,673.75
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 2,260,000.00	2,258,146.80 0.00 0.00 2,258,146.80	18,433.13 0.00 25,260.21 6,827.08	0.00 0.00 0.00 6,827.08	6,827.08
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/28/2018 11/30/2018 2,215,000.00	2,112,644.85 0.00 0.00 2,112,644.85	8,564.67 0.00 12,994.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 3,250,000.00	3,273,420.00 0.00 0.00 3,273,420.00	37,176.39 0.00 46,790.98 9,614.59	0.00 0.00 0.00 9,614.59	9,614.59
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 3,254,000.00	3,339,580.20 0.00 0.00 3,339,580.20	43,657.83 0.00 53,013.08 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	11/26/2018 11/28/2018 2,500,000.00	2,425,225.00 0.00 0.00 2,425,225.00	20,243.06 0.00 25,972.22 5,729.16	0.00 0.00 0.00 5,729.16	5,729.16
13063DRK6	California St Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	20,310.00 0.00 27,080.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	8,207.57 0.00 12,853.36 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 06/24/2023	Various Various 3,000,000.00	2,982,300.00 0.00 0.00	1,861.41 0.00 9,838.92 7,977.51	0.00 0.00 0.00 7,977.51	7,977.51
24422ESL4	John Deere Capital Corp Note 2.8% Due 03/04/2021	05/24/2017 05/30/2017 1,850,000.00	1,895,010.50 0.00 0.00	16,835.00 0.00 21,151.67 4,316.67	0.00 0.00 0.00 4,316.67	4,316.67
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 1,500,000.00	1,454,530.00 0.00 0.00	13,416.66 0.00 16,916.67 3,500.01	0.00 0.00 0.00 3,500.01	3,500.01
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 03/01/2021	Various Various 2,700,000.00	2,730,414.55 0.00 0.00	19,998.00 0.00 24,997.50 4,999.50	0.00 0.00 0.00 4,999.50	4,999.50
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00	7,546.88 0.00 17,390.63 9,843.75	0.00 0.00 0.00 9,843.75	9,843.75
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	03/28/2019 03/29/2019 1,000,000.00	1,045,410.00 0.00 0.00	10,201.39 0.00 12,909.72 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00	7,467.02 0.00 20,644.10 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00	34,500.00 0.00 44,083.33 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	02/17/2016 02/18/2016 3,070,000.00	3,406,183.20 0.00 348,586.00 3,057,597.20	17,373.13 1,898.26 19,112.88 3,638.01	0.00 0.00 0.00 3,638.01	3,638.01

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A8Q55	FHLB Note 1.125% Due 07/14/2021	10/04/2016 10/06/2016 2,900,000.00	2,873,204.00 0.00 0.00 2,873,204.00	15,134.38 16,312.50 1,540.63 2,718.75	0.00 0.00 0.00 2,718.75	2,718.75
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	29,819.44 0.00 37,736.11 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AF5B9	FHLB Note 3% Due 10/12/2021	11/29/2018 11/30/2018 2,500,000.00	2,506,300.00 0.00 0.00 2,506,300.00	16,458.33 0.00 22,708.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
313379R87	FHLB Note 1.875% Due 06/11/2021	08/30/2017 08/31/2017 2,500,000.00	2,518,850.00 0.00 0.00 2,518,850.00	2,604.17 0.00 6,510.42 3,906.25	0.00 0.00 0.00 3,906.25	3,906.25
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	6,130.03 0.00 8,874.83 2,744.80	0.00 0.00 0.00 2,744.80	2,744.80
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 5,735,000.00	5,717,737.65 0.00 0.00 5,717,737.65	1,553.23 0.00 2,748.02 1,194.79	0.00 0.00 0.00 1,194.79	1,194.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	06/17/2020 06/19/2020 3,310,000.00	3,303,148.30 0.00 0.00 3,303,148.30	551.67 0.00 1,930.83 1,379.16	0.00 0.00 0.00 1,379.16	1,379.16
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 4,755,000.00	0.00 4,744,776.75 0.00 4,744,776.75	0.00 0.00 693.44 693.44	0.00 0.00 0.00 693.44	693.44
3135G01J0	FNMA Note 1.375% Due 02/26/2021	Various Various 4,050,000.00	4,034,893.60 0.00 0.00 4,034,893.60	19,335.93 0.00 23,976.56 4,640.63	0.00 0.00 0.00 4,640.63	4,640.63

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3135G0K69	FNMA Note 1.25% Due 05/06/2021	06/29/2016 06/30/2016 3,300,000.00	3,311,220.00 0.00 0.00 3,311,220.00	6,302.08 0.00 9,739.58 3,437.50	0.00 0.00 0.00 3,437.50	3,437.50
3135G0N82	FNMA Note 1.25% Due 08/17/2021	Various Various 4,100,000.00	4,086,725.40 0.00 0.00 4,086,725.40	19,076.39 0.00 23,347.22 4,270.83	0.00 0.00 0.00 4,270.83	4,270.83
3135G0Q89	FNMA Note 1.375% Due 10/07/2021	Various Various 3,925,000.00	3,873,275.45 0.00 0.00 3,873,275.45	12,592.71 0.00 17,090.11 4,497.40	0.00 0.00 0.00 4,497.40	4,497.40
3135G0S38	FNMA Note 2% Due 01/05/2022	01/11/2017 01/12/2017 4,000,000.00	3,996,900.00 0.00 0.00 3,996,900.00	39,111.11 40,000.00 5,777.78 6,666.67	0.00 0.00 0.00 6,666.67	6,666.67
3135G0T45	FNMA Note 1.875% Due 04/05/2022	06/19/2017 06/20/2017 4,650,000.00	4,649,297.85 0.00 0.00 4,649,297.85	20,828.13 0.00 28,093.75 7,265.62	0.00 0.00 0.00 7,265.62	7,265.62
3135G0T94	FNMA Note 2.375% Due 01/19/2023	04/11/2018 04/12/2018 5,500,000.00	5,418,930.00 0.00 0.00 5,418,930.00	58,781.25 65,312.50 4,354.17 10,885.42	0.00 0.00 0.00 10,885.42	10,885.42
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 4,080,000.00	4,143,283.20 0.00 0.00 4,143,283.20	13,996.67 0.00 19,521.66 5,524.99	0.00 0.00 0.00 5,524.99	5,524.99
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	32,573.13 33,716.04 4,571.67 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50

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3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00	11,328.63 11,328.63 11,328.63	0.00 0.00 0.00	11,328.63
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00	2,204.38 11,021.88 2,204.38	0.00 0.00 0.00	11,021.88
3137BDDC7	FHLMC K716 A2 3.13% Due 06/25/2021	09/12/2017 09/14/2017 1,220,450.18	1,272,749.71 0.00 2,242.00	637.79 3,188.96 636.67	0.00 0.00 0.00	3,187.84
3137BFDQ1	FHLMC K717 A2 2.991% Due 09/25/2021	01/04/2018 01/09/2018 2,099,849.19	2,124,642.56 0.00 3,158.00	5,241.67 5,241.67 5,233.87	0.00 0.00 0.00	5,233.87
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 4,000,000.00	4,140,475.70 0.00 0.00	10,300.00 10,300.00 10,300.00	0.00 0.00 0.00	10,300.00
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,885,145.84	3,916,530.76 0.00 3,612.20	9,413.97 9,413.97 9,405.29	0.00 0.00 0.00	9,405.29
3137EAE C9	FHLMC Note 1.125% Due 08/12/2021	Various Various 4,125,000.00	4,090,903.75 0.00 0.00	17,917.97 0.00 21,785.16	0.00 0.00 0.00	3,867.19
3137EAE N5	FHLMC Note 2.75% Due 06/19/2023	Various Various 4,550,000.00	4,527,967.50 0.00 0.00	4,170.84 0.00 14,597.91	0.00 0.00 0.00	10,427.07
3137EAE P0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00	37,532.29 0.00 45,751.04	0.00 0.00 0.00	8,218.75

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3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 5,790,000.00	5,787,568.20 0.00 0.00 5,787,568.20	3,256.88 0.00 5,066.25 1,809.37	0.00 0.00 0.00 1,809.37	1,809.37
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	07/21/2020 07/23/2020 3,540,000.00	0.00 3,522,370.80 0.00 3,522,370.80	0.00 0.00 295.00 295.00	0.00 0.00 0.00 295.00	295.00
369550BE7	General Dynamics Corp Note 3% Due 05/11/2021	Various Various 2,970,000.00	2,949,150.50 0.00 0.00 2,949,150.50	12,375.00 0.00 19,800.00 7,425.00	0.00 0.00 0.00 7,425.00	7,425.00
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 1,200,000.00	1,228,680.00 0.00 0.00 1,228,680.00	4,320.00 0.00 7,920.00 3,600.00	0.00 0.00 0.00 3,600.00	3,600.00
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 05/18/2024	Various Various 2,750,000.00	2,887,177.50 0.00 0.00 2,887,177.50	12,974.65 0.00 22,026.73 9,052.08	0.00 0.00 0.00 9,052.08	9,052.08
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 08/16/2021	04/27/2018 04/30/2018 387,275.84	487,727.63 0.00 106,472.71 381,254.92	369.92 693.60 289.17 612.85	0.00 0.00 0.00 612.85	612.85
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 980,000.00	979,922.87 0.00 0.00 979,922.87	357.16 669.67 357.16 669.67	0.00 0.00 0.00 669.67	669.67
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 1,496,265.51	1,624,124.57 0.00 128,064.35 1,496,060.22	1,331.06 3,993.19 1,226.11 3,888.24	0.00 0.00 0.00 3,888.24	3,888.24
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 2,030,000.00	2,029,983.15 0.00 0.00 2,029,983.15	1,605.96 3,011.17 1,605.96 3,011.17	0.00 0.00 0.00 3,011.17	3,011.17

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44932HAC7	IBM Credit Corp Note 2.2% Due 09/08/2022	11/29/2017 12/01/2017 2,955,000.00	2,905,001.40 0.00 0.00 2,905,001.40	20,405.92 0.00 25,823.42 5,417.50	0.00 0.00 0.00 5,417.50	5,417.50
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	11/03/2017 11/07/2017 4,000,000.00	4,008,600.00 0.00 0.00 4,008,600.00	38,486.11 42,500.00 3,069.44 7,083.33	0.00 0.00 0.00 7,083.33	7,083.33
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	Various Various 3,600,000.00	3,512,573.00 0.00 0.00 3,512,573.00	18,725.00 0.00 23,975.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	11/03/2017 11/07/2017 600,000.00	3,972,680.00 0.00 3,376,778.00 595,902.00	21,125.00 21,345.77 3,981.25 4,202.02	0.00 0.00 0.00 4,202.02	4,202.02
45950KCM0	International Finance Corp Note 2.25% Due 01/25/2021	01/18/2018 01/25/2018 1,685,000.00	1,680,046.10 0.00 0.00 1,680,046.10	16,428.75 18,956.25 631.88 3,159.38	0.00 0.00 0.00 3,159.38	3,159.38
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 1,010,000.00	1,009,785.58 0.00 0.00 1,009,785.58	992.04 1,860.08 992.04 1,860.08	0.00 0.00 0.00 1,860.08	1,860.08
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 740,000.00	0.00 739,887.22 0.00 739,887.22	0.00 0.00 94.35 94.35	0.00 0.00 0.00 94.35	94.35
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	07/11/2017 07/18/2017 41,176.32	53,740.69 0.00 12,567.39 41,173.30	43.47 81.51 33.31 71.35	0.00 0.00 0.00 71.35	71.35
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 04/18/2022	02/21/2018 02/28/2018 305,771.95	340,974.00 0.00 35,224.02 305,749.98	403.14 755.88 361.49 714.23	0.00 0.00 0.00 714.23	714.23

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47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	07/18/2018 07/25/2018 1,721,483.13	1,827,595.59 0.00 106,242.95 1,721,352.64	2,501.96 4,691.18 2,356.52 4,545.74	0.00 0.00 0.00 4,545.74	4,545.74
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 2,500,000.00	2,552,050.78 0.00 0.00 2,552,050.78	3,233.33 6,062.50 3,233.33 6,062.50	0.00 0.00 0.00 6,062.50	6,062.50
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 2,065,000.00	1,579,903.46 489,546.88 0.00 2,069,450.34	772.44 1,552.07 1,009.55 1,789.18	0.00 0.00 0.00 1,789.18	1,789.18
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 01/15/2023	Various Various 3,250,000.00	3,228,657.50 0.00 0.00 3,228,657.50	44,538.73 48,295.00 4,292.89 8,049.16	0.00 0.00 0.00 8,049.16	8,049.16
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 1,050,000.00	1,049,861.61 0.00 0.00 1,049,861.61	858.67 1,610.00 858.67 1,610.00	0.00 0.00 0.00 1,610.00	1,610.00
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/03/2020	10/29/2015 11/03/2015 1,035,000.00	1,034,172.00 0.00 0.00 1,034,172.00	3,335.00 0.00 5,060.00 1,725.00	0.00 0.00 0.00 1,725.00	1,725.00
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 08/08/2021	Various 08/08/2016 1,875,000.00	1,872,774.45 0.00 0.00 1,872,774.45	11,544.28 0.00 13,966.15 2,421.87	0.00 0.00 0.00 2,421.87	2,421.87
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 08/16/2021	12/27/2017 12/29/2017 59,713.32	100,801.18 0.00 41,468.06 59,333.12	73.55 147.10 43.29 116.84	0.00 0.00 0.00 116.84	116.84
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 2,170,000.00	2,169,885.42 0.00 0.00 2,169,885.42	1,861.38 3,490.08 1,861.38 3,490.08	0.00 0.00 0.00 3,490.08	3,490.08

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68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	Various Various 3,325,000.00	3,255,728.25 0.00 0.00	18,601.52 0.00 23,866.11 5,264.59	0.00 0.00 0.00 5,264.59	5,264.59
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	07/25/2017 07/28/2017 3,050,000.00	3,049,725.50 0.00 0.00	31,758.13 37,362.50 622.71 6,227.08	0.00 0.00 0.00 6,227.08	6,227.08
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 2,300,000.00	2,299,057.00 0.00 0.00	30,845.56 0.00 37,362.22 6,516.66	0.00 0.00 0.00 6,516.66	6,516.66
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00	5,807.39 0.00 7,088.43 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00	13,500.00 0.00 20,250.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	Various Various 2,250,000.00	2,273,392.50 0.00 0.00	25,837.50 29,812.50 993.75 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	Various Various 2,075,000.00	2,067,408.60 0.00 0.00	4,720.63 0.00 8,092.50 3,371.87	0.00 0.00 0.00 3,371.87	3,371.87
89114QC48	Toronto Dominion Bank Note 3.5% Due 07/19/2023	07/27/2018 07/31/2018 1,910,000.00	1,904,461.00 0.00 0.00	30,082.50 33,425.00 2,228.33 5,570.83	0.00 0.00 0.00 5,570.83	5,570.83
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00	12,611.81 0.00 16,051.39 3,439.58	0.00 0.00 0.00 3,439.58	3,439.58

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89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 01/11/2022	Various Various 3,100,000.00	3,038,938.00 0.00 0.00	38,061.11 40,300.00 4,477.78 6,716.67	0.00 0.00 0.00 6,716.67	6,716.67
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 09/15/2022	07/25/2019 07/29/2019 2,327,133.23	2,563,081.81 0.00 211,313.69 2,351,768.12	3,336.56 6,256.04 3,061.47 5,980.95	0.00 0.00 0.00 5,980.95	5,980.95
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	37,765.56 42,486.25 2,360.35 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	15,163.04 0.00 22,744.57 7,581.53	0.00 0.00 0.00 7,581.53	7,581.53
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	51,751.37 0.00 63,461.54 11,710.17	0.00 0.00 0.00 11,710.17	11,710.17
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	44,694.37 0.00 54,807.69 10,113.32	0.00 0.00 0.00 10,113.32	10,113.32
912828J43	US Treasury Note 1.75% Due 02/28/2022	03/13/2017 03/15/2017 4,350,000.00	4,271,340.74 0.00 0.00 4,271,340.74	25,443.95 0.00 31,856.66 6,412.71	0.00 0.00 0.00 6,412.71	6,412.71
912828L24	US Treasury Note 1.875% Due 08/31/2022	10/17/2017 10/18/2017 4,500,000.00	4,478,906.25 0.00 0.00 4,478,906.25	28,201.43 0.00 35,309.10 7,107.67	0.00 0.00 0.00 7,107.67	7,107.67
912828N30	US Treasury Note 2.125% Due 12/31/2022	01/25/2018 01/26/2018 4,800,000.00	4,725,375.00 0.00 0.00 4,725,375.00	277.17 0.00 8,869.57 8,592.40	0.00 0.00 0.00 8,592.40	8,592.40

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912828T34	US Treasury Note Due 09/30/2021	11/09/2016 11/10/2016 0.00	4,055,243.31 0.00 4,055,243.31 0.00	11,664.96 12,806.10 0.00 1,141.14	0.00 0.00 0.00 1,141.14	1,141.14
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 5,000,000.00	4,909,960.94 0.00 0.00 4,909,960.94	13,688.86 0.00 20,533.29 6,844.43	0.00 0.00 0.00 6,844.43	6,844.43
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	275.14 0.00 8,804.35 8,529.21	0.00 0.00 0.00 8,529.21	8,529.21
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	16,173.92 0.00 24,260.86 8,086.94	0.00 0.00 0.00 8,086.94	8,086.94
912828XG0	US Treasury Note 2.125% Due 06/30/2022	08/15/2017 08/17/2017 4,000,000.00	4,056,732.15 0.00 0.00 4,056,732.15	230.98 0.00 7,391.30 7,160.32	0.00 0.00 0.00 7,160.32	7,160.32
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	266.30 0.00 8,521.74 8,255.44	0.00 0.00 0.00 8,255.44	8,255.44
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	26,321.33 0.00 32,955.16 6,633.83	0.00 0.00 0.00 6,633.83	6,633.83
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,390,000.00	1,389,892.83 0.00 0.00 1,389,892.83	823.96 2,247.17 823.96 2,247.17	0.00 0.00 0.00 2,247.17	2,247.17
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	05/08/2019 05/13/2019 2,000,000.00	2,056,900.00 0.00 0.00 2,056,900.00	944.44 0.00 6,611.11 5,666.67	0.00 0.00 0.00 5,666.67	5,666.67

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Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin	Book Value: Acq	Book Value: Disp	Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			298,719,967.37	9,496,581.65	8,430,972.68	299,785,576.34	1,416,180.24	0.00	
				596,730.02			596,730.02	0.00	
				1,352,636.47			1,352,636.47	0.00	
Total Fixed Income		298,366,264.51					533,186.25	533,186.25	533,186.25

CASH & EQUIVALENT

60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 354,592.28	672,701.04	171,778.97	489,887.73	354,592.28	0.00	0.00	8.83
			171,778.97	489,887.73	354,592.28	0.00	8.83	0.00	8.83
Total Cash & Equivalent		354,592.28					8.83	8.83	8.83

LOCAL AGENCY INVESTMENT FUND

90LAIF\$00	Local Agency Investment Fund State Pool	04/08/2020 04/08/2020 29,890,610.22	47,373,322.35	26,017,287.87	43,500,000.00	29,890,610.22	109,609.15	0.00	35,206.82
			117,287.87	27,528.10	35,206.82	0.00	117,287.87	0.00	0.00
			109,609.15	27,528.10	35,206.82	0.00	27,528.10	35,206.82	0.00
Total Local Agency Investment Fund		29,890,610.22					35,206.82	35,206.82	35,206.82

			346,765,990.76	1,525,789.39	714,026.72	1,525,789.39	0.00	0.00	
			35,685,648.49	714,026.72	1,380,164.57	1,380,164.57	0.00	0.00	
			52,420,860.41	1,380,164.57	568,401.90	568,401.90	0.00	0.00	
TOTAL PORTFOLIO		328,611,467.01					568,401.90	568,401.90	568,401.90

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/08/2020	Interest	594918BP8	1,875,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	0.00	14,531.25	14,531.25
08/09/2020	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2020	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
08/12/2020	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	48,764.58	48,764.58
08/12/2020	Interest	3137EAECE9	4,125,000.00	FHLMC Note 1.125% Due 8/12/2021	0.00	23,203.13	23,203.13
08/15/2020	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2020	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2020	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,622.68	1,860.08	25,482.76
08/15/2020	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	84,214.83	5,740.26	89,955.09
08/15/2020	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,411.71	542.19	27,953.90
08/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,090.63	669.67	20,760.30
08/15/2020	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,555.03	62.45	4,617.48
08/15/2020	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	57,563.34	4,418.47	61,981.81
08/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	64,732.28	6,062.50	70,794.78
08/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
08/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	112,265.61	3,011.17	115,276.78

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08/15/2020	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,615.08	677.79	14,292.87
08/15/2020	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,425.07	1,892.91	41,317.98
08/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	42,861.81	3,490.08	46,351.89
08/16/2020	Paydown	65474AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,544.42	86.58	4,631.00
08/17/2020	Interest	3135G0N82	4,100,000.00	FNMA Note 1.25% Due 8/17/2021	0.00	25,625.00	25,625.00
08/18/2020	Interest	3130A7CV5	3,070,000.00	FHLB Note 1.375% Due 2/18/2021	0.00	21,106.25	21,106.25
08/19/2020	Interest	31378DDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96
08/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,714.56	2,247.17	30,961.73
08/21/2020	Paydown	31378FDO1	0.00	FHLMC K717 A2 2.991% Due 9/25/2021	3,125.79	5,241.67	8,367.46
08/21/2020	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	187,973.16	3,678.32	191,651.48
08/21/2020	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/21/2020	Paydown	31378DDC7	0.00	FHLMC K716 A2 3.13% Due 6/25/2021	2,153.67	3,188.96	5,342.63
08/21/2020	Paydown	31378M6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
08/21/2020	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	3,586.56	9,413.97	13,000.53
08/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2020	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
08/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/25/2020	Paydown	3137BFDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
08/26/2020	Interest	3135G0I20	4,050,000.00	FNMA Note 1.375% Due 2/26/2021	0.00	27,843.75	27,843.75
08/31/2020	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2020	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
08/31/2020	Interest	912828J43	4,350,000.00	US Treasury Note 1.75% Due 2/28/2022	0.00	38,062.50	38,062.50
AUG 2020					720,456.23	646,285.70	1,366,741.93
09/01/2020	Interest	30231GAV4	2,700,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.00	29,997.00	29,997.00
09/04/2020	Interest	24422ESL4	1,850,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	0.00	25,900.00	25,900.00
09/04/2020	Maturity	459058GA5	600,000.00	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	600,000.00	4,875.00	604,875.00
09/05/2020	Interest	06051GHH9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
09/06/2020	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
09/08/2020	Interest	44932HAC7	2,955,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.00	32,505.00	32,505.00
09/08/2020	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2020	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2020	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50

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09/13/2020	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2020	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
09/15/2020	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
09/15/2020	Interest	68389XBK0	3,325,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	31,587.50	31,587.50
09/15/2020	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,641.74	647.61	14,289.35
09/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	64,885.48	5,905.52	70,791.00
09/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	42,958.24	3,421.15	46,379.39
09/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,104.36	655.94	20,760.30
09/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	109,583.28	2,844.64	112,427.92
09/15/2020	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,298.77	55.54	4,354.31
09/15/2020	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	57,841.55	4,270.73	62,112.28
09/15/2020	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,533.48	1,856.78	41,390.26
09/15/2020	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,450.09	503.81	27,953.90
09/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
09/15/2020	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	84,621.86	5,532.53	90,154.39
09/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,671.89	1,816.58	25,488.47
09/15/2020	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	555.62	555.62

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/16/2020	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,552.52	79.99	4,632.51
09/19/2020	Interest	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96
09/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,779.18	2,200.74	30,979.92
09/21/2020	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	177,845.07	3,216.22	181,061.29
09/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2020	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
09/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
09/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2020	Paydown	3137BFDO1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
09/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
SEP 2020					1,299,767.51	505,509.02	1,805,276.53
10/01/2020	Interest	13063DRK6	3,385,000.00	California St Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/05/2020	Interest	3135G0T45	4,650,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	43,593.75	43,593.75
10/07/2020	Interest	3135G0Q89	3,925,000.00	FNMA Note 1.375% Due 10/7/2021	0.00	26,984.38	26,984.38
10/10/2020	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/12/2020	Interest	3130AF5B9	2,500,000.00	FHLB Note 3% Due 10/12/2021	0.00	37,500.00	37,500.00
10/15/2020	Dividend	90LAIIF\$00	1,072,849,598.77	Local Agency Investment Fund State Pool	0.00	27,707.24	27,707.24

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2020	Interest	3135G0W66	4,080,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	33,150.00	33,150.00
10/15/2020	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,488.52	465.38	27,953.90
10/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
10/15/2020	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	85,030.87	5,323.80	90,354.67
10/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,721.21	1,772.98	25,494.19
10/15/2020	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
10/15/2020	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,642.21	1,820.53	41,462.74
10/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,118.10	642.20	20,760.30
10/15/2020	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,041.98	49.02	4,091.00
10/15/2020	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	58,121.12	4,122.27	62,243.39
10/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	106,894.44	2,682.09	109,576.53
10/15/2020	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,668.45	617.38	14,285.83
10/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,039.04	5,748.18	70,787.22
10/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	43,054.90	3,352.06	46,406.96
10/16/2020	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,560.63	73.39	4,634.02
10/19/2020	Interest	31378DDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96
10/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,843.92	2,154.22	30,998.14

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/21/2020	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	167,679.47	2,779.02	170,458.49
10/22/2020	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,285.76	16,285.76
10/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
10/25/2020	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
10/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
10/25/2020	Paydown	3137BFDD1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
10/31/2020	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2020	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
10/31/2020	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
OCT 2020					687,904.86	492,976.77	1,180,881.63
11/01/2020	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/03/2020	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/03/2020	Maturity	00440EAT4	2,545,000.00	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	29,267.50	2,574,267.50
11/03/2020	Maturity	594918BG8	1,035,000.00	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10,350.00	1,045,350.00
11/05/2020	Interest	3137EAER6	5,790,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	10,735.63	10,735.63

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11/06/2020	Interest	3135G0K69	3,300,000.00	FNMA Note 1.25% Due 5/6/2021	0.00	20,625.00	20,625.00
11/08/2020	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/11/2020	Interest	369550BE7	2,970,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.00	44,550.00	44,550.00
11/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,770.62	1,729.30	25,499.92
11/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,192.96	5,590.46	70,783.42
11/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	104,199.07	2,523.53	106,722.60
11/15/2020	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	85,441.85	5,114.06	90,555.91
11/15/2020	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,527.00	426.90	27,953.90
11/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,131.85	628.45	20,760.30
11/15/2020	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,784.66	42.89	3,827.55
11/15/2020	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	58,402.04	3,973.09	62,375.13
11/15/2020	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,751.21	1,784.20	41,535.41
11/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
11/15/2020	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
11/15/2020	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,695.22	587.08	14,282.30
11/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,151.78	3,282.81	46,434.59
11/16/2020	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,568.76	66.78	4,635.54

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11/18/2020	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
11/19/2020	Interest	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96
11/19/2020	Interest	857477AV5	2,075,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	20,231.25	20,231.25
11/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,908.82	2,107.59	31,016.41
11/21/2020	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	157,476.24	2,366.80	159,843.04
11/22/2020	Interest	3135G04Q3	5,735,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	7,168.75	7,168.75
11/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
11/25/2020	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2020	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
11/25/2020	Interest	3137BYPQ7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
11/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/25/2020	Paydown	3137BFDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
NOV 2020					4,256,002.08	404,964.94	4,660,967.02
12/08/2020	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/11/2020	Interest	313379RB7	2,500,000.00	FHLB Note 1.875% Due 6/11/2021	0.00	23,437.50	23,437.50
12/14/2020	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51

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12/15/2020	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	85,854.82	4,903.30	90,758.12
12/15/2020	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,820.14	1,685.52	25,505.66
12/15/2020	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,347.26	5,432.36	70,779.62
12/15/2020	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,565.54	388.36	27,953.90
12/15/2020	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,145.60	614.70	20,760.30
12/15/2020	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,526.81	37.15	3,563.96
12/15/2020	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	58,684.32	3,823.19	62,507.51
12/15/2020	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
12/15/2020	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	101,497.15	2,368.97	103,866.12
12/15/2020	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
12/15/2020	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,722.04	556.72	14,278.76
12/15/2020	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,860.53	1,747.76	41,608.29
12/15/2020	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,248.87	3,213.41	46,462.28
12/16/2020	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,576.90	60.16	4,637.06
12/17/2020	Interest	3135G04Z3	3,310,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	8,183.06	8,183.06
12/19/2020	Interest	3137EAFN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/19/2020	Interest	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96

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12/20/2020	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	28,973.87	2,060.85	31,034.72
12/21/2020	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	147,235.23	1,979.68	149,214.91
12/24/2020	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
12/25/2020	Interest	313785JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2020	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2020	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
12/25/2020	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
12/25/2020	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/25/2020	Paydown	3137BFDO1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
12/26/2020	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
12/31/2020	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2020	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
12/31/2020	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
12/31/2020	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
DEC 2020					664,059.08	597,115.82	1,261,174.90
01/05/2021	Interest	3135G0S38	4,000,000.00	FNMA Note 2% Due 1/5/2022	0.00	40,000.00	40,000.00
01/07/2021	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50

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01/10/2021	Interest	3135G05G4	4,755,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	5,943.75	5,943.75
01/11/2021	Interest	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.00	40,300.00	40,300.00
01/14/2021	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/14/2021	Interest	3130A8QS5	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	0.00	16,312.50	16,312.50
01/15/2021	Interest	48128BAB7	3,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	48,295.00	48,295.00
01/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	86,269.79	4,691.52	90,961.31
01/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	98,788.68	2,218.41	101,007.09
01/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
01/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,748.92	526.30	14,275.22
01/15/2021	Paydown	47787OAC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,869.77	1,641.65	25,511.42
01/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,501.91	5,273.90	70,775.81
01/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,604.13	349.77	27,953.90
01/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,268.43	31.80	3,300.23
01/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	58,967.96	3,672.57	62,640.53
01/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
01/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,346.18	3,143.85	46,490.03
01/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,159.37	600.93	20,760.30

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01/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	39,970.15	1,711.22	41,681.37
01/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,585.06	53.52	4,638.58
01/18/2021	Interest	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.00	42,500.00	42,500.00
01/19/2021	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/19/2021	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/19/2021	Interest	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	0.00	3,188.96	3,188.96
01/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,039.06	2,014.01	31,053.07
01/21/2021	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2021	Interest	3137EAEU9	3,540,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	6,563.75	6,563.75
01/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	136,956.34	1,617.72	138,574.06
01/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
01/25/2021	Interest	3137BYPQ7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
01/25/2021	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
01/25/2021	Maturity	45950KCM0	1,685,000.00	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	18,956.25	1,703,956.25
01/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50

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01/25/2021	Paydown	31378FDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	0.00	5,233.87	5,233.87
01/28/2021	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
JAN 2021					2,337,075.75	566,092.79	2,903,168.54
02/08/2021	Interest	594918BP8	1,875,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	0.00	14,531.25	14,531.25
02/09/2021	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
02/11/2021	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
02/12/2021	Interest	3137EAE9	4,125,000.00	FHLMC Note 1.125% Due 8/12/2021	0.00	23,203.13	23,203.13
02/12/2021	Interest	3137EAE9	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2021	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2021	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2021	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,656.93	5,115.06	70,771.99
02/15/2021	Paydown	47787OAC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,919.50	1,597.69	25,517.19
02/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
02/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	86,686.76	4,478.72	91,165.48
02/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,642.78	311.12	27,953.90
02/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2021	Paydown	65479AD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,443.71	3,074.13	46,517.84
02/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,173.15	587.15	20,760.30
02/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	96,073.63	2,071.88	98,145.51
02/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,009.51	26.85	3,036.36
02/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,775.83	495.83	14,271.66
02/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	59,252.97	3,521.22	62,774.19
02/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,080.07	1,674.58	41,754.65
02/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,593.23	46.87	4,640.10
02/17/2021	Interest	3135G0N82	4,100,000.00	FNMA Note 1.25% Due 8/17/2021	0.00	25,625.00	25,625.00
02/18/2021	Maturity	3130A7CV5	3,070,000.00	FHLB Note 1.375% Due 2/18/2021	3,070,000.00	21,106.25	3,091,106.25
02/19/2021	Paydown	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	78,531.92	3,188.96	81,720.88
02/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,104.40	1,967.06	31,071.46
02/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	126,639.44	1,281.04	127,920.48
02/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2021	Interest	3137BYPQ7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
02/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00

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02/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
02/25/2021	Paydown	3137BFDDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	259,558.49	5,233.87	264,792.36
02/26/2021	Maturity	3135G0J20	4,050,000.00	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	27,843.75	4,077,843.75
02/28/2021	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
02/28/2021	Interest	912828J43	4,350,000.00	US Treasury Note 1.75% Due 2/28/2022	0.00	38,062.50	38,062.50
02/28/2021	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
FEB 2021					8,098,142.32	599,484.45	8,697,626.77
03/01/2021	Maturity	30231GAV4	2,700,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	29,997.00	2,729,997.00
03/04/2021	Maturity	24422ESL4	1,850,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	25,900.00	1,875,900.00
03/05/2021	Interest	06051GHH9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
03/06/2021	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
03/08/2021	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2021	Interest	3130A3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/08/2021	Interest	44932HAC7	2,955,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.00	32,505.00	32,505.00
03/11/2021	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2021	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2021	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00

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03/15/2021	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
03/15/2021	Interest	68389XBK0	3,325,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	31,587.50	31,587.50
03/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	93,352.01	1,929.37	95,281.38
03/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,750.07	22.28	2,772.35
03/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,802.81	465.29	14,268.10
03/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	59,539.36	3,369.13	62,908.49
03/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,812.32	4,955.84	70,768.16
03/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,541.46	3,004.26	46,545.72
03/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,186.93	573.37	20,760.30
03/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,969.33	1,553.64	25,522.97
03/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,190.29	1,637.84	41,828.13
03/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,681.48	272.42	27,953.90
03/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
03/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
03/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	87,105.74	4,264.90	91,370.64
03/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,601.42	40.21	4,641.63
03/19/2021	Paydown	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	271,145.30	2,984.12	274,129.42

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03/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,169.88	1,920.01	31,089.89
03/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	116,284.40	969.72	117,254.12
03/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
03/25/2021	Interest	3137BY PQ7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
03/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
03/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
03/25/2021	Paydown	3137BFDD1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	260,388.21	4,586.92	264,975.13
MAR 2021					5,709,521.01	491,511.61	6,201,032.62
04/01/2021	Interest	13063DRK6	3,385,000.00	California St Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/05/2021	Interest	3135G0T45	4,650,000.00	FNMA Note 1.875% Due 4/5/2022	0.00	43,593.75	43,593.75
04/07/2021	Interest	3135G0Q89	3,925,000.00	FNMA Note 1.375% Due 10/7/2021	0.00	26,984.38	26,984.38
04/10/2021	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/12/2021	Interest	3130AF5B9	2,500,000.00	FHLB Note 3% Due 10/12/2021	0.00	37,500.00	37,500.00
04/15/2021	Interest	3135G0W66	4,080,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	33,150.00	33,150.00
04/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,720.23	233.67	27,953.90
04/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50

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04/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
04/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	43,639.43	2,934.23	46,573.66
04/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	87,526.75	4,050.04	91,576.79
04/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	90,623.78	1,790.90	92,414.68
04/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,829.85	434.69	14,264.54
04/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,968.08	4,796.24	70,764.32
04/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,200.73	559.57	20,760.30
04/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,490.09	18.11	2,508.20
04/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	59,827.13	3,216.32	63,043.45
04/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,300.81	1,601.00	41,901.81
04/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	24,019.27	1,509.49	25,528.76
04/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,609.62	33.54	4,643.16
04/19/2021	Paydown	31378DDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	64,288.14	2,276.88	66,565.02
04/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,235.52	1,872.85	31,108.37
04/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	105,891.11	683.85	106,574.96
04/22/2021	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/25/2021	Interest	3137BYPQ7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29

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04/25/2021	Interest	31378M6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
04/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
04/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
04/25/2021	Paydown	3137BFDD1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	261,220.58	3,937.90	265,158.48
04/30/2021	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2021	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2021	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
APR 2021					941,391.12	455,376.45	1,396,767.57
05/01/2021	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/03/2021	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
05/05/2021	Interest	3137EAER6	5,790,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	10,856.25	10,856.25
05/06/2021	Maturity	3135G0K69	3,300,000.00	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	20,625.00	3,320,625.00
05/08/2021	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/11/2021	Maturity	369550BE7	2,970,000.00	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	44,550.00	3,014,550.00
05/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	24,069.31	1,465.26	25,534.57
05/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,124.20	4,636.27	70,760.47

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05/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,214.53	545.77	20,760.30
05/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,411.64	1,564.06	41,975.70
05/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	43,737.61	2,864.05	46,601.66
05/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,759.04	194.86	27,953.90
05/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,229.58	14.33	2,243.91
05/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	60,116.30	3,062.76	63,179.06
05/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	0.00	1,610.00	1,610.00
05/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	87,888.94	1,656.47	89,545.41
05/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
05/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,856.93	404.04	14,260.97
05/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	87,949.80	3,834.14	91,783.94
05/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,617.83	26.86	4,644.69
05/18/2021	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
05/19/2021	Maturity	857477AV5	2,075,000.00	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	20,231.25	2,095,231.25
05/19/2021	Paydown	31378DDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	256,578.24	2,109.20	258,687.44
05/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,301.29	1,825.59	31,126.88
05/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	95,459.43	423.53	95,882.96

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05/22/2021	Interest	3135G04Q3	5,735,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	7,168.75	7,168.75
05/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
05/25/2021	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
05/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
05/25/2021	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
05/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
05/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
05/25/2021	Paydown	3137BFDD1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	262,055.61	3,286.82	265,342.43
MAY 2021					9,467,370.28	354,735.30	9,822,105.58
06/08/2021	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/11/2021	Maturity	313379RB7	2,500,000.00	FHLB Note 1.875% Due 6/11/2021	2,500,000.00	23,437.50	2,523,437.50
06/14/2021	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	24,119.45	1,420.93	25,540.38
06/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
06/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	88,374.89	3,617.19	91,992.08
06/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,797.90	156.00	27,953.90
06/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100,568.03	1,610.00	102,178.03

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06/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,836.02	2,793.70	46,629.72
06/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,228.34	531.96	20,760.30
06/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	85,147.48	1,526.10	86,673.58
06/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,968.53	10.95	1,979.48
06/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,884.07	373.32	14,257.39
06/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	60,406.86	2,908.46	63,315.32
06/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,522.76	1,527.02	42,049.78
06/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,280.69	4,475.92	70,756.61
06/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,626.07	20.16	4,646.23
06/17/2021	Interest	3135G04Z3	3,310,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	8,275.00	8,275.00
06/19/2021	Interest	3137EAEN5	4,550,000.00	FHLPMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2021	Paydown	3137BDDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	311,645.20	1,439.96	313,085.16
06/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-CA1A 1.94% Due 4/22/2024	29,367.22	1,778.22	31,145.44
06/21/2021	Paydown	43815HAC1	1,496,265.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	76,825.62	188.86	77,014.48
06/24/2021	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
06/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
06/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2021	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
06/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/25/2021	Paydown	3137BFDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	262,893.31	2,633.64	265,526.95
06/26/2021	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
06/30/2021	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
06/30/2021	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2021	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2021	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
JUN 2021					3,758,492.44	585,315.19	4,343,807.63
07/05/2021	Interest	3135G0S38	4,000,000.00	FNMA Note 2% Due 1/5/2022	0.00	40,000.00	40,000.00
07/07/2021	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/10/2021	Interest	3135G05G4	4,755,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	5,943.75	5,943.75
07/11/2021	Interest	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	0.00	40,300.00	40,300.00
07/14/2021	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/14/2021	Maturity	3130A8QS5	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	16,312.50	2,916,312.50
07/15/2021	Interest	48128BAB7	3,250,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	0.00	48,295.00	48,295.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	20,242.16	518.14	20,760.30
07/15/2021	Paydown	477870AC3	1,010,000.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	24,169.70	1,376.51	25,546.21
07/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	40,634.21	1,489.87	42,124.08
07/15/2021	Paydown	47789JAD8	2,500,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,437.55	4,315.19	70,752.74
07/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-CA3 1.93% Due 7/15/2024	43,934.65	2,723.20	46,657.85
07/15/2021	Paydown	43815NAC8	2,030,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	82,399.37	1,399.80	83,799.17
07/15/2021	Paydown	47788BAD6	41,176.32	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,706.94	7.97	1,714.91
07/15/2021	Paydown	47788CAC6	305,771.95	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	13,911.26	342.54	14,253.80
07/15/2021	Paydown	47788EAC2	1,721,483.13	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	60,698.82	2,753.42	63,452.24
07/15/2021	Paydown	43811BAC8	387,275.84	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	27,836.82	117.08	27,953.90
07/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
07/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	95,651.95	1,455.80	97,107.75
07/15/2021	Paydown	89238TAD5	2,327,133.23	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	88,802.04	3,399.20	92,201.24
07/16/2021	Paydown	654747AD6	59,713.32	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	4,634.32	13.45	4,647.77
07/18/2021	Interest	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.00	42,500.00	42,500.00
07/19/2021	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2021	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/19/2021	Paydown	31378DDC7	1,220,450.18	FHLMC K716 A2 3.13% Due 6/25/2021	240,415.05	627.08	241,042.13
07/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	29,433.30	1,730.74	31,164.04
07/21/2021	Interest	3137EAEU9	3,540,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	6,637.50	6,637.50
07/21/2021	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/25/2021	Interest	3137BM6P6	4,000,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,300.00	10,300.00
07/25/2021	Interest	3137BYPO7	3,885,145.84	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	9,405.29	9,405.29
07/25/2021	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
07/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/25/2021	Paydown	3137BFDQ1	2,099,849.19	FHLMC K717 A2 2.991% Due 9/25/2021	263,733.70	1,978.38	265,712.08
07/28/2021	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
JUL 2021					4,004,641.84	533,878.66	4,538,520.50
TOTAL					41,944,824.52	6,233,246.70	48,178,071.22

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	29,890,610.22	Various 0.84%	29,890,610.22 29,890,610.22	1.00 0.84%	29,890,610.22 27,528.10	8.71% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	354,592.28	Various 0.01%	354,592.28 354,592.28	1.00 0.01%	354,592.28 0.00	0.10% 0.00	Aaa AAA	0.00 0.00
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 9/4/2020	600,000.00	11/03/2017 1.87%	595,902.00 595,902.00	100.12 0.35%	600,697.20 3,981.25	0.18% 4,795.20	Aaa AAA	0.10 0.09
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	1,035,000.00	10/29/2015 2.02%	1,034,172.00 1,034,172.00	100.30 0.27%	1,038,077.06 5,060.00	0.30% 3,905.06	Aaa AAA	0.18 0.17
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	2,545,000.00	02/06/2017 2.17%	2,556,986.95 2,556,986.95	100.33 0.40%	2,553,291.61 14,308.56	0.75% (3,695.34)	A3 A	0.18 0.17
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	1,496,265.51	08/21/2018 2.98%	1,496,060.22 1,496,060.22	101.62 0.26%	1,520,507.45 1,226.11	0.44% 24,447.23	Aaa NR	0.41 0.60
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	41,176.32	07/11/2017 1.83%	41,173.30 41,173.30	100.15 0.53%	41,236.20 33.31	0.01% 62.90	Aaa NR	0.48 0.11
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	1,685,000.00	01/18/2018 2.35%	1,680,046.10 1,680,046.10	100.97 0.25%	1,701,293.95 631.88	0.50% 21,247.85	Aaa AAA	0.49 0.48
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	59,713.32	12/27/2017 2.10%	59,333.12 59,333.12	100.08 0.38%	59,762.46 43.29	0.02% 429.34	Aaa NR	0.55 0.05
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	3,070,000.00	02/17/2016 1.46%	3,057,597.20 3,057,597.20	100.68 0.13%	3,090,965.03 19,112.88	0.91% 33,367.83	Aaa AA+	0.55 0.54
3135G0I20	FNMA Note 1.375% Due 2/26/2021	4,050,000.00	Various 1.45%	4,034,893.60 4,034,893.60	100.69 0.16%	4,078,102.95 23,976.56	1.19% 43,209.35	Aaa AA+	0.58 0.57
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	387,275.84	04/27/2018 2.62%	381,254.92 381,254.92	100.23 0.24%	388,149.53 289.17	0.11% 6,894.61	Aaa AAA	0.58 0.16
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	2,700,000.00	Various 1.97%	2,730,414.55 2,730,414.55	100.95 0.59%	2,725,579.80 24,997.50	0.80% (4,834.75)	Aa1 AA	0.58 0.58
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	1,850,000.00	05/24/2017 2.12%	1,895,010.50 1,895,010.50	101.47 0.31%	1,877,215.35 21,151.67	0.55% (17,795.15)	A2 A	0.59 0.58
3135G0K69	FNMA Note 1.25% Due 5/6/2021	3,300,000.00	06/29/2016 1.18%	3,311,220.00 3,311,220.00	100.85 0.14%	3,328,050.00 9,739.58	0.97% 16,830.00	Aaa AA+	0.76 0.76

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	2,970,000.00	Various 3.25%	2,949,150.50 2,949,150.50	102.07 0.33%	3,031,490.88 19,800.00	0.89% 82,340.38	A2 A	0.78 0.77
3137BDCC7	FHLMC K716 A2 3.13% Due 6/25/2021	1,220,450.18	09/12/2017 1.92%	1,270,507.71 1,270,507.71	101.44 0.80%	1,237,994.15 636.67	0.36% (32,513.56)	Aaa AA+	0.80 0.70
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	2,075,000.00	Various 2.04%	2,067,408.60 2,067,408.60	101.36 0.25%	2,103,249.05 8,092.50	0.61% 35,840.45	A1 A	0.80 0.79
313379RB7	FHLB Note 1.875% Due 6/11/2021	2,500,000.00	08/30/2017 1.67%	2,518,850.00 2,518,850.00	101.53 0.10%	2,538,215.00 6,510.42	0.74% 19,365.00	Aaa AA+	0.86 0.86
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	2,099,849.19	Various 2.61%	2,121,484.56 2,121,484.56	102.03 1.33%	2,142,579.00 5,233.87	0.63% 21,094.44	NR NR	0.86 0.95
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	2,030,000.00	08/20/2019 1.79%	2,029,983.15 2,029,983.15	102.07 0.46%	2,072,100.17 1,605.96	0.60% 42,117.02	Aaa AAA	0.92 1.55
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	305,771.95	02/21/2018 2.68%	305,749.98 305,749.98	100.70 0.48%	307,911.40 361.49	0.09% 2,161.42	Aaa NR	0.92 0.32
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45 1,872,774.45	101.25 0.21%	1,898,505.00 13,966.15	0.56% 25,730.55	Aaa AAA	0.94 0.93
3130A8Q55	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00 2,873,204.00	100.96 0.12%	2,927,773.30 1,540.63	0.85% 54,569.30	Aaa AA+	0.95 0.95
3137EAE9	FHLMC Note 1.125% Due 8/12/2021	4,125,000.00	Various 1.30%	4,090,903.75 4,090,903.75	101.01 0.15%	4,166,460.38 21,785.16	1.22% 75,556.63	Aaa AA+	1.03 1.02
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	3,325,000.00	Various 2.44%	3,255,728.25 3,255,728.25	101.68 0.28%	3,380,713.70 23,866.11	0.99% 124,985.45	A3 A	1.04 1.03
3135G0N82	FNMA Note 1.25% Due 8/17/2021	4,100,000.00	Various 1.32%	4,086,725.40 4,086,725.40	101.15 0.15%	4,147,031.10 23,347.22	1.21% 60,305.70	Aaa AA+	1.05 1.03
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,327,133.23	07/25/2019 2.31%	2,351,768.12 2,351,768.12	101.46 0.23%	2,361,197.81 3,061.47	0.69% 9,429.69	Aaa AAA	1.11 0.53
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	3,925,000.00	Various 1.66%	3,873,275.45 3,873,275.45	101.46 0.14%	3,982,422.75 17,090.11	1.16% 109,147.30	Aaa AA+	1.19 1.17
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	1,721,483.13	07/18/2018 3.10%	1,721,352.64 1,721,352.64	101.51 0.29%	1,747,441.24 2,356.52	0.51% 26,088.60	Aaa NR	1.19 0.54
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00 2,506,300.00	103.44 0.13%	2,585,930.00 22,708.33	0.76% 79,630.00	Aaa AA+	1.20 1.18

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.85%	1,049,861.61 1,049,861.61	101.85 0.55%	1,069,378.80 858.67	0.31% 19,517.19	Aaa AAA	1.39 1.41
3135G0S38	FNMA Note 2% Due 1/5/2022	4,000,000.00	01/11/2017 2.02%	3,996,900.00 3,996,900.00	102.64 0.15%	4,105,712.00 5,777.78	1.20% 108,812.00	Aaa AA+	1.43 1.41
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	3,100,000.00	Various 3.18%	3,038,938.00 3,038,938.00	103.23 0.36%	3,199,975.00 4,477.78	0.93% 161,037.00	A1 A+	1.45 1.42
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	3,250,000.00	Various 3.11%	3,228,657.50 3,228,657.50	103.57 0.51%	3,366,093.25 4,292.89	0.98% 137,435.75	A2 A-	1.46 1.43
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00 4,008,600.00	102.71 0.27%	4,108,404.00 3,069.44	1.20% 99,804.00	Aaa NR	1.47 1.45
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	106.85 0.56%	3,579,344.35 1,708.50	1.04% 120,469.35	Aaa NR	1.56 2.73
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	2,500,000.00	08/27/2019 1.87%	2,552,050.78 2,552,050.78	102.64 0.30%	2,565,885.00 3,233.33	0.75% 13,834.22	Aaa NR	1.56 1.00
912828J43	US Treasury Note 1.75% Due 2/28/2022	4,350,000.00	03/13/2017 2.14%	4,271,340.74 4,271,340.74	102.56 0.13%	4,461,299.10 31,856.66	1.31% 189,958.36	Aaa AA+	1.58 1.56
3135G0T45	FNMA Note 1.875% Due 4/5/2022	4,650,000.00	06/19/2017 1.88%	4,649,297.85 4,649,297.85	102.87 0.16%	4,783,506.15 28,093.75	1.40% 134,208.30	Aaa AA+	1.68 1.65
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,010,000.00	07/16/2019 2.23%	1,009,785.58 1,009,785.58	102.63 0.33%	1,036,543.81 992.04	0.30% 26,758.23	Aaa NR	1.73 1.38
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	103.93 0.38%	3,169,852.80 622.71	0.92% 120,127.30	A2 A	1.91 1.88
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15 4,056,732.15	103.82 0.13%	4,152,812.00 7,391.30	1.21% 96,079.85	Aaa AA+	1.92 1.88
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	4,000,000.00	Various 2.22%	4,140,475.70 4,140,475.70	103.99 0.81%	4,159,668.00 10,300.00	1.21% 19,192.30	Aaa NR	1.93 1.80
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83 1,389,892.83	102.51 0.44%	1,424,902.90 823.96	0.42% 35,010.07	NR AAA	1.96 1.65
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87 979,922.87	100.98 0.39%	989,633.40 357.16	0.29% 9,710.53	Aaa AAA	2.01 2.11
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42 2,169,885.42	102.84 0.40%	2,231,625.83 1,861.38	0.65% 61,740.41	Aaa AAA	2.04 1.83

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25 4,478,906.25	103.64 0.12%	4,664,002.50 35,309.10	1.37% 185,096.25	Aaa AA+	2.08 2.04
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34 2,069,450.34	101.03 0.61%	2,086,215.81 1,009.55	0.61% 16,765.47	Aaa NR	2.09 2.07
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	2,955,000.00	11/29/2017 2.58%	2,905,001.40 2,905,001.40	103.94 0.32%	3,071,533.38 25,823.42	0.90% 166,531.98	A2 A	2.11 2.05
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	103.24 0.22%	3,716,658.00 23,975.00	1.09% 204,085.00	Aaa AAA	2.12 2.08
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	105.33 0.41%	2,369,990.25 993.75	0.69% 96,597.75	A2 A	2.40 2.34
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00 4,725,375.00	104.83 0.12%	5,031,748.80 8,869.57	1.47% 306,373.80	Aaa AA+	2.42 2.36
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	105.98 0.30%	2,649,525.00 25,972.22	0.78% 224,300.00	Aa2 AA	2.46 2.37
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	105.40 0.18%	5,797,154.00 4,354.17	1.69% 378,224.00	Aaa AA+	2.47 2.41
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	100.08 0.48%	740,593.48 94.35	0.22% 706.26	Aaa NR	2.55 2.32
06051GHF9	Bank of America Corp Callable Note IX 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.94%	3,273,420.00 3,273,420.00	107.14 0.76%	3,481,994.75 46,790.98	1.03% 208,574.75	A2 A-	2.59 2.47
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	106.29 0.36%	1,594,372.50 16,916.67	0.47% 139,842.50	A2 A	2.60 2.50
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	107.47 0.35%	3,223,950.00 9,838.92	0.94% 241,650.00	Aa2 AA	2.65 2.55
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	105.74 0.31%	2,342,045.76 12,994.67	0.69% 229,400.91	Aa1 AA+	2.76 2.67
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	5,790,000.00	05/05/2020 0.39%	5,787,568.20 5,787,568.20	100.41 0.23%	5,813,785.32 5,066.25	1.69% 26,217.12	Aaa AA+	2.76 2.74
404280BS7	H5BC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.19%	2,887,177.50 2,887,177.50	107.83 1.10%	2,965,204.00 22,026.73	0.87% 78,026.50	A2 A-	2.80 2.65

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3135G04Q3	FNMA Note 0.25% Due 5/22/2023	5,735,000.00	05/20/2020 0.35%	5,717,737.65 5,717,737.65	100.06 0.23%	5,738,268.95 2,748.02	1.67% 20,531.30	Aaa AA+	2.81 2.80
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00 1,228,680.00	107.31 0.96%	1,287,753.60 7,920.00	0.38% 59,073.60	A2 A-	2.82 2.68
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	108.60 0.33%	2,171,952.00 6,611.11	0.63% 115,052.00	Aa2 AA	2.82 2.71
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	107.30 0.21%	4,881,986.20 14,597.91	1.43% 354,018.70	Aaa AA+	2.88 2.78
3135G05G4	FNMA Note 0.25% Due 7/10/2023	4,755,000.00	07/08/2020 0.32%	4,744,776.75 4,744,776.75	100.00 0.25%	4,755,218.73 693.44	1.38% 10,441.98	Aaa AA+	2.94 2.93
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	108.13 0.67%	1,005,591.33 1,515.13	0.29% 77,200.23	A3 A-	2.95 2.82
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	108.26 0.56%	4,167,975.35 11,328.63	1.22% 236,313.24	NR NR	2.96 2.75
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	109.07 0.42%	2,083,317.22 2,228.33	0.61% 178,856.22	Aa1 AA-	2.97 2.84
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	108.45 0.58%	2,494,244.20 37,362.22	0.74% 195,187.20	A1 A+	3.02 2.85
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	108.81 0.51%	3,540,755.50 53,013.08	1.05% 201,175.30	A1 A	3.03 2.86
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	108.71 0.61%	4,076,767.50 2,204.38	1.19% 238,857.34	Aaa NR	3.04 2.93
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	109.27 0.68%	2,469,567.54 25,260.21	0.73% 211,420.74	A3 A-	3.19 3.01
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94 4,909,960.94	104.84 0.13%	5,241,990.00 20,533.29	1.53% 332,029.06	Aaa AA+	3.25 3.17
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	110.34 0.27%	3,861,907.00 17,390.63	1.13% 259,742.00	Aaa AA+	3.36 3.19
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	107.16 0.15%	4,822,384.50 8,804.35	1.41% 233,966.53	Aaa AA+	3.42 3.30
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	109.20 0.14%	5,460,155.00 63,461.54	1.61% 338,358.12	Aaa AA+	3.55 3.36
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,885,145.84	04/22/2019 2.72%	3,912,918.56 3,912,918.56	106.90 0.84%	4,153,267.49 9,405.29	1.21% 240,348.93	NR AAA	3.55 3.32

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3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	110.35 0.36%	1,103,521.00 12,909.72	0.33% 58,111.00	Aaa AA+	3.61 3.39
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	107.27 0.34%	4,290,688.00 37,736.11	1.26% 290,408.00	Aaa AA+	3.61 3.44
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	109.62 0.55%	1,392,205.75 16,051.39	0.41% 106,127.55	Aa3 A	3.61 3.40
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	106.89 0.16%	5,130,748.80 24,260.86	1.50% 297,467.55	Aaa AA+	3.75 3.62
3130A1X12	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	109.74 0.34%	6,035,777.00 20,644.10	1.76% 295,776.60	Aaa AA+	3.87 3.68
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	107.14 0.17%	5,250,080.50 8,521.74	1.53% 307,826.59	Aaa AA+	3.92 3.78
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	105.82 0.69%	756,624.44 7,088.43	0.22% 43,204.59	A1 A+	4.04 3.85
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	108.84 0.18%	5,442,190.00 54,807.69	1.60% 301,955.62	Aaa AA+	4.04 3.84
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	110.15 0.39%	4,405,812.00 44,083.33	1.30% 199,052.00	Aaa AA+	4.12 3.88
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	107.43 0.59%	3,636,640.90 27,080.00	1.07% 173,887.45	Aa2 AA-	4.17 3.96
3135G0W66	FNMA Note 1.625% Due 10/15/2024	4,080,000.00	Various 1.27%	4,143,283.20 4,143,283.20	105.45 0.32%	4,302,286.56 19,521.66	1.26% 159,003.36	Aaa AA+	4.21 4.06
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	108.74 0.18%	4,349,688.00 22,744.57	1.27% 259,219.25	Aaa AA+	4.25 4.06
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	106.64 0.66%	3,839,119.20 20,250.00	1.12% 240,991.20	A2 A	4.26 4.05
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	106.99 0.49%	2,774,141.79 12,853.36	0.81% 149,657.58	A3 A	4.28 4.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	106.55 0.54%	4,416,497.50 2,360.35	1.29% 280,326.35	A1 AA-	4.39 4.22
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	105.48 0.38%	4,451,437.46 4,571.67	1.30% 168,559.26	Aaa AA+	4.44 4.29
3137EAEF0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	105.05 0.38%	6,906,912.58 45,751.04	2.02% 336,975.33	Aaa NR	4.54 4.36

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912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	104.25 0.19%	7,297,500.00 32,955.16	2.13% 189,492.19	Aaa AA+	4.58 4.46
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	101.04 0.40%	5,325,034.61 8,874.83	1.55% 65,890.81	Aaa AA+	4.73 4.65
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	3,310,000.00	06/17/2020 0.54%	3,303,148.30 3,303,148.30	100.49 0.40%	3,326,288.51 1,930.83	0.97% 23,140.21	Aaa AA+	4.88 4.81
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	3,540,000.00	07/21/2020 0.48%	3,522,370.80 3,522,370.80	99.86 0.40%	3,535,061.70 295.00	1.03% 12,690.90	Aaa AA+	4.98 4.92
TOTAL PORTFOLIO		328,611,467.01	1.89%	330,030,778.84	0.38%	342,013,914.37	100.00%	Aa1	2.41
TOTAL MARKET VALUE PLUS ACCRUED				330,030,778.84		1,380,164.57	11,983,135.53	AA	2.33
						343,394,078.94			

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Issuer Report

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Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$57,850,000.00	\$58,266,776.03	\$61,304,599.20	\$61,624,115.03	17.95%
Federal National Mortgage Association	\$56,895,000.00	\$56,822,210.20	\$58,120,513.77	\$58,271,233.39	16.97%
Federal Home Loan Mortgage Corp	\$46,735,445.21	\$47,172,581.30	\$48,821,802.02	\$48,950,114.72	14.25%
Federal Home Loan Bank	\$28,970,000.00	\$29,550,566.60	\$30,840,588.33	\$31,023,224.48	9.03%
Local Agency Investment Fund	\$29,890,610.22	\$29,890,610.22	\$29,890,610.22	\$29,918,138.32	8.71%
John Deere ABS	\$8,383,431.40	\$8,439,449.84	\$8,525,826.94	\$8,533,907.53	2.49%
Inter-American Dev Bank	\$7,600,000.00	\$7,521,173.00	\$7,825,062.00	\$7,852,106.44	2.29%
Honda ABS	\$4,893,541.35	\$4,887,221.16	\$4,970,390.55	\$4,973,868.95	1.45%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,416,497.50	\$4,418,857.85	1.29%
HSBC Holdings PLC	\$3,950,000.00	\$4,115,857.50	\$4,252,957.60	\$4,282,904.33	1.25%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,839,119.20	\$3,859,369.20	1.12%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,636,640.90	\$3,663,720.90	1.07%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,540,755.50	\$3,593,768.58	1.05%
Bank of America Corp	\$3,250,000.00	\$3,273,420.00	\$3,481,994.75	\$3,528,785.73	1.03%
Deere & Company	\$3,350,000.00	\$3,349,540.50	\$3,471,587.85	\$3,509,656.19	1.02%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,475,158.87	\$3,501,934.21	1.02%
Toronto Dominion Holdings	\$3,180,000.00	\$3,190,539.20	\$3,475,522.97	\$3,493,802.69	1.02%
Oracle Corp	\$3,325,000.00	\$3,255,728.25	\$3,380,713.70	\$3,404,579.81	0.99%
JP Morgan Chase & Co	\$3,250,000.00	\$3,228,657.50	\$3,366,093.25	\$3,370,386.14	0.98%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,250,868.64	\$3,295,319.29	0.96%
Chevron/Texaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,223,950.00	\$3,233,788.92	0.94%
Toyota Motor Corp	\$3,100,000.00	\$3,038,938.00	\$3,199,975.00	\$3,204,452.78	0.93%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,169,852.80	\$3,170,475.51	0.92%
IBM Corp	\$2,955,000.00	\$2,905,001.40	\$3,071,533.38	\$3,097,356.80	0.90%
General Dynamics Corp	\$2,970,000.00	\$2,949,150.50	\$3,031,490.88	\$3,051,290.88	0.89%
Microsoft	\$2,910,000.00	\$2,906,946.45	\$2,936,582.06	\$2,955,608.21	0.86%
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,774,141.79	\$2,786,995.15	0.81%
Exxon Mobil Corp	\$2,700,000.00	\$2,730,414.55	\$2,725,579.80	\$2,750,577.30	0.80%
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,649,525.00	\$2,675,497.22	0.78%
Chubb Corporation	\$2,545,000.00	\$2,556,986.95	\$2,553,291.61	\$2,567,600.17	0.75%

City of Corona Consolidated

Issuer Report

Account #10003

As of July 31, 2020



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Charles Schwab Corp/The	\$2,250,000.00	\$2,273,392.50	\$2,369,990.25	\$2,370,984.00	0.69%
Toyota ABS	\$2,327,133.23	\$2,351,768.12	\$2,361,197.81	\$2,364,259.28	0.69%
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,342,045.76	\$2,355,040.43	0.69%
Nissan ABS	\$2,229,713.32	\$2,229,218.54	\$2,291,388.29	\$2,293,292.96	0.67%
Wal-Mart Stores	\$2,000,000.00	\$2,056,900.00	\$2,171,952.00	\$2,178,563.11	0.63%
State Street Bank	\$2,075,000.00	\$2,067,408.60	\$2,103,249.05	\$2,111,341.55	0.61%
International Finance Corp	\$1,685,000.00	\$1,680,046.10	\$1,701,293.95	\$1,701,925.83	0.50%
Verizon Owner Trust	\$1,390,000.00	\$1,389,892.83	\$1,424,902.90	\$1,425,726.86	0.42%
Mercedes-Benz Auto Lease Trust	\$1,050,000.00	\$1,049,861.61	\$1,069,378.80	\$1,070,237.47	0.31%
Intl Bank Recon and Development	\$600,000.00	\$595,902.00	\$600,697.20	\$604,678.45	0.18%
Federated Govt Obligation Money Market Fund	\$354,592.28	\$354,592.28	\$354,592.28	\$354,592.28	0.10%
TOTAL	\$328,611,467.01	\$330,030,778.84	\$342,013,914.37	\$343,394,078.94	100.00%



Account #10003

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Account #10003

Benchmark Index

Disclosure

ICE BAML 1-5 Year US Treasury/Agency Index

The ICE BAML 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: GVA0. Please visit www.mindex.ml.com for more information)

Portfolio Performance

July 31, 2020

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%
6/30/2020	0.284%	0.102%	0.272%
7/31/2020	0.259%	0.077%	0.235%

City of Corona Consolidated

Corona Supplemental

Account #10003

As of July 31, 2020



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$20,273,819.30	\$20,643,085.29	\$20,347,412.10	5.85%			
Agency	\$110,445,000.00	\$114,265,308.28	\$110,871,524.30	31.89%	1,559	1,011	3.761
CMO	\$22,155,445.21	\$23,517,595.84	\$22,673,833.80	6.52%			
Corporate	\$74,372,000.00	\$78,274,429.21	\$74,366,155.56	21.39%			
LAIF	\$47,481,780.29	\$47,481,780.29	\$47,481,780.29	13.66%	1	1	0.680
Money Market Fund FI	\$354,592.28	\$354,592.28	\$354,592.28	0.10%	1	1	0.150
Municipal Bonds	\$3,385,000.00	\$3,636,640.90	\$3,462,753.45	1.00%			
Supranational	\$9,885,000.00	\$10,127,053.15	\$9,797,121.10	2.82%			
US Treasury	\$57,850,000.00	\$61,304,599.20	\$58,266,776.03	16.76%	1,699	864	4.337
TOTAL PORTFOLIO	\$346,202,637.08	\$359,605,084.44	\$347,621,948.91	100.00%	1438	880	1.916
AVERAGE DAILY BALANCE			\$343,052,348.70				



M E M O R A N D U M

September 16, 2020

TO: City Clerk
FROM: Kim Sitton
Acting Administrative Services Director
SUBJECT: Monthly Fiscal Report, July 2020

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of July 2020, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lee Kim
202E1A96DF6E4D4...
Financial Analyst I

DS
ll

DocuSigned by:
Jennifer Schaefer
F037C11D7C4C41D...
Finance Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
AEGAA49B0BD44E7...
Acting Administrative Services Director

DocuSigned by:
Roger Bradley
2006B2ABD53A45C...
Assistant City Manager

DocuSigned by:
Chad Willardson
AC0F9B8DE02B4FC...
City Treasurer



CITY OF CORONA

Receipts and Disbursements

July 31, 2020

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 2,286,900.26	\$ 79,768,020.29	\$ 77,166,048.73	\$ 4,888,871.82
Deposits in Transit	716,447.54	569,463.40	716,447.54	569,463.40
Outstanding Checks	(1,422,661.83)	1,422,661.83	3,172,117.22	(3,172,117.22)
Fiscal Agents	33,545,312.60	1,999.10	600,628.01	32,946,683.69
Investments	346,765,990.81	44,677,595.47	61,412,807.38	330,030,778.90
Unrealized Investment Gain(loss)	12,090,616.43	0.00	12,090,616.43	0.00
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	1,751.66	24,637.10	19,129.39	7,259.37
Pcard Reconciling Items	0.00	0.00	0.00	0.00
Credit Card Reconciling Items- Fees	(1,728.76)	1,728.76	2,000.56	(2,000.56)
TOTAL	\$ 393,992,776.71	\$ 126,466,105.95	\$ 155,179,795.26	\$ 365,279,087.40

*For information purposes only

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
July 31, 2020

General Fund		\$ 77,424,038.75
Special Revenue Funds		
Gas Tax	5,582,307.34	
Measure A	17,422,175.55	
Trip Reduction	1,069,573.95	
Asset Forfeiture	559,294.13	
Development	28,820,954.21	
Residential Refuse/Recycling	(46,086.93)	
Landscape and Streetlight Maintenance	21,060,751.52	
Other Grants and Endowments	742,749.68	75,211,719.45
Debt Service Funds		
Public Financing Authority	43.55	43.55
Capital Project Funds		
Housing/Community Development	(704,786.84)	
Planned Local Drainage	448,277.10	
Other Grants	730,861.80	
Public Facility Project	(904,742.40)	
Corona Housing Authority	9,605,388.15	9,174,997.81
Enterprise Funds		
Water Utility	37,648,591.37	
Water Reclamation Utility	71,197,316.44	
Transit	425,155.95	
Electric Utility	22,004,353.70	
Airport	940,312.78	132,215,730.24
Internal Service Funds		
Fleet Operations	7,706,092.27	
Workers' Compensation	25,706,486.26	
Liability Risk	798,211.27	
Warehouse Services	384,235.73	
Information Technology	1,659,741.31	36,254,766.84
Fiduciary Funds		
AD & CFD Bond Funds	20,738,405.98	
AB109 PACT	212,354.28	
Successor Agency	14,047,030.50	34,997,790.76
 Total All Funds		 \$ 365,279,087.40

Subject to final audit



CITY OF CORONA
Cash Status Report
July 31, 2020

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 29,890,610.22	\$ -	\$ -	\$ -	\$ 29,890,610.22
Investment Account	300,140,168.68				300,140,168.68
Investment Total	330,030,778.90				330,030,778.90
General Account - Bank of America	4,559,143.97	454,112.26	(3,027,038.23)	5,258.81	1,991,476.81
Worker's Comp Account - Bank of America	329,727.85	115,351.14	(145,078.99)		300,000.00
Fiscal Agent Accounts	32,946,683.69				32,946,683.69
Unrealized Investment Gain (Loss)	12,090,616.43				0.00
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & ADMINISTRATIVE SERVICES DIRECTOR	\$ 379,967,098.84	\$ 569,463.40	\$ (3,172,117.22)	\$ 5,258.81	365,279,087.40
GENERAL LEDGER GRAND TOTAL					\$ 365,279,087.40
Subject to final audit					



CITY OF CORONA
Investment Portfolio Report
July 31, 2020

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO	YIELD TO MATURITY
ABS	\$ 20,273,819.30	\$ 20,643,085.29	20,347,412.10	6.17%	
Agency	110,445,000.00	114,265,308.28	110,871,524.30	33.59%	
CMO	22,155,445.21	23,517,595.84	22,673,833.80	6.87%	
Commercial Paper	-	-	-	0.00%	
Corporate	74,372,000.00	78,274,429.21	74,366,155.56	22.53%	
LAIF	29,890,610.22	29,890,610.22	29,890,610.22	9.06%	
Money Market Fund FI	354,592.28	354,592.28	354,592.34	0.11%	
Municipal Bonds	3,385,000.00	3,636,640.90	3,462,753.45	1.05%	
Supranational	9,885,000.00	10,127,053.15	9,797,121.10	2.97%	
US Treasury	57,850,000.00	61,304,599.20	58,266,776.03	17.65%	
TOTAL PORTFOLIO	\$ 328,611,467.01	\$ 342,013,914.37	\$ 330,030,778.90	100.00%	1.916
Average Daily Balance			\$ 343,052,348.70		

Subject to final audit

ORDINANCE NO. 3319

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, AMENDING SECTION 17.74.070(H) TO
REFINE THE CONDITIONS FOR THE RELOCATION OF
OUTDOOR ADVERTISING SIGNS (BILLBOARDS). (ZTA
2020-0002)**

WHEREAS, on August 10, 2020, the Planning Commission of the City of Corona ("Planning Commission") conducted a duly noticed public hearing and recommended that the City Council of the City of Corona ("City Council") amend Corona Municipal Code ("CMC") Section 17.74.070(H) to refine the conditions for the relocation of outdoor advertising signs (billboards) ("Zoning Amendment"); and

WHEREAS, the Planning Commission based its recommendation to adopt the Zoning Amendment on the findings set forth below and a finding that adoption of the Zoning Amendment is exempt from compliance with the California Environmental Quality Act; and

WHEREAS, on September 2, 2020, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Zoning Amendment were heard and the Zoning Amendment was comprehensively reviewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Zoning Amendment, the City Council has reviewed and considered the entire record for this Zoning Amendment, including all written and oral evidence presented to the City Council. Based upon the facts and information in the entire record, including all written and oral evidence presented to the City Council, the City Council finds that this action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance is solely a Zoning Code text revision to refine the criteria for relocating outdoor advertising signs (billboards) and narrow the types of outdoor advertising signs (billboards) that can be relocated pursuant to a relocation agreement, which will potentially result in a reduction in the overall number of outdoor advertising signs (billboards) in the City, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no further environmental analysis is required, and staff will file a Notice of Exemption with the County of Riverside.

SECTION 2. Zoning Findings. Based on the entire record before the City Council, and all written and oral evidence presented to the City Council, the City Council hereby makes

and adopts the following findings:

A. The Zoning Amendment is consistent with the General Plan for the following reasons:

(i) The Zoning Amendment will facilitate and promote the reduction in the overall number of outdoor advertising signs (billboards) in the City, which is consistent with General Plan Goal CD-7 to maintain, establish, develop, and protect the City's highways and corridors for scenic purposes.

(ii) The Zoning Amendment will preserve the existing prohibition on the installation or expansion of billboards and will foster the phasing out of signage that may impair scenic views on the City's scenic highways and corridors.

(iii) The Zoning Amendment is consistent with the Corona General Plan because the General Plan establishes a baseline for development in the City, and the Zoning Amendment does not interfere or conflict with the elements, goals, and policies established in the General Plan.

B. The Zoning Amendment is consistent with the intent of Title 17 of the Corona Municipal Code to regulate land use, development standards and performance standards within the City, in that it refines the criteria for relocating outdoor advertising signs (billboards) and narrows the types of outdoor advertising signs (billboards) that can be relocated pursuant to a relocation agreement, which will potentially result in a reduction in the overall number of outdoor advertising signs (billboards) in the City, thereby maintaining an attractive community and quality of life for the residents of the City.

C. The Zoning Amendment promotes the health, safety, and welfare of the community because the Zoning Amendment refines the criteria for relocating outdoor advertising signs (billboards) under CMC Section 17.74.070(H), thereby narrowing the types of outdoor advertising signs (billboards) that can be relocated pursuant to a relocation agreement and perhaps reducing the overall number of outdoor advertising signs (billboards) in the City.

SECTION 3. Prohibited Signs. Paragraph (H) of Section 17.74.070 (Prohibited Signs) is hereby revised in its entirety to read as follows:

“(H) Except as provided in § 17.74.220 (regarding flags, banners, and pennants on city-owned light poles) and in § 17.74.120 (regarding kiosk signs), flags, banners, pennants, festoons, off-premises and outdoor advertising signs (billboards). However, notwithstanding any other provision of this chapter, and consistent with the California Business & Professions Code Outdoor Advertising provisions, new outdoor advertising signs (billboards), including electronic message centers, electronic message boards, and changeable message boards, may be considered and constructed as part of a relocation agreement requested by the city and entered into between the city and a billboard and/or property

owner. The replacement of a static billboard face with an electronic message center, electronic message board, or changeable message board pursuant to a billboard relocation agreement shall be considered a relocation for purposes of this section. The execution of a relocation agreement shall not operate to change the status of any billboard as a nonconforming use for purposes of this code. Such billboard relocation agreements may be approved by the City Council within its sole and absolute discretion and upon terms that are acceptable in its sole and absolute discretion; provided, however, that at a minimum the following conditions shall apply:

(1) A billboard may be relocated from a parcel with surface street frontage to a parcel with freeway frontage only if the following occur as part of such relocation: (A) at least three (3) billboards are removed in exchange for the one (1) relocated billboard; and (B) the total combined square footage of the relocated billboard is less than the total combined square footage of the three (3) removed billboards, with each panel or billboard face being counted towards the total square footage.

(2) A billboard may be relocated from a parcel with surface street frontage to another parcel with surface street frontage only if the following occur as part of such relocation: (A) the surface street on which the relocated billboard is located must be the same surface street on which the removed billboard had been located; and (B) the total combined square footage of the relocated billboard is less than the total combined square footage of the removed billboard, with each panel or billboard face being counted towards the total square footage.

(3) A billboard may be relocated from a parcel with freeway frontage to another parcel with freeway frontage only if the total combined square footage of the relocated billboard is less than the total combined square footage of the removed billboard, with each panel or billboard face being counted towards the total square footage.

(4) A billboard located on a parcel with freeway frontage may not be relocated to a parcel with surface street frontage.

(5) For all billboard relocations, the total square footage of the relocated billboard must be less than the total combined square footage of the removed billboard, with each panel or billboard face being counted towards the total square footage.”

SECTION 4. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the

invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 5. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 2nd day of September, 2020 and thereafter at a regular meeting held on the 16th day of September 16th, 2020, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

[SEAL]

ORDINANCE NO. 3320

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, APPROVING AN AMENDMENT TO THE
EL CERRITO SPECIFIC PLAN (SP91-02) TO PROHIBIT
RESIDENTIAL LAND USES AND COLD STORAGE
WAREHOUSES IN THE LIGHT INDUSTRIAL ZONE
DESIGNATION. (SPA2020-0001)**

WHEREAS, on August 10, 2020, the Planning and Housing Commission of the City of Corona (“Planning Commission”) recommended that the City Council of the City of Corona (“City Council”) approve SPA2020-0001 to amend the El Cerrito Specific Plan (SP91-02) to prohibit residential land uses and cold storage warehouses in the Light Industrial zone designation (the “Amendment”); and

WHEREAS, the Planning Commission based its recommendation to adopt the Amendment on the findings set forth below and a determination that there is no possibility that the Amendment will have a significant effect on the environment and, thus, is exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, on September 2, 2020, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Amendment were heard and the Amendment was comprehensively reviewed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA,
DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Findings. As the decision-making body for this Amendment, the City Council has reviewed and considered the information contained in the preliminary exemption assessment and the administrative records for this Amendment, including all written and oral evidence. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds this action exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is merely a text amendment to a specific plan to prohibit residential land uses and cold storage warehouses in the specific plan’s light industrial zone designation and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required, and staff will file a Notice of Exemption with the County of Riverside.

SECTION 2. Zoning Findings. Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, Chapter 14.5 of the El Cerrito Specific Plan, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. SPA2020-0001 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with the General Plan's Light Industrial land use designation by prohibiting residential land uses within the Light Industrial zone designation of the El Cerrito Specific Plan.

(ii) This Amendment is consistent with General Plan Land Use Policy LU-12.7 because it regulates the development of industrial uses consistent with local and state regulations that govern use, storage, production, or transport of toxic and hazardous materials; which may generate unacceptable levels of air or noise pollution; or result in other adverse impacts.

B. SPA2020-0001 provides for development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reasons:

(i) This Amendment will result in the development of projects that will continue to be comprehensively planned in accordance with the provisions of the El Cerrito Specific Plan.

(ii) This Amendment ensures the health and safety of the community and protection of the environment in general by requiring that future requests to operate a cold storage warehouse in the Light-Industrial zone designation will require an amendment to the El Cerrito Specific Plan and an environmental analysis under CEQA to assess air quality emissions and health risk from business operations and transportation involving transport refrigeration units.

C. SPA2020-0001 provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:

(i) This Amendment is a specific plan text change only that will result in residential land uses and cold storage warehouses being prohibited within the Light Industrial zone designation and does not affect the infrastructure provisions established within the General Plan or the El Cerrito Specific Plan.

D. SPA2020-0001 provides for the appropriate orientation and relationship between land uses within and adjacent to the project for the following reason:

(i) This Amendment establishes land use restrictions to ensure the consistency and land use compatibility between properties that are designated Light Industrial.

E. SPA2020-0001 meets the findings of Section 14.5 of the El Cerrito Specific Plan for the following reasons:

(i) This Amendment is consistent with the General Plan because it maintains consistency with the General Plan's Light Industrial zone designation by prohibiting residential land uses within the Light Industrial zone designation of the El Cerrito Specific Plan.

(ii) This Amendment is consistent with the General Plan Land Use Policy LU-12.7 because it regulates the development of industrial uses consistent with local and state regulations that govern use, storage, production, or transport of toxic and hazardous materials; which may generate unacceptable levels of air or noise pollution; or result in other adverse impacts.

(iii) This Amendment furthers the intent of the El Cerrito Specific Plan because it prohibits residential land uses in the Light Industrial zone designation which maintains land use compatibility between the properties with the same Light Industrial designation.

(iii) This Amendment does not conflict with the Pre-annexation Policy for El Cerrito as set forth in Section 2.3 of the El Cerrito Specific Plan (SP91-02) because the Amendment is strictly a text revision to prohibit specific land uses within the Light Industrial zone designation.

(iv) This Amendment prohibits residential land uses and cold storage warehouses within the Light Industrial zone designation and will not impact circulation to, from and within the El Cerrito Specific Plan area.

(v) This Amendment prohibits residential land uses and cold storage warehouses within the Light Industrial zone designation and will not impact public service levels within the El Cerrito Specific Plan area.

(vi) This Amendment prohibits residential land uses and cold storage warehouses within the Light Industrial zone designation and will not disrupt or deplete the public and private open space system.

(vii) This Amendment is compatible with the surrounding designations, will not create future land use incompatibilities, and provides adequate buffers. This Amendment maintains land use compatibility within the Light Industrial zone designation within the Specific Plan area by prohibiting residential land uses and cold storage warehouses from being established within the Light Industrial zone designation.

(viii) This Amendment will prohibit residential land uses and cold storage warehouses within the Light Industrial zone designation and does not constitute a land use amendment attempting to convert commercial or industrial designations to residential uses.

SECTION 3. Approval of the Amendment (SPA2020-0001). The Amendment to the El Cerrito Specific Plan (SPA2020-0001) is hereby approved. The text and exhibits of the El Cerrito Specific Plan (SP91-02) is hereby amended as shown in Exhibit “A” attached to this Ordinance and incorporated herein by reference.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Corona, located at 400 S. Vicentia Avenue, Corona, California. Joanne Coletta, Community Development Director, is the custodian of the record of proceedings.

SECTION 5. Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of September 16th, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 2nd day of September, 2020 and thereafter at a regular meeting held on the 16th day of September 16th, 2020, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

[SEAL]

EXHIBIT "A"
AMENDMENT TO THE
TEXT AND EXHIBITS OF THE
EL CERRITO SPECIFIC PLAN (SP91-02)

(SEE ATTACHED SIX PAGES)

EXHIBIT A

New text is shown in a red and underline format. Deleted text is shown in a ~~strikethrough~~ format.

12.11 LI - LIGHT INDUSTRIAL

12.11.1 Purpose.

The LI light manufacturing district is intended for light manufacturing, light industrial, office, and service related uses. Except as specifically provided elsewhere, any and every building and premises or land in the LI district shall be used, occupied, erected, constructed, established, altered, enlarged, maintained, moved into or within said LI district only in accordance with the following standards set forth in this chapter.

The Light Industrial District has four separate Planning Areas, designated as PA-1, PA-2, PA-3 and PA-4, on the Land Use Plan (Figure 11). Located directly north of “The Crossings” retail center, PA-1 and PA-2 are intended to be developed as a campus-style business park with office and light industrial uses, including related service uses and limited retail. Planning Areas PA-3 and PA-4 are located adjacent to Temescal Canyon Road and incorporate existing industrial uses established under the County of Riverside zoning standards. The intent of PA-3 and PA-4 is to allow for the continuation of these established uses, while providing for the development of new light industrial establishments.

12.11.2 Permitted uses and Development Standards.

The LI, Light Industrial District shall be subject to the provisions of CMC Title 17, Chapter 17.44, Industrial Zones- M-1 Zone, and the Community Development Department’s Commercial and Industrial Design Guidelines, with the following exceptions:

A. Permitted Uses in PA-1 of the LI District:

The following uses shall be permitted in PA-1 in addition to those uses listed in CMC Title 17, Chapter 17.44.030:

Business services for Industrial Park users, (including printing and copying services, mail or packaging, telephone services, and similar uses).

Business-oriented retail services, (including catering, dry cleaners, tailor shop, and similar uses).

Health and Athletic Clubs

Health and fitness-related retail stores, (including apparel, fitness equipment, nutrition or vitamin store, sporting goods, and training services).

Indoor Entertainment Centers, (including bowling, game arcades and similar facilities, excluding night clubs and adult entertainment)

Offices; business, professional and medical/dental

Office equipment and supplies: sales, rental and service

Private trade schools and educational satellite centers

School or studio for art, design, music, dance, gymnastics, or martial arts

Restaurants, cafes, coffee, juice, or sandwich shops serving the industrial area or business park (excluding drive-thru restaurants).

B. Permitted Uses in PA-2 of the LI District:

The following uses shall be permitted in PA-2, in addition to those uses listed in CMC Title 17, Chapter 17.44.030:

Business services for Industrial Park users, (including printing and copying services, mail or packaging, telephone services, and similar uses).

Business-oriented retail services, (including catering, dry cleaners, tailor shop, and similar uses).

Offices; business, professional and medical/dental

Office equipment and supplies: sales, rental and service

Private trade schools and educational satellite centers

School or studio for art, design, music, dance, gymnastics, or martial arts

Restaurants, cafes, coffee, juice, or sandwich shops serving the industrial area or business park (excluding drive-thru restaurants).

C. Permitted uses in PA-3 and PA-4 of the LI District:

The following uses shall be permitted in the LI zone in addition to those uses listed in CMC Title 17, Chapter 17.44.030.

1. Automobile and truck repair garages; provided, any outdoor storage of parts or outdoor parking of inoperable vehicles shall be enclosed with a solid wall or fence;
2. Automobile towing, excluding salvage operations, provided all storage operations are enclosed with a solid wall or fence;
3. Clay products; provided, all operations and equipment shall be within an enclosed building.

D. Prohibited Uses.

The following uses are expressly prohibited in the LI District:

Residential uses

Cold storage warehouse. To allow cold storage warehouse in the LI District, a specific plan amendment is required in addition to environmental analysis under the California Environmental Quality Act to assess air quality emissions and health risk from business operations and transportation involving Transport Refrigeration Units.

~~D~~ E. Setbacks.

1. Where the front, side, or rear yard adjoins or is across the street from an area zoned for residential use, the minimum setback shall be 30 feet from the property line.
2. Where the front, side, or rear yard adjoins a street, the minimum setback shall be 15 feet from the property line.
3. With the exception of those portions of the setback area for which landscaping is required by Section H below, the setback area may only be used for driveways, automobile parking, or landscaping.

~~E~~ F. Masonry Walls.

Prior to occupancy of any industrial use permitted in this chapter, a six foot high solid masonry wall shall be constructed on each property line that adjoins any parcel zoned for residential use.

~~F~~ G. Parking:

The requirements for off- street parking shall comply with C.M.C. Chapter 17.76, except as provided below:

1. Shared Parking: Parking facilities within a business complex may be used jointly by businesses when operations are not normally conducted during the same hours, or when peak use hours differ. Requests for the use of shared parking facilities shall be subject to the review and approval of the Community Development Director, and meet the following conditions:
 - a. A reciprocal parking and access agreement shall be in effect for the properties with shared parking.
 - b. The applicant shall provide a parking study which specifies the operating characteristics and parking demands of each type of use, and demonstrates that sufficient parking will be available to meet daily and peak parking demands.
 - c. Parking facilities designated for shared parking shall be located within 300 feet of the structures or uses to be served.

G H. Loading and Delivery Areas:

1. Designated loading areas shall be provided for all industrial, manufacturing, or large-scale retail uses that involve the regular receipt or distribution of materials or merchandise. Loading areas shall be provided in accordance with the requirements of C.M.C. Section 17.78.010, or as otherwise determined by the Community Development Director at the time of Precise Plan review, based on the actual function and requirements of the use.
2. Designated areas for routine deliveries shall be provided for all office and support commercial uses. Delivery areas shall be provided adjacent to the building and allow for the unloading of delivery vehicles without blocking vehicular drive aisles or pedestrian walkways. The required number, location and configuration of the delivery areas shall be subject to the review and approval of the Community Development Director, in conjunction with the Precise Plan for the development.

H I. Landscaping.

1. The required setbacks adjacent to public street right-of-way lines shall be landscaped and maintained, except for designated pedestrian and vehicular accessways. Said landscaped strip shall not include landscaping included within the street right-of-way.
2. A minimum of 20 foot wide strip adjacent to or across the street from areas zoned for residential uses, shall be landscaped and maintained.
3. Landscaped areas within the parking fields in PA-1 and PA-2 of the LI District shall comply with the following requirements:
 - a. Landscaped planters at a minimum of five (5) feet in planting width, (6 feet including exterior curbs) shall be located at each end of the parking row, and adjacent to primary onsite circulation routes, as shown in Figure 23.
 - b. Shade trees shall be distributed within the interior of the parking lot area in the following configuration: within five-foot diameter planter diamonds spaced every six (6) stalls, as shown in Figure 23.
 - c. Parking areas located adjacent to perimeter landscaped setbacks or onsite slopes shall incorporate landscaped planters every 10 spaces, as determined by the Community Development Director. Planters shall be a minimum of five (5) feet in width and incorporate a six-inch paved step-out area, as shown in Figure 25.
 - d. Trees planted within the interior of the development and the parking lot areas shall be a minimum of 24-inch box size. Trees planted at the perimeter of the parking field, at the entrance, and along interior private/public streets shall be a mixture of 36-inch box and 24-inch box trees.

I J. Outside storage and Service Areas. Any outside storage or service areas shall be screened from view by on-site structures or landscaping. No outside storage or outside service areas are permitted in PA-1 and PA-2 of the LI District.

¶ K. Mechanical Equipment. Any mechanical equipment used in the manufacturing process shall be required to be enclosed in a building, and roof-mounted equipment shall be screened from view.

¶ L. Signage.

1. Signage within PA-3 and PA-4 of the LI District shall be permitted in accordance with CMC Chapter 17.74, with the exception that parcel identification signs may only be of the monument type, not exceeding three feet in height in the front yard setback.
2. Signage within PA-1 and PA-2 of the LI District shall be subject to a Comprehensive Sign Program, approved by the Planning Commission in conjunction with a Precise Plan approval. The Sign Program shall address building-mounted, monument, freeway- oriented, and directional signage for the project as applicable and shall identify the locations, elevations, dimensions, materials, design and color pallet of the signage. The Community Development Director may approve the final design details, and any modifications to the sign program, provided that the signs are in substantial conformance to the Comprehensive Sign Program approved with the Precise Plan. The approved sign program for PA-1 and PA-2 of the LI District shall be incorporated into the Specific Plan as an Appendix. Signage within PA-1 and PA-2 shall adhere to the following provisions:

A. Project Identification Monument Signs.

1. These signs shall contain only the name of the development and shall be incorporated into the project entry walls;
2. Shall be externally illuminated;
3. Shall not exceed an overall height of five feet above finished grade; and
4. Shall be located at the primary entry drives to the project and at prominent perimeter street corners as designated in the center's approved sign program.

B. Freeway Oriented Signs.

Projects located immediately adjacent to freeway rights-of-way shall be allowed to have a freeway monument sign, known as a "pylon sign." Pylon signs shall not exceed 60 feet in height. Pylon signs are allowed one square foot of signage copy face for each linear foot of freeway frontage, up to a maximum of 300 square feet, not including the name of the center. Each pylon sign shall allow up to six tenant spaces, and each panel shall contain only one identified tenant.

C. Wall/Building Mounted or Enterprise Signs:

Each business or center tenant shall be permitted one wall mounted sign per lease area building face, on up to three sides of the building. A maximum of 1.25 square feet of sign area for each linear foot of building or tenant space frontage is permitted. Tenant spaces within multi-story office buildings are allowed a maximum of 1.5 square

feet of sign area for each linear foot of building or tenant space frontage. Sign locations, materials and dimensions shall be in accordance with the approved Sign Program.

D. Directional Monument Signs:

Business centers may install directional monument signs at principal entry points and intersections within the development to guide the public to specific tenants or building addresses. The exact locations and number of the directional signs shall be in accordance with the approved Sign Program. Directional signs shall be a maximum of five (5) feet in height and twenty-five (25) square feet in area. Signs shall be set in a decorative architectural base, consistent with the design theme and materials used in the center.

~~E~~ M. Design Review

All industrial projects shall be subject to Design Review and the submittal of a Precise Plan application in accordance with Sections 14.6 and 15.7 of this Specific Plan and Chapter 17.91 of the C.M.C..

- a. Development within the LI District shall comply with the City's Commercial and Industrial Development Design Guidelines, and Section 14.7.3 of this Specific Plan.
- b. Development in the LI District shall establish a consistent, high quality, architectural theme in conjunction with the Precise Plan Review of the project(s). All buildings, accessory structures, walls, landscape materials, and signage shall conform to the overall design theme(s), although variation in individual building forms, colors, and architectural details is allowed and encouraged. The design should incorporate the use of natural materials such as stone or brick in the architecture of the buildings and onsite hardscape, as appropriate.



Agenda Report

File #: 20-0747

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of Grading and Storm Drain Improvements, Survey Monumentation, and Sewer and Water Improvement Agreements associated with Lot 8 of Tract Map 36294 and Parcel Map 37788 - Bedford Marketplace, LLC, a Delaware Limited Liability Company.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute Grading and Storm Drain Improvements, Survey Monumentation, and Sewer and Water Improvement Agreements between the City and Bedford Marketplace, LLC, a Delaware Limited Liability Company.

ANALYSIS:

The Parcel Map (PM) 37788 is a subdivision of 17.85 acres into 11.64 acres for commercial purposes and 6.21 acres of open space and is associated with a 21.7-acre commercial center known as Bedford Marketplace located within Planning Area (PA) 11 of the Arantine Hills Specific Plan. The project is located south of Eagle Glen Parkway and west of Interstate 15, as shown on Exhibit "A." The Bedford Marketplace consists of a 10-acre parcel on the western half created under the master subdivision tract map for Arantine Hills, Lot 8 of Tract Map (TM) 36294, and 17.85 acres on the eastern half from PM 37788. The project proposes to construct 134,378 square-foot of commercial/retail building area and a 135-room hotel as well as open space slopes and a water quality basin on PA 11 and 12A of the Arantine Hills Specific Plan.

On July 1, 2020, the owner, Bedford Marketplace, LLC, entered into a Grading Agreement with the City for the soil import and rough grading of the area located within PM 37788 and Lot 8 of TM 36294, in preparation for the future development. This work is nearly complete, and the owner is now preparing to precise grade the site, and construct sewer, water, and storm drain facilities to support the proposed development. In compliance with Grading Ordinance No. 2568, the owner will enter into a Grading Agreement with the City and post sufficient securities to guarantee the precise

grading and erosion control associated with this project. The grading design conforms to the Grading Ordinance and is consistent with sound engineering standards and practices. The elevation design minimizes significant height and slope differentials from surrounding properties, while maintaining the City's obligation to protect the health and safety of citizens and property. A cash deposit has been posted to guarantee erosion control facilities, which will be constructed and be maintained until the project is completed.

Separate securities will be posted at this time for construction of public sewer, water, and storm drain facilities to support the proposed development.

In accordance with the Subdivision Map Act, the owner will also enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments as specified by PM 37788.

Securities have been posted as detailed below:

Project No.	Plan	Security No.	Faithful Performance	Labor and Materials
PWGR2020-0013	DWG#20-014P Precise Grading Erosion Control	POA1003193 Cash Receipt (R23364)	\$1,544,994.00 \$8,465.00	N/A
PWIM2020-0011	DWG#20-014D Storm Drain	POA1003194	\$2,065,586.00	\$1,027,793.00
PWIM2020-0012	DWG#20-014U Utilities - Sewer and Water	POA1003195	\$1,759,758.00	\$879,879.00
PWLE2020-0003	Survey Monumentation	Cash Receipt (R23378)	\$22,000.00	N/A

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All applicable fees have been paid by the developer for this phase of the project.

ENVIRONMENTAL ANALYSIS:

Per Section 15378 of the State Guidelines for implementing the California Environmental Quality Act (CEQA), the subject action herein merely approves agreements that provide security to guarantee completion of improvements, an action which does not constitute a project pursuant to CEQA, and therefore is exempt from further environmental analysis. Furthermore, the action is an implementation step and within the scope of prior CEQA documentation that pertained programmatically to the overall Arantine Hills Project including an Environmental Impact Report (EIR)

that was certified pursuant to CEQA Sections 15162 and 15163 of the State Guidelines for Implementing CEQA in 2012 and the Supplemental Environmental Impact Report adopted on May 19, 2016. An Addendum to the EIR was adopted by the City Council in December 2018 for a second amendment to the specific plan to annex approximately 32 acres into the Arantine Hills Specific Plan (AHSP). Another Addendum to the EIR was adopted by City Council on May 20, 2020 for a third amendment to the specific plan to increase the size of the commercial center located on PA 11 by 11.64 acres and the amount of commercial use from 80,000 square-feet to 134,378 square-feet plus a 135-room hotel. The Modified Project would also add approximately 6.21 acres of Open Space to the AHSP within new PA 12A. PM 37788 is wholly consistent with and will implement the approved specific plan. Therefore, no further environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

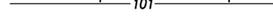
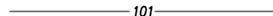
Attachments:

1. Exhibit A - Location Map
2. Exhibit B - Agreements

Owner: Bedford Marketplace, LLC
5780 Fleet Street, Suite 225
Carlsbad, CA 92008
Attn: James P. Previti
(760) 268-9381

Engineer: Hunsaker & Associates
2900 Adams Street
Suite A-15
Riverside, CA 92504

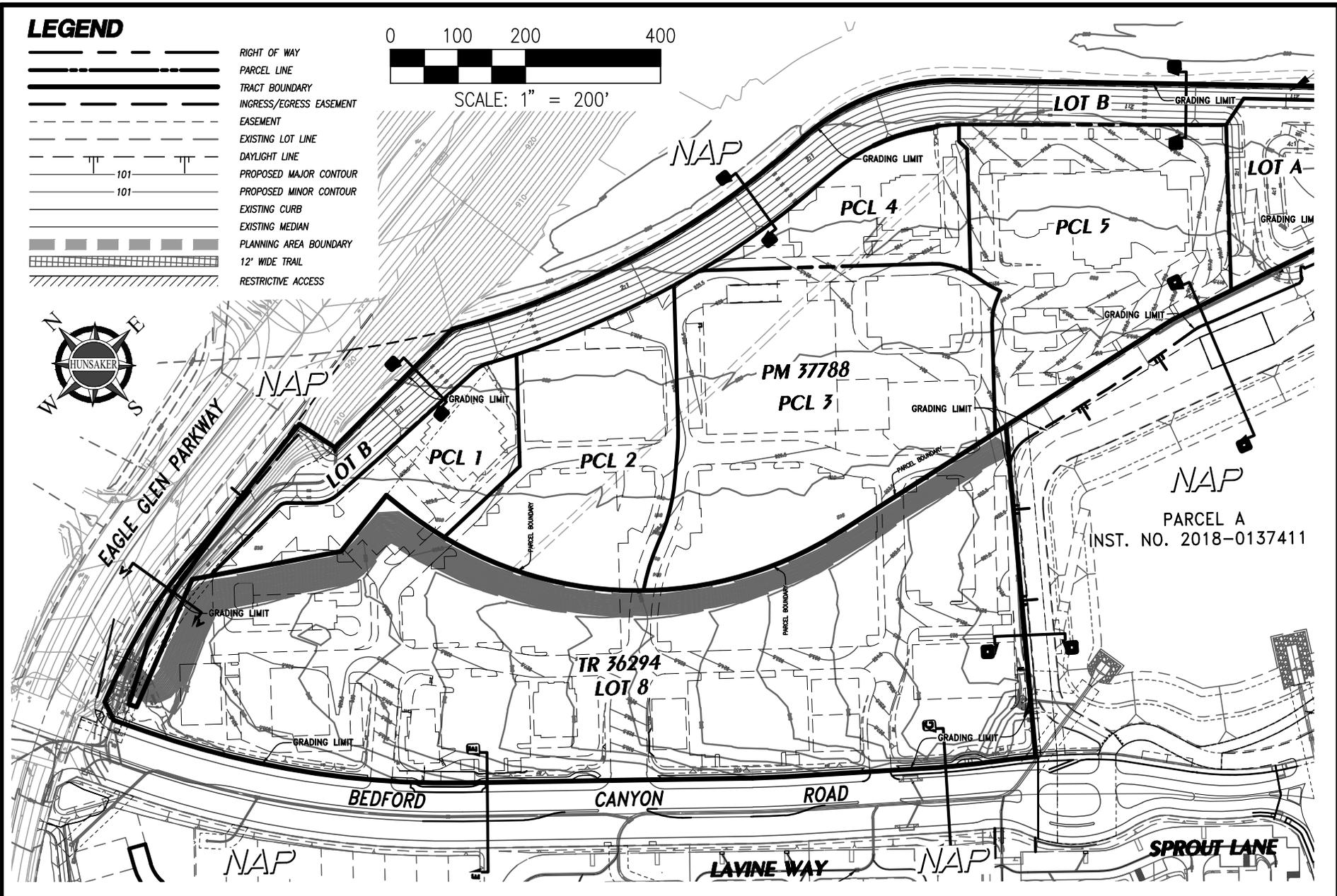
LEGEND

-  RIGHT OF WAY
-  PARCEL LINE
-  TRACT BOUNDARY
-  INGRESS/EGRESS EASEMENT
-  EASEMENT
-  EXISTING LOT LINE
-  DAYLIGHT LINE
-  PROPOSED MAJOR CONTOUR
-  PROPOSED MINOR CONTOUR
-  EXISTING CURB
-  EXISTING MEDIAN
-  PLANNING AREA BOUNDARY
-  12' WIDE TRAIL
-  RESTRICTIVE ACCESS

0 100 200 400



SCALE: 1" = 200'



PREPARED FOR:
BEDFORD MARKET PLACE, LLC
85 ENTERPRISE, SUITE 450
ALISO VIEJO, CA 92656
(949) 382-2766

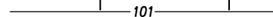
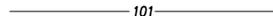
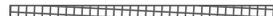
OWNER:
GUARDIAN CAPITAL
5780 FLEET STREET, SUITE 225
CARLSBAD, CA 92008
(760) 780-7167

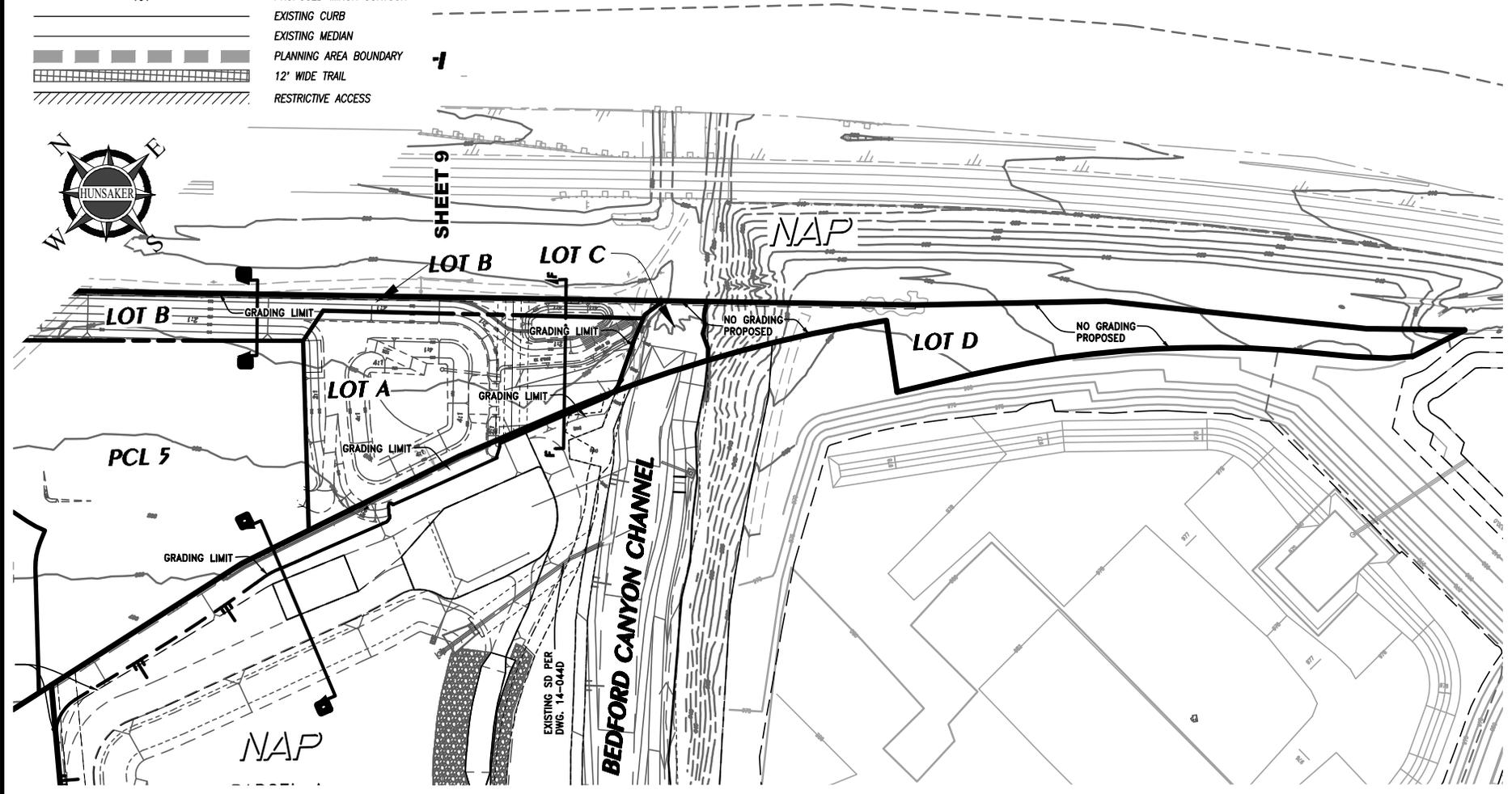
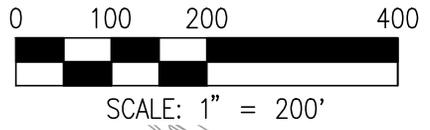
PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "A"
PARCEL MAP NO. 37788
FOR COMMERCIAL PURPOSES
City of Corona

SHEET
1 OF 2

LEGEND

-  RIGHT OF WAY
-  PARCEL LINE
-  TRACT BOUNDARY
-  INGRESS/EGRESS EASEMENT
-  EASEMENT
-  EXISTING LOT LINE
-  DAYLIGHT LINE
-  PROPOSED MAJOR CONTOUR
-  PROPOSED MINOR CONTOUR
-  EXISTING CURB
-  EXISTING MEDIAN
-  PLANNING AREA BOUNDARY
-  12' WIDE TRAIL
-  RESTRICTIVE ACCESS



PREPARED FOR: BEDFORD MARKET PLACE, LLC 85 ENTERPRISE, SUITE 450 ALISO VIEJO, CA 92656 (949) 382-2766	OWNER: GUARDIAN CAPITAL 5780 FLEET STREET, SUITE 225 CARLSBAD, CA 92008 (760) 780-7167	PREPARED BY:  HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759	EXHIBIT "A" PARCEL MAP NO. 37788 FOR COMMERCIAL PURPOSES City of Corona	SHEET 2 OF 2
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**AGREEMENT FOR SURVEY MONUMENTATION
FOR PARCEL MAP 37788**

This Agreement is entered into as of this **16th day of September, 2020**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **BEDFORD MARKETPLACE, LLC, a Delaware limited liability company**, with its principal office located at **c/o GUARDIAN COMMERCIAL REAL ESTATE, L.P., a California limited partnership, 5780 Fleet Street, Suite 225, Carlsbad, CA 92008** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Parcel Map 37788** (hereinafter referred to as **Parcel Map 37788 map**) has submitted to the City for its approval and subsequent recordation a map prepared by **Hunsaker & Associates, Inc.**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **Parcel Map 37788** prior to having interior monuments set for said **Parcel Map 37788 Map**, and in consideration has instructed to certify on said **Parcel Map 37788 Map** that monuments will be set within **ONE YEAR** after recordation of **Parcel Map 37788 Map**. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Twenty-Two Thousand Dollars and No Cents (\$22,000.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

**City of Corona
Public Works Dept.
400 S. Vicentia Avenue
Corona, California 92882**

DEVELOPER:

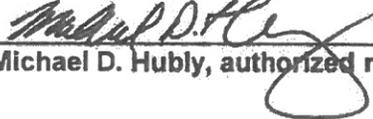
**Bedford Marketplace, LLC
c/o Guardian Commercial Real Estate, L.P.
5780 Fleet Street, Suite 225
Carlsbad, CA 92008**

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject

matter hereof, and supersedes all prior negotiations, understandings, or agreements, either in writing or oral, express, or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**BEDFORD MARKETPLACE, LLC,
a Delaware limited liability company**

**By: GUARDIAN COMMERCIAL REAL ESTATE, L.P.,
a California limited partnership
Its Sole Member and Manager**

By: 
Michael D. Hubly, authorized representative

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

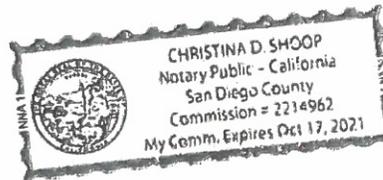
State of California }
 }
County of San Diego }

On September 3, 2020 before me Christina D. Shoop, Notary Public, personally appeared Michael D. Hubly, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~ ~~her~~ ~~their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christina D. Shoop
Notary Public Signature



Notary Public Seal

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Parcel "A":

That portion of Parcel "B" of that certain Lot Line Adjustment No. 4132, in the City of Corona, County of Riverside, State of California, recorded August 20, 1999 as Instrument No. 373743 of Official Records of said County, also being Parcel 1 of the Grant Deed to Corona Investment Properties recorded January 20, 2006 as Instrument No. 2006-0045884 of Official Records of said County, together with that portion of Lot 1 of Exclusion Map of all the lands from Coronita Tract No. 3, in the City of Corona, County of Riverside, State of California, as per certified copy of decree recorded November 4, 1960 as Instrument No. 95289 of Official Records of Riverside County, California, in Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

Commencing at the Southwesterly terminus of that certain course along the Northwesterly line of said Parcel "B", described as having a bearing and distance of North 61° 16' 05" East 341.50 feet in said Lot Line Adjustment No. 4132;

Thence along said Northwesterly line North 61° 17' 34" East 245.00 feet to the True Point of Beginning;

Thence leaving said Southeasterly line South 26° 59' 16" East 12.29 feet;

Thence North 67° 27' 18" East 205.85 feet;

Thence South 56° 39' 32" East 224.83 feet;

Thence North 82° 46' 44" East 106.42 feet;

Thence South 07° 14' 24" East 28.96 feet to the beginning of a tangent curve concave Northeasterly having a radius of 558.00 feet;

Thence Southeasterly along said curve through a central angle of 71° 19' 04" a distance of 694.56 feet;

Thence tangent from said curve South 78° 33' 28" East 548.41 feet;

Thence South 72° 18' 27" East 313.47 feet;

Thence South 68° 59' 28" East 148.42 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1739.00 feet;

Thence Southeasterly along said curve through a central angle of 14° 17' 45" a distance of 433.90 feet;

Thence along a radial line to last said curve South 35° 18' 17" West 93.91 feet;

Thence South 59° 15' 51" East 93.28 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1370.00 feet;

Thence Southeasterly along said curve through a central angle of 18° 58' 24" a distance of 453.67 feet;

Thence tangent from said curve South 40° 17' 27" East 51.74 feet;

Thence South 43° 25' 55" East 45.22 feet;

Thence South 51° 03' 22" East 30.00 feet;

Thence South 72° 58' 16" East 75.10 feet to a point in the Southwesterly line of the land conveyed to the State of California for Freeway purposes, by Final Order of Condemnation recorded August 20, 1966 as Instrument No. 93858 of Official Records of said County;

Thence along said Southwesterly line the following six (6) courses:

1. North 45° 17' 15" West 127.67 feet;
2. Thence North 39° 56' 41" West 338.57 feet;
3. Thence North 47° 15' 36" West 247.02 feet;
4. Thence North 45° 04' 39" West 1190.49 feet to the beginning of a tangent curve concave Southwesterly having a radius of 335.00 feet;
5. Thence Northwesterly and Westerly along said curve through a central angle of a distance of 252.00 feet to the beginning of a reverse curve concave Northeasterly having a radius of 1255.00 feet, a radial bearing to said point bears South 01° 49' 18" West;
6. Thence Westerly and Northwesterly along said curve through a central angle of 34° 13' 40" a distance of 749.72 feet to the Northerly line of said Parcel "B";

Thence along the Northerly and Northwesterly lines of said Parcel "B" the following three (3) courses:

1. South 80° 17' 34" West 437.01 feet;
2. Thence South 70° 47' 34" West 90.17 feet;
3. Thence South 61° 17' 34" West 96.50 feet to the True Point of Beginning.

Excepting therefrom that certain parcel conveyed to the City of Corona, a California municipal corporation by a Grant Deed recorded March 2, 2017 as instrument no. 2017-0087513 of Official Records of Riverside County, California, more particularly described as follows:

For freeway purposes that portion of Parcel "A" of that certain Record of Survey, in the City of Corona, County of Riverside, State of California, recorded in Book 130, Pages 51 and 52 of Record of Surveys, in the office of the County Recorder of said county, described as follows:

Beginning at the southeasterly corner of Lot "D" of Parcel Map 30156 recorded in Book 203, Pages 23 thru 29 of Parcel Maps, in the Office of the County Recorder of said county, the corner being monumented with a 1.5 inch Iron Pipe, flush with the ground, tagged LS 4311, as shown on said Parcel Map 30156, said corner being the westerly Right of Way of Interstate 15 on a non-tangent curve, concave northeasterly, having a radius of 1255.17 feet, a radial to said point bears South 36°03'46" West;

Thence Southeasterly 154.41 feet along said curve, through a central angle of 07°02'54";
Thence South 88°49'03" West leaving said Right of Way of Interstate 15, a distance of 247.26 feet;

Thence North 12°28'43" West a distance of 62.73 feet;
Thence South 82°41'05" West a distance of 105.61 feet to a point in the southeasterly line of said Parcel "D";
Thence North 80°17'15" East a distance of 238.85 feet, along said southeasterly line, to the Point of Beginning.

Also excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al as reserved in Deed recorded November 13, 1986 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Number(s):

- 1: 279-240-033
- 2: 279-240-019

Lot 8 of Tract Map No. 36294, filed in Book 456, Pages 23 through 38, Inclusive of Maps, Records of Riverside County, State of California.

APN 279-240-021



Hunsaker & Associates
IRVINE, INC.
Inland Empire Region

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

August 24, 2020

IRVINE
LOS ANGELES
RIVERSIDE
SAN DIEGO

City of Corona
400 s. Vicentia Ave.
Corona, CA 92882

Attn: Michele Hindersinn

RE: City of Corona Parcel Map No. 37788, Bedford Market Place Survey
Monumentation Estimate for Bond.



Dear Mrs. Hindersinn:

The cost of monumentation for Bedford Market Place will be \$22,000.00.
Thank you.

Truly,

PRINCIPALS:
DAVID FRATTONI
FRED GRAYLEE
BRADLEY HAY
PAUL HUDDLESTON
KAMAL H. KARAM
DOUGLAS L. STALEY
KRIS WEBER
JOSEPH E. WIGHTMAN



8-24-2020

Brad Karmann
Hunsaker & Associates, Inc.
Inland Empire Division

Date

FOUNDING PARTNERS:
RICHARD HUNSAKER
TOM R. McGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

2900 Adams Street
Suite A-15
Riverside, California 92504
(951) 352-7200 PH
(951) 352-8269 FX
www.hunsaker.com



Cash Register Receipt
City of Corona

Receipt Number
R23378

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2020-0003 Address: PM37788 BEDFORD MARKETPLACE APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$22,000.00
TOTAL FEES PAID BY RECEIPT: R23378			\$22,000.00

Date Paid: Thursday, September 03, 2020

Paid By: GLEN POWLES

Cashier: KAVV

Pay Method: CREDIT CARD 358795132

**AGREEMENT FOR PRECISE GRADING, EROSION CONTROL, AND DRAINAGE
IMPROVEMENTS FOR PARCEL MAP 37788 – BEDFORD MARKETPLACE –
DWG.# 20-014P – (PWGR2020-0013)**

This Agreement is entered into as of this **16th day of September, 2020**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **BEDFORD MARKETPLACE, LLC, a Delaware limited liability company**, with its principal offices located at, **c/o GUARDIAN COMMERCIAL REAL ESTATE, L.P., a California limited partnership, 5780 Fleet Street, Suite 225, Carlsbad, CA 92008**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 37788** (hereinafter referred to as "Project") has submitted to the City for its approval grading, erosion control and drainage plans (hereinafter referred to as "Plans") completed in accordance with Chapter 15.36 of the City of Corona Municipal Code or as required by conditions of approval for Project. Developer desires to commence grading, erosion control and drainage improvements an estimate of which is listed in "Exhibit A" attached hereto and made a part hereof (hereinafter referred to as the "Grading Work") The Grading Work listed in Exhibit "A" is understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and completed as shown on approved Plans. If during the course of Grading Work, it is determined that alterations from the approved Plans are necessary, the Developer shall undertake such design and construction changes as may be reasonably required by City at Developers own expense.

SECOND: Developer and City desire to enter into this Agreement for the completion of the Grading Work and the furnishing of security for the performance of this Agreement in accordance with the City Ordinances and the conditions of approval for Project.

THIRD: Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **One Million Five Hundred Forty-Four Thousand Nine Hundred Ninety-Four Dollars and No Cents (\$1,544,994.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost of the Grading Work changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement, the Grading Work, or the plans shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration, or addition to the terms of this Agreement, the Grading Work, or the plans.

FOURTH: Developer shall complete or have completed at its own cost and expense all Grading Work and other associated improvements required by the City as part of the approval of Project within 18 months from the date of this agreement. The City may, either before or after the expiration of the time provided herein and in its sole and absolute discretion, provide Developer with additional time within which to complete the Grading Work and Improvements. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppels, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Grading Work was to have been completed hereunder.

FIFTH: Developer and its contractors, if any, shall perform all work necessary to complete the Grading Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

SIXTH: If Grading Work or construction of any Improvements has commenced prior to execution of this Agreement, Developer shall warranty that the Grading Work and Improvements is in compliance with the approved Plans and with this Agreement. If found not to be in compliance with the approved Plans or this Agreement, Developer shall remove and repair at Developers sole expense such Grading Work and Improvements to the satisfaction of the City.

SEVENTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default or complete the Grading Work and Improvements. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Work and Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

EIGHTH: City shall not be responsible or liable for the maintenance or care of any Grading Work or Improvements. Developer shall maintain all of the Grading Work and Improvements in a state of good repair until they are completed by Developer and approved by City, and until the security for the performance of this Agreement is released. If Developer fails to properly maintain the Grading Work and Improvements, City may do all necessary work and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Grading Work and Improvements or their condition. Developer shall be responsible for maintaining all Grading Work and Improvements including onsite drainage improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City. Upon completion of any public drainage improvements by Developer and approval and acceptance by City, twenty-five percent (25%) of the original face value of the surety shall continue in full force and effect for the purpose of guaranteeing repair of defective workmanship and materials of the Improvements for the one (1) year period.

NINTH: Developer agrees that any and all Grading Work done or to be done in conjunction with the Project shall conform to all state and local laws, ordinances, regulations, and other requirements, including City's Grading Ordinance. In order to prevent damage to Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the above time schedule and prior to City's approval and release of surety. If City determines that there is a violation of applicable federal, state, or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

TENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or willful misconduct

ELEVENTH: If Developer fails to complete all or any part of the Grading Work required by this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

TWELVETH: Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts and in a form and from insurers satisfactory to the City. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

THIRTEENTH: Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

FOURTEENTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

**City of Corona
Public Works Dept.
400 South Vicentia Avenue
Corona, CA 92882**

DEVELOPER:

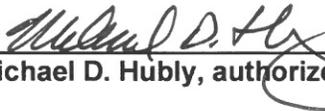
**Bedford Marketplace, LLC
c/o Guardian Commercial Real Estate, L.P.
5780 Fleet Street, Suite 225
Carlsbad, CA 92008**

FIFTHTEENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, written or oral, express, or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

SIXTEENTH: This Agreement shall be binding on the successors and assigns of the parties

**BEDFORD MARKETPLACE, LLC,
a Delaware limited liability company**

**By: GUARDIAN COMMERCIAL REAL ESTATE, L.P.,
a California limited partnership
Its Sole Member and Manager**

By: 
Michael D. Hubly, authorized representative

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }

On September 2, 2020 before me Christina D. Shoop, Notary Public, personally appeared Michael D. Hubly, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(~~ies~~), and that by ~~his~~her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christina D Shoop
Notary Public Signature



Notary Public Seal

EXHIBIT "A"
LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading	\$1,544,994.00
Erosion Control	\$8,465.00

BOND ESTIMATE SHEET

(Use for Grading Work, Erosion Control, or Survey & Monumentation Bond Only)

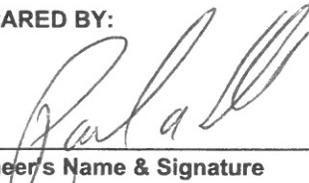
Project: Bedford Marketplace - Precise Grade
 Location: Eagle Glen Parkway and Bedford Canyon Road
 DWG No: 20-014P

	<u>Construction Cost</u> (See Note 1)	<u>Bond Estimate</u> (Round up to nearest \$100)
1 GRADING SECURITY		
(a) Grading Work, see Note 2	<u>\$5,037,114.00</u>	<u>\$1,511,134.00</u>
(b) Erosion Control, See Note 3	<u>\$33,860.00</u>	<u>\$33,860.00</u>
TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, & 6)		<u>\$1,544,994.00</u>
EROSION CONTROL CASH BOND (See Note 5)		<u>\$8,465.00</u>
2 SURVEY & MONUMENTATION BOND		
Attach Engineer's or PLS letter of Monumentation Cost, signed & stamped by the Engineer or PLS. (Bond at 100%)		

NOTES:

- All construction cost estimates should be attached to this form
- Grading Bond Estimate shall be calculated at 30% of the grading construction cost, but not less than \$2500
- Security for erosion control shall be 100% of the erosion control cost, but not less than \$2500
For Erosion Control cost exceeding \$2500, a minimum of 25% shall be in cash and not less than \$2500; the remainder may be added to the grading bond.
- A maximum of 75% of the erosion control cost *may* be added to the grading bond, when applicable
- A minimum of 25% of the erosion control cost shall be posted in cash, but not less than \$2500
- Sum of 30% of 1(a) & 75% max of 1(b), *only when applicable per above*.
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds or fees should be made until you receive the City's completed Bond and Fee Letter.
- A current title report shall be submitted for bonding purposes.**

PREPARED BY:



 Engineer's Name & Signature

Huddleston Design

 Company

951-501-7031 phuddleston@huddleston.com

 Tel No/Email

huddleston.com



9/3/20
 WET STAMP & DATE

QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS March 2018

Project #: Bedford Market Place - Precise Grading ~~2018~~ - 20-014P

Location: Intersection of Bedford Canyon Road and Cajalco, West of 15 Fwy

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00	15	\$ 90,000.00
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 90,000.00

Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF		480683	\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	12017	\$ 2,283,230.00
Base (sf x depth / 27)	CY	\$110.00	8902	\$ 979,220.00
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 3,262,450.00

Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00	14028	\$ 490,980.00
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00	4472	\$ 187,824.00
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -

D/W Approach, Complete	EA	\$6,000.00		\$	-
D/W Approach, 6"	SF	\$28.00		\$	-
D/W Approach, 8"	SF	\$28.00		\$	-
Pavement, 6"	SF	\$13.00		\$	-
Pavement, 8"	SF	\$15.00		\$	-
Sidewalk, 4"	SF	\$13.00	38290	\$	497,770.00
V-Gutter	SF	\$38.00	5580	\$	212,040.00
W/C Ramp	EA	\$3,800.00	54	\$	205,200.00
W/C Ramp	SF	\$30.00		\$	-
concrete stepout	SF	\$13.00	4450	\$	57,850.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	1,651,664.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00		\$	-
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10,000.00		\$	-
Grate Inlet, 12" x 12"	EA	\$500.00		\$	-
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$	-
Headwalls, Gravity Type	EA	\$5,000.00		\$	-
Headwalls, Wing Type	EA	\$9,000.00		\$	-
Inlet Apron	EA	\$3,000.00	11	\$	33,000.00
Junction Structure	EA	\$10,000.00		\$	-
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00		\$	-
Pipe, 18" RCP	LF	\$159.00		\$	-
Pipe, 24" RCP	LF	\$201.00		\$	-
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-
Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	Ton	\$125.00		\$	-

Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	33,000.00

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-
St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1 1/2				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
SUBTOTAL				\$	-

Walls

Retaining Walls	SF	\$15.00		\$	-
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$	-
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00		\$	-
Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-

Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	-
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	-
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Sewer

Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Water

Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-
Valve, 16"	EA	\$7,500.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00	\$	-
Fire Hydrant, 6"	EA	\$4,900.00	\$	-
Fire Service, 6"	EA	\$12,000.00	\$	-
Fire Service, 8"	EA	\$20,000.00	\$	-
Fire Service 10"	EA	\$30,000.00	\$	-
Hot Tap, 8"	EA	\$3,550.00	\$	-
Hot Tap, 10"	EA	\$3,900.00	\$	-
Hot Tap, 12"	EA	\$4,750.00	\$	-
Service, 1"	EA	\$2,500.00	\$	-
Service, 2"	EA	\$3,400.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
SUBTOTAL			\$	-

TOTAL COST \$ **5,037,114.00**

PREPARED BY:

Paul R. Huddleston

 Engineer's Name & Signature



WET STAMP & DATE

Hunsaker Assoc.

 Company
951-509-7031 phuddleston@hunsaker.com

 Tel No/Email



Cash Register Receipt

City of Corona

Receipt Number
R23340

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2020-0013 Address: PM37788 BEDFORD MARKETPLACE APN:			
FAITHFUL PERFORMANCE BOND – GRADING	11000000 22002	ORIGINAL	\$1,544,994.00
TOTAL FEES PAID BY RECEIPT: R23340			\$1,544,994.00

Date Paid: Tuesday, September 01, 2020

Paid By: BEDFORD MARKETPLACE, LLC

Cashier: ACIS

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R23364

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2020-0013 Address: PM37788 BEDFORD MARKETPLACE APN:			
EROSION CONTROL BOND	11000000 22002	ORIGINAL	\$8,465.00
TOTAL FEES PAID BY RECEIPT: R23364			\$8,465.00

Date Paid: Wednesday, September 02, 2020

Paid By: GLEN POWLES

Cashier: MLEY

Pay Method: CREDIT CARD 358538148

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PARCEL MAP 37788 –
BEDFORD MARKETPLACE – STORM DRAIN –DWG.# 20-014D – (PWIM2020-0011)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **16th day of September, 2020**, by and between the City of Corona, a municipal corporation (hereinafter referred to as “City”), and **BEDFORD MARKETPLACE, LLC, a Delaware limited liability company**, with its principal offices located at, **c/o GUARDIAN COMMERCIAL REAL ESTATE, L.P., a California limited partnership, 5780 Fleet Street, Suite 225, Carlsbad, CA 92008**, (hereinafter referred to as “Developer”).

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 37788** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Two Million Fifty-Five Thousand Five Hundred Eighty-Six Dollars and No Cents (\$2,055,586.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit “B” if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:

The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

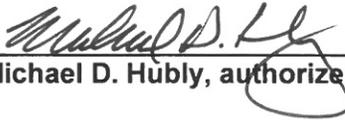
Developer:

Bedford Marketplace, LLC
c/o Guardian Commercial Real Estate, L.P.
5780 Fleet Street, Suite 225
Carlsbad, CA 92008

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

**BEDFORD MARKETPLACE, LLC,
a Delaware limited liability company**

**By: GUARDIAN COMMERCIAL REAL ESTATE, L.P.,
a California limited partnership
Its Sole Member and Manager**

By: 
Michael D. Hubly, authorized representative

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS
ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK, COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

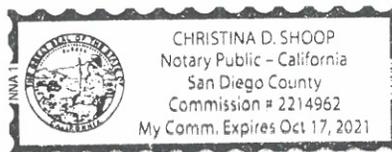
State of California }
County of San Diego }

On September 2, 2020 before me Christina D. Shoop, Notary Public, personally appeared Michael D. Hubly, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is(~~are~~) subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(~~ies~~), and that by ~~his~~/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christina D. Shoop
Notary Public Signature



Notary Public Seal

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Parcel "A":

That portion of Parcel "B" of that certain Lot Line Adjustment No. 4132, in the City of Corona, County of Riverside, State of California, recorded August 20, 1999 as Instrument No. 373743 of Official Records of said County, also being Parcel 1 of the Grant Deed to Corona Investment Properties recorded January 20, 2006 as Instrument No. 2006-0045884 of Official Records of said County, together with that portion of Lot 1 of Exclusion Map of all the lands from Coronita Tract No. 3, in the City of Corona, County of Riverside, State of California, as per certified copy of decree recorded November 4, 1960 as Instrument No. 95289 of Official Records of Riverside County, California, in Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

Commencing at the Southwesterly terminus of that certain course along the Northwesterly line of said Parcel "B", described as having a bearing and distance of North 61° 16' 05" East 341.50 feet in said Lot Line Adjustment No. 4132;

Thence along said Northwesterly line North 61° 17' 34" East 245.00 feet to the True Point of Beginning;

Thence leaving said Southeasterly line South 26° 59' 16" East 12.29 feet;

Thence North 67° 27' 18" East 205.85 feet;

Thence South 56° 39' 32" East 224.83 feet;

Thence North 82° 46' 44" East 106.42 feet;

Thence South 07° 14' 24" East 28.96 feet to the beginning of a tangent curve concave Northeasterly having a radius of 558.00 feet;

Thence Southeasterly along said curve through a central angle of 71° 19' 04" a distance of 694.56 feet;

Thence tangent from said curve South 78° 33' 28" East 548.41 feet;

Thence South 72° 18' 27" East 313.47 feet;

Thence South 68° 59' 28" East 148.42 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1739.00 feet;

Thence Southeasterly along said curve through a central angle of 14° 17' 45" a distance of 433.90 feet;

Thence along a radial line to last said curve South 35° 18' 17" West 93.91 feet;

Thence South 59° 15' 51" East 93.28 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1370.00 feet;

Thence Southeasterly along said curve through a central angle of 18° 58' 24" a distance of 453.67 feet;

Thence tangent from said curve South 40° 17' 27" East 51.74 feet;

Thence South 43° 25' 55" East 45.22 feet;

Thence South 51° 03' 22" East 30.00 feet;

Thence South 72° 58' 16" East 75.10 feet to a point in the Southwesterly line of the land conveyed to the State of California for Freeway purposes, by Final Order of Condemnation recorded August 20, 1966 as Instrument No. 93858 of Official Records of said County;

Thence along said Southwesterly line the following six (6) courses:

1. North 45° 17' 15" West 127.67 feet;
2. Thence North 39° 56' 41" West 338.57 feet;
3. Thence North 47° 15' 36" West 247.02 feet;
4. Thence North 45° 04' 39" West 1190.49 feet to the beginning of a tangent curve concave Southwesterly having a radius of 335.00 feet;
5. Thence Northwesterly and Westerly along said curve through a central angle of a distance of 252.00 feet to the beginning of a reverse curve concave Northeasterly having a radius of 1255.00 feet, a radial bearing to said point bears South 01° 49' 18" West;
6. Thence Westerly and Northwesterly along said curve through a central angle of 34° 13' 40" a distance of 749.72 feet to the Northerly line of said Parcel "B";

Thence along the Northerly and Northwesterly lines of said Parcel "B" the following three (3) courses:

1. South 80° 17' 34" West 437.01 feet;
2. Thence South 70° 47' 34" West 90.17 feet;
3. Thence South 61° 17' 34" West 96.50 feet to the True Point of Beginning.

Excepting therefrom that certain parcel conveyed to the City of Corona, a California municipal corporation by a Grant Deed recorded March 2, 2017 as instrument no. 2017-0087513 of Official Records of Riverside County, California, more particularly described as follows:

For freeway purposes that portion of Parcel "A" of that certain Record of Survey, in the City of Corona, County of Riverside, State of California, recorded in Book 130, Pages 51 and 52 of Record of Surveys, in the office of the County Recorder of said county, described as follows:

Beginning at the southeasterly corner of Lot "D" of Parcel Map 30156 recorded in Book 203, Pages 23 thru 29 of Parcel Maps, in the Office of the County Recorder of said county, the corner being monumented with a 1.5 inch Iron Pipe, flush with the ground, tagged LS 4311, as shown on said Parcel Map 30156, said corner being the westerly Right of Way of Interstate 15 on a non-tangent curve, concave northeasterly, having a radius of 1255.17 feet, a radial to said point bears South 36°03'46" West;

Thence Southeasterly 154.41 feet along said curve, through a central angle of 07°02'54";
Thence South 88°49'03" West leaving said Right of Way of Interstate 15, a distance of 247.26 feet;

Thence North 12°28'43" West a distance of 62.73 feet;
Thence South 82°41'05" West a distance of 105.61 feet to a point in the southeasterly line of said Parcel "D";
Thence North 80°17'15" East a distance of 238.85 feet, along said southeasterly line, to the Point of Beginning.

Also excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al as reserved in Deed recorded November 13, 1986 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

- 1: 279-240-033
- 2: 279-240-019

Lot 8 of Tract Map No. 36294, filed in Book 456, Pages 23 through 38, Inclusive of Maps, Records of Riverside County, State of California.

APN 279-240-021

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$2,055,586.00
Labor and Material	\$1,027,793.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Bedford Marketplace - Storm Drain
 Location: Eagle Glen Parkway and Bedford Canyon Road
 DWG No: 20-014D

DATE: 7/26/2020

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials
			Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	_____	_____	_____
2 Master-Planned R/W (Public) Improvements	_____	_____	_____
3 Interim Improvements (not including Grading Work)	_____	_____	_____
4 On-Site Public Improvements	\$1,581,220.00	\$2,055,586.00	\$1,027,793.00
5 On-site Non-public Improvements	_____	_____	_____
6 Additional Bond Improvements (beyond typical)	_____	_____	_____

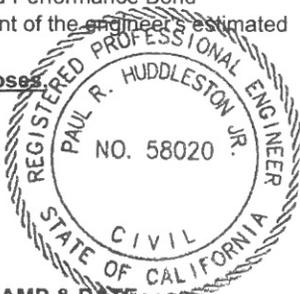
NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes**

PREPARED BY:

Paul R. Huddleston Jr.

 Engineer's Name & Signature



WET STAMP & DATE

9/3/20

HUNSAKER ASSOC.

 Company

951-509-3711 phuddleston@hunsaker.com

 Tel No/Email

QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018

Project #: Bedford Market Place - Storm Drain 20-014D

Location: Intersection of Bedford Canyon Road and Cajalco, West of 15 Fwy

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm	LF	\$8.00		\$
AC Pavement	SF	\$3.00		\$
Curb Only	LF	\$10.00		\$
Curb & Gutter	LF	\$16.00		\$
D/W Approach	SF	\$13.00		\$
Sidewalk	SF	\$8.00		\$
W/C Ramp	SF	\$8.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$
Pull Boxes	EA	\$500.00		\$
Street Light	EA	\$6,000.00		\$
Street Sign	EA	\$400.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Asphalt				
AC Berm 6"	LF	\$35.00		\$
AC Berm 8"	LF	\$38.00		\$
AC Fogseal	SY	\$5.00		\$
AC Overlay	SY	\$8.00		\$
AC Pavement	SF			\$
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$
Base (sf x depth / 27)	CY	\$110.00		\$
Fogseal	SY	\$5.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$
Curb Only 6"	LF	\$35.00		\$
Curb Only 8"	LF	\$39.00		\$
Curb & Gutter 6"	LF	\$42.00		\$
Curb & Gutter 8"	LF	\$44.00		\$
Cross Gutter & Spandrel	SF	\$29.00		\$
D/W Approach, Complete	EA	\$6,000.00		\$
D/W Approach, 6"	SF	\$28.00		\$
D/W Approach, 8"	SF	\$30.00		\$
Pavement, 6"	SF	\$13.00		\$
Pavement, 8"	SF	\$15.00		\$

Sidewalk, 4"	SF	\$13.00		\$
V-Gutter	SF	\$38.00		\$
W/C Ramp	EA	\$3,800.00		\$
W/C Ramp	SF	\$30.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
SUBTOTAL				\$

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catch Basin, W<8'	EA	\$7,000.00	19	\$	133,000.00
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00		\$	-
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10,000.00		\$	-
Grate Inlet, 12" x 12"	EA	\$500.00		\$	-
Grate Inlet, 24" x 24"(JENSEN 1616)	EA	\$1,300.00	4	\$	5,200.00
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$	-
Headwalls, Gravity Type (CONCRETE FLARED END)	EA	\$2,000.00	1	\$	2,000.00
Headwalls, Wing Type	EA	\$9,000.00	3	\$	27,000.00
Inlet Apron	EA	\$3,000.00	1	\$	3,000.00
Junction Structure	EA	\$10,000.00	21	\$	210,000.00
Manhole, H<8'	EA	\$6,000.00	16	\$	96,000.00
Manhole, H>8'	EA	\$8,000.00		\$	-
Pipe, 12" ADS HP STORM	LF	\$50.00	190	\$	9,500.00
Pipe, 18" RCP	LF	\$159.00	1050	\$	166,950.00
Pipe, 24" RCP	LF	\$201.00	2790	\$	560,790.00
Pipe, 30" RCP	LF	\$241.00	1190	\$	286,790.00
Pipe, 36" RCP	LF	\$280.00	275	\$	77,000.00
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-
Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	SF	\$10.00	50	\$	500.00
Rip-Rap, Grouted	Ton	\$75.00		\$	-
Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
Pipe, 12" ADS 30 BEND	EA	\$45.00	2	\$	90.00
ADS STORM END CAP	EA	\$200.00	2	\$	400.00
SPECIAL CONNECTION CB	EA	\$1,500.00	2	\$	3,000.00
SUBTOTAL				\$	1,581,220.00

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$
Pull Box No. 5	EA	\$700.00		\$
Service Point	EA	\$7,000.00		\$
St. Light, 501 - 1 only	EA	\$5,000.00		\$
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$
St. Light, 501 - 5+	EA	\$4,800.00		\$
St. Light, 502 - 1 only	EA	\$5,500.00		\$
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$
St. Light, 502 - 5+	EA	\$5,300.00		\$
St. Lt. Conduit, 1" Sch 80				\$
<500 LF	LF	\$12.00		\$
>500 LF	LF	\$10.00		\$
St. Lt. Conduit, 1 1/2				\$
<500 LF	LF	\$16.00		\$
>500 LF	LF	\$14.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$
Signal, Both+Intrconnect	LF	\$25.00		\$
Striping, 4" Sld wht/ylw	LF	\$0.50		\$
Striping, 8" Sld wht/ylw	LF	\$0.65		\$
Striping 12" Sld wht/ylw	LF	\$2.50		\$
Striping, Skip	LF	\$0.35		\$
Striping, Double	LF	\$0.75		\$
			SUBTOTAL	\$

Walls

Retaining Walls	SF	\$15.00		\$
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$
Water Lateral	EA	\$5,000.00		\$
Water Meter Installation	EA	\$2,500.00		\$
Paving Replacement, Trench	LF	\$16.00		\$
Pressure Reducing Station	EA	\$90,000.00		\$
Shoring for Trenches > 5' Deep	LF	\$17.00		\$
Street Name Signs	EA	\$500.00		\$
OTHER=				\$
			SUBTOTAL	\$

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$
Pipe, 4" VCP	LF	\$70.00		\$
Pipe, 6" VCP	LF	\$106.00		\$

Pipe, 8" VCP	LF	\$142.00		\$
Pipe, 10" VCP	LF	\$178.00		\$
Pipe, 12" VCP	LF	\$215.00		\$
Pipe, 15" VCP	LF	\$270.00		\$
Pipe, 4" DIP	LF	\$70.00		\$
Pipe, 6" DIP	LF	\$106.00		\$
Pipe, 8" DIP	LF	\$142.00		\$
Pipe, 10" DIP	LF	\$178.00		\$
Pipe, 12" DIP	LF	\$215.00		\$
Pipe, 15" DIP	LF	\$270.00		\$
			SUBTOTAL	\$

Miscellaneous Sewer				
Adjust Manhole	EA	\$2,000.00		\$
Clean Out	EA	\$2,000.00		\$
Saddle	EA	\$2,610.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Water				
Pipe, 4" DIP	LF	\$43.00		\$
Pipe, 6" DIP	LF	\$57.00		\$
Pipe, 8" DIP	LF	\$75.00		\$
Pipe, 10" DIP	LF	\$93.00		\$
Pipe, 12"DIP	LF	\$105.00		\$
Valve, 4"	EA	\$1,500.00		\$
Valve, 6"	EA	\$1,800.00		\$
Valve, 8"	EA	\$2,800.00		\$
Valve, 10"	EA	\$4,000.00		\$
Valve, 12"	EA	\$5,300.00		\$
Valve, 16"	EA	\$7,500.00		\$
			SUBTOTAL	\$

Miscellaneous Water				
Air & Vac, 1"	EA	\$2,700.00		\$
Fire Hydrant, 6"	EA	\$4,900.00		\$
Fire Service, 6"	EA	\$12,000.00		\$
Fire Service, 8"	EA	\$20,000.00		\$
Fire Service 10"	EA	\$30,000.00		\$
Hot Tap, 8"	EA	\$3,550.00		\$
Hot Tap, 10"	EA	\$3,900.00		\$
Hot Tap, 12"	EA	\$4,750.00		\$
Service, 1"	EA	\$2,500.00		\$
Service, 2"	EA	\$3,400.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

TOTAL COST \$ **1,581,220.00**

PREPARED BY:

Paul R. Huddleston

Engineer's Name & Signature

HUNSAKER & ASSOC.

Company

9511-509-7031 - phuddleston@

Tel No/Email

hunsaker.com

WET STAMP & DATE



9/3/20



Cash Register Receipt

City of Corona

Receipt Number
R23341

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0011 Address: PM37788 BEDFROD MARKETPLACE APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$2,055,586.00
TOTAL FEES PAID BY RECEIPT: R23341			\$2,055,586.00

Date Paid: Tuesday, September 01, 2020

Paid By: BEDFORD MARKETPLACE, LLC

Cashier: ACIS

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R23343

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0011 Address: PM37788 BEDFORD MARKETPLACE APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,027,793.00
TOTAL FEES PAID BY RECEIPT: R23343			\$1,027,793.00

Date Paid: Tuesday, September 01, 2020

Paid By: BEDFORD MARKETPLACE, LLC

Cashier: ACIS

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PARCEL MAP 37788 –
BEDFORD MARKETPLACE – SEWER AND WATER –DWG.# 20-014U – (PWIM2020-0012)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **16th day of September, 2020**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **BEDFORD MARKETPLACE, LLC, a Delaware limited liability company**, with its principal offices located at, **c/o GUARDIAN COMMERCIAL REAL ESTATE, L.P., a California limited partnership, 5780 Fleet Street, Suite 225, Carlsbad, CA 92008**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 37788** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **One Million Seven Hundred Fifty-Nine Thousand Seven Hundred Fifty-Eight Dollars and No Cents (\$1,759,758.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:

The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:

Bedford Marketplace, LLC
c/o Guardian Commercial Real Estate, L.P.
5780 Fleet Street, Suite 225
Carlsbad, CA 92008

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

**BEDFORD MARKETPLACE, LLC,
a Delaware limited liability company**

**By: GUARDIAN COMMERCIAL REAL ESTATE, L.P.,
a California limited partnership
Its Sole Member and Manager**

By: 
Michael D. Hubly, authorized representative

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS
ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK, COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

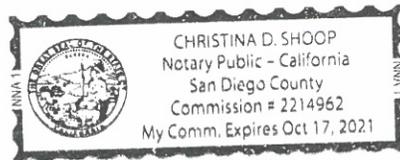
State of California }
County of San Diego }

On September 2, 2020 before me Christina D. Shoop, Notary Public, personally appeared Michael D. Hubly, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(~~ies~~), and that by ~~his~~/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christina D. Shoop
Notary Public Signature



Notary Public Seal

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Parcel "A":

That portion of Parcel "B" of that certain Lot Line Adjustment No. 4132, in the City of Corona, County of Riverside, State of California, recorded August 20, 1999 as Instrument No. 373743 of Official Records of said County, also being Parcel 1 of the Grant Deed to Corona Investment Properties recorded January 20, 2006 as Instrument No. 2006-0045884 of Official Records of said County, together with that portion of Lot 1 of Exclusion Map of all the lands from Coronita Tract No. 3, in the City of Corona, County of Riverside, State of California, as per certified copy of decree recorded November 4, 1960 as Instrument No. 95289 of Official Records of Riverside County, California, in Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

Commencing at the Southwesterly terminus of that certain course along the Northwesterly line of said Parcel "B", described as having a bearing and distance of North 61° 16' 05" East 341.50 feet in said Lot Line Adjustment No. 4132;

Thence along said Northwesterly line North 61° 17' 34" East 245.00 feet to the True Point of Beginning;

Thence leaving said Southeasterly line South 26° 59' 16" East 12.29 feet;

Thence North 67° 27' 18" East 205.85 feet;

Thence South 56° 39' 32" East 224.83 feet;

Thence North 82° 46' 44" East 106.42 feet;

Thence South 07° 14' 24" East 28.96 feet to the beginning of a tangent curve concave Northeasterly having a radius of 558.00 feet;

Thence Southeasterly along said curve through a central angle of 71° 19' 04" a distance of 694.56 feet;

Thence tangent from said curve South 78° 33' 28" East 548.41 feet;

Thence South 72° 18' 27" East 313.47 feet;

Thence South 68° 59' 28" East 148.42 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1739.00 feet;

Thence Southeasterly along said curve through a central angle of 14° 17' 45" a distance of 433.90 feet;

Thence along a radial line to last said curve South 35° 18' 17" West 93.91 feet;

Thence South 59° 15' 51" East 93.28 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1370.00 feet;

Thence Southeasterly along said curve through a central angle of 18° 58' 24" a distance of 453.67 feet;

Thence tangent from said curve South 40° 17' 27" East 51.74 feet;

Thence South 43° 25' 55" East 45.22 feet;

Thence South 51° 03' 22" East 30.00 feet;

Thence South 72° 58' 16" East 75.10 feet to a point in the Southwesterly line of the land conveyed to the State of California for Freeway purposes, by Final Order of Condemnation recorded August 20, 1966 as Instrument No. 93858 of Official Records of said County;

Thence along said Southwesterly line the following six (6) courses:

1. North 45° 17' 15" West 127.67 feet;
2. Thence North 39° 56' 41" West 338.57 feet;
3. Thence North 47° 15' 36" West 247.02 feet;
4. Thence North 45° 04' 39" West 1190.49 feet to the beginning of a tangent curve concave Southwesterly having a radius of 335.00 feet;
5. Thence Northwesterly and Westerly along said curve through a central angle of a distance of 252.00 feet to the beginning of a reverse curve concave Northeasterly having a radius of 1255.00 feet, a radial bearing to said point bears South 01° 49' 18" West;
6. Thence Westerly and Northwesterly along said curve through a central angle of 34° 13' 40" a distance of 749.72 feet to the Northerly line of said Parcel "B";

Thence along the Northerly and Northwesterly lines of said Parcel "B" the following three (3) courses:

1. South 80° 17' 34" West 437.01 feet;
2. Thence South 70° 47' 34" West 90.17 feet;
3. Thence South 61° 17' 34" West 96.50 feet to the True Point of Beginning.

Excepting therefrom that certain parcel conveyed to the City of Corona, a California municipal corporation by a Grant Deed recorded March 2, 2017 as instrument no. 2017-0087513 of Official Records of Riverside County, California, more particularly described as follows:

For freeway purposes that portion of Parcel "A" of that certain Record of Survey, in the City of Corona, County of Riverside, State of California, recorded in Book 130, Pages 51 and 52 of Record of Surveys, in the office of the County Recorder of said county, described as follows:

Beginning at the southeasterly corner of Lot "D" of Parcel Map 30156 recorded in Book 203, Pages 23 thru 29 of Parcel Maps, in the Office of the County Recorder of said county, the corner being monumented with a 1.5 inch Iron Pipe, flush with the ground, tagged LS 4311, as shown on said Parcel Map 30156, said corner being the westerly Right of Way of Interstate 15 on a non-tangent curve, concave northeasterly, having a radius of 1255.17 feet, a radial to said point bears South 36°03'46" West;

Thence Southeasterly 154.41 feet along said curve, through a central angle of 07°02'54";
Thence South 88°49'03" West leaving said Right of Way of Interstate 15, a distance of 247.26 feet;

Thence North 12°28'43" West a distance of 62.73 feet;
Thence South 82°41'05" West a distance of 105.61 feet to a point in the southeasterly line of said Parcel "D";
Thence North 80°17'15" East a distance of 238.85 feet, along said southeasterly line, to the Point of Beginning.

Also excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al as reserved in Deed recorded November 13, 1986 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Number(s):

- 1: 279-240-033
- 2: 279-240-019

Lot 8 of Tract Map No. 36294, filed in Book 456, Pages 23 through 38, Inclusive of Maps, Records of Riverside County, State of California.

APN 279-240-021

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$1,759,758.00
Labor and Material	\$879,879.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Bedford Marketplace - Sewer & Water
 Location: Eagle Glen Parkway and Bedford Canyon Road
 DWG No: 20-014U

DATE: 7/26/2020

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements	\$1,353,660.00	\$1,759,758.00	\$879,879.00
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

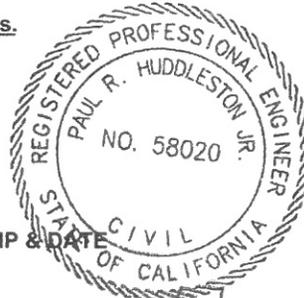
NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.**

PREPARED BY:

Paul R. Huddleston Jr.

 Engineer's Name & Signature



WET STAMP & DATE

HUNSAKER ASSOC.

 Company

951-509-7031 phuddleston@hunsaker.com

 Tel No/Email

QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS April 2020

Project #: Bedford Market Place - ~~Precise Grading~~ SEWER WATER ~~2019~~ 20-0141
Location: Intersection of Bedford Canyon Road and Cajalco, West of 15 Fwy

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -
Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -
Cross Gutter & Spandrel	SF	\$29.00		\$ -

D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00		\$ -
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00		\$ -
W/C Ramp concrete stepout	SF	\$30.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Conc. Lined	SF	\$13.00		\$ -
Channel, Open Conc. <24"	LF	\$150.00		\$ -
Channel, Open Conc. 27"-36"	LF	\$250.00		\$ -
Channel, Open Conc. 42"-72"	LF	\$500.00		\$ -
Collar, 45"-60"	EA	\$1,300.00		\$ -
Collar, >60"	EA	\$2,000.00		\$ -
Encasement	LF	\$65.00		\$ -
Energy Dissipater	LS	\$10,000.00		\$ -
Grate Inlet, 12" x 12"	EA	\$500.00		\$ -
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$5,000.00		\$ -
Headwalls, Wing Type	EA	\$9,000.00		\$ -
Inlet Apron	EA	\$3,000.00		\$ -
Junction Structure	EA	\$10,000.00		\$ -
Manhole, H<8'	EA	\$6,000.00		\$ -
Manhole, H>8'	EA	\$8,000.00		\$ -
Pipe, 18" RCP	LF	\$159.00		\$ -
Pipe, 24" RCP	LF	\$201.00		\$ -
Pipe, 30" RCP	LF	\$241.00		\$ -
Pipe, 36" RCP	LF	\$280.00		\$ -
Pipe, 42" RCP	LF	\$318.00		\$ -
Pipe, 48" RCP	LF	\$355.00		\$ -
Pipe, 54" RCP	LF	\$391.00		\$ -
Pipe, 60" RCP	LF	\$426.00		\$ -
Pipe, 66" RCP	LF	\$461.00		\$ -
Pipe, 72" RCP	LF	\$495.00		\$ -
Pipe, 78" RCP	LF	\$528.00		\$ -
Pipe, 84" RCP	LF	\$561.00		\$ -
Rip-Rap, Grouted	Ton	\$125.00		\$ -

Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-
St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1 1/2				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
			SUBTOTAL	\$	-

Walls

Retaining Walls	SF	\$15.00		\$	-
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$	-
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00		\$	-
Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-

Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	13	\$	130,000.00
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00	2454	\$	348,468.00
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" PVC (Service Lateral)	LF	\$106.00	778	\$	82,468.00
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
			SUBTOTAL	\$	560,936.00

Miscellaneous Sewer

Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Water

Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP (RECLAIM WT.)	LF	\$57.00	707	\$	40,299.00
LAYUN	LF	\$75.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00	5325	\$	559,125.00
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00	21	\$	111,300.00
Valve, 16"	EA	\$7,500.00		\$	-
			SUBTOTAL	\$	710,724.00

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00	3	\$ 8,100.00
Fire Hydrant, 6"	EA	\$4,900.00	12	\$ 58,800.00
Fire Service, 6"	EA	\$12,000.00		\$ -
Fire Service, 8"	EA	\$20,000.00		\$ -
Fire Service 10"	EA	\$30,000.00		\$ -
Hot Tap, 8"	EA	\$3,550.00		\$ -
Hot Tap, 10"	EA	\$3,900.00		\$ -
Hot Tap, 12"	EA	\$4,750.00		\$ -
Service, 1"	EA	\$2,500.00		\$ -
Service, 2"	EA	\$3,400.00	3	\$ 10,200.00
11.25 Degree flg	EA		27	\$ -
22.5 Degree flg	EA		21	\$ -
45 Degree Elbow	EA		6	\$ -
Reclaim 22.5 Degree Elbow	EA		2	\$ -
Reclaim 45 Degree Elbow	EA		1	\$ -
Reclaim BlowOff	EA	\$4,900.00	1	\$ 4,900.00
Reclaim 1.5" Lateral	LF		300	\$ -
			SUBTOTAL	\$ 82,000.00
			TOTAL COST	\$ 1,353,660.00

PREPARED BY:

Paul R. Huddleston Jr.

 Engineer's Name & Signature

HUNGAKER & ASSOC.

 Company

951-509-7031 phuddleston@hungaker.org

 Tel No/Email



WET STAMP & DATE

9/3/20



Cash Register Receipt

City of Corona

Receipt Number
R23344

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0012 Address: PM37788 BEDFORD MARKETPLACE APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,759,758.00
TOTAL FEES PAID BY RECEIPT: R23344			\$1,759,758.00

Date Paid: Tuesday, September 01, 2020

Paid By: BEDFORD MARKETPLACE, LLC

Cashier: ACIS

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R23345

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0012 Address: PM37788 BEDFORD MARKETPLACE APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$879,879.00
TOTAL FEES PAID BY RECEIPT: R23345			\$879,879.00

Date Paid: Tuesday, September 01, 2020

Paid By: BEDFORD MARKETPLACE, LLC

Cashier: ACIS

Pay Method: BOND



Agenda Report

File #: 20-0756

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:

City Council consideration to award Request for Proposal 21-004SB and approval of a Professional Services Agreement with Rincon Consultants, Inc. in the amount of \$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.

**RECOMMENDED ACTION:
That the City Council:**

- a. Award RFP 21-004SB for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029 to Rincon Consultants, Inc. of Los Angeles, CA in the amount of \$151,723 pursuant to Formal Bidding Procedures for Non-Public Projects, Corona Municipal Code 3.08.110 based upon the findings noted in this report.
- b. Authorize the City Manager or the Community Development Director to execute a Professional Services Agreement with Rincon Consultants, Inc. in the amount of \$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.
- c. Authorize the City Manager or the Community Development Director to negotiate and execute agreement renewals and any extensions and/or amendments to this Agreement which are either non-substantive or are otherwise in compliance with the City Council actions hereunder.
- d. Authorize the Purchasing Manager to issue a purchase order to Rincon Consultants, Inc. in the amount of \$151,723 for the General Plan Housing Element Update for the 6th Cycle Regional Housing Needs Assessment for Planning Period 2021-2029.

ANALYSIS:

Reason for RFP21-004SB and Professional Services Agreement

The proposed Professional Services Agreement (PSA) is for the preparation of the City's General Plan Housing Element Update. Pursuant to Government Code Section 65588, state law requires regional and local General Plan Housing Elements to be updated periodically to reflect a community's housing needs. The General Plan Housing Element is mandated by the State to be updated every eight years in accordance with the State's Regional Housing Needs Assessment cycle, commonly known as RHNA. The City of Corona's Housing Element was last updated in October 2013 for the 5th Cycle RHNA for planning period 2013 through 2021. The City's Housing Element was also certified by the Department of Housing and Community Development (HCD).

The regional housing needs for the entire state is determined by HCD. The regional housing needs identifies the number of housing units that need to be built within each regional and local jurisdiction according to income category. The income categories include very low, low, moderate, and above moderate incomes based on the county's average median income. Pursuant to Government Code Section 65584.01, HCD is required to issue each regional association of governments a regional housing needs determination. Riverside County, which includes the City of Corona, is located within the Southern California Association of Governments (SCAG) region. HCD in October 2019 issued SCAG its final 6th Cycle RHNA determination of 1,341,827 housing units and approved SCAG's RHNA methodology in March 2020. The 6th Cycle RHNA is for planning period October 2021 through October 2029.

Although the City has not yet been issued its official RHNA allocation, SCAG's Regional Board adopted the final draft RHNA allocation on March 5, 2020. SCAG's draft RHNA allocation for the City of Corona is 6,078 units. The breakdown includes 1,748 very low income, 1,038 low income, 1,094 moderate income, and 2,198 above-moderate income units. The City expects to receive its official RHNA allocation from SCAG in February 2021. Based on experience, the City needs 12 months to complete the Housing Element Update in order to meet the October 2021 deadline assigned by HCD.

The Housing Element Update will be prepared in accordance with state law and will address housing needs, sites inventory and analysis, evaluation of housing constraints and program requirements that implement the goals and policies of the Housing Element to encourage and facilitate the production of housing units for all income sectors of the population including housing for special needs groups. Public outreach is also included as part of the process. Pending the status of the health crisis associated with COVID-19, public engagement will occur online using surveys and virtual public workshops. However, the City will be prepared to transition to in-person public workshops when the time permits.

RFP21-004SB

The Purchasing Division on July 8, 2020, issued RFP20-004SB. The RFP was advertised in the *Sentinel Weekly News* on July 8, 2020 and posted on the City's Planet Bids website. Purchasing solicited 109 consultants once the RFP was released. Seventeen (17) consultants downloaded the RFP but at the close of the submission date on July 29, 2020, the City received one proposal from Rincon Consultants. The City's evaluation team consisted of Community Development Director Joanne Coletta, Planning Manager Jay Eastman, and Administrative Services Manager Cynthia Lara.

The evaluation of the proposal was based on the following criteria.

1. Completeness of Response (Pass/Fail) - 0 Points.
2. Qualification of Firm - 10 Points.
3. Qualification of Personnel - 40 Points.
4. Work Plan/Project Understanding and Approach - 40 Points.
5. Value (Price for Scope of Work) - 10 Points.

After a thorough evaluation of the proposal, the City’s evaluators selected the proposal submitted by Rincon Consultants, Inc. A summary of the scores provided by the evaluators are shown in the following table.

Evaluator	Score Summary
Joanne Coletta	84
Jay Eastman	74
Cynthia Lara	88

Rincon Consultants, Inc. has experience in working with public agencies on preparing planning documents, which includes General Plan updates and Housing Element updates. Additionally, Rincon Consultants, Inc. will be using Veronica Tam and Associates (VTA) as a subconsultant in preparing the City’s Housing Element Update. VTA has extensive experience in preparing Housing Elements for public agencies. VTA has prepared more than 100 Housing Element updates for various jurisdictions in the SCAG, San Diego Association of Governments (SANDAG), Association of Bay Area Governments (ABAG), Association of Monterey Bay Area Governments (AMBAG), and Fresno Council of Governments (FCOG).

Because the City only received one proposal, Staff felt it was important to hear from some of the other consultants on why they did not submit a proposal. The Purchasing staff contacted some of the consultants that downloaded the RFP but did not submit a proposal. The following are a few of the responses:

"We were sad not to bid due to timing and capacity issues."

"We decided not to pursue this opportunity because of existing projects and workload prevented us from preparing a quality submittal the City of Corona deserves. We look forward to working with the City in the future."

"We didn't feel well positioned and had some scheduling constraints that led to us to not submitting a proposal."

"This RFP does not fall within our field of expertise."

Although only one proposal was submitted, Rincon Consultants Inc., has demonstrated to City staff based on their proposal that the firm is experienced and capable of preparing the City’s Housing

Element Update.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The City's Capital Improvement Project Budget for Fiscal Year 2020/2021 included funds in CIP Account 110 69060 (General Plan/Climate Action Plan Update) in the amount of \$300,000 for the preparation of the City's Housing Element Update. The proposal by Rincon Consultants, Inc. is \$151,723.

ENVIRONMENTAL ANALYSIS:

The execution of the contract itself is not a project governed by the California Environmental Quality Act (CEQA); however, the General Plan Housing Element Update will be accompanied by an environmental analysis pursuant to CEQA which is included in the scope of work and budget of the proposal.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST 5

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit 1 - Professional Services Agreement - Rincon Consultants, Inc.
2. Exhibit 2 - RFP21-004SB General Plan Housing Element Update
3. Exhibit 3 - RFP21-004SB General Plan Housing Element Update Addendum No. 1

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RINCON CONSULTANTS, INC.
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING
ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS
ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of September, 2020 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Rincon Consultants, Inc., a California Corporation with its principal place of business at 250 East 1st Street, Suite 301, Los Angeles, CA 90012 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing community development and housing consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Housing Element Update for the Sixth Cycle Regional Housing Needs Assessment for Planning Period 2021-2029 RFP No. 21-004SB project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional community development and housing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached

hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from September 16, 2020 to October 31, 2021 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the

Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Matt Maddox, AICP will serve as Principal-in-Charge and Contract Administrator, Brenna Weatherby, MCP, will serve as Project Manager in charge of day-to-day oversight and the City's primary contact.

3.2.5 City's Representative. The City hereby designates Joanne Coletta, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Matt Maddox, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section

3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The

Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred and Fifty One Thousand Seven Hundred Twenty Three Dollars (\$151,723.00) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants

shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Rincon Consultants, Inc.
250 East 1st Street, Suite 301
Los Angeles, CA 90012
Attn: Jennifer Haddow

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Joanne Coletta, Community Services Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or

take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RINCON CONSULTANTS, INC.
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING
ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS
ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Joanne Coletta
Community Services Department Director

Attest: _____
Sylvia Edwards
City Clerk

Reviewed By: _____
Scott Briggs
Purchasing Specialist V

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH RINCON CONSULTANTS, INC.
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING
ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS
ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

Rincon Consultants, Inc.
a California Corporation

By: 
402993DEBC8F4E7...
Jennifer Haddow
Vice President

By: 
3D7ADA6A0F8E4C6...
Richard Daulton
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

The City of Corona will have Rincon Consultants assist with the update of the Housing Element, and the associated General Plan consistency review, and CEQA documentation. Located in the SCAG region, Corona must adopt the Housing Element update by October 2021 in order to be eligible for the eight-year planning period.

Task 1 Evaluate the Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting described in Task 10, we will review and evaluate the 2013-2021 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the City's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Review compliance with new State laws
- Identify potential revisions to existing programs
- Review for consistency with the recently adopted General Plan, and regional programs, such as Resilient IE

The City's latest Housing Element Annual Progress Report (APR) would be a good starting point for this evaluation. We will interview staff and compile additional information to provide an assessment of the continued appropriateness of existing programs and whether new programs should be added to address emerging trends and issues. Upon completion of this review, we will provide a memo summarizing our findings and a draft outline for the Housing Element Update.

Deliverables

- Assessment Memorandum to include details on our review of the 2013-2021 Housing Element
- Draft outline for the Housing Element Update

Task 2 Housing Needs Analysis

The Rincon/VTA team will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Needs Analysis will be comprehensively updated with the most recent American Community Survey (ACS) and housing market data. The Needs Analysis will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Affirmatively Furthering Fair Housing.** This section will discuss new Housing Element law, which requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing.

- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** See Task 5 below.
- **At-Risk Housing (Assisted Unit) Analysis.** See Task 6 below.

Deliverable

- Housing Needs Analysis

Task 3 Land Use Inventory and Land Use Survey

SCAG's Draft RHNA Allocation for Corona is 6,078 units. Based on this allocation, the Housing Element update will require efforts to identify sites with sufficient capacity for the RHNA, taking into consideration the following adequate site requirements under new Housing Element laws:

- No net loss of capacity when sites are developed
- Continued ability to meet the RHNA by income group
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the fifth cycle Housing Element
- Reliance on mixed use for lower income housing
- Ratio of vacant versus underutilized sites
- Demonstrated trends of development

A parcel-specific sites inventory will be developed and opportunities for lot consolidation will be identified. We will prepare an "adequate sites analysis" showing the relationship between the City's RHNA and the dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations.

AB 1397 (Adequate Sites) and SB 166 (No Net Loss) impose stringent requirements on the sites inventory for RHNA. Given the City's development pattern, it is anticipated that most sites identified in the sites inventory will have an existing use and improvements and will be smaller than one-half acre. These sites may also have been used in a previous housing element cycle. In order to include these sites in the sites inventory, additional justification is required and may need to include:

- Lot consolidation potential
- Feasibility of development on smaller sites
- Impediments for residential development on non-vacant sites
- Recent development on similar sites
- Substantial evidence the existing use is likely to be discontinued within the planning period

The Rincon/VTA team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. This may include site visits/surveys and discussions with developers and property owners.

Deliverables

- Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA
- Sites Inventory Justification Documentation

Task 4 Evaluation of Housing Constraints

The Rincon/VTA team will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis will contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Corona. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. We will also examine the plans and policies set forth by the recently adopted General Plan and their impact on housing, as well as the impacts of identified hazards and evacuation routes established by Resilient IE. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. Where constraints exist, the Rincon/VTA team will identify and develop housing programs that can assist in the removal on constraints, where feasible. For each program, the Rincon/VTA team will identify potential funding sources, the lead agency or City division responsible for implementation, objectives, and timeframes.

Deliverable

- List of Housing Programs for inclusion in Housing Element Update

Task 5 Special Housing Needs Analysis

The Rincon/VTA team will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, low-and very-low-income households, and the homeless. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

Deliverable

- See Task 2

Task 6 Preservation of Assisted Units

This task will include an analysis of existing assisted housing developments that are eligible to change from low income housing to market rate over the next ten years (i.e., at-risk housing). This analysis will cover units that are deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

Deliverable

- See Task 2

Task 7 Housing Goals, Policies and Implementation Programs

Housing Goals, Policies, and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, the Rincon/VTA team will update the Housing Element. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

We will review and revise, as appropriate, housing goals, policies, and quantified objectives regarding the production, conservation, maintenance, preservation, and improvement of housing. This update will reflect the current and projected market conditions, the City's specific challenges, and funding capacity to ensure the housing objectives are realistic.

Housing Element Documents

We will prepare the Administrative Draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. We will also include the City's evacuation routes established by Resilient IE, in accordance with AB 99. Our timeline and budget assume one round of review by City staff. We will incorporate staff comments to formulate the Public Review Draft to be reviewed by City decision makers prior to submitting to HCD for review. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the Draft Housing Element.

Deliverables

- Housing Element
 - Internal Review Draft of the Housing Element Update (electronic delivery)
 - Public Review Draft of the Housing Element Update (electronic delivery)
 - Final Adopted Housing Element Update (electronic delivery)
 - All background and base data, including any GIS maps and digital data files

Task 8 Environmental Review

Rincon will prepare the required CEQA review for the project. We understand that the 2020-2040 General Plan Environmental Impact Report was certified with the adoption of the General Plan on June 3, 2020. We don't anticipate that the project will require any changes to the City's land use designations set forth in the recently approved Land Use Element, however, given the number of units included in the City's RHNA allocation, and the need to include the evacuation routes set forth by Resilient IE, we anticipate that preparation of a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be the appropriate level of CEQA analysis for the Housing Element Update and have prepared our scope of work and cost analysis accordingly. If it is found that the Housing Element will not result in impacts above and beyond those analyzed in the recently completed EIR for the General Plan Update, it is possible that an Addendum to the General Plan EIR would be an acceptable level of CEQA Analysis. This would result in cost and time savings for the City. On the other hand, if substantial rezoning/upzoning is needed to accommodate the RHNA, and it is determined that an ND or MND is not the appropriate level of CEQA analysis, Rincon will contact the City immediately to discuss the timing and cost implications.

Preparation of the ND or MND would involve the following:

- Complete an Initial Study (IS) checklist
- Prepare an administrative Draft ND or MND based on the results of the IS
- Submit electronic copy of administrative Draft ND or MND for City staff review and comment
- Perform one set of revisions based on City staff comments
- Submit Public Review Draft ND or MND to City staff for distribution
- Respond to comments received as a result of public review of the ND. Revise the ND or MND if needed (response to comments and revised ND or MND will constitute the Final ND or MND)
- Submit electronic copy of Final ND or MND to City staff for review and comment
- Perform one set of revisions based on City staff comments
- Provide the City a revised Final ND or MND for distribution

Deliverables

- CEQA Compliance Documentation:
 - Administrative Draft ND or MND (electronic transmittal)
 - Public Review Draft ND or MND (electronic transmittal)
 - Administrative Final ND or MND (electronic transmittal)
 - Final ND or MND (electronic transmittal)

Task 9 Public Outreach and Public Hearings

Through our work in other cities, Rincon understands that HCD is placing emphasis on public engagement during the Housing Element Update. In light of the ongoing COVID-19 health crisis, HCD has stated that it is acceptable for much of the public engagement to occur online, although multiple engagement opportunities are anticipated. The Rincon/VTA team has budgeted for participation in one virtual public workshop and assistance with the development of an online survey. It is recommended that the online survey occur early in the process to solicit input regarding community concerns and preferences, and the workshop be scheduled toward the end to solicit input on draft policies. The workshops can be aimed at the community or can be aimed at the Planning Commission and/or City Council (with community participation). The Rincon/VTA team will prepare all materials for the workshops and will serve as workshop facilitators.

We have also budgeted for participation in two public hearings on the project. The Rincon/VTA team anticipates participation in one Planning Commission hearing and one City Council hearing, although this could change dependent upon the City's needs. For the public hearings, we will present the Housing Element and CEQA review findings and recommendations.

Deliverables

- Materials/presentations for Public Workshops and Hearings (we have assumed \$1,000 for printing costs associated with these materials, which will not be billed in the event of a virtual workshop and public hearings)

Task 10 HCD Review

HCD review of the Draft Housing Element is mandatory. During the review, we will work to address all HCD comments and will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification will be contingent upon adopting the Housing Element as revised and reviewed by HCD and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Throughout the HCD review process, the Rincon/VTA team will maintain contact with HCD staff via email and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days.

Deliverables

- Housing Element
 - Revised HCD Review Draft of the Housing Element Update (electronic delivery)

Task 11 Project Management

The Rincon/VTA team will organize a kickoff meeting with City staff and we anticipate facilitating bi-weekly project status calls throughout the process. Prior to the kickoff meeting, we will create a detailed project schedule highlighting major milestones, deadlines, deliverables and meetings necessary for achieving Housing Element certification on time (October 2021). Rincon recognizes that maintaining schedule is critical for the Housing Element update; therefore, we will provide monthly updates to City staff on our progress in conjunction with monthly invoices.

Deliverables

- Initial Project Schedule
- Monthly Updates to Project Schedule

EXHIBIT “B” SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.

The consultant team anticipates an approximate 15-month timeline (August 2020 – October 2021). The schedule below accounts for all tasks described in our work program and accommodates the state’s 90-day review of the adopted Housing Element.

Rincon will execute the Scope of Work (SOW) described herein according to the schedule outlined in the table above. This schedule is subject to change in coordination with city staff, however, given the timeframes associated with required approvals for the Housing Element Update, we do not anticipate major changes to the proposed schedule. For this reason, we have not proposed an Alternative Work Schedule. If the City requires an accelerated schedule for completion of this SOW, Rincon will work with the City to determine deliverable dates that can be met as needed.



EXHIBIT "C" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit "C".

Tasks	Rincon Labor Classification →			Principal I	Supervisor I	Senior Professional II	Professional I	GIS/CA/DO Specialist I	Production Specialist	Clerical	Veronica Tam
	Labor Cost	Direct Expense	Hours								
				\$220	\$195	\$175	\$105	\$112	\$88	\$75	\$160
Task 1: Evaluate the Current Housing Element Assessment Memorandum	\$4,490		30	2	4	6	12				6
Draft Outline	\$1,000		5	1	4						
Task Subtotal	\$5,490		35	3	8	6	12				6
Task 2: Housing Needs Analysis											
	\$13,740		102	6	6	10	60				20
Task Subtotal	\$13,740		102	6	6	10	60				20
Task 3: Land Use Inventory and Land Use Survey											
Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA	\$23,712		176	8	12	20	80	26			30
Sites Inventory Justification Documentation	\$4,250		28	2	4	4	10				8
Task Subtotal	\$27,962		204	10	16	24	90	26			38
Task 4: Evaluation of Housing Constraints											
	\$13,740		102	6	6	10	60				20
Task Subtotal	\$13,740		102	6	6	10	60				20
Task 5: Special Housing Needs Analysis											
	\$2,300		17	1	2		10				4
Task Subtotal	\$2,300		17	1	2		10				4
Task 6: Preservation of Assisted Units											
	\$3,140		25	1	2		18				4
Task Subtotal	\$3,140		25	1	2		18				4
Task 7: Housing Goals, Policies and Implementation Programs											
Task 7.1 Housing Goals, Policies, and Quantified Objectives	\$6,040		42	2	6	6	20				8
Task 7.2 Housing Element Documents	\$10,240		78	4	10	6	40	6	6		6
Task Subtotal	\$16,280		120	6	16	12	60	6	6		14
Task 8: Environmental Review											
Admin. Draft ND/MND	\$6,470		52	2	4	6	40				
Public Review Draft ND/MND	\$3,918		30	2	4	4	14		6		
Final ND/MND	\$4,196		32	2	4	4	20		2		
Task Subtotal	\$14,584		114	6	12	14	74		8		
Task 9: Public Outreach and Public Hearings											
Public Outreach (1 workshop and online engagement)	\$4,950	\$1,085	32	6	10		16				
Public Hearings (2)	\$6,150	\$340	36	8	10		8				10
Task Subtotal	\$6,150	\$1,425	36	8	10		8				10
Task 10: HCD Review											
	\$7,580		40	8	20						12
Task Subtotal	\$7,580		40	8	20						12
Project Management											
	\$13,760	\$170	82	10	40					16	16
Task Subtotal	\$13,760	\$170	82	10	40					16	16
SUBTOTAL COST	\$ 129,676	\$ 1,595	841	\$ 12,540	\$ 24,960	\$ 13,300	\$ 40,320	\$ 3,584	\$ 1,232	\$ 1,200	\$ 21,440

Direct Cost Detail

Vehicle Costs	\$ 595
Printing Costs (3 workshops/hearings)	\$ 1,000
Administrative Costs	\$ 3,216
Subtotal Additional Costs:	\$ 4,811

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Summary

Professional Fees Subtotal	\$129,676
Direct Costs Subtotal	\$4,811
TOTAL PROJECT BUDGET	\$ 134,487

<i>OPTIONAL TASK: Additional Public Engagement</i>										
Public Outreach (2 workshops)	\$10,586	\$1,750	70	12	20		30	8		
Spanish Translation Services (2 workshops)	\$4,900		28			28				
	\$15,486	\$1,750	98	12	20	28	30	8		
TOTAL COST (PROJECT + OPTIONAL TASK)	\$ 151,723									

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Payment Terms – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt.

Due to COVID19 Rincon continues to offer 2019 rates, with no annual escalation for 2020. This represents ~4% discount.



July 8, 2020

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 21-004SB

SECTION I

INVITATION

The City of Corona Public Works Department (City) invites proposals from qualified consultants for:

City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for planning period 2021-2029

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED. REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM IN SECTION IV AND FORM OF AGREEMENT SAMPLE IN SECTION VII, SUBSECTION 3.2.10 INSURANCE, ET SEQ.

Tentative RFP Schedule
(Subject to change at City’s discretion)

- 1. Issue RFP July 8, 2020
- 2. Advertise July 8, 2020
- 3. Written Questions from Consultant Due..... 10:00 a.m., July 20, 2020
- 4. Responses from City Due July 22, 2020
- 5. Proposals Due 10:00 a.m., July 29, 2020
- 6. Proposal Evaluation Completed..... August 5, 2020
- 7. Consultant Selection August 5, 2020
- 8. Council Approval..... August 19, 2020
- 9. Notice to Proceed..... August 20, 2020

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SECTION II RFP Instructions
SECTION III Evaluation and Award
SECTION IV Project Description and Scope of Work
SECTION V Proposal Content and Forms
SECTION VI Price Form
SECTION VII Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Proposal Format

The proposal should consist of the following sections, at a minimum. Supplemental information beneficial to the proposal is acceptable as attachments or Appendices if they are directly applicable. Consultants are encouraged to be concise with the company background and experience sections and focus on your experience preparing regional housing needs assessments (RHNA) of similar criteria.

1. Project Understanding & Approach
2. Work Plan
3. Labor Hour Estimate and Fee Proposal (Break down job classification and type of costs by amount and/or rates)
4. Summary of Experience
5. Appendices

B. Examination of Proposal Documents

By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP, have reviewed the project location, understand the project objectives and are capable of performing quality work to achieve the City's objectives.

C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the proposal Due Date and Time. Consultants shall access any and all Addenda from the electronic bidding system's Addenda & Email tab of this RFP.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this RFP and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of consultants to ensure they have received all addenda prior to submitting a proposal. To this end, each consultant should contact the City's Purchasing Division prior to the proposal due date to verify receipt of all Addenda issued. Consultants shall acknowledge receipt of all Addenda when submitting their electronic proposals.

D. Informed Consultants

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

E. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter.

2. Submitting Requests

Consultants shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. Consultant questions must be submitted no later than **10:00 a.m., July 20, 2020**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. City Responses

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

F. Submission of Proposals

1. Date and Time

All proposals shall be submitted no later than **10:00 a.m., July 29, 2020**.

2. Electronic Submission

Proposals shall be submitted electronically using the City's PlanetBids Vendor Portal. Please note the City's electronic bidding system will not allow proposals to be

submitted after the due date and time. It is the consultant's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the consultant properly uploads all required documents. Only electronic proposals will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.**

3. **Acceptance of Proposals**

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

G. Proposal Withdrawal

Electronic proposals may be withdrawn prior to the date and time set forth in Section E.1 above. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

H. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. Preparing its proposal in response to this RFP;
2. Submitting the proposal to City;
3. Negotiating with City on any matter related to the proposal; or
4. Any other expenses incurred by the consultant prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

I. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to request additional information from the consultant as appropriate, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

J. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

K. Consultant Performance

It is the intent of the City to create a long-term working partnership with the Consultant. The City's representative will be completing a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section V. This type of form will be the basis for periodic assessments by the City to establish contract performance metrics.

L. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website:
<https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

M. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

N. Insurance Requirements

Within ten (10) consecutive calendar days after the notice of award, the Consultant to whom a contract is awarded from this request for proposals shall furnish the City, through its third-party insurance partner, Exigis, with the certificates of insurance and endorsements evidencing coverage as specified in Section VII, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

The City's insurance requirements have been updated. Consultants are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to the Form of Agreement, to ensure the revised minimum coverage limits, endorsements and other requirements can be met.

Consultants shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section V and return with their proposal. Any exceptions or deviations to the City’s insurance requirements must be submitted to the City during the Questions and Answer period. Consultants are cautioned that exceptions or deviations from the RFP insurance requirements may cause their proposal to be rejected as non-responsive.

O. Negative History

Consultant must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the firm must affirmatively state in its Proposal, there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

P. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City’s use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by proposer. The City will use its best efforts to inform proposer of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, proposer shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to upload separate files for all “Confidential,” “Proprietary,” or “Trade Secret” data when submitting their proposal documents. The file names shall include the words “Confidential,” “Proprietary” or “Trade Secret”. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not uploaded as separate files and include “Confidential”, “Proprietary” or “Trade Secret” as part of the file name.

Q. Special Provisions for Services

1. Accessibility. Consultant shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Consultant shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the consultant hereunder.
3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The consultant shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the consultant for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
4. Contract Incorporation. This contract embodies the entire contract between the City and the Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Consultant’s successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
5. Rejection of Work. Consultant agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge, experience preparing PEIRs, and expertise in all aspects of the services requested in this RFP. Following is what the City considers important in evaluating the proposals and the assembled teams for a successful project. Minimum requirements are as follows:

A. EVALUATION CRITERIA

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Criteria	Max Points	Rating
Completeness of Response	0	Pass or Fail
Qualification of Firm	10	
Qualification of Personnel	40	
Work Plan / Project Understanding and Approach	40	
Value	10	
Total	100	

1. Completeness of Response (Pass/Fail) – 0 points

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

2. Qualification of Firm – 10 points

- a. Strength and stability of the firm;
- b. Technical competence and experience of firm’s consultants in general providing similar services;
- c. Demonstrated knowledge of the scope of work required, capability of performing specific tasks outlined in the RFP;
- d. Adequacy of staff to provide required services; and
- e. Reputation of firm in providing similar services.

3. Qualification of Personnel – 40 points

- a. Qualifications, education, technical competence, and experience of staff;
- b. Proposal demonstrates the following:
 1. Provides a project-appropriate Consultant team organization diagram, including the Project Manager as the main point of contact.
 2. Identifies the geographic location of the firm and each team member.
 3. Describes the qualifications and experience of each proposed consultant team member, including key areas of expertise of each team member, plus their anticipated level of participation for the proposed type of service.

4. Identifies the anticipated level of participation as primary or supportive.
5. Clarifies who would be reasonably expected to perform the bulk of the work, and who would perform primarily oversight, QA/QC, and other supportive roles;
- c. Evidence of successful completion of similar projects.

4. Work Plan / Project Understanding and Approach – 40 points

- a. Depth and thoroughness of Consultant’s understanding of the Project and the City’s requirements;
- b. Identification and understanding of Project issues and challenges.
- c. Quality and logic of work plan;
- d. Logic of Project organization and appropriateness of resource estimate and labor distribution among the tasks;
- e. Adequacy of system or process for managing cost and budget;
- f. Adequacy of system or process for managing project schedule;
- g. Adequacy of system or process for communicating with the City.

5. Value – 10 points

- a. Appropriate number of hours budgeted for Project tasks;
- b. Reasonableness of Consultant’s hourly rates, labor hours, and fee required to perform the work in relation to the scope of work.

B. EVALUATION PROCEDURE

An Evaluation Committee comprised of City staff will be appointed to review and evaluate all proposals received in accordance with the above criteria.

During the evaluation period, the City may do any or all of the following:

1. Generate a “short list” and conduct interviews with the top candidates;
2. Conduct on-site visits and/or tours of the candidates’ places of business; and
3. Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without Consultant visits, project visits, interviews, or further discussions or negotiations.

Subsequent to interviews, if conducted, the Evaluation Committee will further discuss and score the presentation and responses to questions using the same set of scoring of the interviews. The proposal score will count for 60% of the overall combined score and the interview, if scheduled, will count for 40% of the combined score. The final combined score will determine a final ranking of the Consultants.

C. AWARD

Consultants shall provide cost proposal(s) as described in Section V (8). Negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain consultant’s most favorable terms and conditions, since the selection and award may be made without discussion with any consultant. Should the City be unable to negotiate a

satisfactory contract with the highest ranked consultant, the City retains the right to terminate negotiations with the highest ranked consultant and open negotiations with the next highest ranked consultant.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project. The City anticipates making final selections and awards on or about **August 5, 2020**.

D. CONTRACT TERM

The initial contract term will be for a one-year period and shall be effective on or about August 20, 2020 through October 30, 2021.

SECTION IV.

PROJECT DESCRIPTION AND SCOPE OF WORK

The City of Corona is seeking a qualified consultant to prepare the City's Housing Element update for the 6th Cycle Regional Housing Needs Assessment (RHNA) for planning period 2021-2029. Housing Elements for planning period 2021-2029 are due to Housing and Community Development in October 2021. Therefore, in addition to having experience in the preparation of Housing Elements, the consultant should demonstrate the ability to meet structured deadlines.

The City of Corona is 39 square miles with a population of 168,248 and 49,941 housing units (Department of Finance, January 2020). The City recently adopted an update to the General Plan for Years 2020-2040 on June 3, 2020. The City's adopted General Plan includes a new Healthy Communities Element that addresses goals and policies related to Environmental Justice in accordance with the passage of SB 1000, the updated Circulation Element includes goals and policies for Complete Streets in accordance with AB 1358, and the Environmental Hazards and Public Safety Elements address wildfire hazards per SB 1241. The Housing Element update however will need to include the adoption of the city's evacuation routes in accordance with AB 99. The City's evacuation routes were prepared by the Western Riverside County Council of Governments (WRCOG) as part of their Resilient IE plan. The Resilient IE plan was prepared to support local jurisdictions within the WRCOG region to prepare for and mitigate risks associated with climate adaptation on the region's transportation system. The evacuation route prepared for the City of Corona will need to be included as part of the adoption of the Housing Element update.

The Southern California Association of Governments (SCAG) has not yet officially assigned the City of Corona their RHNA. However, based on the draft RHNA approved by SCAG's Regional Board on March 5, 2020, the City anticipates a RHNA of 6,078 housing units for the 6th Cycle RHNA. The breakdown includes 1,748 very low income, 1,038 low income, 1,094 moderate income, and 2,198 above moderate-income units. The RHNA exceeds the housing projection in the City's General Plan Year 2040 by 584 units. Therefore, housing implementation programs will need to be included as part of the Housing Element update.

The Housing Element update will need to be prepared in accordance with state law addressing housing needs, sites inventory and analysis, constraints to housing and program requirements that implement goals and policies that encourage and facilitate the production of housing units for all income sectors of the population including housing for special needs groups. Engaging with the community on the Housing Element update will also be required. Public information meetings and community outreach will involve feedback from the community and agencies serving the needs of low income and moderate-income persons and persons with special housing needs.

The 2020-2040 General Plan Environmental Impact Report was certified with the adoption of the General Plan on June 3, 2020. The consultant will be required to assess the environmental analysis required for the Housing Element update in accordance with the California Environmental Quality Act and include that within the timeline as the documents will be approved concurrently..

SECTION V

PROPOSAL CONTENT AND FORMS

A. PRESENTATION

Proposals shall be specific to this project. Lengthy narrative is discouraged, and presentation should be brief and concise.

1. Cover Letter

Proposals shall contain the following in a cover letter:

- a. Identification of consultant, including name, address and telephone number;
- b. Proposed working relationship between consultant and subconsultants, if applicable;
- c. Acknowledgment of receipt of all RFP addenda, if any;
- d. Name, title, address, telephone number and email address of consultant's contact person during the proposal evaluation period;
- e. A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the preparation of the RHNA are included in the hourly rates of said hourly rate schedule and that there will be no additional charges;
- f. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal;
- g. Signature of a person authorized to bind consultant to the terms of the proposal; and
- h. Identification of proposed sub-consultants, including legal company name, and contact person's name, address, phone number.

2. Qualifications, Related Experience and References

This section of the proposal should establish Consultant's ability to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; professional and educational qualifications, strength and stability of the firm, staffing capability, work load, record of meeting schedules on similar projects; and supportive client references. Consultant shall:

- a. Provide a brief profile of the firm, including the types of services offered, year founded, form of organization (corporation, partnership, sole proprietorship) number, size and location of offices and number of employees;
- b. Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures,

impending merger) that may impede consultant's ability to complete the project;

- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- d. Identify sub-consultants by company name, address, contact person, telephone number, project function, describe consultant's experience working with each sub-consultant and identify the scope of work to be performed by subconsultants; and
- e. Provide a minimum of 3 references from the projects cited as related experience. Reference shall include the name, title, address, telephone number, and email address of the person(s) at the client organization most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

3. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications and involvement of the proposed project staff. Consultant shall:

- a. Provide education, experience and applicable professional credentials of proposed project staff.
- b. Furnish brief resumes, not more than two pages, and at least three references, for key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work.
- d. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.
- f. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

4. Work Plan

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant's understanding of the City's needs and requirements. Consultant shall:

- a. Describe the approach to completing the tasks specified in the Scope of Work.
- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Furnish an anticipated schedule including milestones necessary to complete the RHNA.
- d. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task.
- e. Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the project.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

5. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Where Consultant wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained. Consultants are cautioned that exceptions or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

6. **Time Extensions**

There will be no time extensions for routine delays in Project development design, plan check, or permit processing. These must be anticipated in your fee. Time extensions will **only** be authorized in writing as a change order to the contract when due to **major** changes in Scope of Services, unavailability of essential information or delays by others.

7. **Alternative Work Schedule**

The Consultant should discuss the Project schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Schedule Section of the proposal. City is under no obligation to consider such an alternative schedule.

8. Labor Hour Estimate and Fee Proposal

Cost proposals are requested from all consultants submitting proposals. After ranking of the consultants by qualifications, the City will review the cost proposal and begin the negotiations with the most qualified consultant. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the City. Consultant shall:

- a. Provide an hourly rate schedule (labeled as Exhibit “C” Compensation) and an hourly cost breakdown by task showing labor hours, hourly labor rates, and fees by task.
- b. Provide a total “Maximum Not-to Exceed” fee for all services to be rendered and all materials to be furnished.

Items typically negotiated include:

- a. Work plan
- b. Schedule and deadlines
- c. Products to be delivered
- d. Classification, wage rates, and experience level of personnel to be assigned
- e. Cost items, payments, and fees

9. Appendices

Information considered by Consultant to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

10. Insurance

Consultants shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Professional Services Agreement.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, Consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in

Consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. PRICE FORM

Consultant shall complete the Price Form in its entirety and state cash discounts offered. Unless discount payment terms are offered, payment terms shall be “Net 30 Days”. Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City’s check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

Consultant shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

D. MODIFICATIONS OF PROPOSALS

Each Consultant shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

E. NON-COLLUSION DECLARATION/AGREEMENT ACKNOWLEDGEMENT

Consultant shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with proposal.

F. PROPOSAL CHECKLIST

- Cover Letter
- Technical Proposal
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona Professional Services Agreement
- Acknowledgement of Insurance Requirements Check List
- Completed Insurance Requirements Check List
- Sample Insurance Certificate
- Consultant’s Statement of Past Contract Disqualifications
- Price Form
- Fee Proposal
- Acknowledgement of Vendor Performance Evaluation Form

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [proposer], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 21-004SB.

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Consultant’s Proposal)

All applicable insurance requirements to this RFP are identified with a ‘YES’ under the “Applicable to Vendor” column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City’s preliminary review. Any deductibles or self-insured retention amounts have been specified below for City’s review and approval.

Deductible Amounts/Self-insured Retentions:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

City of Corona
RFP 21-004SB Insurance Requirements Check List
(To be Completed and Submitted with Consultant’s Proposal)

All applicable insurance requirements are identified with a ‘YES’ under the “Applicable to Vendor” column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor’s Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best’s rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best’s rating no less than (A-):X and authorized to issue the required policies in California?			YES

**Insurance Endorsements
General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES
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Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?			YES

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?			YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

Use the space below to explain any "NO" responses.

Vendor Performance Evaluation Form

Department:		Division:		
Prepared By:		Title:		
Vendor Name:			P. O. #:	
Contract Amount: \$		Change Order Amount: \$		
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input type="radio"/>		
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i> 6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i> 				

7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	Evaluation Score				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE

4. 89

OVERALL EVALUATION RATING

EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.
PRICE FORM

REQUEST FOR PROPOSALS: **RFP No. 21-004SB**

DESCRIPTION OF WORK: **City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for planning period 2021-2029**

CONSULTANT'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please complete and upload the Price Form in its entirety into the PlanetBids electronic bidding system, and attach separate Excel spreadsheets with Consultant's fee schedule, including:

- 1) A copy of the consultant's hourly rate schedule (labeled as Exhibit "C" Compensation) and an hourly cost breakdown by task.
- 2) A total "Maximum Not-to Exceed" fee for all services to be rendered and all materials to be furnished.

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No. (circle one)

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____

SECTION VII.
FORM OF AGREEMENT

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF CORONA
HOUSING ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL
HOUSING NEEDS ASSESSMENT (RHNA) FOR PLANNING PERIOD 2021-2029

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in preparing **Regional Housing Needs Assessment (RHNA)** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for planning period 2021-2029, RFP No. 21-004SB** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6,

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City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE – DO NOT EXECUTE****

2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a “material contract” under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services for the **City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for planning period 2021-2029** necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

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City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE – DO NOT EXECUTE****

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City’s Representative. The City hereby designates **Joanne Coletta, Community Services Director**, or his designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, Consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of

work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, Consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, Consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**

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per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim or occurrence, **\$2,000,000** aggregate minimum.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith and Products and Completed Operations hazards (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s

obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-Consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-Consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-Consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Consultant and its Subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage

Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no Consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Project Manager. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City’s sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition

of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Joanne Coletta, Community Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

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the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, Consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials' officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other Consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly

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authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

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CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF CORONA
HOUSING ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING
NEEDS ASSESSMENT (RHNA) FOR PLANNING PERIOD 2021-2029

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

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CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF CORONA
HOUSING ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING
NEEDS ASSESSMENT (RHNA) FOR PLANNING PERIOD 2021-2029

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

RFP No. RFP 21-004SB Section VII. Form of Agreement - Page 18 of 21
City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE – DO NOT EXECUTE****

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

RFP No. RFP 21-004SB Section VII. Form of Agreement - Page 19 of 21
City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE – DO NOT EXECUTE****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

RFP No. RFP 21-004SB Section VII. Form of Agreement - Page 20 of 21
City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE – DO NOT EXECUTE****

EXHIBIT "C"
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****

RFP No. RFP 21-004SB Section VII. Form of Agreement - Page 21 of 21
City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs Assessment (RHNA) for
planning period 2021-2029
****SAMPLE DO NOT EXECUTE****

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REV. 3.2.10.3 & 3.3.6

(CITY ATTY: 07-17)



CITY OF CORONA
City of Corona Housing Element update for the Sixth Cycle Regional Housing Needs
Assessment (RHNA) for planning period 2021-2029
REQUEST FOR PROPOSALS (RFP) 21-004SB
ADDENDUM No. 1

Administrative Services Department
400 S. Vicentia Ave., Ste. 320
Corona CA 92882

Contact: Scott Briggs
scott.briggs@coronaca.gov
PH: (951) 736-2369

07/21/2020

Addendum No. 1 to RFP 21-004SB issued to provide responses to questions received. All provisions to this Addendum No. 1 are hereby incorporated by reference into the subject RFP 21-004SB. Proposers shall account for all provisions pursuant to this Addendum No. 1 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

Question 1:

Will the City require assistance with public engagement efforts required for the Housing Element?

City Response:

Yes.

Question 2:

Will the City require assistance with submittals to and coordination with HCD?

City Response:

Yes.

Question 3:

Can we include all forms in a separate appendix? (Appendix B?)

City Response:

Yes

Question 4:

Do subconsultants need to complete the required forms?

City Response:

No, only the consultant submitting the proposal needs to complete the forms.

Question 5:

Can we include brief biographies of key staff within the proposal and detailed resumes in an appendix?

City Response:

Yes.

Question 6:

Is it just management that needs to include three references, or do all staff need to include the three references? Management being Principal in Charge, Project Manager, and subconsultant Principal in Charge and Project Manager.

City Response:

Management only.

Should you have any additional questions or concerns, I can be reached at (951) 736-2369.

Thank you,

Scott Briggs
Purchasing Specialist V



Agenda Report

File #: 20-0789

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.

**RECOMMENDED ACTION:
That the City Council:**

- a. Approve the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.
- b. Authorize the City Manager or his designee to execute the Inland Empire Regional Interoperability Project Memorandum of Understanding between the Consolidated Fire Agencies and the Corona Fire Department.

ANALYSIS:

BACKGROUND: Computer Aided Dispatch (CAD) is a system which allows for the coordinated communication, assignment, and tracking of resources during calls-for-service. When information for a call is entered into CAD, the system recommends what resources are needed for that emergency response. Generally, the software for CAD systems is specialized and does not easily interact with other systems. A CAD to CAD Program is a system that allows different dispatch centers to communicate with each other regardless of the type of software program utilized. The CAD to CAD system allows sharing information between participating agencies providing immediate intelligence to field units.

The Inland Empire Regional Interoperability Project (IERIP) team has been meeting since August 2018 to develop the regulations, policies, and standards for the multi-county computer-aided dispatch interoperability system. The project includes both Riverside and San Bernardino Counties.

The IERIP leveraged findings from a third-party analysis conducted in December of 2013. The 2013 study portrayed the situational readiness of the CAD systems and their ability to support the current or expanded use of shared resources and information in future years by the Fire and Emergency Medical Service agencies in Riverside County. Key benefits at the time were focused on the day to day operations, large incident impacts, situational awareness, operational area coordination, and enhanced dispatch operations back-up.

The recommended Memorandum of Understanding (MOU) will result in real-time situational awareness and create a common operating picture amongst stakeholders through CAD to CAD connectivity. The MOU also expedites resource requests between agencies, reducing response times across jurisdictional boundaries in addition to improving the transmission and update of incident information to involved agencies. By facilitating information flow of real-time data to all responders and agencies regardless of jurisdiction, the CAD to CAD project will ultimately increase survivability for those in need.

CONFIRE is the lead agency in the IERIP. CONFIRE is a Joint Powers Authority located in San Bernardino County, California, established to provide communications, dispatch, computer information systems support, and geographic information systems to CONFIRE member and contract agencies.

Addendum E of the MOU identifies the two costs associated with the project (see Attachment 1). The Corona Fire Department is one of the initial agencies and is part of "project one," which indicates a onetime cost of \$109,535 and annual fees of \$21,620. The Riverside Urban Area Security Initiative (UASI) is funding the one-time costs through grant allocations provided to CONFIRE. The Riverside UASI allocations for the project were \$381,000 in Fiscal Year 2018 and \$475,663 in Fiscal Year 2019. The recurring annual fees will be addressed through the budget process.

The City Attorney has reviewed and approved as to form the proposed Inland Empire Regional Interoperability Project Memorandum of Understanding.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support the timely delivery of fire services to our community.

FISCAL IMPACT:

Approval of the recommended actions will not result in additional budgetary impacts in Fiscal Year 2021. The first annual payment of \$21,620 will be funded from the existing capital improvement project titled Police CAD/RMS System, in the General Fund. Recurring annual fees will be addressed through the budget process.

ENVIRONMENTAL ANALYSIS:

File #: 20-0789

No environmental review is required because the proposed action is exempt under the California Environment Quality Act.

PREPARED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: CHRIS MCMASTERS, CHIEF INFORMATION OFFICER

REVIEWED BY: GEORGE JOHNSTONE, POLICE CHIEF

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. EXHIBIT 1 - Inland Empire Regional Interoperability Project Memorandum of Understanding
2. EXHIBIT 2 - 2013 Riverside County Regional CAD to CAD Analysis
3. EXHIBIT 3 - Report Spillman award bid RFP 17-03CG
4. EXHIBIT 4 - Spillman Agreement

**Inland Empire Regional Interoperability Project
Memorandum of Understanding**

August 18, 2020

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Inland Empire Regional Interoperability Project (IE RIP) Memorandum of Understanding

This Memorandum of Understanding (MOU) provides for the collaborative development, implementation and oversight of a regional interoperability project(s) by and among the participating Agencies (as defined below) that have legally executed this MOU, which shall herein after be individually referred to as “Member Agency” or “Allied Agency”.

This MOU is not intended to create a Joint Powers Agreement or separate legal entity. This MOU establishes a contractual relationship among the Agencies and a means by which to administer the MOU.

SCOPE

The scope of the Inland Empire Regional Interoperability Project (“IE RIP”) is to provide for the collaborative development and implementation of a regionally- shared Computer Aided Dispatch (“CAD”) interoperability system amongst the local public safety and public and private allied agencies throughout the Inland Empire.

The IE RIP enables collaboration, situational awareness and timely distribution of critical incident information by providing a method for fire, medical and law enforcement CAD systems and non-CAD users to manage and share data and resources during incidents that affect the Inland Empire. The IE RIP has been designed for secure transmission of real time public safety information. It provides an organized method of coordinating regional resources to reduce response time, increase efficiency and improve resource management.

DEFINITIONS

When used herein, the following words shall have the attendant meaning:

- i. "Administrator" is identified as CONFIRE in this MOU to oversee the Contract and funds for the Project.
- ii. "Agency Administrator" is the person identified to represent each Agency that has permission to manage and change items, such as adding a new unit or business rule only for the Agency that they are assigned to.
- iii. "Agency CAD Vendor" means an individual Agency's CAD vendor.
- iv. "Agency/Agencies" means either and or both Member Agency and Allied Agency.
- v. "Allied Agency" means any governmental agency or private entity, that contracts, connects, contributes and or supports the mission of public safety, fire or law enforcement and that is not a Member Agency but wishes to subscribe to the System to receive the specific technology for connection and support under this MOU and is listed in Addendum B. Any agency only using Aware Portal (no CAD connection) will be listed as an Allied Agency.
- vi. "CAD" means Computer Aided Dispatch.
- vii. "Contract" means the contract between the Vendor and Administrator for the System.
- viii. "CONFIRE" (Consolidated Fire Agencies) means the joint powers authority located in San Bernardino County established to provide communications, dispatch, computer information systems support, and geographic information systems to CONFIRE member and contract agencies.
- ix. "Default" means any violation, failure to perform, or breach of any covenant, agreement, term or condition of this MOU.
- x. "Hub" refers to Tellus.Hub™ a patented interoperability system that utilizes an intelligent hub design to enable CAD systems to communicate directly with one or more other CAD systems. It is a component of the System.
- xi. "Inland Empire" is a metropolitan area and region in Southern California, inland and adjacent to Los Angeles. The term may be used to refer to the cities and unincorporated areas of Riverside County and San Bernardino County, and for reference purposes within this MOU only may be deemed to include federally-held tribal reservation and trust lands located adjacent to the City of Highland in San Bernardino County.
- xii. "Member Agency" means any county, city or political subdivision of this state, including, but not limited to emergency communication, technology, law enforcement, emergency medical service providers, fire districts, cities and any other government subdivision of the state of California, including any agency of the state of California and any approved private entity, and any federally recognized tribe or governmental subdivision thereof A Member Agency has

agreed to the applicable terms of this MOU as evidenced by its authorized execution in Addendum A, has subscribed to the System and has decision-making authority within IE RIP.

- xiii. "Project" means the development, implementation and oversight of the regional interoperability CAD to CAD system.
- xiv. "Project One" means the first three agencies selected to participate in this project as listed in Addendum A. Subsequent projects will be identified sequentially within this document.
- xv. "Project Two" means agencies number four through ten selected to participate in this project as listed in Addendum A.
- xvi. "System" means the selected CAD to CAD system subject to this MOU. The System is managed and operated by IE RIP, to which Agencies subscribe.
- xvii. "System Administrator" is identified as CONFIRE in this MOU to oversee the management and maintenance of the System.
- xviii. "Vendor" means the selected vendor subject to this MOU that will provide the Hub. Vendor is identified in Addendum C – Selected Vendor & Product

1. RECITALS

This MOU, dated for convenience as of _____, 2020 is entered into by the Agencies set forth in Addendum A and Addendum B with reference to the following facts:

1.1 1.1 Each Member Agency to this MOU is an equal participating member of the IE RIP. A Member Agency shall have equal voting rights as described further within this MOU.

1.2 The IE RIP provides collaborative development, implementation, and oversight of regional interoperability project(s) by and among the Agencies that have legally executed this MOU.

1.3 IE RIP allows Agencies to more effectively and efficiently coordinate and dispatch emergency resources within the Inland Empire.

1.4 The initial effort of the IE RIP is to jointly purchase, operate and maintain a third-party hosted System that enables each Agency CAD Vendor to seamlessly link with the CAD system of every Agency to create a “real time” dispatch and information sharing system between the Agencies’ dispatch centers and their emergency response personnel.

1.5 The costs associated with participation in the IE RIP shall be funded by the Agencies in accordance with the terms of this MOU. Grant funds may be used for this project, refer to Section 4 for further details.

1.6 The Agencies, for and in consideration of the mutual benefits set for in the MOU, agree to the following terms for the IE RIP.

2. PARTICIPANTS

2.1 Member Agency. Each Member Agency:

2.1.1 Has the authority to enter into this MOU for the performance of the duties and functions established herein.

2.1.2 Will subscribe to the System and have equal voting rights within the IE RIP.

2.1.3 Contribute to the cost of maintaining the IE RIP by signing this MOU as set forth in Addendums D and E.

2.2 Allied Agency. Each Allied Agency:

2.2.1 Has the authority to enter into this MOU for the performance of the duties and functions established herein.

2.2.2 Contribute to the cost of maintaining the IE RIP by signing this MOU as set forth in Addendums D and E.

2.2.3 Will subscribe to the System to receive the specific technology listed in Addendum C for connection and support.

2.2.4 Has no decision-making authority.

2.4 Addition of New Agencies

2.4.1 New agencies, either Member or Allied, may be added to this MOU upon the approval of a majority of the Member Agencies.

2.4.2 Upon the new agency approving and executing this MOU and any other terms and conditions required by the existing Member Agencies, the Agency shall either become a Member Agency or Allied Agency.

2.4.3 Admission of a new agency shall not require amendment of this MOU, only a change to Addendum A Member Agencies or Addendum B Allied Agencies.

2.5 All Agencies shall be a part of the monthly IE RIP meetings and continue open communications with the Vendor to maintain the highest level of understanding of expectations on both sides to ensure the success of the IE RIP.

3. TERM

3.1 This MOU shall become effective upon execution by CONFIRE and at least one Member Agency or Allied Agency.

3.2 This MOU shall be binding upon all parties hereto, shall continue for a term of five (5) years, and shall automatically renew for one-year terms thereafter until such time as the Members Agencies agree to amend or terminate this MOU, in the manner set forth in this MOU.

4. ADMINISTRATION OF IE RIP VENDOR AGREEMENT

The Member Agencies designate CONSOLIDATED FIRE AGENCIES (“CONFIRE”) as the MOU Administrator responsible for overseeing the administration of the Contract and funds for the Project(s).

4.1 Vendor Contract

4.1.1 As the Administrator, CONFIRE entered into the Contract with Vendor on March 31, 2020 and as such is the named agency in the Contract, attached to this MOU as Addendum G.

4.1.2 CONFIRE shall oversee the implementation and operation of the Project.

4.2 Funds

4.2.1 Grant Funding

4.2.1.1 CONFIRE submitted for Urban Area Security Initiative (“UASI”) grant funding for fiscal 2018, which must be expended on or before May 1, 2021.

CONFIRE also submitted for UASI grant funding for fiscal 2019, which must be expended on or before May 1, 2022. Such funds shall be utilized for the Project.

4.2.1.2 CONFIRE will continue to submit for grant funding for the Project.

4.2.1.3 CONFIRE will be responsible for completing any required documentation in compliance with said grant(s).

4.2.1.4 CONFIRE may contact Agencies for assistance with grants, which shall be detailed in a separate Addendum to this MOU.

4.2.2 CONFIRE shall notify Member Agencies of any required emergency work expenditures as soon as reasonably feasible. Payment for such expenditures shall be determined by the Member Agencies.

4.2.3 Any IE RIP costs not covered by grant funding, as set forth in 4.2.1, above, shall be apportioned according to the provisions outlined in Addendum D-Fiscal Responsibility.

4.3 Administration

4.3.1 CONFIRE will bill the Agencies for costs associated with the Project as described in Addendum D Fiscal Responsibility.

4.3.2 CONFIRE and each Agency will enter into a separate contract to provide the administrative services described in this MOU. Unless otherwise agreed to by CONFIRE and the applicable Agency, the foregoing contract shall be substantiality in the form attached to this MOU as Addendum F – CONFIRE-Agency Agreement

5. VENDOR

5.1 Addendum G, entitled Form of Agreement – Contract between CONFIRE and the Vendor, sets forth the terms and conditions. Each Agency must be subject to and covered by the following terms of this Contract to participate in the Project:

5.1.1 Exhibit A-1 SERVICES-SCOPE OF SERVICES AND PROJECT SCHEDULE page 4

5.1.2. Appendix A to Exhibit A-1 page 8

2.1 Section 1-Tellus.Unify Standard Scope page 8

2.2 Section 2-Tellus.Unify - Professional Service Deliverables page 17

2.3 Section 3-Tellus.Unify – Implementation page 19

2.4 Section 4-Tellus.Unify-System Testing page 21

2.5 Section 5-Tellus.Unify – Customer Deliverables page 22

2.6 Section 6-Tellus.Unify – External System Dependencies page 25

5.1.3 Exhibit A-2 Licenses as a sub-licensee of CONFIRE

5.1.4 Exhibit E Incidence Management SLA Document

5.1.5 Exhibit G Escrow Account for Contractor Source Code

5.1.6 Exhibit H Master Escrow Agreement for Source Code Hardware maintenance and support services (“Maintenance”) set forth in Addendum G to this MOU.

5.2 As defined in Addendum G, the Vendor is responsible for providing Maintenance and technical support to the Project.

5.3 Prior to the Contract expiration, the Administrator, or other person or entity designated by the majority of the Member Agencies, shall negotiate a new contract with the Vendor or a new vendor to ensure continued IE RIP support. Any extension of the current Contract or new contract shall require approval of a 2/3 majority of Member Agencies. If a 2/3 majority of Member Agencies cannot agree on a new or renewed Contract, the MOU Administrator shall be authorized to enter into an agreement for continued Vendor support for six-month terms until such time as a majority of Member Agencies agree on a new contract.

6. MEMBER AGENCY OVERSITE

CONFIRE as the Administrator will work closely with the Member Agencies to establish regular meetings, and special meetings as needed. CONFIRE along with the Member Agencies will have the ability to designate sub committees to address specific items as deemed necessary. Allied Agencies may attend any and all meetings as interested parties.

7. CAD INTERFACE AGREEMENT

7.1 Any Agency requiring a CAD interface to connect to the System must establish an agreement with their Agency CAD provider and the Vendor.

7.2 Each Agency is responsible for any costs associated with the interface development, implementation, and any ongoing costs associated with their CAD interface.

7.3 CONFIRE is not a party to the CAD interface agreement. Each Agency shall provide a copy of the completed agreement to the Administrator of the Project.

8. IE RIP NETWORK CONNECTIVITY

8.1 Agencies are responsible for purchasing and maintaining a network connection to the Hub.

This includes coordination with network vendors to obtain support with network connections to internal network systems, troubleshooting, and establishment of backup or alternative network connections as determined by the Member Agencies.

8.2 Each Agency is responsible for establishing a secure connection between the Hub fusionPLATFORM system and their connected CAD systems including:

- Establishing a high speed (10Mbps) network connection
- Configuring firewalls and ports
- Establishing network security
- Enabling authorized Vendor representatives to remotely access all project related systems including test CAD consoles

8.3 Agencies using only the Tellus Aware Portal will only need basic internet access in order to use the application. See Addendum C for information on the Tellus Aware Portal Product.

9. SHARING CONFIDENTIAL INFORMATION

9.1 The purpose of this section is to set forth guidelines for the sharing of public safety related information between Agencies and to provide for the protection of sensitive and protected information from access by unauthorized parties.

9.2 Each Agency will have the ability to decide what information to share with other Agencies.

9.3 All Agencies agree to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding the access, use, storage, and release of confidential information obtained through various electronic means.

10. DISPUTES

10.1 The Agencies shall discuss in good faith any disputes arising under this MOU, as it may be amended from time to time, to arrive at a mutually agreeable resolution.

10.2 If a mutually agreeable resolution cannot be reached through initial discussions, the parties shall participate in mediation before a mutually selected, neutral third party. Each Agency shall suggest one mediator, a mediator shall be selected from the list by lot. The cost of the mediator shall be shared equally among the Agencies.

10.3 If mediation is unsuccessful, the dispute may be addressed by any court of competent jurisdiction in Southern California. If any Agency becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

11. DEFAULT, TERMINATION OR WITHDRAWAL

Unless an Agency's participation in this MOU ends as set forth in this Section, all Agencies will be bound by this MOU.

11.1 Default

11.1.1 Any Agency that fails to perform any of its obligations under this MOU shall be deemed to be in Default ("Defaulting Agency"). The Administrator shall provide written notice of Default to the Defaulting Agency, specifying the nature of such Default and the steps necessary to cure such Default.

11.1.2 If the Default is not cured within ten (10) days of receipt of the written notice of Default or, where corrective action will require more than ten (10) days, if the Defaulting Agency fails to commence such action within ten (10) days and fails diligently to pursue such correction to completion, the Member Agencies by a majority vote, may to terminate that Defaulting Agency's participation in this MOU. Written notice must be given of such termination, delivered by certified mail with return receipt requested, no less than twenty (20) days before the effective date of termination.

11.1.3 The terminated Agency remains liable for any and all payment(s), late charges and other financial obligations under this MOU for the balance of the current fiscal year's financial obligations. Any unpaid sums shall be paid within ten (10) days after the effective date of termination.

11.2 Withdraw

11.2.1 An Agency may withdraw from this MOU without penalty by providing written notice to all Member Agencies. Notice must be provided by December 31 for withdrawal to take effect at the end of the then-current fiscal year (June 30). Notice provided after December 31 will take effect at the end of the fiscal year following the year in which notice was provided.

11.2.2 An Agency wishing to withdraw shall perform all obligations under this MOU until the withdrawal takes effect.

11.3 Payment Disputes

Any payment dispute shall be resolved as set forth in Section 10 of this MOU.

11.4 A terminated Agency or an Agency that withdraws forfeits any claim to any assets of the Project.

12. SEVERABILITY

Should any part, term, portion or provision of this MOU or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such

remaining portions or provisions can be construed in substance to continue to constitute the MOU that the parties intended to enter into in the first instance.

13. ADMENDMENT

This MOU may only be amended by 2/3 vote of all the Member Agencies. A Member Agency may initiate any proposed amendment by written request with supporting documentation for the proposed amendment, sent to each Member Agency.

Provided, however, no amendment approved by less than unanimous consent shall be effective until such time as the nonconsenting Member Agency has had an opportunity to withdraw from this MOU.

14. GOVERNING LAW

The laws of the State of California shall govern and control the terms and enforceability of this MOU.

15. INDEMNIFICATION

Each Agency shall defend, indemnify, and hold harmless the other Agencies, their governing boards, board members, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this MOU by the Agency, or the Agency's governing Board, Board members, officers, employees, volunteers, or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of the other Agencies, or their governing board, Board members, officers, employees, volunteers or agents, or by any third party. This Section 15 shall survive termination of this MOU.

16. NEW AGENCY ON BOARDING PROCESS

CONFIRE, as the Administrator, intends to coordinate with additional Agencies to join the Project. In the event that a new Agency joins the Project as set forth in Section 2.4 of this MOU, the following process shall be followed:

16.1 Agencies numbering 4 – 10

16.1.1 On or Before September 30, 2022

CONFIRE and the Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- The total cost for the appropriate license, maintenance, and professional services.

16.1.2 After September 30, 2022

CONFIRE and the Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- Vendor shall provide a quotation for the appropriate license, maintenance, and professional services at its then current rates.

16.1.3 Agency number 11 and Beyond

CONFIRE and Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- Vendor shall provide a quotation for the appropriate license, maintenance, and professional services at its then current rates.
- The cost, if any, associated with the addition of the Agency, which shall be mutually agreed to by CONFIRE and the Agency.

17. FISCAL RESPONSIBILITY OF AGENCIES

17.1. Annual Fees

17.1.2 Annual fees are identified in Addendum D Fiscal Responsibility and Addendum E Cost Sheets.

17.1.2 Annual fees shall be paid by the Member Agencies, beginning: (i) one year from the date of the System going live; or (ii) one year from the date the Administrator entered into the Contract, whichever is earlier.

17.2 Shared Annual fees shall be apportioned between each of the Agencies, based upon the apportionment set forth in Addendum D Fiscal Responsibility.

17.3 The apportionment shall be re-evaluated every year in January and shall be determined no later than March 15 of each year.

17.4 In the event that the Agencies cannot reach an agreement on the apportionment, the apportionment shall be the same as the previous year.

17.5 The Vendor shall invoice CONFIRE, who shall in turn invoice each Agency based upon the apportionment set forth in Addendum D Fiscal Responsibility.

17.6 The invoice shall be paid in accordance with timeframes detailed in the agreement between CONFIRE and the Agency. Should payment be more than 60 days late Agency shall be in default.

18. TECHNICAL SERVICE LEVEL SUPPORT

The System will be managed by the System Administrator. The System Administrator has access to the full set up and configuration of the Hub and has the ability to set up the Agency Administrators and their permission levels. Both the System Administrator and the Agency Administrators will be trained to handle initial service support issues. The training will be conducted by the Vendor.

18.1 Process to Report a System Issue:

18.1.1 Agency employee contacts their Agency Administrator to report the problem.

18.1.2 Agency Administrator conducts initial evaluation and attempts to resolve the problem.

18.1.3 If the Agency Administrator is not able to resolve the issue they will contact the System Administrator via either telephone and or email.

- 18.1.4 System Administrator will log the issue and attempt to resolve the issue.
- 18.1.5 If the System Administrator is unable to resolve the issue, he/she will open a ticket with the Vendor.
- 18.1.6 The System Administrator will be responsible to follow the ticket, assure a timely resolution and keep the Agency Administrator advised of the progress and or resolution.

19. IE RIP DEVELOPMENT PARTICIPATING AGENCIES

We would like to acknowledge the following agencies for their assistance and input in developing the Project and working diligently to develop the MOU, develop the RFP and select the Vendor. This project would not be possible without your input:

AMR -Riverside
AMR – San Bernardino
Barstow Fire
Chino PD
CONFIRE
Corona FD/PD
CAL FIRE -Riverside
CAL FIRE – San Bernardino
Ontario Fire
Ontario Police
Murrieta FD/PD
Riverside County Fire
Riverside County Sheriff
Riverside City Fire
San Bernardino County Sheriff
San Bernardino PD
San Manuel Security Ops Center

ADDENDUM A-MEMBER AGENCIES

On this date of _____, Inland Empire Regional Interoperability Project (IE RIP) has identified the following Member Agencies:

CONFIRE

Date: _____

By: _____

Print
Name: _____

Title: _____

**San Manuel Band of Mission Indians, a
federally recognized Indian tribe**

Date: _____

By: _____

Print
Name: _____

Title: _____

City of Corona

Date: _____

CITY OF CORONA,
a California municipal corporation

By: _____
Jacob Ellis
City Manager

ATTEST:

By: _____
Sylvia Edwards
City Clerk

On this date of _____, Inland Empire Regional Interoperability Project (IE RIP) has identified the following additional Member Agencies:

ADD ADDITIONAL SIGNATURE LINES HERE

ADDENDUM B-ALLIED AGENCIES

IN WITNESS THEREOF, the parties hereto have agreed to abide by this MOU as an Allied Agency and the responsibilities required therein by their proper approving agency authorized signatures below:

Agency: _____

Agency: _____

Date: _____

Date: _____

By: _____

By: _____

**Print
Name:** _____

**Print
Name:** _____

Title: _____

Title: _____

ADDENDUM C-SELECTED VENDOR & PRODUCT

Inland Empire Regional Interoperability Project (IE RIP) has selected CentralSquare/Tellus ("Vendor) to be the vendor of choice.

The Vendor will provide the following named products:

Tellus Unify (full bi-directional, seamless integration to CAD)

Additional Available Products:

Tellus Notify (two-way, not integrated in CAD workflow, no pop-up notifications)

Tellus Aware w/ CAD Connection (one-way push of Agencies CAD information to HUB)

Tellus Aware Portal (no CAD Connection, view only)

ADDENDUM D-FISCAL RESPONSIBILITY

Proposed Grant Distribution (per available funds within grant period)

- An Agency may request grant funding assistance
- Grant funding shall be provided on an as needed basis as determined by the Administrator.
- An Agency's costs as detailed in Addendum E shall be correspondingly reduced by the amount of the grant funding assistance provided to that Agency.

Annual Costs (All Agencies)

- Each Agency is responsible for annual maintenance fees per the current Contract (see current pricing below).
- Each Agency will pay an equal share, not to exceed 10% of the annual hosting fee and escrow fee beginning year two.
- Each Agency will pay an equal share, not to exceed 10% of a CONFIRE Admin fee if assessed by CONFIRE (Total Admin Fee not to exceed \$50,000)
- Agencies subscribed to the AWARE Portal tier do not pay for the Cloud hosting or CONFIRE Admin Fees

Agency prices good for agencies 4-10 until Sept/2022

Current Cost Tables

Current cost tables are located in Addendum E.

ADDENDUM E- COST SHEETS

These are the current cost sheets as of this date of _____.

IE RIP CAD-TO-CAD PROJECT ONE (Agencies 1-3)			
PRODUCT: UNIFY			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
Per Agency One Time Costs		Per Agency Annual Fees	
Unify License Fee	\$55,000	Maintenance (not shared)	\$12,500
Professional Services Total	\$54,535	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
Total	\$109, 535	Total	\$21,620

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: UNIFY			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
Per Agency One Time Costs		Per Agency Annual Fees	
Unify License Fee	\$57,750	Maintenance (not shared)	\$13,125
Professional Services Total	\$57,510	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
Total	\$115,260	Total	\$22,245

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: NOTIFY			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
Per Agency One Time Costs		Per Agency Annual Fees	
Notify License Fee	\$52,250	Maintenance (not shared)	\$11,875
Professional Services Total	\$57,510	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
Total	\$109, 760	Total	\$20,995

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: AWARE W/ CAD CONNECTION			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
Per Agency One Time Costs		Per Agency Annual Fees	
Aware License Fee	\$20,000	Maintenance (not shared)	\$7,500
Professional Services Total	\$39,710	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
Total	\$59,710	Total	\$16,620

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: AWARE PORTAL			
Web browser based - read only - CAD interface not required			
Per Agency One Time Costs		Per Agency Annual Fees	
Aware License Fee (per site)	\$500	Maintenance (not shared)	\$100
Total	\$500	Total	\$100

ADDENDUM F- CONFIRE- AGENCY AGREEMENT

CONSOLIDATED FIRE AGENCIES

IE RIP Project agency

(XXXXXXX)

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the _____ (“Agency”), a _____ [insert entity type], as a [Select 1: Member Agency or Allied Agency]. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

Exhibit A: Scope of Services

Exhibit B: Compensation

Exhibit C: Effective Date and Term

Exhibit D: General Terms and Conditions

INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.

- b. Neither Agency, nor any of Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.

- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Agency.

SCOPE OF SERVICES

CONFIRE shall furnish to the Agency the services described in Exhibit A (“Services”).

COMPENSATION

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

EFFECTIVE DATE AND TERM

The Effective Date and Term are set forth in Exhibit C.

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit D.

NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:

Consolidated Fire Agencies
Attn: Mike Bell, Communications Director
1743 Miro Way
Rialto, CA 92376

To Agency:

[Insert entity contact information]

The Parties have executed this Agreement on the dates indicated below.

Consolidated Fire Agencies

[Insert Entity Name]

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Exhibit A
to Agency Agreement

Scope of Services

CONFIRE shall provide the following services to the Agency (“Services”):

Administrative and fiscal oversight of the Inland Empire Regional Interoperability Project (IE RIP) CAD to CAD solution (Central Square Technologies, Inc) in accordance with the current agreement between CONFIRE and Central Square (“Vendor”) (Exhibit A-1) and in accordance with the current version of the IE RIP Memorandum of Understanding (Exhibit A-2, excluding Addendum G). By way of illustration and not limitation, shall include:

Billing and collection of fees associated with the operation of the IE RIP CAD to CAD solution. Coordination of on-boarding process for new agencies to become users of the IE RIP CAD to CAD Solution.

Coordination of IE RIP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE RIP MOU.

Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE RIP CAD to CAD solution.

Provision of dedicated staff to act as System Administrator for the IE RIP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, shall include:

Initial level of support based on the Service Level Agreement detailed in the Contract (Addendum G) between CONFIRE and Vendor.

As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.

In receiving the Services, the Agency shall do the following:

Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE RIP MOU.

For Member Agencies, appoint an authorized representative for IE RIP Member Agency Committees, as necessary.

Abide by all aspects of the IE RIP MOU

Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.

Exhibit B
to CONFIRE - Agency Agreement

Compensation

Compensation shall be paid as follows:

1. Administrative Fee:

In exchange for the Services set forth in Exhibit A, commencing with the 2020/21 fiscal year, Agency shall pay CONFIRE annually an Administrative Fee. Such Administrative Fee shall not exceed \$5,000 in any year, which reflects 10% of the maximum Administrative Fee of \$50,000.00. Beginning in March 2021, CONFIRE shall determine if it will assess an Administrative Fee of up to \$50,000.00.

2. Costs:

One-Time costs:

Actual expenses paid by CONFIRE in excess of available grant funds to on-board an agency on the IE RIP CAD to CAD Solution

These costs shall be paid upon system acceptance per the specific project timeline.

Annual Costs:

- Annual maintenance fee for Agency per current Vendor contract.
- Equal portion of annual hosting and escrow fees per current Vendor contract as determined each March by the IE RIP Member Agencies, beginning March 2021. Such annual hosting and escrow fee, however, shall not exceed 10% of the actual cost.
- CONFIRE Admin fee as set forth above in this Exhibit B.

Annual Costs will be updated in March of each year by the IE RIP Member Agencies and published as "Exhibit B-1" to this Agreement and distributed to each participating agency by March 31 of each year.

One-time cost and annual fees will be billed separately: Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.

In the event that CONFIRE incurs additional costs or expenses as a result of Agency's delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.

Exhibit C
to CONFIRE-Agency Agreement

EFFECTIVE DATE AND TERM

This Agreement is effective on [insert date] (“Effective Date”) and shall continue for a term of five (5) years, and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE RIP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

Exhibit D
to Agency Agreement

GENERAL TERMS AND CONDITIONS

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

ASSIGNMENT AND SUCCESSORS. Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

FORCE MAJEURE. No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party’s reasonable control.

VENUE/GOVERNING LAWS. This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.

ATTORNEY’S FEES. If suit is brought by either Party to enforce any of the terms of this Agreement, the court in such litigation shall award reasonable costs and expenses, including attorneys’ fees, to the prevailing party. In awarding attorneys’ fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys’ fees paid or incurred in good faith.

ENTIRE AGREEMENT. This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.

MODIFICATION. This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.

WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

AUTHORITY. The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.

HEADINGS AND CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

INDEMNIFICATION.

By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Agency, and all of its employees, officials, and agents ("Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE'S Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE'S obligation to defend the Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

By Agency. Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which not foreseeably within its control. Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

INSURANCE.

Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

ADDENDUM G- FORM OF AGREEMENT-CONTRACT BETWEEN CONFIRE AND VENDOR

This document is the contract between CONFIRE and the Vendor and also contains the Service Level Agreement. Due to size of file, this is a separate attachment.

RIVERSIDE COUNTY REGIONAL CAD-TO-CAD ANALYSIS



Nevillewood Group, Inc

P.O. Box 235530 Encinitas, CA 92023

nevillewoodgroup@cox.net

DECEMBER 2013

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XRI CAD Gap Analysis Report

Project Overview:

The Riverside County Fire Chiefs Association has in the recent past considered the need to share specific pieces of information between the various Computer-Aided Dispatch (CAD) systems that are deployed within the various agencies and entities found in Riverside County that collectively provide dispatching services to the Fire and Emergency Medical Service agencies of the region. A proposal was developed and delivered during 2011 seeking funds from a grant to provide a means to connect together the disparate CAD systems operated by Public Safety agencies within Riverside County. This attempt was not successful in obtaining such funds however it did bring awareness to decision makers within the Fire Service of the need and benefits of sharing specific information with cooperating agencies.

The goal of this report is to provide relevant information that portrays the current situational readiness of the CAD systems and their ability to support the current or expanded use of shared resources and information in future years by the Fire and EMS agencies. The report outlines areas where each agency can experience benefits by participating in a CAD-to-CAD (C2C) project.

Note that the information found in this report only covers those Fire and EMS agencies in Riverside County that participated in the project. Specifically, the City of Hemet and the City of Blythe did not respond to the requests for information and were not reviewed as part of this project.

In addition to researching, cataloging and analyzing the information called for in the project surveys, it was determined that the role of the Operational Area Coordinator for Riverside County might also see benefits from a C2C project. A separate survey was designed and provided to the Op Area Coordinator and the Alternate Op Area Coordinators. The results of that survey can be found at the end of this report in “Attachment A.”

Participating Agencies in this project:

- Riverside County Fire Department / CALFIRE Perris
- Riverside City Fire Department
- City of Corona Fire Department
- American Medical Response – Riverside
- City of Cathedral City Fire Department
- City of Murrieta Fire Department
- City of Palm Springs Fire Department

The Analysis Report:

The information obtained in the research phase of this project is provided in the following seven (7) main topics:

- Region Overview
- CAD-to-CAD Benefits
- Resource Sharing Agreements
- Impediments to the Success of CAD-to-CAD projects
- Conclusion
- Recommendation
- Attachments

Region Overview:

The public safety providers and contract agencies in Riverside County provide a wide array of services to a population of over 2.2 million people, arranged in a mixture of urban, suburban and rural settings over 7,208 square miles. In addition, the lands within Riverside County range from low desert to high mountain areas, and then drop again into inland valleys for the dense population centers. This becomes a challenge for Fire and EMS agencies to serve as the population increases and development stretches into the Wildland Urban Interface. Agencies often find it difficult to keep pace with this growth in providing even and timely emergency response to such a setting. It is not unusual in Riverside County, similar to most of developed California, to rely upon adjacent jurisdictions to assist in providing needed resources through pre-existing agreements.

Riverside County has only one dispatch center that operates for Fire and EMS agencies only (RVC). All other fire agencies receive their dispatch services from their own Law Enforcement (LE) agencies. AMR provides its own EMS dispatch service for its transport ambulances in cooperation with all fire agencies.

During 2012 the agencies participating in this project responded to more than 190,000 incidents. In addition to these responses, there were nearly 2300 occasions in which agencies provided resources to other agencies within Riverside County. In each of these 2300 cases, one dispatch center would contact another participating dispatch center to coordinate these responses. In a great number of these cases, the call requesting assistance was made by telephone.

AMR logged more than 150,000 incidents in which they provided ALS transport for medical emergencies to the population within Riverside County. In each of these episodes, a public safety Primary Public Safety Answering Point (PSAP) received the initial call for assistance, determined there was a medical emergency, and notified AMR to respond along with the local fire agency.

The information gathered in the surveys revealed that Riverside County is experiencing approximately the same ratio of medical emergencies to fire and fire-related emergencies as the rest of this state, as 80% of the 190,000 incidents required a medical response.

Other facts found for the Riverside region:

- Each day, there are at least 16 Battalion or Duty Chiefs ready to be dispatched to incidents;
- There are a total of 78 Chief Officers who are equipped with a Mobile Computing Device (MDC) or Tablet that can access information;
- There are 107 Type 1 Engines, 25 Type 3 Engines, 16 Truck Companies, 119 Transport Ambulances and 13 Rescues/Squads also equipped with MDCs;
- However not all of these have access to CAD information, nor can all of them be located with an Automatic Vehicle Location (AVL) component, a necessity if an agency is attempting to rapidly locate the closest appropriate resource for any incident.
- Additional staff and miscellaneous resources also have MDCs deployed, such as Training Officers, Prevention staff, Dozers, Handcrews, Water Tenders and Repair staff;
- There are seven (7) Fire and EMS dispatch points among the agencies surveyed, utilizing a total of five(5) disparate CAD vendors.

CAD-to-CAD Benefits:

The potential benefits seen with C2C system deployments are many. These benefits can be placed in four categories:

- ***Day-to-Day*** – Generally referring to the amount of time saved, tasks reduced and improved coordination on local agency responses, when such a response includes one or more resources controlled by another dispatch agency. This sharing of resource data usually leads to a reduction in response times to incidents. Through Automatic Aid the use of closer resources can be used for such a reduction, however without the inclusion of a C2C solution the improvement may not be realized or maximized if the process of searching and requesting the closest appropriate resource is not in itself reduced to meet both the need and intent. The actual amount of time delay that exists in utilizing the current methods in adjacent agency notifications can be anywhere from 30 seconds to 4 minutes. This delay can increase with an increase in dispatch agency call volume or resource allocation.
- ***Large Incident*** – A large incident may be defined locally, and differ greatly in its definition. Certainly it can be viewed that when a single incident draws fifty percent or more of an agency's resources, this becomes a major concern. This type of event and commitment will usually then require outside assistance either with resources committed to the incident or through a "move up and cover" situation. By deploying a C2C solution, this allows all agencies affected (and those yet unaffected but concerned), potential resources and decision-makers to keep abreast on the progress and potential impacts of a single or multiple events. Through the use of elaborate Automatic Aid agreements, getting to the point of committing fifty percent or more of your overall agency resources may occur less often. However, a single complex incident may require a large commitment of one or more *types* of resources (i.e.: Chief Officers, Truck Companies, etc.) and therefore have an overall impact on the *readiness* of not only the individual agency, but those surrounding also. In such a scenario, the use of a C2C system enables and induces participants to communicate at greater levels, thereby providing better quality and timely information to all concerned.
- ***Situational Awareness*** – The situational awareness obtained through the use of a C2C system is dependent upon both the operational design and the allowed and expected use of such a system. To begin with, each of the dispatch operations connected to the system can "see" any agency's activity level, locations of incidents and resource information if configured to do so. A neighboring agency may notice increased activities of a certain type and either anticipate a request for resources or perhaps tracking the activities to anticipate same type incidents occurring within their own area. A dispatcher might also use the system to reveal a similar incident occurring in a border area when the incident is received, and thereby avoid creating a duplicate incident. For field units the SA is increased when they become aware of the availability and location of resources included in their response. If AVL data is shared, they can also avoid possible collisions with other emergency vehicles either responding with them or in the vicinity of their response route.
- ***Operational Area Coordination*** – This task is always difficult for an urban area that experiences large numbers of incidents, whether occurring as simply multiple separate simultaneous incidents, incidents that cross boundaries, a single large-scale incident or multiple large incidents with potential to grow. In simplified terms, the task of the Operational Area

Coordinator (OAC) is to obtain intelligence on incidents of importance, anticipate and coordinate resource requests and to distribute the intelligence on both incidents and resources to the decision makers. Additional tasks would be to coordinate all out-of-county responses and resource requests. These tasks become very difficult and time consuming due to the need to “dig” for the information from a multitude of sources within each participating agency. Once information is obtained it may now be old and outdated, so this task is constantly repeated. If a C2C system is deployed and includes in its configuration an ability to provide information to the OAC and its function, this enables the OAC to collect incident and resource information (status, deployment, availability, needs) *in real time* across all agencies. This reduces the time spent on this task, reduces the number of persons needed to accomplish the task and enables the OAC to then provide up-to-date information back to the decision makers through the established means and patterns.

- *Enhanced Dispatch Operation Back-up* – With appropriate configuration, the C2C project could provide an enhancement for dispatch operations when one center is negatively impacted by either environmental or infrastructure issues. As long as the host CAD system is running and the connectivity remains intact for the C2C environment, if dispatchers need to be evacuated from any center an adjacent center that takes the 9-1-1 calls could continue to operate and control the local resources through the connected CAD systems. In certain situations, when a local center is over-run with local traffic an appointed center could “pick up the slack” and process some of the incidents appropriately.

Resource Sharing Agreements:

The agreements discovered in this project revealed multiple agency-to-agency documents allowing the sharing of resources in different patterns and for different reasons. The California Master Mutual Aid Agreement (MMA) is a historical document that serves as the basis for sharing resources up and down this state. The multiple Automatic Aid agreements were put in place to allow for the day-to-day sharing of resources without the encumbrances of exercising Mutual Aid. However these Automatic Aid agreements were enacted for different reasons in many of the participating agencies. In some instances a resource may be used instead of a local resource, in others an outside resource is used to augment a response plan. Many of these response plans are geographically limited in nature (i.e.: covering the west side of a city only, etc.). There are apparently no instances in which a “Boundary Drop” arrangement is exercised (response plans where the closest, most appropriate resource responds without regard to agency ownership or political boundaries). It is not known if any of the existing Automatic Aid agreements would allow this arrangement, if desired. Further research is needed in this area if any agency desires to pursue Boundary Drop agreements.

As with most areas in the western United States, it appears that the existing Automatic Aid agreements were created years ago as a means of obtaining assistance more rapidly than going through the Mutual Aid channels. The Fire and EMS services are dynamic in nature, modifying their operations most often to reflect the imposed needs of the area. To work within an agreement that no longer has the flexibility that may be needed to modify the responses is neither wise nor desirable.

Impediments to the Success of CAD-to-CAD Projects:

As with any project or program introduced into an existing service delivery model, there may be issues or items that might C2C projects are:

- ***Financial*** – Implementation of a C2C solution is not inexpensive. Due to the complex nature of the needed configuration such as multiple CAD vendors, operation and support considerations and equipment purchases or upgrades, the costs may appear as prohibitive. When the price of the system is measured in a true cost-benefits analysis, support for the project can be found among all sectors of Public Safety, including decision makers of the participating cities and districts. The difficulty will come in discovering an adequate source of funds. Often federal or state grants are pursued as a source. In some circumstances, local funds are made available as the overall need is thought to be of such importance as to take priority.
- ***Political*** – In certain situations officials outside of the Fire and EMS agencies might show concern in the support of a project that in their view could lessen the control they have over the commitment of local resources. In most cases, this is not a valid concern as most C2C solutions can be configured to support existing Business Rules of any agency. In other cases, some may be concerned that the additional use of outside resources may cause the delay to an agency in providing the appropriate level of resources to certain areas on a permanent basis. A solution to this is to adopt an Operating Agreement or Plan that addresses the “permanence” of such a response plan and incorporate in the Business Rules. Care should be taken to educate all decision makers on the flexibility of the solution prior to introducing the project.
- ***Operational Influences*** – There can be many impediments found under this heading, but in all a concerted effort in education prior to deployment of a C2C system is the solution. The deployment will in most cases necessitate some small operational changes (Engine 3 has always been second in to that area) or implementation of modified tasks (Dispatcher accepts the suggested CAD response that includes an outside resource rather than an “in-house” resource). During periods of elevated activity in the dispatch center and in the field, there may be a tendency to revert back to old habits in order to “get things done” and bypass the “new” solution. This will be counterproductive and eliminate the benefits that can be found in the solution. Training for large incidents can be useful in learning to use C2C as a tool.
- ***Lack of Universal Support for Project*** – Because the benefits of the C2C solution are different for each agency, there will be varying levels of support. In some circumstances in other areas it was determined that the project would begin with just the willing participants thinking that the “build it and they will come” approach was best. While this is one option, project proponents must make certain that the success of the project (and hence the long-term support) must be able to demonstrate continued success with just those connected. Outside influences (such as financial opportunities, change in political will etc.) will occur that may allow or disallow other agencies to connect in the future despite the demonstrated capabilities
- ***Lack of Project Planning and Coordination*** – Care must be taken in planning a project to insure that the project infrastructure is in place. Items such as “who will oversee the implementation, support and oversight” are questions to be answered before the need. A well thought-out plan takes the project from idea to installation, testing, acceptance, training, support and maintenance to a point 5 years from acceptance, and analyzes equipment and software upgrades and replacement, and associated costs. In most cases, the successful implementation of a C2C

solution results in the need to maintain the solution as an on-going program. Identify which agency will be best suited to maintain the integrity of the program, and include that agency in the ground floor decisions. Develop a plan for governance, program growth and future funding as part of the initial project.

Conclusion:

Southern California with its dense population, commerce and industrial models, residential development, recreation habits and weather patterns combine to regularly exercise perhaps the most complex and frequently used Mutual and Automatic Aid systems in North America. Fire and EMS agencies frequently share resources in order to provide the best service to the protected public at large. This is accomplished by abiding by the established agreements in place. The majority of these agreements stem from the original master Mutual Aid plans of the 1950's. During the 70's, 80's and 90's many fire agencies recognized that there could be a mutual benefit in modifying the plan locally and began the implementation of Automatic Aid plans. These plans became popular in most of the urbanized areas and were seen as vast "improvements" over the standard Mutual Aid plans. However, there really were no simultaneous improvements made to the request and order plans to obtain the resources needed.

In Riverside County there exists an interest in improving the system of obtaining needed resources. Each of the agencies participating in the survey could find benefit in the participation of a C2C solution.

A regional approach to researching a C2C project is not only possible but suggested by some of the agencies interviewed. Due to the challenges cited in the section of this report entitled "Impediments to the Success of CAD-to-CAD Projects" a reasonable approach would start with a planning committee comprised of representatives of not only the potentially involved agencies, but also representatives of the dispatch centers, field operations level people, Emergency Management and information services experts.

All agencies reviewed in this study would benefit from the implementation of a CAD-to-CAD project, each perhaps for a different reason. Therefore, in a cost-to-benefit analysis, it will become clear to each agency what their cost brings in benefits.

Agency Profiles

- ***American Medical Response (AMR)***
 - Type of Center: EMS (Private)
 - CAD: TriTech Software Systems - VisiCAD (v. 4.5.10)
 - Connections with:
 - RVC = 1 way CAD
 - RIV = 1 way printer
 - COR = 1 way printer
 - MUR = via phone
 - PSP = via radio
 - CDR = via phone
 - Number of Mobile Data Devices
 - 110 MDCs in Transport Ambulances (w/AVL)
 - Annual Incidents within jurisdiction (2012)
 - 150,194
 - Mutual/Auto Aid sent
 - 0
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: AMR would see a reduction in telephone and radio traffic. If C2C is introduced, request from another agency could appear as call in queue, reducing processing time (45 to 90 seconds for call from radio/pager; up to 3 minutes for telephone transfer per request)
 - Large Incident: During large incidents, AMR is impacted in two ways: first, with requests for ambulances on the incident; secondly, with delays experienced in calls from impacted agencies. C2C solution would rapidly process requests for additional resources as it does single requests, and also eliminate the delays almost completely from busy centers as the other agency dispatchers process the requests “as normal”.
 - Situational Awareness: If configured so, field units could “see” other responders in the field and eliminate danger of collisions with emergency vehicles. Dispatchers could view escalating incidents in other jurisdictions and move resources appropriately for best coverage.
 - Operational Area Coordination: Due to AMR providing medical transport resources, the only benefit that C2C would bring in this area is the expanded awareness of emergent situations and movement of resources to fill overexposed areas.
 - Dispatch Back-up – Currently AMR enjoys a robust back-up radio, phone and IT infrastructure. Their facility can be evacuated and operations remain intact from the field.

Agency Profiles (con't.)

- **Cathedral City Fire (CDR)**
 - Type of Center: PD/Fire
 - CAD: Cyrus Alliance (v4..025x)
 - Connections with:
 - AMR: via phone
 - RVC: via phone
 - PSP: via phone
 - Number of Mobile Data Devices
 - 1 (B/C) – no CAD connection
 - Annual Incidents within jurisdiction (2012)
 - 4,818
 - Mutual/Auto Aid sent
 - 166
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: With a C2C solution, CDR could see a reduction in both telephone and radio traffic when contacting a cooperating agency when initiating or receiving a request for resources. Since all contacts are currently telephonic, this could result in reducing the call processing time by 3 minutes or more *for each incident*. In areas where an adjacent resource is placed on the call, this could add to the reduction of total response time (for all units committed to an incident). As with other agencies, reducing telephone and radio traffic in the dispatch center equates to making the dispatcher available for other tasks more often.
 - Large Incident: On the rare occasion that CDR experiences a large-scale incident, the request, fulfillment and coordination of outside resources, along with provision of coverage units would be greatly enhanced.
 - Situational Awareness: Minimal effect for CDR currently. Dispatch center could increase their SA by being aware of adjacent area activity and movement. Benefits in field would be maximized if resources have MDCs with AVL.
 - Operational Area Coordination: Benefit to CDR would be primarily better and faster coordination when outside resources are sent to CDR. Processing a request from outside agencies for a CDR resource would be enhanced, lessening the impact on the CDR dispatcher. CDR chief officers could become aware of incidents and resource movement on a larger scale and take local actions if necessary.
 - Dispatch Back-up: PSP is the alternate dispatch center, however it does not have an ability to alert CDR stations. If configured appropriately, a C2C project could effectively give PSP the ability to operate fire operations seamlessly in the event the CDR dispatch facility is evacuated (and CAD remains up).

Agency Profiles (con't.)

- **Corona Fire (COR)**
 - Type of Center: PD/Fire
 - CAD: West Covina Services Group (v.7.1.5)
 - Connections with:
 - AMR via printer
 - RVC via phone
 - RIV via phone
 - Number of Mobile Data Devices
 - 18
 - Annual Incidents within jurisdiction (2012)
 - 10,000 (Approx)
 - Mutual/Auto Aid sent
 - 1,000 (Approx)
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: COR could benefit greatly in this area. Dispatchers could see a decrease in telephone and radio time on each incident (medical and any others that require outside resources). Ambulance response time could be reduced by eliminating the need at AMR to enter the duplicate incident information into their CAD. New agreements could be entered into with adjacent agencies to provide a Boundary Drop environment, thereby reducing response times to those areas where adjacent resources are closer than the COR resources.
 - Large Incident: As with other agencies, a C2C system would be a dual advantage to COR both when resources are requested and when COR resources are sent. Automating the request process would cut processing time while removing the telephone task from the dispatch floor. During a large scale operation in COR, often the request process and the coordination of outside resources is handled between the Incident Command and the Operational Area Coordinator (OAC), leaving the COR Dispatch Center out of the loop. Deploying a C2C could bring them back into the information loop and record actual times of requests, etc.
 - Situational Awareness: The SA would be improved for both Dispatch and field operations. Dispatchers would enjoy increased awareness of adjacent operational events, enabling better preparation for impacts on COR. Field units would also benefit from this increased awareness, in addition they could observe shared resource AVL for collision avoidance opportunities on any response.
 - Operational Area Coordination: There will be benefits seen by COR in this area. First, in obtaining up-to-date views of incidents and resources of all agencies continues to enhance preparedness at all levels. Secondly, the COR Fire Chief serves as an Alternate OAC. In this position, he could obtain core and relevant information at a glance enhancing his ability to perform this task and assist in providing quality intelligence back to the region's Fire Chiefs.

- Dispatch Back-up: Currently RVC provides the back up for the fire/ems dispatch function, although RVC is unable to provide station alerting or CAD data to COR units. A C2C solution would deepen the abilities of every agency to provide “near normal” services in the event that any one dispatch center becomes uninhabitable (if CAD system remains operational).

Agency Profiles (con't.)

- **Murrieta Fire (MUR)**
 - Type of Center: PD/Fire
 - CAD: Cyrun (v.1.0.101)
 - Connections with:
 - AMR via phone
 - RVC via phone
 - Number of Mobile Data Devices
 - 10
 - Annual Incidents within jurisdiction (2012)
 - 7,151
 - Mutual/Auto Aid sent
 - 189
 - Benefits to be seen with a C2C solution:
 - **Day-to-Day:** With a C2C solution, MUR could see a reduction in both telephone and radio traffic when contacting a cooperating agency when initiating or receiving a request for resources. Perhaps most importantly, since all contacts for outside resources are currently telephonic, this could result in reducing the call processing time by 3 minutes or more *for each incident*. In areas where an adjacent resource is placed on the call, this could effect a reduction of total response time (for all units committed to an incident). As with other agencies, reducing telephone and radio traffic in the dispatch center equates to making the dispatcher available for other tasks more often.
 - **Large Incident:** As with other agencies, a C2C system would be a dual advantage to MUR both when resources are requested and when MUR resources are sent. Automating the request process would cut processing time while removing the telephone task from the dispatch floor. During a large scale operation in MUR, sometimes the request process and the coordination of outside resources is handled between the Incident Command and the Operational Area Coordinator (OAC) in order to expedite the requests and not overburden the local dispatch center, leaving the MUR Dispatch Center out of the loop. Deploying a C2C could bring them back into the information loop and record actual times of requests, etc.
 - **Situational Awareness:** Minimal effect for MUR currently. Dispatch center could increase their SA by being aware of adjacent area activity and movement. Benefits in field would be maximized if resources have MDCs with AVL.
 - **Operational Area Coordination:** Benefit to MUR would be primarily better and faster coordination when outside resources are sent to MUR. Processing a request from outside agencies for a MUR resource would be enhanced, lessening the impact on the MUR dispatcher. MUR chief officers could become aware of incidents and resource movement on a larger scale and take local actions if necessary.

- Dispatch Back-up: A back up facility was not identified in the survey, however MUR does maintain an unstaffed EOC identified to provide dispatch functions.. A C2C solution would deepen the abilities of every agency to provide “near normal” services in the event that any one dispatch center becomes uninhabitable (if CAD system remains operational).

Agency Profiles (con't.)

- ***Palm Springs Fire (PSP)***
 - Type of Center: PD/Fire
 - CAD: Cyrun Alliance (v4.0)
 - Connections with:
 - AMR via radio
 - RVC via phone and radio
 - Number of Mobile Data Devices
 - 6
 - Annual Incidents within jurisdiction (2012)
 - 8,458
 - Mutual/Auto Aid sent
 - 5
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: Largest benefit to PSP is in this area. Dispatchers could see a decrease in telephone and radio time on each incident (medical and any others that require outside resources). Ambulance response time could be reduced by eliminating the need at AMR to enter the duplicate incident information into their CAD. Other outside resource response times could also be reduced. New agreements could be entered into with adjacent agencies to provide a Boundary Drop environment (if desired) thereby reducing response times to those areas where adjacent resources are closer than the PSP resources.
 - Large Incident: As with other agencies, a C2C system would be a dual advantage to PSP both when resources are requested and when PSP resources are sent. Automating the request process would cut processing time while removing the telephone task from the dispatch floor. During a large scale operation in PSP, sometimes the request process and the coordination of outside resources is handled between the Incident Command and the Operational Area Coordinator (OAC), leaving the PSP Dispatch Center out of the loop. Deploying a C2C could bring them back into the information loop and notate actual times of requests, etc.
 - Situational Awareness: The SA would be improved for both Dispatch and field operations. Dispatchers would enjoy increased awareness of adjacent operational events, enabling better preparation for impacts on PSP. Field units would also benefit from this increased awareness, in addition they could observe shared resource AVL for collision avoidance opportunities on any response
 - Operational Area Coordination: Benefit to PSP would be primarily better and faster coordination when outside resources are sent to PSP. Processing a request from outside agencies for a PSP resource would be enhanced, lessening the impact on the PSP dispatcher. PSP chief officers could become aware of incidents and resource movement on a larger scale and take local actions if necessary.

- Dispatch Back-up: CDR is the alternate dispatch center, however it does not have an ability to alert PSP stations. If configured appropriately, a C2C project could effectively give CDR (or other dispatch center) the ability to continue fire operations seamlessly in the event the PSP dispatch facility is evacuated (and the CAD and communications lines remain operational).

Agency Profiles (con't.)

- **Riverside City Fire (RIV)**
 - Type of Center: PD/Fire
 - CAD: Motorola Premier CAD
 - Connections with:
 - AMR via printer
 - RVC via telephone
 - COR via telephone
 - Number of Mobile Data Devices
 - 24
 - Annual Incidents within jurisdiction (2012)
 - 29,000
 - Mutual/Auto Aid sent
 - 213
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: RIV would see benefits in this area. Dispatchers could see a decrease in telephone and radio time on each incident that includes outside fire resources, reducing the processing time for those resources. New agreements could be entered into with adjacent agencies to provide a Boundary Drop environment (if desired), thereby reducing response times to those areas where adjacent resources are closer than the RIV resources.
 - Large Incident: As with other agencies, a C2C system would be a dual advantage to RIV both when resources are requested and when RIV resources are sent. Automating the request process would cut processing time, reducing response time of committed resources, while removing the telephone task from the dispatch floor. During a large scale operation in RIV, the request and order process becomes automated also and improves the incident record keeping. Deploying a C2C would also be a beneficial tool for the FD personnel assigned to the center during large operations.
 - Situational Awareness: The SA would be improved for both Dispatch and field operations. Dispatchers would enjoy increased awareness of adjacent operational events, enabling better preparation for impacts on RIV. Field units would also benefit from this increased awareness, in addition they could observe shared resource AVL for collision avoidance opportunities on any response.
 - Operational Area Coordination: There will be benefits seen by RIV in this area. First, in obtaining up-to-date views of incidents and resources of all agencies continues to enhance preparedness at all levels. Secondly, the RIV Fire Chief serves as an Alternate OAC. In this position, he could obtain core and relevant information at a glance enhancing his ability to perform this task and assist in providing quality intelligence back to the region's Fire Chiefs.
 - Dispatch Back-up: Minimal impact for RIV. Currently RIV has redundant systems and facilities.

Agency Profiles (con't.)

- **Riverside County Fire (RVC)**
 - Type of Center: Fire and EMS
 - CAD: Northrop Grumman Altaris
 - Connections with:
 - AMR via CAD connection
 - RIV via telephone
 - CDR via telephone
 - COR via radio and telephone
 - MUR via telephone
 - PSP via radio and telephone
 - Number of Mobile Data Devices
 - 198
 - Annual Incidents within jurisdiction (2012)
 - 129,742
 - Mutual/Auto Aid sent
 - 931
 - Benefits to be seen with a C2C solution:
 - Day-to-Day: Due to RVC's size and area covered, they are uniquely situated to be in contact and assist all other Fire and EMS agencies in the region. RVC would experience the benefits of a C2C solution each day resulting in reduced response times for all incidents involving outside resources and reducing the number of tasks dispatchers must perform which then results in a reduced workload. A minimum time reduction in call processing of 45 seconds in some cases, to a reduction of 3 minutes of processing time in others. With the volume of incidents processed by this center, the time savings is quite substantial. Since a part of the staffing requirements for dispatch centers is based on *incident potential*, this may not result in a saving of labor costs, but does result in future cost offsets by allowing for incident growth.
 - Large Incident: Like the other agencies, a C2C system would be a dual advantage for RVC both when resources are requested and when RVC resources are sent. Automating the request process would cut processing time while removing the telephone task from the dispatch floor. During a large scale operation in RVC, often the request process and the coordination of outside resources is handled between the Incident Command and the Operational Area Coordinator (OAC). The C2C solution could be configured to allow the order and request tasks to be fulfilled either by the local dispatch center or at the Incident Command Post (ICP). In either case, this would allow the timely recording of incident milestones and be available to all participating agencies.
 - Situational Awareness: The SA would be improved for both Dispatch and field operations. Dispatchers would enjoy increased awareness of adjacent operational events, enabling better preparation for impacts on COR. Field units would also

benefit from this increased awareness, in addition they could observe shared resource AVL for collision avoidance opportunities on any response.

- Operational Area Coordination: Large benefits will be seen by RVC and the OAC in this area. First, in obtaining up-to-date views of incidents and resources of all agencies will continue to enhance preparedness at all levels. Secondly, for the RVC Fire Chief as OAC and the others that serve as an Alternate OAC. In this position, it becomes possible to obtain core and relevant information at a glance enhancing his ability to perform this task and assist in providing quality intelligence back to the region's Fire Chiefs.
- Dispatch Back-up: RVC currently has double redundant systems and facilities. A C2C would bring only minimal advantages to RVC. However, a C2C solution could lessen the impact on RVC dispatch personnel and operations in the event that any of the agencies that depend on RVC for back up operations actually need those services.

Observations Noted

Observation #1: Value of a CAD-to-CAD Solution – There is sufficient data existing that provides proof of value in the solution for each of the following areas:

- Day-to-Day Operations and Incidents
- Large Scale Incidents
- Enhanced Situational Awareness
- Operational Area Coordination
- Enhanced Dispatch Center Back-up Operations

Observation #2: Connections Between Dispatch Centers - There are several agencies that share resources daily in the Riverside Operational Area through Automatic and Mutual Aid agreements. In addition the arrangement with AMR as the ALS Transport provider for most of the County causes a need to pass information between their communications center and individual fire communications centers many times throughout the day. This is accomplished via monitored radio transmissions, telephone calls and for others there is a 1-way link from the public agency CAD to AMR's center.

Observation #3: Requesting Mutual and/or Automatic Aid - There appears to be in some agencies a “work around” situation at play when it comes to the Order and Request process on larger incidents. Specifically, tasking the Incident Command structure with placing the requests directly to the Operational Area Coordination Center (OACC) rather than going through the local dispatch center is common. Most often this is done in order to relieve burden and strain on the smaller centers and to expedite the order. While this may achieve the objective of expedition, it introduces a noticed void or delay in information sharing. Many examples exist of where the local centers are not aware of complex orders or expanding incidents even though there may exist financial obligations in the local government. Perris ECC and the local IC are tasked with keeping the local centers current with requests and orders as is convenient, but it does introduce a delay in keeping decision makers current. Additionally, in the initial stages of a growing incident this can be burdensome on a IC if the command structure is not fully staffed.

Observation #4: Enhancing Responses Through Auto Aid and Boundary Drop Arrangements – It was observed in this project that several agencies recognized the need to adjust and modify some of their response plans due to the changing nature of the areas protected. Station openings, closings and in some cases moving fire stations will affect the response plans. If the local CAD system is configured for static plans, this does not adjust automatically for these events. If configured for dynamic response plans, this can take into consideration these change but only if adjacent agencies are aware of the changes in a timely fashion.

Additionally noted there is a variance among the agencies in the region when it comes to the parameters of the Automatic Aid agreements. Some were observed to be limited to certain geographic areas while others were either agency-wide or limited to specific resource types. The agreements have not changed drastically over the years while response models have.

At least two of the agencies interviewed are interested in researching Boundary Drop agreements with neighboring agencies. Some would “entertain” the idea, while at least one found no reason to explore this option.

Observation #5: Lack of Existing Standardized GIS Base Map and Public Safety Layers – For those agencies that have deployed some automation in call handling between cooperating agencies (eg: RVC, AMR, COR, RIV) there does not exist a shared GIS base map. This can cause a delay in response, as the

relayed incident information may need to be corrected prior to a dispatcher sending resources (eg: one CAD may have a street as Main St. when the other CAD lists it as Main Str.). While there may be a move to standardize the base map, this has not been accomplished within each of the CAD systems.

Observation #6: Enhancing the Tools for the Area Coordinator Role – Discussion took place with regard to the role and abilities of this function. The Riverside region currently employs a method of obtaining daily information for regional capabilities and resources. Developed locally, the *DSR* is utilized by the agencies participating in the survey and relied upon for a view of what resources are available. However, currently configured it is a snapshot of what was available at 8 AM that day. It was discovered that with rare exception it is not modified throughout the day as resources change their status and availability.

The Fire Chiefs of the region enjoy a close working relationship in this arena. When needed, the OAC or his/her alternate can instigate a conference call with all other Chiefs to share resource, weather or incident information effectively. Assembling updated information prior to the conference call remains a challenge.

Please refer to the document in the Attachments portion of this report for details and recommendations relative to the OAC function.

Project Recommendations

Based on the collected information obtained through surveys, interviews and observations, the following recommendations are made:

Recommendation #1: Adopt the Project - The Riverside County Fire Chiefs Association adopt a resolution to pursue the feasibility of a CAD-to-CAD Data Sharing project among the Fire and EMS agencies of Riverside County. Further it is recommended that the Association establish a sub-committee comprised of the appropriate representatives of each participating agency and including subject matter experts from the field operations, dispatch centers, emergency management and communications/information sections to research the parameters of such a project, including but not limited to project design, performance requirements, governance and support requirements. This planning committee should also consider how a scaled-down, phased approach might be designed should total project funding be inadequate.

Recommendation #2: Identify Funding for Project - The Riverside County Fire Chiefs Association establish and delegate a separate committee to research possible funding sources for such a project, once the planning sub-committee establishes an adequate initial project design. A search for grant sources should include not only typical State and Federal sources, but also include local and private sector offerings, including those that may be classified as Public/Private Partnerships (if allowed). There are many stakeholders in the success of such a solution.

Recommendation #3a: Enhance Existing Automatic Aid Agreements – As a whole, the existing agreements should be reviewed to ensure that they meet current and future needs. Agreements should remove limiting restrictions such as geographical boundaries and reflect how aid is currently offered and requested in today’s fire service, and anticipate how that may change with growth in the future. If agreements limit sharing of resources by type, verify that this restriction is still warranted. Use caution when reviewing agreements for “reciprocity”. This requirement may not occur over a short period when measured apples-to-apples, but in a wider view may actually exist between all agencies.

Recommendation #3b: Consider a Master Automatic Aid Agreement – Many agencies when faced with maintaining multiple agency agreements have implemented a Master agreement for all agencies. Within this agreement, local restrictions or limitations can be handled through a referenced “Operational Plan” between specific agencies. In this manner keeping an agreement fresh and updated is made easier, as is adding additional agencies (if needed).

Recommendation #4: Boundary Drop Agreement – It was discovered during this project that certain agencies are desirous of such an agreement. It is recommended that these agencies begin discussions on how this agreement could be approached. While not all agencies would see benefit to such an agreement, this arrangement between two or more agencies would not have a deleterious effect on other agencies. Care must be given in the planning of such an agreement to discover all resultant and side-effects of such an arrangement prior to operating under these conditions. Boundary Drop agreements are in place and are being considered in many other areas across the nation and it is suggested that these agencies be contacted to obtain background information and planning strategies.

Attachment “A”

Riverside Operational Area

Coordinator’s Interviews

OVERVIEW

As part of the XRI Regional CAD Analysis project, during April 2013 interviews and discussions were held with and among the Operational Area Coordinator and the Alternate Op Area Coordinators. Questions were posed to these participants in order to assess whether or not persons acting as the Operational Area Coordinator (OAC) could benefit from information obtained through a future CAD-to-CAD project implementation.

The questions were designed to elicit information from participants in six (6) specific areas:

- Resource Knowledge at-hand
- Trust and Timeliness of Resource Information
- Updating Resources
- Requesting Assistance
- Requesting Out of Op Area Assistance
- Op Area Coordination Center Operations

PARTICIPANTS

Fire Chief John Hawkins (RRU/RVC) as Operational Area Coordinator

Fire Chief John Medina (COR) as Alternate OAC

Fire Chief Steven Earley (RIV) as Alternate OAC

Interviews were facilitated by Denny Neville, President of the Nevillewood Group, Inc., contractor for the XRI Regional CAD Analysis.

OBSERVATIONS

Originally the intent was to conduct interviews with the participants individually. After the first interview was held the group requested a single teleconference involving all participants. This proved to be a very valuable modification to the structure of this phase, as it allowed for open discussion and universal understanding of the line of questions posed to the group.

Prior to these interviews, the author of this report was unaware of a valuable tool currently in use in the Riverside Operational Area called the “DSR” (Daily Staffing Report). This is custom software designed to receive inputs at least daily from each of the participating fire agencies with regard to resource status and overall availability outside each local jurisdiction. This information is then available to each of the OACs at any time, along with the Perris Emergency Command Center (ECC) acting in the capacity of the Operational Area Coordination Center.

Chief Hawkins requested to make it clear that in his opinion the Riverside Operational Area enjoys deep levels of cooperation among the various fire and EMS agencies, and this was corroborated by both Chief Medina and Chief Earley. No singular instance or historical evidence of individual agency weaknesses or hesitation to contribute to mutual aid requests were noted or described. This appears to be a valid observation as witnessed by the daily changes made by each agency to the DSR as the single most useful tool in planning for resource movement and sharing.

There are daily examples of cooperation among the fire and EMS agencies in this Op Area, and historical evidence exists as to the Op Area's ability to assemble and dispatch resources within the area in a cooperative fashion. No complaints were noted of excessive delays, overuse or under-use of local agency resources when fulfilling in-county requests.

After discussion on the subject, Chiefs Hawkins, Medina and Earley concurred that the position of OAC is important to the effectiveness of the mutual aid system, and it is likely that the need for and tasks of this role will increase over time. At the same time, the responsibilities placed upon both the OAC and the OACC can be overwhelming. As Chief Hawkins described it, "It's one hell of an obligation."

Relative to the six (6) specific areas of questioning, the following was observed:

- **Resource Knowledge at-hand:** By incorporating the use of the DSR daily, this provides a snapshot of resource commitment and availability to the ECC.
 - Perris ECC does not utilize the DSR for RVC and RRU resource status, instead relying upon CAD for a dynamic profiling of resource status and location.
 - Concurrence exists among the interviewees that when the CA Multi-Agency Coordination (MACS) Group convenes, that the Riverside Op Area representative has adequate communications with both the OAC and the ECC.
- **Trust and Timeliness of Resource Information:** The ECC trusts information entered into the DSR, but acknowledges that this information was only 100% valid at the time of posting.
 - Few, if any local agencies update this information throughout the day as resource status changes.
 - Currently the OAC can request a conference call involving the local Fire Chiefs in order to brief the group on the situation(s) and/or request further resource commitments.
 - As described by the interviewees, the current method of assembling resource and incident information is "mechanical" in nature.
 - Doubt was expressed that the local agencies universally updated the ECC as often as they could with regard to resources and incident information.
- **Updating Resources:** Each agency is responsible for its own resource information and any modifications thereto.
 - Each agency contacts the individual that created the software in order to add/delete resources in the DSR.
 - Each agency submits personnel qualifications information to be placed into the Resource Order and Status System (ROSS) via an established course of action through the local area California Incident Command Certification System (CICCS).

- It appears as though the current methods of updating resource information are adequate for use within the current systems.
- **Requesting Assistance:** *Relative to the role of the OAC*, no concern was expressed on the ability of any local agency to participate in Automatic or Mutual Aid requests. Interviewees concurred that all local agencies are “eager to play” and cooperation “is at the highest level”.
 - Concern was identified that any automation of this role needed to be carefully and completely understood in order to prevent the OAC from “overacting” and usurping the local Fire Chief’s responsibilities.
- **Requesting Out of Op Area Assistance:** Concern was expressed in these areas:
 - Region VI’s only ability to “see” Op Area resources is through ROSS. Most if not all of the other Region offices in California operate under the same constraints.
 - ROSS maintains three (3) separate databases (Local, State and Federal) which are not connected, which may affect resource requests both in and out of the Op Area.
 - Region VI does not have access to any CAD, therefore the resource information may be stale.
 - When activity in the Region escalates, resource requests get delayed. This can lead to additional dependence on local Riverside County resources as an alternative to obtaining timely outside resources.
- **Op Area Coordination Center Operations:** All expressed satisfaction with current OACC operations, including access to the facility and its information by the Alternate OACs. The Alternate OACs both felt that cooperation and assistance from staff at the ECC was of the highest level. Corona was identified as the Alternate OACC by a previous arrangement.
 - Agreement exists that the role of OACC can be a burden on any dispatch center and its staffing.
 - Concern was expressed that Corona may not have the staffing or access to the tools currently in order to rapidly take over the OACC responsibilities and functions.

In a separate interview with Perris ECC staff, similar questions were posed to them. Very similar answers to the above were obtained. Of note were:

- Great cooperation and involvement by the Alternate OACs is seen.
- Participation in Mutual Aid by all fire and EMS agencies is noted.
- Most often, local fire dispatch centers contact the ECC with resource requests via phone.
- When a local dispatch center contacts the ECC with resource requests, it is often unclear to the local dispatcher as to how the resources are being requested (local mutual aid, master mutual aid, etc). While this may not delay the resource assignment, it requires the ECC to make subsequent phone calls.
- On occasion, these resource requests are made directly to the ECC by the Incident Commander in the field if the local dispatch center is busy or the order is complex, adding another task for the IC.
- Perris ECC, as the OACC, retains the responsibility to enter the local resources into ROSS. Therefore it is imperative that the local agencies keep Perris abreast of resource changes.
- If local agencies are already cooperating under Automatic Aid and assigning resources, Perris may not be aware of resource movement or local agency resource depletion until a request is made for RVC or RRU resources.

- When an incident is being handled with the Next-generation Incident Command System (NICS), the ECC is only then able to visualize resource location information when assigned.
- ECC is not able to view Automatic Vehicle Location services on fire and EMS resources unless a resource is so equipped with AVL *and* has subscribed to NICS.

FINDINGS

- A. Overall, the Riverside Operational Area exercises mutual aid between fire and EMS agencies effectively, and on a frequent basis. Their resource allocation and movement is made according to established agreements and rules, with some flexibility given to the OAC for variance when appropriate.
- B. The Perris ECC performs well in its role as the OACC. There is high confidence among local agencies and the OACs that ECC staff knows their tasks well, and staffing escalates appropriately according to need. There were no known deficiencies noted with regard to this facility or the infrastructure in place. It is reasonable to assume that this facility and staff can also accommodate growth in the role of OACC.
- C. The development and use of the DSR can be seen as a very good example of appropriate resource planning and use. The effectiveness of the DSR is wholly dependent upon frequent evaluation and input of resource information at the local level. Given that currently this document is submitted in the morning and not frequently updated throughout the day, the DSR becomes a snapshot of a best-case scenario for resource availability.
- D. As currently used, DSR is a static tool used to make decisions in very dynamic settings. This then requires additional tasks by the ECC to ensure that resources can be committed as planned.
- E. At times large resource commitments can be made between local agencies without the knowledge of the OACC.
- F. The OAC and the Alternates are keenly aware and sensitive to the needs of the local Fire Chiefs.
- G. Individual Fire Chiefs and their staffs have expressed concerns both for and against increased use of Automatic Aid and Boundary Drop agreements. While the increase in use of either type of agreement can reduce the lag time in ordering resources, it can also lead to real or perceived “over-use” of resources from other agencies.
- H. Great concern exists in the Riverside Op Area on the Region VI’s ability to view resource information in a real-time setting.
- I. There exists concern in the Riverside Op Area that the existence to two distinct ROSS databases (one for federal resources, one for state and local) without any coordinated link between them produces delays in resource deployment.

- J. There remains some concern with regard to utilizing the Corona dispatch center as the back-up OACC. While this use has never occurred, there is some doubt that the facility could accommodate the tasks, and that appropriate staff is not present at the facility. The requirements to successfully execute the role of the OACC can be likened to a two-part adhesive – epoxy and catalyst. A facility and infrastructure designed for the task can only be successful if it is operated by a trained and available staff. Without both ingredients, the role cannot be adequately executed. It should be noted that there exists two back-up facilities to the Perris ECC (at the County Administrative Center in Riverside and in Indio). These locations are reported to have near identical capabilities in infrastructure to the ECC.
- K. In order to obtain a Common Operational Picture (COP) of an incident or Op Area resource commitment and strength (or both), the OAC is reliant upon the ECC staff to develop this product. If the ECC is not hosting the incident, there is a delay in obtaining the relevant information for the COP. Should the ECC be experiencing a high volume of incidents itself, it may be delayed in producing the COP until sufficient staffing is brought in. This same reliance relationship is repeated in most OACCs, and Riverside is not unique.
- L. In order for local Fire Chiefs and decision-makers to accept the arguments and reasoning for further commitment of resources or to understand a common threat, a COP is extremely important as the underpinnings for such a decision.
- M. The OAC can call for an Op Area conference call among the Fire Chiefs or their designees in order to provide a COP and briefing, or to discuss and request the need for further resource commitment. Given enough lead time, this COP could be a visual product (faxed documents, internet-available maps, DSRs, Power Points, etc), or could just be verbally shared via the conference call. Set up time for this type of call is reported to be a minimum of 30 minutes, possibly longer if there needs to be production time for a COP.
- N. With access to incident intelligence and resource commitment/availability, agencies uninvolved or peripherally involved can take a proactive role in area readiness.
- O. The Riverside Op Area agencies can and do provide a higher level of Situational Awareness (SA) to participants in incidents at all levels through the deployment of NICS. Utilized mainly on wildland incidents, NICS can also be used as an All-Hazard tool.

RECOMMENDATIONS:

1. Establish defined trigger-points for inputs to the DSR. For instance, create standard procedures for local fire agencies as to when to update their resources, such as an incident escalating to 2nd Alarm, adding staff to a reserve engine, etc. (*Findings C, D and E*).
2. Consider retention of the DSR as a basic tool, however automate the inputs into the DSR by connecting each CAD system to the DSR. This will undoubtedly require additional modifications to the DSR program itself (*Findings C, D and E*).
3. Define standard procedures for all local agencies describing when to notify the ECC of either increased activity or increased commitment of resources (*Finding E*).
4. Develop a minimum expectations list for the back-up OACC, to include facility needs, infrastructure minimum requirements, personnel training and deployment methods (*Finding J*). If the presently designated center cannot fulfill the need, consider making one or both of the current Perris ECC back-up centers the Alternate OACC (*Findings K, L, M and O*).
5. Develop an “ingredients” list for a standardized COP. Ascertain what the expectations are among the local Fire Chiefs for an Op Area COP, and create a standard procedure or guideline for its creation by the ECC. Determine among the expectations noted what would be the content of both a verbal and a graphic depiction of the COP (*Findings K and L*).
6. Should the Riverside Op Area decide to go forward with a CAD-to-CAD project, include the needs of both the OAC and OACC in the design of the system requirements, prioritized accordingly (*Findings A, B, C, D, E, F, J, K, L, M, N and O*).
7. Consider the automated connection to the DSR as part of a CAD-to-CAD design. It may replace the need to connect each CAD to the DSR (*Findings C, D and E*).
8. After receiving the XRI Regional CAD Analysis report, consider holding a workshop among the Fire Chiefs to further explore the impacts of expansion of Automatic Aid and/or Boundary Drop agreements. These concepts are complex and will have varied meanings and impacts to each individual agency (*Finding G*).
9. Discussion needs to take place at the Regional level with regard to the current static portrayal of resource status and availability, and the Region’s inability to view real-time status and location data. Additionally, create discussions at this level on the need to provide automated views for decision makers at the Region and State levels. Other Op Areas will be willing to join in this discussion (*Findings H and I*).
10. Development of an “OAC Dashboard” would be a valuable tool for both the OAC and the OACCs in addition to any interested Chiefs. This type of tool can be deployed and updated either manually or in an automated fashion, thereby relying less on the manual labors of the OACC. It

can also be a tool used in the EOCs of the participating agencies. It can be created to include both resource commitment levels and availability levels, along with Incident data (Findings K, L and M).

11. Data sharing is a very powerful tool for the Fire Chief, particularly when shared across boundaries. Along with the basic concepts of Mutual Aid, the sharing of data can strengthen the resources of an area while at the same time decreasing the time needed to request, assemble and deploy said resources. Consider including data sharing (where appropriate) as a value to the mission statement of the Riverside County Fire Chiefs Association.

Acknowledgements

The author wishes to express his appreciation to the participating agencies within the Riverside County Operational Area for their cooperation and support for this project. Often in a project of this type progress on the collection of data can be stymied by agencies and individuals that are suspicious of the true intent of the project and protective of their own agency's information. For this project, I found *all* participants to be welcoming and helpful. Therefore, the information contained in this report can be construed as true and valid, without any perceived bias toward or against any one agency.

Additionally, there are individuals that should be singled out for their interest and participation in the CAD2CAD Analysis Project. These true professionals not only offered cooperation above and beyond that which was requested by the author, they also provided thoughtful and meaningful ideas on the importance of sharing data and how that could influence improved public safety performance for the Riverside area. These people are truly engaged in the idea of taking data sharing to the next level.

Thank you and deep appreciation to these individuals:

Captain Andreas Johansson, Corona FD – Without his interest and determined efforts, this project would not have existed.

Fire Chief John Medina, Corona FD – His leadership and willingness to engage his department for the good of all Riverside agencies is an example of how the combined strengths of individual agencies can be pulled together to make a stronger regional approach.

Fire Chief John Hawkins, CALFIRE/Riverside County Fire – A refreshing openness and willingness to look at existing policies and procedures in order to gauge their effectiveness for today's demands. True leadership is always noted and appreciated by all.

Fire Chief Steven Earley, Riverside City FD – His historic perspectives and willingness to ask questions made this project look into areas that were not originally thought to be necessarily relevant to the objectives.

To all who participated, thank you for the opportunity to view, analyze and comment on your operations!



Agenda Report

File #: 17-1382

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 12/20/2017
TO: Honorable Mayor and City Council Members
FROM: Police Department

SUBJECT:
City Council consideration to award bid RFP 17-032CG and approved the Purchase and License Agreement with Spillman Technologies, Inc. for the amount of \$1,118,207.63 and authorize the purchase of computer hardware, materials, and equipment from AMS.NET as an Exception to Bid for \$166,934.18 for the Public Safety Computer Aided Dispatch / Record Management System (CAD / RMS) project.

RECOMMENDED ACTION:

That the City Council:

1. Award the bid, RFP 17-032CG to Spillman Technologies, Inc. of Salt Lake City, UT in the amount of \$1,118,207.63 for the purchase, installation, training and support related to the public safety Computer Aided Dispatch / Record Management System (CAD/RMS), and waive any and all minor irregularities in the bidding documents as submitted by said bidder.
2. Authorize the City Manager or his designee to approve and execute the Purchase and License Agreement with Spillman Technologies, Inc. and approve necessary change orders or amendments up to the amount provided by CMC 3.08.060 (j).
3. Authorize the City Manager or his designee to approve and execute the Maintenance and Support Agreement (Exhibit A of the Purchase and License Agreement) with Spillman Technologies, Inc. and approve necessary change orders or amendments up to the amount provided by CMC 3.08.060 (j).
4. Authorize the Purchasing Manager to issue a purchase order to Spillman Technologies, Inc. in the amount of \$1,118,207.63.
5. Authorize a purchase of computer hardware, materials, and equipment from AMS.NET of

Livermore, CA in the amount of \$166,934.18 as an exception to bidding pursuant to the Corona Municipal Code (CMC) 3.08.140 (e) in the best interest of the City.

6. Approve and authorize the City Manager or his designee to execute any needed contractual documentation to effectuate this computer hardware, materials, and equipment purchase, subject to any revisions required by the City Manager and/or the City Attorney in order to make them acceptable as to form and consistent with the Council's actions hereunder.

7. Authorize the Purchasing Manager to issue a purchase order to AMS.NET in the amount of \$166,934.18.

8. Authorize an estimated net \$6,581-\$90,354 of recurring General Fund monies for the annual maintenance costs to be effective in year two (FY 2020-21) through year five (FY 2023-24) for maintenance.

ANALYSIS:

The current public safety CAD/RMS system was purchased in 1989. The system has served the City for close to thirty years and has surpassed its life cycle. It has been determined by all affected departments that the current software and modules are in need of replacement. The outdated software can no longer contain, or compliment critical functions that public safety need to rely on.

The CAD/RMS system is the complete mission-critical information system for public safety. The CAD portion of the system is a fully integrated dispatch data mapping, personnel tracking, E9-1-1 and emergency medical call data for real time responses both at the dispatch center and for mobile access. The RMS portion is the single database where incident reports are generated and stored. It is where analytical data is compiled, reviewed, and reported, and evidence management is maintained. The system can also provide alarm tracking, jail management, and resource management.

In July 2016, the City Council approved budget for a potential CAD/RMS system replacement at \$1.8M, and an additional \$147,000 was a budgetary transfer from the June 30, 2017 Police Department's personnel savings.

In December 2016, Winbourne Consulting, LLC was hired to guide staff through this purchasing and implementation process. Winbourne, with City staff, developed a needs assessment; developed a statement of work, with functional and technical requirements; Winbourne facilitated the evaluation committee in determining a vendor; conducted contract negotiation with the vendor and is expected to assist city staff with the implementation.

On January 26, 2017, the City of Corona issued Request for Proposals (RFP) No. 17-032CG for CAD, RMS and Mobile Replacement. This RFP not only consists of the purchasing equipment and software, but also installation, training and maintenance services (hardware support). The RFP allowed the City to evaluate potential vendors on additional criteria other than their bid amount, such as their technical ability to install, implement and support the hardware purchased by the City and the ongoing customer and technical support. This is a critical, on-going component of what the City is purchasing.

The RFP was advertised in the Sentinel Weekly on January 27, 2017 and posted on the City of

Corona website. The purchasing division solicited thirteen (13) vendors, then the evaluation team consisting of individuals from the Police, Fire and Information Technology Departments and the City's hired consultant, evaluated the vendors in three phases.

The City received three (3) proposals by the proposal due date and time. The evaluation from phase I was a pass/fail for the requested RFP information and to the proposal content and forms. All of the vendors that successfully completed the first phase of the evaluation moved onto the second evaluation phase.

The Phase II evaluation of the proposals was based on four (4) criteria: 1. Responses to Scope of Work, 2. Qualifications and Experience, 3. Past Performance as Indicated by References, and 4. Cost. The evaluation team reviewed the proposals, analyzed each proposer's qualifications and experience in implementing similar sized projects, and evaluated discussions with references. All vendors moved onto Phase III.

Evaluation Phase III was based on the Bidders overall response to the Scope of Work and the experience level as determined by oral presentations by the Bidders implementation teams and site visits with agencies actively utilizing the systems conducted by the City. During these presentations, the Bidders set-up complete systems in which they could demonstrate all the desired functionality. Spillman had the overall highest score amongst the three vendors and the evaluation team determined that they were the best suited to serve the public safety and information technology departments.

The request for the exception to bidding for the vendor AMS.NET is a result of their proposal including the same negotiated hardware discounts that would have passed through from Spillman's hardware distributor. The City's IT Department has developed a good working relationship with AMS.NET based on the high quality level of customer service experienced. AMS.NET has also developed a technical knowledge base of the City's - systems and will be helpful during the hardware installation phase.

The implementation of the system is expected to take 12 - 18 months, with a begin date of January 2, 2018. During this time period multiple public safety and Information technology staff members will be working on the transition of services. There is extensive training that is expected to get all staff members familiar with the new system.

All details of the modules and technical interfaces are listed in the Purchase and License Agreement. The City Attorney has reviewed and approved the Purchase and License Agreement as to form the proposed agreement.

COMMITTEE ACTION:

Not Applicable.

STRATEGIC PLAN:

This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of police and fire services to our community.

FISCAL IMPACT:

Funding for the CAD/RMS project is available in the Fiscal Year 2017-18 Capital Improvement Plan Budget. The estimated costs for this vendor and project are outlined as follows:

<u>General Fund - CAD/RMS Project 7167 Budget / Onetime</u>	
Total	\$ 1,947,000.00
 <u>General Fund - CAD/RMS Project 7167 Estimated Expenses / Onetime</u>	
Spillman Technologies for System	\$ 1,118,207.63
System Training / Testing	350,000.00
Winborne Consulting Services	196,960.00
AMS.NET for Server Hardware / Storage / etc.	166,934.18
Server Operating System Licensing	21,000.00
GIS Licenses	7,500.00
Misc. Cables/ Digi Card	900.00
Fire CAD2CAD with Riverside/ AMR (Kologic – Interface included above)	24,000.00
Electrical needs	5,000.19
<u>Total</u>	<u>1,890,502.00</u>
Remainder to be applied to Maintenance	56,498.00
<u>Total</u>	<u>\$ 1,947,000.00</u>

The training and testing budget will be needed over the next 12-18 months as training gets scheduled accordingly with the vendor. This training will involve all dispatch, records, police and fire public safety personnel. Testing will occur with staff assigned to certain functions as needed. The CAD2CAD vendor Kologic, is for CAD connection to all of Riverside County fire agencies, which also includes American Medical Response (AMR) ambulance company for emergency communication.

There are various Information Technology needs for server, storage, licenses etc. Any savings from the project (by these listed categories) will be used to offset the annual maintenance costs. All other items to be purchased will follow the proper purchasing guidelines as required.

These recurring cost impacts are for the Maintenance and Support Agreement, and other various software and hardware licenses. The Spillman maintenance costs are effective 60 days after the “go live” date. Below are the anticipated annual costs with a 3% growth assumption:

General Fund - CAD/RMS Recurring costs and net impacts

	CAD/RMS	CAD2CAD	IT	Total	Police Offset	Capital Project Offsets	Net
Year 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2	197,298.76	\$ 24,000.00	15,750.00	237,048.76	(173,970.00)	(56,498.00)	6,580.76
Year 3	202,917.72	24,720.00	16,222.50	243,860.22	(173,970.00)		69,890.22
Year 4	208,705.25	25,461.60	23,432.50	257,599.35	(173,970.00)		83,629.35
Year 5	214,666.41	26,225.45	23,432.50	264,324.36	(173,970.00)		90,354.36

Year one is expected to start in FY 2019-20, with recurring costs expected to begin in FY 2020-21.

The Police Department will be able to net the above cost with \$173,970 for the current CAD/RMS provider and vendors that will no longer be used, as well as, the elimination of some part-time records support with the implementation of the new system. Therefore, with the Police Departmental budget offsets, and the onetime remaining balance of \$56,498 from the capital project balance, will offset the General Fund impacts \$6,581 for year 1. Additionally, any capital project savings and/or any Police Department contractual savings resulting from the transitional system crossover period will be applied to offset the maintenance costs.

It is also noted that the life expectancy of the server and other related hardware equipment is five years. Replacement of this equipment will be handled during the annual budget process. The recurring cost, however, will be funded during the annual budget process as these are part of the agreement.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

PREPARED BY: BARBARA THIERJUNG, PUBLIC SAFETY FINANCE DEPUTY DIRECTOR

REVIEWED BY: JERRY RODRIGUEZ, POLICE CAPTAIN

REVIEWED BY: JAMES PATTON, INTERIM CHIEF OF POLICE

REVIEWED BY: CHRIS MCMASTERS, CHIEF INFORMATION OFFICER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Attachments:

Purchase and License Agreement with Spillman Technologies, Inc.

spillman[®]
technologies, inc.
a Motorola Solutions Company



Corona Contract Packet



Corona Police Department



Purchase and License Agreement

Confidential and Proprietary

The contents of this document are confidential and propriety to Spillman Technologies, Inc. Copying or distributing this material is strictly prohibited.

Spillman® Purchase and License Agreement

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Purchase and License Agreement

This Purchase and License Agreement (the “Agreement”) is made and entered into effective as of the date this Agreement is signed by both parties below (the “Effective Date”), and is by and between:

Spillman Technologies, Inc. (“Spillman”)
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

City of Corona (“Customer”)
400 South Vicentia Ave, Suite 320
Corona, CA 92882

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit B (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **“Confidential Information”** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman’s pricing, future product plans, trade secrets; know-how; a party’s non-public business and financial information; customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party’s possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **“Documentation”** means all written or electronic user documentation for the Software provided by Spillman to Customer. Documentation does not include Spillman marketing materials.
- 1.3 **“Software”** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit B (Purchased Products and Services) and Exhibit C (Existing Interfaces – Technical Product Documents) or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in

Exhibit A (Maintenance and Support Agreement)). “Software” specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Agreement.

- 1.4 **“Third Party Software”** means software owned by third parties, whether (i) licensed by the third party to Spillman for distribution to Spillman’s customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.5 **“Spillman Application Administrator”** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.6 **“Utilities”** means the software utilities and tools provided by Spillman as part of the Software, including Spillman’s XML Query, ODBC interface and implementation code, ctpPerl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

- 2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit B (Purchased Products and Services).
- 2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit B (Purchased Products and Services). Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted. If Third Party Software is provided to Customer by Spillman and is not subject to a separate third party license agreement, then Spillman sublicenses such Third Party Software to Customer pursuant to the terms of this Agreement that are applicable to the Software, provided, however, that Spillman does not make any warranties to Customer or agree to indemnify Customer for any claims regarding Third Party Software. Third Party Software may be used only in conjunction with Spillman’s Software and, where applicable, the hardware with which such Third Party Software is intended to be used.

Section 3: License

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Exhibit B (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement, including without limitation the restrictions with respect to Utilities set forth in Section 10. Notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement are solely for the use of the Software by those Customer agencies listed in Exhibit B, Purchased Products and Services (the “Authorized Users”). The Authorized Users, including their personnel, are the sole licensees authorized to use the Software and related materials. Additional agencies may be added to Exhibit B as Authorized Users, by mutual written agreement of Customer and Spillman.

- 3.2 **Ownership.** The Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. Any Third Party Software distributed by Spillman is separately licensed to Spillman from third party licensors.

Such Third Party Software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with the Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

- 4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed. If an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Spillman as soon as is feasible.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copy shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or electronic copy) the Documentation as reasonably necessary and appropriate for Customer's authorized use of the Software. Customer may not distribute any Documentation for use outside of Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** If Customer and another agency (a "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional exhibit. Customer agrees to be responsible for timely payment of Spillman's invoices for the Shared Agency's license and services, whether such invoices are to be paid by the Shared Agency or Customer. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

- 4.5 **Cooperative Purchasing (“Piggyback”).** Upon request of a third party state or local agency located in the same state as Customer (the “New Agency”), Spillman will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such piggybacking arrangement under state law, and provided that Spillman and the New Agency agree in writing upon the software, products and services to be licensed and purchased by the New Agency and the prices therefor, which shall be paid by the New Agency.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit B (Purchased Products and Services). All invoices are payable within forty-five (45) days of the date of the invoice, unless a later payment due date is agreed to in Exhibit B. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit B (Purchased Products and Services).
- 5.2 **Taxes.** Customer is solely responsible for any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman’s net income). It shall be the responsibility of Spillman to collect and remit applicable taxes. If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.
- 5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may terminate this Agreement pursuant to Section 12.4 or, upon thirty (30) days’ prior written notice to Customer, suspend performance of Spillman’s services until the past due amounts are paid. Customer shall also be liable for all costs of collection, including reasonable attorney’s fees, whether or not a suit is instituted.

Section 6: Maintenance and Support Services

- 6.1 **Support Agreement.** Spillman will provide maintenance and support services to Customer with respect to the Software pursuant to the terms of the Maintenance and Support Agreement attached as Exhibit A hereto (the “Support Agreement”), subject to Customer’s payment of the applicable annual support and maintenance fees after the Warranty Period ends.

Section 7: Customer Responsibilities

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator (“SAA”) who is qualified to operate the Software on Customer’s own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.
- 7.2 **Spillman Support Contacts.** Customer will provide contact information for its SAA and other personnel who are authorized to contact Spillman support to Spillman’s support department. Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

- 7.3 **Additional Components.** Other components (hardware and/or Third Party Software) may be required for the use of the Software, including without limitation workstations, personal computers, networks, operating systems, and Internet connectivity. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 7.4 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in a secure environment and according to the specifications for the equipment as specified by its manufacturer.
- 7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software, improperly using the Software, or otherwise breaching this Agreement. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible. Customer is liable for any breach of this Agreement by any employee or agent of Customer.

Section 8: Proprietary Protection and Restrictions

- 8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only, unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 8.4 **Limitations on Service Bureau Work and Sharing Arrangements.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except for Authorized Users as defined in Section 3.1, and any Shared Agencies as expressly authorized in writing by Spillman as set forth in Section 4.4. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

- 8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes contemplated by this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are also bound to keep such information confidential. A party may also disclose Confidential Information to the extent required by the open records act or other freedom of information laws or regulations, provided that it gives the other party reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 9.2 **Restrictions on Customer's Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.
- 9.3 **Restrictions on Spillman's Disclosure.** All non-public documents and data provided by Customer to Spillman, including any materials created by Spillman that incorporate Customer's Confidential Information or data, shall be held confidential by Spillman. Such documents and data shall not, without the prior written consent of Customer, be used or reproduced by Spillman for any purposes other than the performance of service by Spillman under this Agreement. Spillman shall not disclose, cause or facilitate the disclosure of such Confidential Information to any person or entity not connected with the performance of Spillman's services or the project. Spillman shall not use Customer's name or insignia, photographs of Customer's project, or any publicity pertaining to Customer's project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Customer.

Section 10: Utilities; Restrictions on Usage

- 10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC and Spillman's APIs, Customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.

- 10.3 **Disclaimer.** Spillman permits customers to use the Utilities, but solely at the customers' own risk. Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranties and Limitation of Liability; Indemnification

- 11.1 **Functionality Warranty.** Spillman warrants for a period of 12 months (the "Warranty Period"), and for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman. The Warranty Period will begin upon the date of completion of the 60-Day Performance and Reliability Period as defined in Exhibit G, Acceptance Test Plan. This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.
- 11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty set forth in Section 11.1 shall apply only to the most current version of the Software issued by Spillman. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the cperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.
- 11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 11.4 **Performance Warranty.** Spillman warrants that its services performed pursuant to this Agreement will be performed in a professional and workmanlike manner, for a period of ninety (90)

days after the date of performance of such services. The City must notify Spillman of any claims of breach of this warranty within such time period.

- 11.5 **Intellectual Property Warranty.** Spillman warrants, to its knowledge, that it and its subcontractors have the right to license the Software, or pass through the license of Third Party Software, pursuant to this Agreement. For any third party claim of infringement arising out of Customer's use of the Software, Spillman will indemnify Customer as set forth in Section 11.10 below. Such indemnity constitutes Customer's sole remedy for any third party infringement claim relating to the products provided by Spillman and its subcontractors and sub-consultants pursuant to this Agreement.
- 11.6 **Malicious Code Warranty.** Spillman warrants, to its best knowledge, that its Software, as delivered from Spillman to Customer, will not include any Malicious Code, and Spillman will use commercially reasonable efforts to keep Malicious Code out of the Spillman software. "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious functionality that would intentionally erase or render data and programs unusable or intentionally interfere with any software or Customer's computer system.
- 11.7 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Customer agrees that Spillman is not responsible, and Spillman disclaims all liability, for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software.
- 11.8 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions. The liability limitations set forth in this Section 11.8 will not apply to indemnification obligations under Sections 11.10 and 11.11 below.
- 11.9 **Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 11.10 **Infringement Indemnification.** Spillman agrees to defend Customer and its directors, officials, officers, employees, volunteers and agents ("Indemnitees") against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any

damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action.

Spillman will not be required to indemnify an Indemnitee unless (i) Indemnitee promptly notifies Spillman of any such claim; (ii) Indemnitee gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Indemnitee in defending the claim; and (iii) Indemnitee provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Failure by Indemnitee to give prompt written notice shall not relieve Spillman of its obligations hereunder unless such failure is material to Spillman's ability to defend or settle the claim. Indemnitee may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Indemnitee substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Indemnitee. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon Third Party Software or hardware; where permitted; Spillman will pass through to Customer any warranties and indemnification provided by the applicable Third Party Software or hardware manufacturer, including infringement indemnities where available. Notwithstanding the foregoing, to the extent Spillman's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Spillman. This Section 11.10 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

11.11 General Indemnification. Spillman shall defend, with counsel of Indemnitee's choosing and at Spillman's own cost and expense, Indemnitee(s) from and against any third party claims, demands, actions, lawsuits, and proceedings, at any time asserted or made against an Indemnitee (each, a "Claim"), and shall indemnify and hold Customer and any other Indemnitee harmless, without limitation, from and against amounts finally awarded against Indemnities in any legal action arising out of such a Claim to the extent that damages are caused by a negligent or reckless act, omission or willful misconduct of Spillman or those parties under control of Spillman while performing any Service pursuant to this Agreement. The Indemnitee's selection of legal counsel shall be subject to the consent of Spillman, which consent shall not be unreasonably withheld; provided, however, that Spillman's refusal to accept a tender of defense by Indemnitee shall be deemed to be an unreasonable withholding of consent by Spillman as to Indemnitee's selection of legal counsel. To the extent that the Indemnitee selects the Indemnitee's in-house legal counsel, Spillman hereby consents to such selection. The foregoing excludes any Claims related to the functionality or use of, or bugs or errors in, the Software and Third Party Software provided by Spillman, which shall be governed solely by the warranty terms of this Agreement. The Indemnitee shall promptly notify Spillman in writing of the Claim (provided, however, the Indemnitee's failure to provide prompt notice will relieve Spillman of its obligations only if and to the extent that Spillman is materially prejudiced by such delay) and allow Spillman to control the defense or settlement of such Claim. The Indemnitee will provide Spillman with all reasonable assistance in

defending or settling such Claim, at Spillman's expense. Spillman shall not settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnitee, which shall not be unreasonably withheld.

- 11.12 **Indemnification Survival and Limitations.** Spillman's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Indemnitees.

Section 12: Term of Agreement; Termination

- 12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated for cause as provided herein, or by Customer as permitted under Sections 12.3 or 12.5.
- 12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement provided that Spillman continues to offer and provide such support and maintenance services, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software. Notwithstanding the foregoing, this Agreement shall not terminate and Customer's license of the Software will continue perpetually if Spillman terminates the Support Agreement without cause, unless this Agreement is otherwise terminated pursuant to the terms of this Section 12.
- 12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon thirty (30) days' prior written notice to Spillman, without cause. In such case Spillman will be entitled to receive as compensation from Customer, upon appropriate documentation, its fees for all labor adequately performed up to and including the effective date of the termination, and the cost of all materials and supplies that have been purchased for Customer.
- 12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement – including the Support and Maintenance Agreement (Exhibit A) or any Statement of Work executed by the parties – and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.
- 12.5 **Termination for Loss of Funding.** Customer may also terminate or suspend this Agreement upon thirty (30) days prior written notice in the event of the elimination of an appropriation for, or the non-availability of, sufficient funds for the purposes of this Agreement. In such case Spillman will be entitled to receive as compensation from Customer, upon appropriate documentation, its fees for all labor performed up to and including the effective date of the termination, and the cost of all materials and supplies that have been purchased for Customer.
- 12.6 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the

Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the license fees or purchase price, as applicable. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.7 through 11.12, 12.6 and 13 shall survive termination of this Agreement. In the event this Agreement is terminated as provided herein, Customer may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Customer may retain any reports created by Spillman specifically for Customer.

Section 13: Miscellaneous

- 13.1 **Entire Agreement – Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 13.3 **Governing Law and Jurisdiction; Legal Claims.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Spillman must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against Customer. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Spillman. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against Customer. In any legal action between the parties, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

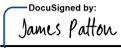
- 13.5 **Injunctive Relief.** Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.
- 13.6 **Reserved.**
- 13.7 **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
- 13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.
- 13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.
- 13.11 **U.S. Government Restricted Rights.** Any software obtained for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government") is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).
- 13.12 **Insurance.** Spillman shall maintain insurance as per the terms of Exhibit I.

Spillman desires that Customer be confident that the Software will suit Customer's needs. Although Customer must make that determination, Spillman is prepared to fully discuss the Software with Customer and answer questions. By executing this Agreement, Customer acknowledges that it has been given an adequate opportunity to investigate Customer's computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved by:

City of Corona

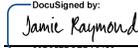
Signature:  _____
DocuSigned by: James Patton
18FD48028CC14AA...

Print Name: James Patton

Title: Interim Police Chief

Date: 12/20/2017

City of Corona

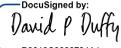
Signature:  _____
DocuSigned by: Jamie Raymond
800357DCED7A8423...

Print Name: Jamie Raymond "Approved as to Form"

Title: Chief Deputy City Attorney

Date: 12/22/2017

City of Corona

Signature:  _____
DocuSigned by: David P. Duffy
88849C66662447...

Print Name: David Duffy

Title: Fire Chief

Date: 12/20/2017

City of Corona

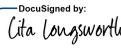
Signature:  _____
DocuSigned by: Lisa Mobley
78C1383C6F09188...

Print Name: Lisa Mobley

Title: City Clerk

Date: 12/22/2017

City of Corona

Signature:  _____
DocuSigned by: Cita Longworth
12F012FC6822254...

Print Name: Cita Longworth

Title: Purchasing Manager

Date: 12/22/2017

 _____
DocuSigned by: Darrell Talbert
EBEAE276470E410...

Darrell Talbert

City Manager

12/22/2017

Spillman Technologies, Inc.

Signature:  _____
DocuSigned by: Joe Lunt
760A274C7261857...

Print Name: Joe Lunt

Title: Vice President

Date: 12/18/2017



Exhibit A

Maintenance and Support Agreement

Exhibit A

Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and the City of Corona ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Coverage Hours"** means the hours between 5:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **"Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **"Response"** shall have the meaning set forth in Attachment 1 to this Exhibit A.
- 1.7 **"Support Term"** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 11.1 of the License Agreement, which is the "Initial Support Term." Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

- 2.1 **Support Termination.** Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
- 2.1.1 The License Agreement must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Spillman; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** If Spillman reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Spillman support personnel, Spillman may so advise Customer and recommend that Customer appoint a new Spillman Application Administrator ("SAA") or take other corrective action. The parties will reasonably negotiate and cooperate to resolve such issue in a mutually agreeable fashion.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Spillman shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software. Spillman agrees to the Response time commitments set forth in Attachment 1 to this Exhibit A.
- 3.2 **Services Staff.** Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 **Error Correction.** Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.
- 3.4 **Software Releases.** Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge or license fees, except that Spillman reserves the right to charge a separate license fee to cover the cost of (a) any pass-through fees from third parties, and/or

(b) any modifications to the Software required due to events outside of Spillman's reasonable control (e.g., change in laws or regulations or changes in third party software or hardware required for use of the Software), where not charging an additional fee for the release would cause Spillman substantial financial hardship. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

- 3.5 **Enhancements.** Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are NOT covered by this Support Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Spillman will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Spillman may in its discretion provide first-line support for Third Party Software distributed by Spillman; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Spillman's support fees for any custom interfaces or other customized Software developed by Spillman or any third party for Customer are set forth in the applicable exhibit for such interface or customized Software, and are also included as part of the general support fee set forth in Exhibit B and in the pricing worksheet provided by Spillman to Customer. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Spillman to modify the custom interface to work with the new version of the third party software or system. Spillman's support fees may also differ for the new version of the custom interface.
- 4.3 **Network Failures.** Spillman will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Spillman's standard support does not include restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data. However, if the data loss was due to a Spillman software error or a mistake by Spillman personnel, Spillman will waive its normal fees for assisting with recovery of data lost in the prior seventy-two

hours. The parties acknowledge that Customer's backup procedures are responsible for preventing any greater data loss.

- 4.5 **Unauthorized Use.** Spillman will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Spillman's sole option, in avoidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.
- 4.6 **Database Modifications.** Spillman will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Spillman will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Spillman is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Spillman are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Spillman is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Spillman, a CJIS-approved broadband internet connection to the server(s) used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Spillman support personnel to connect to and provide assistance with the server(s) used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Spillman equipment, cannot be required by Customer.

As required by the Customer's Administrative Policy No. 04600.002, access to Customer's computer systems, database and/or server(s) ("Customer Systems") to perform the Services or complete the Project requires Spillman and each employee, officer, official, representative or agent of Spillman who will be required to have access to the Customer Systems (collectively "User") to execute Customer's Computer System Remote Access Responsibility Form ("Responsibility Form"), which is incorporated herein by reference. The Responsibility Form provides, among other things, that User will be responsible for the care, use, damage and replacement of any security token issued to User to provide secure access to the Customer Systems, User will not disclose any access codes or passwords used to access the Customer Systems, User will not disclose any documents, information, data or other material on the Customer Systems, and User will be responsible for any damage to the Customer Systems caused by User's remote access to the Customer's Systems

Access to the Customers Systems requires utilization of Bomgar or AnyConnect as required by the Customer's Information Technology Department.

- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives onsite, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Spillman's expenses relating to the visit. If Spillman's onsite support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Spillman must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6 of this Support Agreement. At least one authorized representative, as specified in Appendix 1 attached hereto, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.
- 5.5 **Security.** Customer is responsible for providing all network and server security.

5.6 **Error Information.** Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Spillman will reasonably cooperate with Customer in connection therewith.

To the extent applicable for public safety software vendors, Spillman will maintain responsibility and security controls to comply with the California Department of Justice California (CA DoJ) Law Enforcement Telecommunication System (CLETS) Policy, Practices and Procedures (PPP) and the Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy. Spillman will negotiate and maintain a mutually agreeable CLETS Private Contractor Master Control Agreement (PCMCA) with the Corona Police Department to perform administration of criminal justice systems in accordance with the FBI, CJIS Security Addendum.

Spillman's staff will be required to complete background investigations through the Utah Department of Public Safety's division of Criminal Identification (BCI), and provide finger print ID cards for employees to Spillman's CA DoJ law enforcement agency approved for providing background checks on behalf of the Corona Police Department. In the State of California, the Monrovia Police Department serves as the approved agency.

All expenses related to Spillman's compliance of the CLETS PPP and CJIS Security Addendum requirements, the required awareness training, and background checks of its employees providing direct support to the Customer will be Spillman's responsibility.

Spillman will provide assistance to the Corona Police Department in completing technical questions in response to the CLETS application for the new system.

Section 6: SAA and Support Contact Requirements

6.1 **Certification.** Customer's designated SAA must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. Basic System Administration, and
- iv. General training applicable to the Software used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

- 6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Spillman's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Spillman's support department.
- 6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Spillman the support fee identified in Exhibit B (Purchased Products and Services) or Spillman support invoice, and any other charges or fees described herein. Spillman reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period, provided that any such increases shall not exceed three percent (3%) per year for the first five years, beginning with the Initial Support Term.
- 7.2 **Support Fee Invoices.** Spillman shall invoice Customer for annual Support Fees at the beginning of each fiscal year of Customer, i.e., July 1. The Support Fees for the Initial Support Term shall be prorated from the beginning of such term through the end of June. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts within forty-five (45) days of receipt of such invoices. If any Support Fees are not paid when due, Spillman may terminate this Agreement pursuant to Section 8.2.2 or, upon seven (7) days' prior written notice to Customer, suspend performance of Spillman's services hereunder until the past due amounts are paid.
- 7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.
- 7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours. However, Customer will not be required to pay for work performed outside of Coverage Hours in the event the issue is a Critical (Severity Level 1) Error in the Software, as defined in Attachment 1 hereto.
- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services, unless the parties mutually agree that such onsite visit is required to fix a Critical (Severity Level 1) Error in the Software that Spillman is unable to correct remotely.

7.6 Additional Fees. Additional support fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within forty-five (45) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Spillman may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 of this Support Agreement. For additional services required by the Customer that fall outside of the services included in this agreement, Spillman may charge the Customer according to the fee schedule below.

Service	Hourly Rates
Programming	\$165.00
Design	\$165.00
On-Site Support	\$165.00 + travel and per diem (if applicable)
After Hours Support	\$247.50 (\$165.00 x1.5)
After Hours Support (Sundays and Holidays)	\$330.00 (\$165.00 x2)
Training	\$50.00 + travel and per diem (if applicable)
Installation	\$50.00 + travel and per diem (if applicable)
Project Management	\$50.00 + travel and per diem (if applicable)

All prices for fees listed under Section 7 of this agreement are the current rates at the time of this Agreement. Spillman reserves the right to change fees as it deems necessary. Service hours are calculated in half hour increments.

Section 8: Termination

8.1 Automatic Termination. This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason. However, if termination of the License Agreement is in dispute for any reason, upon request of either party this Support Agreement will remain in effect until otherwise agreed or the matter is resolved.

8.2 Termination by a Party. Either party may terminate this Support Agreement as follows:

- 8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or
- 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

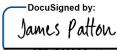
8.3 Final Invoicing upon Termination. Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

9.1 Incorporation of General Terms. The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference. This Support Agreement shall be considered as part of the License Agreement for purposes of the liability cap set forth in Section 11.8 of the License Agreement.

IN WITNESS WHEREOF, the parties have caused this Support Agreement to be executed by their duly authorized representatives as set forth below.

City of Corona

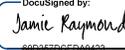
Signature:  _____
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Print Name: James Patton

Title: Interim Police Chief

Date: 12/20/2017

City of Corona

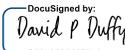
Signature:  _____
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Print Name: Jamie Raymond "Approved as to Form"

Title: Chief Deputy City Attorney

Date: 12/21/2017

City of Corona

Signature:  _____
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Print Name: David Duffy

Title: Fire Chief

Date: 12/20/2017

City of Corona

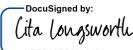
Signature:  _____
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Print Name: Lisa Mobley

Title: City Clerk

Date: 12/22/2017

City of Corona

Signature:  _____
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Print Name: Cita Longsworth

Title: Purchasing Manager

Date: 12/22/2017

Spillman Technologies, Inc.

Signature:  _____
798A87487244487...

Print Name: Joe Lunt

Title: Vice President

Date: 12/18/2017

Attachment 1 to Exhibit A
Spillman Error Levels

Type of Error	Definition	Response Time
Critical (Severity Level 1)	Customer's production Software system is down and Customer is unable to use the Software Or A critical core Software system component, i.e., CAD, Mobile (a "Critical Core Component") is entirely non-functional; none of the modules or functions of that Critical Core Component are working	within 2 Coverage hours
Urgent (Severity Level 2)	A non-critical core Software system component, i.e., RMS, JMS (a "Non-Critical Core Component") is entirely non-functional; none of the modules or functions of that Non-Critical Core Component are working	within 4 Coverage hours
Standard (Severity Level 3)	There is a problem with the Software, but the majority of Software functions, including all Core Components, are still usable. Some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response)	within 6 Coverage Hours
Minor (Severity Level 4)	There is a minor problem or question that does not affect the Software's functioning (for example, poorly worded or misspelled text)	within 16 Coverage Hours

Notes:

Spillman's support obligations are subject to the terms of the Support Agreement, including the exceptions set forth in Section 4. Specifically, problems and Errors (including system down) that are caused by hardware, network, third party software, and/or customer data and infrastructure issues, are exempt from these commitments.

"Response" means that a Spillman representative either answers Customer's initial telephone call to Spillman's support center, or contacts Customer in response to such call if Customer leaves a message.

Spillman will use its best efforts to maintain a 95% or better Response time Severity Levels 1 and 2 items over any annual period, and will use commercially reasonable efforts to meet the above Response times for Severity Levels 3 and 4. Isolated and/or infrequent failures to meet the above response time commitments shall not constitute a breach of contract.

Spillman will provide status notifications to Customer via telephone, email and/or the MySpillman web portal.



Exhibit B

Purchased Products and Services

Exhibit B

Purchased Products and Services

City of Corona

Price Estimate Date: November 28, 2017

Expiration Date: December 28, 2017 Prepared By: Ryan Montgomery

Spillman Advantages and Long-Term Return on Investment

- Over 35 years of experience in the public safety software industry
- 100% of employees dedicated to public safety software (no competing interests)
- All of the core software products as well as the project management, training, and support services outlined in this proposal, were developed and are maintained in-house.
- Site licensing structure for all modules allows for future growth (unlimited users)
- Product upgrades and enhancements included for the life of the contract
- First-year maintenance, a comprehensive 12 month warranty, unlimited standard business-hour support are included with the Spillman system
- Approximately 2,000 customers nationwide
- The pricing below reflects a not to exceed amount, for all products and services included in this agreement.

Software, Services and Hardware	
Inclusions	Price
Total Software	\$881,007.63
Total Professional Services/Implementation	\$237,200.00
Grand Total	\$1,118,207.63

Core System Functionality

At the core of Spillman’s system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location. Spillman’s Integrated Hub allows all applications in the system to reference the same repository of information. This modular design eliminates complicated “internal” interfaces users from duplicating data entry, which saves time and ensures data accuracy.

Core System	
Modules	Price
Integrated Hub <ul style="list-style-type: none"> Stores all system information, which can be accessed from one central repository. (Master name, vehicle and property) Prevents users from duplicating data entry, saving time and ensuring accuracy 	See Detailed Worksheet
Sentryx GIS (Geobase) – Address Verification <ul style="list-style-type: none"> Interfaces directly with the Esri ArcGIS server Optimizes agency responses through accurate & verified geographic information 	See Detailed Worksheet
Visual Involvements® (Link Analysis) <ul style="list-style-type: none"> Links an unlimited number of related items and records across the system 	See Detailed Worksheet
Reporting <ul style="list-style-type: none"> Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information Creates ad hoc reports in third party systems such as Microsoft Excel and Crystal Reports based on ODBC compliance 	See Detailed Worksheet
File Attachments <ul style="list-style-type: none"> Accommodates unlimited file types (i.e., images, sound clips, videos) Incorporates media files directly into the records housed in the system 	See Detailed Worksheet
Warrants <ul style="list-style-type: none"> Generates a detailed history of all attempts to serve warrants Tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court 	See Detailed Worksheet
Case Management <ul style="list-style-type: none"> Tracks detailed status information for cases from beginning to end Leverages Involvements® to link information on all persons, property, and vehicles associated with a case 	See Detailed Worksheet
Message Center	

Core System

Modules	Price
<ul style="list-style-type: none">• Supports sending and receiving of agency-wide email and instant messaging• Displays scrolling BOLOs and other alerts along the bottom of the screen	See Detailed Worksheet
View-only Workstations	
<ul style="list-style-type: none">• Grant unlimited view-only licenses to outside departments at no additional cost• System administrators may restrict security privileges to determine which tables can be accessed	See Detailed Worksheet

Computer-Aided Dispatch

Spillman's integrated CAD enables dispatch personnel to access mission-critical information and effectively manage calls for single agencies and multiple jurisdictions. Advanced features such as real-time call updates, unit responses, and automatic alerts for wanted persons and dangerous locations help ensure appropriate units are dispatched in the most efficient way possible – every feature of Spillman's CAD system has been designed to provide users with the tools necessary for safe and efficient responses.

Computer-Aided Dispatch (CAD)	
Modules	Price
CAD	
<ul style="list-style-type: none"> All system modules are fully integrated, dispatchers can easily access data from any table with a single login Ensures officer safety by displaying automatic visual alerts that provide up-to-date information on warrants, etc. 	See Detailed Worksheet
CAD Mapping	
<ul style="list-style-type: none"> Provides users with powerful access to location and call information based on full integration with the CAD system Allows dispatchers to quickly and easily dispatch units with drag-and-drop functionality 	See Detailed Worksheet
AVL	
<ul style="list-style-type: none"> Enables dispatchers to view all active calls and closest units Provides the information needed for dispatching personnel directly from the mapping location 	See Detailed Worksheet
E9-1-1 Interface	
<ul style="list-style-type: none"> Populates ANI/ALI automatically into the Spillman CAD system Allows dispatch centers to pinpoint cellular call locations 	See Detailed Worksheet
ProQA Medical Interface®	
<ul style="list-style-type: none"> Allows agency personnel to transfer important medical call data between Spillman's Computer-Aided Dispatch solutions and ProQA The ProQA Interface populates ProQA data into the appropriate CAD records. Medical ProQA discipline only 	See Detailed Worksheet
Alarm Tracking & Billing	
<ul style="list-style-type: none"> Tracks false alarms, manages alarm fees, and generates statistical reports, tickets, bills, and correspondence Enables users to print letters and tickets for false alarms, overdue payments, and failures to register 	See Detailed Worksheet

Records Management

Spillman's integrated system allows users to maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Spillman's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

Records Management System (RMS)	
Modules	Price
RMS (Law Records)	
<ul style="list-style-type: none"> Consolidates all law incident records into one database and provides easy-to-generate management reports Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen property 	See Detailed Worksheet
CA UCR Reporting Interface	
<ul style="list-style-type: none"> Enables users to easily compile detailed crime summary and activity information for submitting UCR reports that meet state and federal standards Automatically retrieves data from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports Does not include IBR 	See Detailed Worksheet
Evidence Management	
<ul style="list-style-type: none"> Maintains complete and accurate chain of custody for all evidence received Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal 	See Detailed Worksheet
Evidence Barcode and Audit	
<ul style="list-style-type: none"> Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations Enables users to easily inventory and audit evidence using a handheld barcode reader 	See Detailed Worksheet
Traffic Information	
<ul style="list-style-type: none"> Delivers consistent, accurate data for shaping sound traffic safety procedures Monitors activity on your roadways and generates quantifiable reports for traffic management 	See Detailed Worksheet
Pin Mapping	
<ul style="list-style-type: none"> Provides accurate and timely data to analyze incidents and crime trends Supports crime investigations with powerful searching capabilities that access critical information for effective decision-making, rapid deployment tactics, and prompt assessments 	See Detailed Worksheet

Spillman Mobile

Spillman's CAD, RMS, and Mapping modules are fully integrated with Spillman Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Spillman's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Spillman Mobile	
Modules	Price
Mobile Records	
<ul style="list-style-type: none"> Provides field system data access without officers leaving the vehicle or requiring dispatcher assistance Allows users to search names, vehicles, incidents, property, wanted persons, & more than 20 other types of records 	See Detailed Worksheet
Mobile Law and Field Interview Forms	
<ul style="list-style-type: none"> Enables officers to quickly complete forms directly from the patrol vehicle Stores Spillman RMS form information, electronically routed for approval 	See Detailed Worksheet
Mobile Mapping and AVL	
<ul style="list-style-type: none"> Tracks the location of all fleet units in real-time through Global Positioning System (GPS) receivers Allows users to view the location of nearby units to determine where the closest officer is for backup 	See Detailed Worksheet
Mobile AVL Routing (Quickest Route)	
<ul style="list-style-type: none"> Improves response times by dispatching the unit closest to a call Calculates the total drive time to reach a call and displays the ideal route and driving directions 	See Detailed Worksheet
Driver License Scanning Interface	
<ul style="list-style-type: none"> Gives officers the ability to scan a driver license, automatically populate Mobile search screens with the driver's name, date of birth, address, physical description, and driver license identification number Automatically queries the local database as well as state and National Crime Information Center (NCIC) databases 	See Detailed Worksheet
Mobile Voiceless Dispatch	
<ul style="list-style-type: none"> Enables personnel to quickly update status, as well as add/view call comments Accesses radio logs and incident information without burdening dispatchers 	See Detailed Worksheet
Spillman Touch (Smartphone/Tablet)	
<ul style="list-style-type: none"> Provides access dispatch information, and receive call assignments using a mobile device Searches for name, vehicle, property, and incident records from a mobile device 	See Detailed Worksheet

Spillman Mobile

Modules	Price
Mobile State and National Queries (CLETS)	
<ul style="list-style-type: none">• Allows users to search databases for name, vehicle, property, guns, and wanted person records and images• Perform state and federal searches simultaneously with one query	See Detailed Worksheet

Crime Analysis – Intelligence Led Policing

Spillman’s crime analysis tools allow agencies to maximize historical data by identifying crime trends, hotspots, and patterns from using information in the Spillman database. This information affords the ability to monitor the health of their organizations and make informed decisions about how to best utilize agency resources and personnel. The integration found in Spillman’s unique Single-Source Database delivers the use of current, accurate, and assessable data, which is essential for the proactive deployment of resources.

Crime Analysis	
Modules	Price
CompStat Dashboard <ul style="list-style-type: none"> Identifies crime trends for determining best use of agency resources Calculates statistics and presents information in an easy-to-analyze format without having to run multiple reports 	See Detailed Worksheet
Command Staff Productivity Dashboard <ul style="list-style-type: none"> Visual representation of officer workload, performance, and productivity Calculates statistics and presents information relating to groups and individual system in an easy-to-analyze format without having to run multiple reports 	See Detailed Worksheet
CAD Dashboard <ul style="list-style-type: none"> Allows communication centers to review performance, enabling targeted resources, improved response times, and the best possible service Allows users to view the nature and frequency of calls, the number of calls occurred per day or per hour, and compare call frequency and response time by week, month, quarter, or year 	See Detailed Worksheet
Pin Mapping <ul style="list-style-type: none"> Plots jurisdictional crime data gathered in the system on a geographic pin map Allows access to any piece of data, record, or a combination of fields from any point on the map 	See Detailed Worksheet
Spillman Analytics <ul style="list-style-type: none"> Map-based analytics tool powered by Bair that assists in Intelligence-Led Policing (ILP) Allows agencies many tools to analyze data, including crime-specific features, heat maps, time comparison analytics 	See Detailed Worksheet
Spillman CrimeMonitor <ul style="list-style-type: none"> Allows agencies to provide a community service through an easy-to-use online crime map and analytics dashboard, powered by BAIR Analytics. 	See Detailed Worksheet

Jail Management

Spillman's Jail Management solutions provide agencies with powerful tools to efficiently gather a broad range of vital inmate data. The Jail Records module automates an agency's inmate processes from start to finish. Vital functions such as booking procedures, inmate tracking, risk and medical assessment, and reporting enable correctional facilities to manage data efficiently and securely. The complete integration found within the Spillman system provides the ability to share critical data between corrections and all agency users.

Jail Management System for Police Agency

Modules	Price
<p>JMS for Police Agency</p> <ul style="list-style-type: none"> Simplifies the booking processes and manages detailed jail log information Displays multiple offenses and inmates on a single entry 	See Detailed Worksheet
<p>LiveScan Fingerprinting Interface</p> <ul style="list-style-type: none"> Transfers data from Spillman's Jail Records module to a LiveScan fingerprinting system Allows users to customize data to ensure that fingerprint cards meet agency preferences 	See Detailed Worksheet
<p>Mug shot and Imaging</p> <ul style="list-style-type: none"> Provides live mug shot capture functionality, which allows users to control camera features remotely Includes eye-level and face-width guidelines to ensure uniform mug shots 	See Detailed Worksheet

Resource Management

Resource Management	
Modules	Price
Personnel	
<ul style="list-style-type: none"> Stores all information in and accessed from one central repository Prevents redundant entry of information based on system-wide integration 	See Detailed Worksheet
Equipment	
<ul style="list-style-type: none"> Tracks the condition, location, history, and upkeep department equipment Calculates operating costs and equipment value; tracks warranty, manufacturer, and vendor information 	See Detailed Worksheet
Training Database	
<ul style="list-style-type: none"> Educates users without jeopardizing data on the live system Allows users log on to the live or training database directly from workstations 	See Detailed Worksheet

State Specific

State Specific	
Modules	Price
CA UCR Reporting Interface	
<ul style="list-style-type: none"> Enables users to easily compile detailed crime summary and activity information for submitting UCR reports that meet state and federal standards Automatically retrieves data from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports Does not include IBR 	See Detailed Worksheet
StateLink – State and National Queries (CLETS)	
<ul style="list-style-type: none"> Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data 	See Detailed Worksheet

Interfaces

Interfaces	
Interfaces	See Pricing Work Sheet for More Detail
CAD2CAD with Kologic	
<ul style="list-style-type: none"> See Technical Product Description Consulting hours only Kologic will create and adapter to link their product to the Spillman system 	See Detailed Worksheet
ZOLL RescueNet Interface	
<ul style="list-style-type: none"> See Technical Product Description Transmits XML-encoded messages via TCP/IP socket communication to Zoll RescueNet 	See Detailed Worksheet
Agiline Interface (No Cost from Spillman)	
<ul style="list-style-type: none"> Utilizing Spillman’s DEx (Data Exchange API) Agiline can pull data from Spillman (no cost from Spillman) Agiline may charge for their portion of the interface 	See Detailed Worksheet
Crossroads Accidents	
<ul style="list-style-type: none"> See Technical Product Description Imports accident data from Crossroads and populates the appropriate tables (Names, Vehicle, and Accident) in Spillman’s system 	See Detailed Worksheet

Interfaces

Interfaces See Pricing Work Sheet for More Detail

LinX Interface

- Utilizes Spillman's export utility to export data on a schedule See Detailed Worksheet
- Sends all specified data with every export

Custom LinX Query

- See Technical Product Description for Custom Statelink Screens See Detailed Worksheet
- Interfaces Spillman's system with LInX

Custom Statelink PI/Screens

- See Technical Product Description See Detailed Worksheet
- Interfaces Spillman's system with CLETS, and RSO Message Switch

Fire Station Alerting (US Digital Designs – Phoenix G2)

- USDD has developed an interface Spillman's CAD connecting to Spillman's CAD2CAD interface See Detailed Worksheet
- Customer must have/purchase the applicable interface and services from USDD

ImageTrend Interface (No Cost from Spillman)

- Utilizing Spillman's DEx (Data Exchange API) ImageTrend can pull data from Spillman (no cost from Spillman) See Detailed Worksheet
- ImageTrend may charge for their portion of the interface

Spillman CAD2CAD Interface

- Utilized in conjunction with several interfaces, including: Fire Station Alerting, and CADCAD interfaces with Kologic See Detailed Worksheet

XML Citation Interface - Used by Crossroads

- See Technical Product Description See Detailed Worksheet
- Transfers information from the CrossRoads Citation forms to the Spillman Citations table

Professional and Implementation Services

With over 35 years of experience and approximately 2,000 customer agencies throughout the United States, Spillman has a long history of maintaining successful business partnerships. During Spillman’s time providing public safety solutions, we have an unprecedented implementation success rate.

Professional Services	
Department	
Project Management – Implementation Analyst	
<ul style="list-style-type: none"> All of Spillman’s project managers are PMP-certified by the PMI Single point of contact coordinates each project milestone from start to finish Customized Acceptance Testing Plan 	See Pricing Worksheet for Detailed Breakdown of Trips
GIS Specialist	
<ul style="list-style-type: none"> GIS Specialists train agency personnel on Geobase set up and operation Trainers help agency build the system’s street and address database 	See Pricing Worksheet for Detailed Breakdown of Trips
Installation	
<ul style="list-style-type: none"> Installation team installs the Spillman software, as well as tests, adjusts, and configures the operating system Manages server configuration, oversees system installation, and coordinates installation of external interfaces 	See Pricing Worksheet for Detailed Breakdown of Trips
Training	
<ul style="list-style-type: none"> Onsite during implementation to teach every employee how to effectively use all Spillman applications Trainers troubleshoot live databases, identifying best practices for improvement Customized Acceptance Testing Plan 	See Pricing Worksheet for Detailed Breakdown of Trips
Go-live	
<ul style="list-style-type: none"> The Spillman project manager and training personnel provide onsite hands-on assistance at Go-live to ensure a successful transition to the Spillman software 	See Pricing Worksheet for Detailed Breakdown of Trips
Learning Management System	
<ul style="list-style-type: none"> Online LMS courses for upfront, refresher, and ongoing training 	See Pricing Worksheet for Detailed Breakdown of Trips
Customer Support	
<ul style="list-style-type: none"> Achieved a 47% success rate with our one-call initiative – support needs were resolved in a single call Spillman’s average response time in 2017 is less than 60 minutes 	Ongoing

Pre-Paid Services (Included in Annual Maintenance)	Price
Annual Users' Conference Credit – credit to be used as desired by Customer	\$10,000

Maintenance	Price
1st Year Maintenance	Included
2nd Year Maintenance	\$197,298.76
3rd Year Maintenance	\$202,917.72
4th Year Maintenance	\$208,705.25
5th Year Maintenance	\$214,666.41

Customer may exercise an option to pre-purchase maintenance before the Pre-Implementation Meeting. As an incentive to pre-purchase maintenance, Spillman will hold maintenance prices flat at second year maintenance pricing for up to ten years of pre-paid maintenance. If the Customer would like to pre-purchase maintenance after the Pre-Implementation Meeting, then the Customer must request a quote from their assigned Account Sales Executive.

Payment Terms	
Milestone	Payment
1. Invoiced Upon Customer Sign Off on Core Software Installation	10% - \$111,820.76
2. Invoiced Upon Customer Sign Off on Project Team Training	10% - \$111,820.76
3. Invoiced Upon Customer Sign off on Completion of CAD, RMS, and Mobile Functional Testing	10% - \$111,820.76
4. Invoiced Upon Customer Sign Off on Completion of Standard and Custom Interface Testing	10% - \$111,820.76
5. Invoiced Upon Customer Sign Off on End User Training	20% - \$223,641.53
6. Invoiced Upon Customer Sign Off on Go-Live	20% - \$223,641.53
7. Invoiced Upon Customer Sign Off on Performance & Reliability Period (effectively Final System Acceptance)	20% - \$223,641.53
Total Contract	\$1,118,207.63

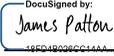
Authorized User Agencies

- Corona Police Department
- Corona Fire Department

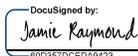
This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

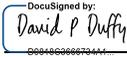
City of Corona

Signature:  _____
 Print Name: James Patton
 Title: Interim Police Chief
 Date: 12/20/2017

City of Corona

Signature:  _____
 Print Name: Jamie Raymond "Approved as to Form"
 Title: Chief Deputy City Attorney
 Date: 12/22/2017

City of Corona

Signature:  _____
 Print Name: David Duffy
 Title: Fire Chief
 Date: 12/20/2017

City of Corona

Signature:  _____
 Print Name: Lisa Mobley
 Title: City Clerk
 Date: 12/22/2017

City of Corona

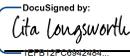
Signature:  _____
 Print Name: Cita Longworth
 Title: Purchasing Manager
 Date: 12/22/2017



Exhibit C

Existing Interfaces – Technical Product Documents

Exhibit C

Existing Interfaces – Technical Product Documents

The following interfaces are included as part of the Software licensed to Customer:

- E9-1-1 Interface
- Automated Export Utility – Linx
- Zoll RescueNet (FRMS & ePCR) Interface
- CAD2CAD Interface (Kologic)
- Existing Crossroads Interface
- ProQA Paramount Interface (Medical protocol only)
- Motorola UNS/IMW GPS Interface
- LiveScan Interface

Spillman reserves the right to modify the functionality of the Software (including its interfaces) from time to time as it updates the Software.

E9-1-1 Interface

Technical Product Description

Summary

Receive automatic number and location information (ANI/ALI) from a standard E911 system and transmit the information to your Spillman CAD system. Used in conjunction with the CAD and CAD Mapping modules, the interface enables you to view real-time locations of both wireless and landline calls on a digital map. Automatic field entry inserts agency-specified information from incoming calls to minimize manual data entry. The E911 Interface ensures your agency meets federal Phase I and Phase II compliance standards.

Feature List

- Automatic Field Entry
- Visual Call Locations
- Mapping ALI Data
- Cellular Location Data

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to the server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Spillman 9-1-1 dispatch station.
- Spillman will not charge additional costs for CAD module enhancements that will be made to comply with NextGen 911 standards. Customer however must purchase Text-to-911 module or other modules that may be required for NextGen 911 features, integrations and third party costs.

Hardware

Hardware Model Vendor/Company Support Notes				
ANI/ALI				<ul style="list-style-type: none"> • ANI/ALI equipment that is installed and functional • A power source for the serial port server that is within 45 feet of the ANI/ALI CAD port • The agency must provide a static IP address for the serial port server

TCP/IP				A TCP/IP network connection to the Spillman server that is within 15 feet of the ANI/ALI CAD port.
--------	--	--	--	--

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.6 or higher	Spillman	User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.
CAD module		Spillman	User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.

Automated Export Utility – Linx

Technical Product Description

Summary

The Automated Export Utility was developed to give agencies the ability to export data from their database automatically and in a granular fashion. The export is highly definable by the SAA (Spillman Applications Administrator) in terms of tables, fields and even data in those fields to include or exclude in the export. The SAA also determines the location on the Spillman server or SFTP server to which the text files are exported. Once the files have been sent to the designated location they are available for pickup by a third party or other application utilizing the data.

The Automated Export Utility was developed specifically for data warehousing. As such, it does *not* just send data from the last export; rather it exports *all* records in the tables defined in the export configuration and saves them in a specified directory, replacing the files from the last export. Therefore, it only stores the newest files from the most current export. The Export Utility is set to a cron timer which is configured to run the export however frequent is needed.

There are several data warehouse companies utilizing the Automated Export Utility and a specific export configuration has been saved for these specific companies. The names of those companies or programs are: RAIN, LINX, and CopLink.

Requirements

General

- A general understanding of delimited text files and .tar files is helpful if an agency is going to use the Export Utility for general use. If the RAIN, LINX, or CopLogic Interface(s) are purchased, a Spillman Installations Technician will install the Export Utility with the specific configuration for the purchased program.
- To configure the Automated Export Utility, a text file is modified which stores all the settings for the export. There is no user interface. An SAA must be comfortable modifying text files with the appropriate syntax to operate the Automated Export Utility
- SAA certification is highly recommended. A UNIX cron or Windows scheduled task will need to be set up which controls when the Export Utility runs. This requires the training and a technical understanding of a certified SAA. If one of the before mentioned programs is purchased, the Spillman Installation Technician will set up the cron or scheduled task.

Hardware

Hardware	Model	Vendor/Company	Support Notes
Requirements			Standard Spillman Hardware requirements apply. No new hardware is needed for the Automated Export Utility to function.
Export Utility			The Export Utility is supported on both a Windows and UNIX server.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.6 or later	Spillman	Photos can be exported in version 4.6 but it is <i>not</i> available for versions 6.1 and above.
Automated Export Utility			Automated Export Utility must be purchased and installed on the Spillman Server

Zoll RescueNet (FRMS & ePCR) Interface

Technical Product Description

Summary

The Zoll RescueNet (FRMS & ePCR) Interface is a program that provides real-time EMS unit deployment information to one or more Zoll Fire servers. The interface transmits XML-encoded messages via TCP/IP socket communication.

Feature List

- Automatic Information Transfer
- Decreased Paperwork Time

Requirements

General

This interface requires that the agency is using Zoll and is on Spillman 6.x or higher.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.5 or higher	Spillman	• Windows Availability: Yes

CAD2CAD with Unit Data Interface

Technical Product Description

Overview

Dispatch centers that have jurisdictions in close proximity to each other need a way to quickly transfer calls for service (CFS) and dispatch each other's units. This way, if Corona needs assistance and the closest agency resource is in a neighboring jurisdiction, Corona will have the ability to request a resource from the neighboring agency.

Spillman is writing this interface for another customer, and this SOW is not meant represent development work that Spillman is going to do for Corona PD, but the functionality Corona PD will have once we develop it for our other customer. If Corona PD desires additional functionality, additional charges may apply. Additional development will be required Kologic to create an adapter to link their product with the Flex product.

Objectives

Efficiently exchange call data with other (non-Flex) CAD dispatch centers through adapters (written by Kologic). CAD users can use this interface to transfer calls that need to be dispatched by a different agency, and communicate live call information when an incident requires a multi-jurisdictional response.

Send and receive information such as the location and nature of a call, persons involved, and associated vehicles. Flex CAD users will also have the ability to see outside agencies' units on their CAD map and request to update the status of outside units. Likewise, outside CAD users will have the ability to see Flex units on their CAD map and update Flex units' statuses.

Stakeholders

Organization	Name	Title (or Role)	Email/Phone
Spillman Technologies	Brady Walton	Product Manager	bwalton@Spillman.com
Kologic	TBD	Project Manager	
Corona Police Department	TBD	Project Manager	

Project Environment

This interface will be implemented as a web application (deployable WAR file) hosted on the Spillman Interfaces Tomcat Server.

Requirements

Requirement	Description
1. Flex to Outside Agency CFS Transfer	If a CFS has a zone that matches a zone set up in the Properties screen, then the interface will transfer the CFS to the outside agency. If a unit is assigned to the CFS has a Station or Zone that matches a zone set up in the Properties screen, then the interface will transfer the CFS to the outside agency.

	<table border="1" data-bbox="483 180 935 394"> <thead> <tr> <th data-bbox="483 180 711 218">Zone</th> <th data-bbox="711 180 846 218">Site ID</th> <th data-bbox="846 180 935 218"></th> </tr> </thead> <tbody> <tr> <td data-bbox="483 218 711 275">CITY</td> <td data-bbox="711 218 846 275">SPD ▼</td> <td data-bbox="846 218 935 275">Delete</td> </tr> <tr> <td data-bbox="483 275 711 331">COUNTY</td> <td data-bbox="711 275 846 331">SCSO ▼</td> <td data-bbox="846 275 935 331">Delete</td> </tr> <tr> <td data-bbox="483 331 711 394"></td> <td data-bbox="711 331 846 394">▼</td> <td data-bbox="846 331 935 394">Delete</td> </tr> </tbody> </table> <p data-bbox="472 411 1432 583">See Item 1 for fields to be transferred. Note: This interface will only have the ability to create a new CFS. No updates will be permitted on the CFS. However, updating the call comments, the unit statuses, and the unit coordinates will be allowed. See diagram below.</p>	Zone	Site ID		CITY	SPD ▼	Delete	COUNTY	SCSO ▼	Delete		▼	Delete
Zone	Site ID												
CITY	SPD ▼	Delete											
COUNTY	SCSO ▼	Delete											
	▼	Delete											
2. Outside Agency to Flex CFS Transfer	<p data-bbox="472 596 1432 695">The outside agency will send a CFS on initiation and on close. When Flex receives a CFS, the interface will add a CFS in Flex. See Item 1 for fields to be imported.</p> <p data-bbox="472 701 1432 800">When Flex receives a notification that the CFS is closed, it will add a call comment notifying the dispatcher that an outside agency has closed their side of the CFS.</p> <p data-bbox="472 806 1432 905">Note: This interface will only have the ability to create a new CFS. No updates will be permitted on the CFS. However, updating the call comments, the unit statuses, and the unit coordinates will be allowed.</p> <p data-bbox="472 911 1432 953">See diagram below.</p>												
3. Update Outside Agency's Call Comments	<p data-bbox="472 961 1432 1066">When a call comment is added to a CFS that matches the criteria in requirement #1, the interface will send new call comments or updates to call comments with a time/date stamp and who the comment originated from to the outside agency.</p>												
4. Update Flex Call Comments	<p data-bbox="472 1075 1432 1180">If a CFS call comment is added or updated in the outside agency's CAD, their CAD will send it to Flex and the interface will add it to the Flex call comments with a time/date stamp and where the comment originated from.</p>												
5. Flex to Outside Agency Unit Request	<p data-bbox="472 1188 1432 1287">When a Flex CAD dispatcher changes an outside agency's unit status or assigns it to a CFS (the unit must be in the Flex cdunit table), the interface will send the outside agency a unit update request.</p> <p data-bbox="472 1293 1432 1392">If the outside agency rejects the update, then the interface will change the unit status to the previous status and create a call comment informing the Flex user that the status change failed to happen.</p> <p data-bbox="472 1398 1432 1476">If the outside agency accepts the update, then the interface will reflect that status change in Flex.</p> <p data-bbox="472 1482 1432 1549">See diagram below.</p>												
6. Outside Agency to Flex Unit Request	<p data-bbox="472 1558 1432 1656">When an outside agency's dispatcher changes a Flex unit status or assigns it to a CFS, the interface will create a call comment in Flex CAD asking the dispatcher if they would like to dispatch the requested unit or units.</p> <p data-bbox="472 1663 1432 1761">If the Flex dispatcher does not want to dispatch the units, then the dispatcher will set the status of those Flex units to "reject" to notify the outside agency that the status change was rejected.</p> <p data-bbox="472 1768 1432 1845">If the Flex dispatcher accepts the units' status change, then the dispatcher will then change the status of the Flex units to the appropriate status.</p> <p data-bbox="472 1852 1432 1911">Statuses will be configurable to not allow an outside agency to dispatch the Flex unit.</p>												

	See diagram below.
7. Receive Unit Coordinates	The interface will request a live update from the outside agency to receive all unit coordinates and statuses so that Flex users may see the outside units on the Flex map.
8. Send Unit Coordinates	The interface will send updated Flex unit coordinates and statuses after they are updated in Flex allowing outside CAD users to see Flex units on the outside agency's map.

Item 1

Service Call Originator

Field Description	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Name			Flex stores the name as one field. This will have to be parsed to export to the outside agency or combined to import into Flex.
First Name	cdcall.contact	cdcall.contact	
Middle Name	cdcall.contact	cdcall.contact	
Last Name	cdcall.contact	cdcall.contact	
Telephone Number			Flex stores the telephone number as one field. This will have to be parsed to export to the outside agency or combined to import into Flex.
Area Code	cdcall.cphone	cdcall.cphone	
Number	cdcall.cphone	cdcall.cphone	
Extension	cdcall.cphone	cdcall.cphone	

Call For Service

Field Description	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Incident ID	sycad.type + sycad.number	Stored in memory	
Status	Not Exported	cdccomnt.comment	If the call is closed in Flex, then the interface will send a closed status to the outside agency.
Status Date and Time	Not Exported	cdccomnt.comment	Send time/date to the outside agency when the call is closed.
Incident Type Code	sycad.nature	sycad.nature	
Modifying Circumstance	Not Exported	cdccomnt.comment	
Alarm Level	Not Exported	cdccomnt.comment	
Priority	sycad.priort	sycad.priort	
Comment Text	cdccomnt.comment	cdccomnt.comment	

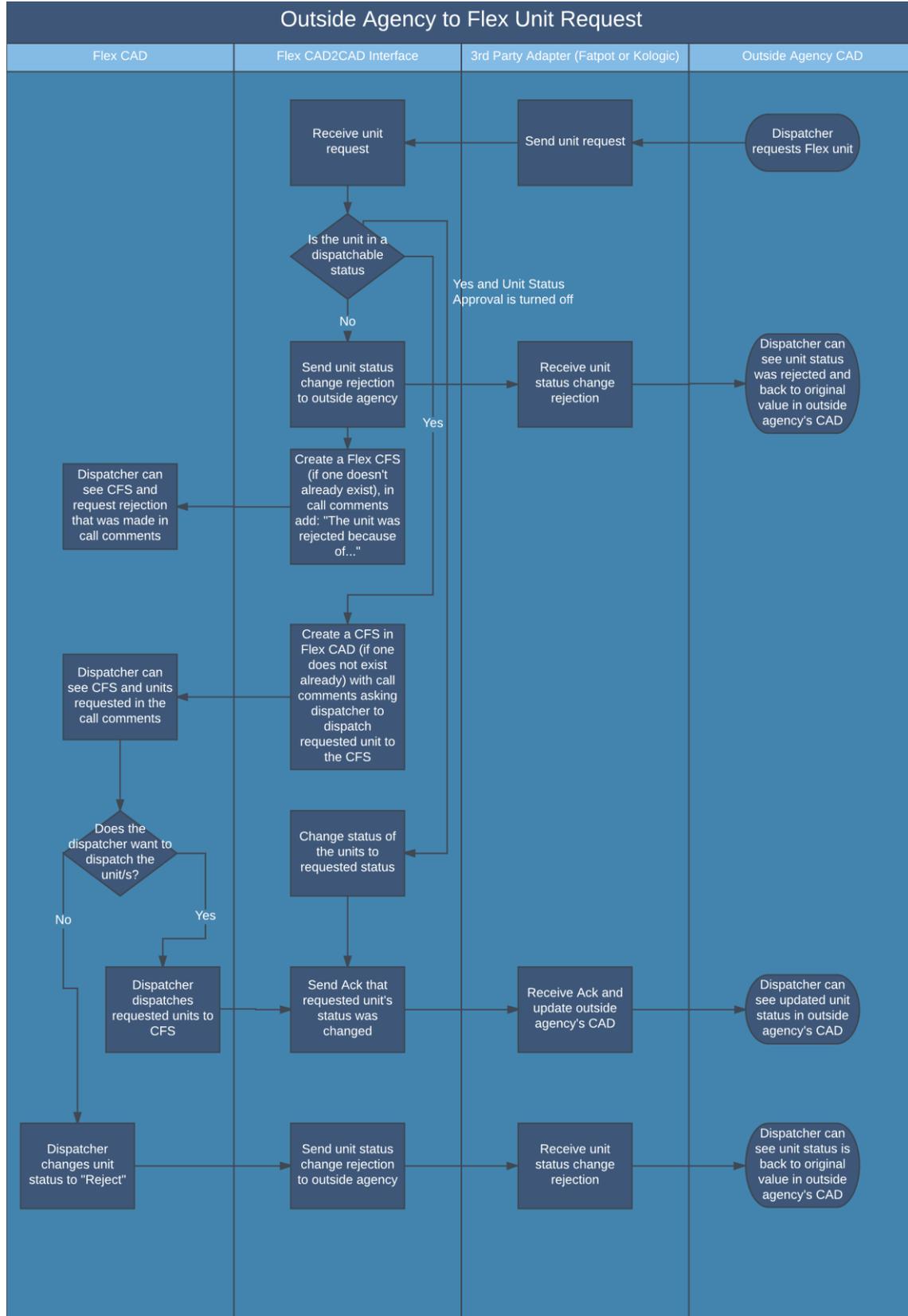
Comment Date and Time	cdccomnt.enttime	cdccomnt.enttime	
Agency ID	Agency of cdccmnt.entrdby (apnames.agency)	cdcdomnt.comment	
Operator ID	cdccomnt.entrdby	cdccomnt.comment	
Terminal ID	Not Exported	cdccomnt.comment	
Create Date and Time	sycad.opened	sycad.opened	
Update Date and Time	Not Exported	Not Imported	
Closed Date and Time	When sycad record does not exist send date/time	cdccomnt.comment	
Location			
Address	cdcall.rtaddr	cdcall.rtaddr	
Building designation	Not Exported	cdccomnt.comment	
Apartment designation	gbaddr.ocnum	cdccomnt.comment	
Floor	Not Exported	cdccomnt.comment	
City	cdcall.rtcity	cdcall.rtcity	
Location Description	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Sbdivision	Not Exported	cdccomnt.comment	
Location Name	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Common Place Name	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Location Coordinate			The address must have been verified in order to send coordinates to the outside agency.
Latitude	gbaddr.x	gbaddr.x	
Longitude	gbaddr.y	gbaddr.y	
Area	Not Exported	cdccomnt.comment	
Sector	Not Exported	cdccomnt.comment	
Beat	sycad.zone	cdccomnt.comment	

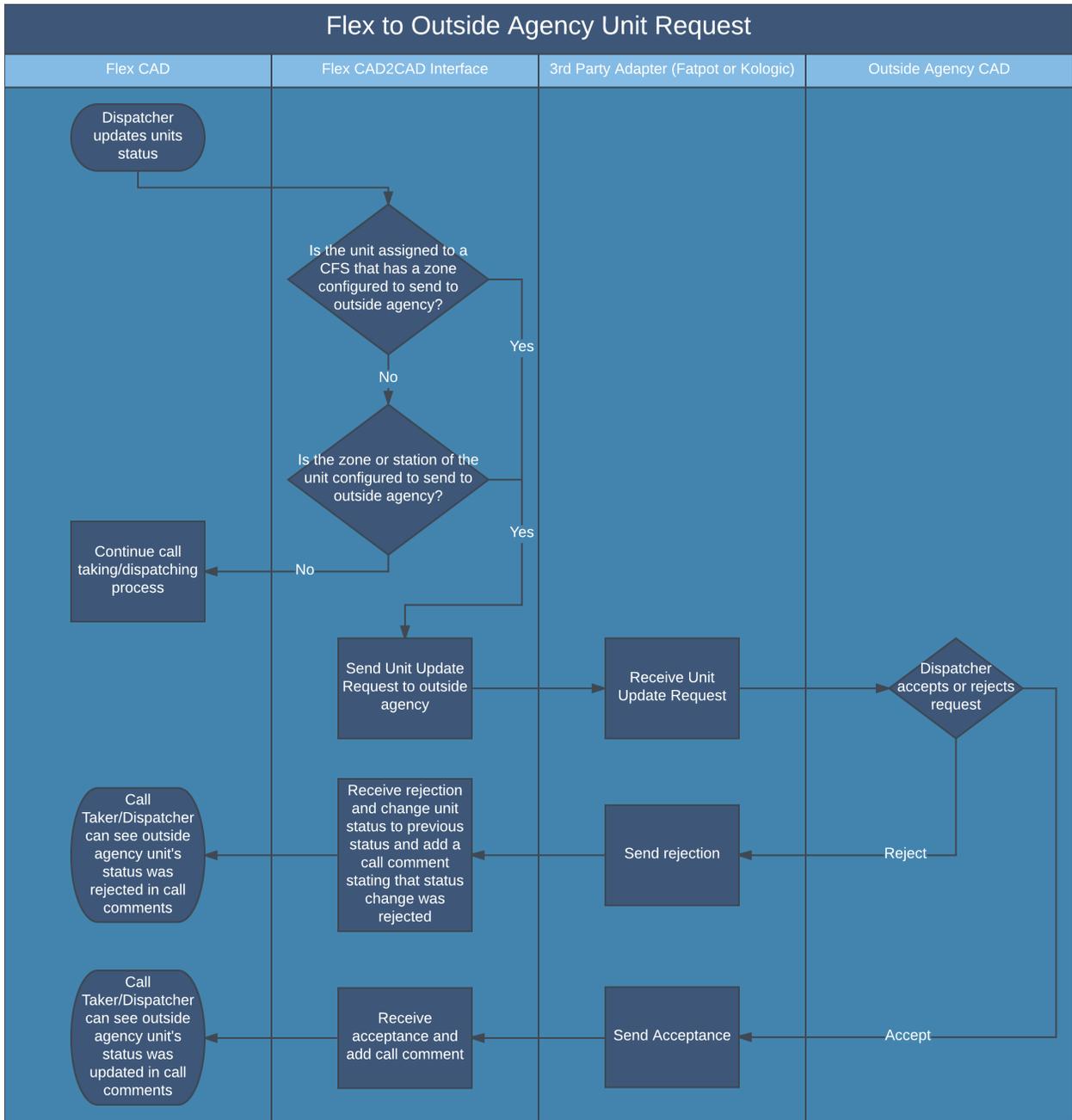
Item 2

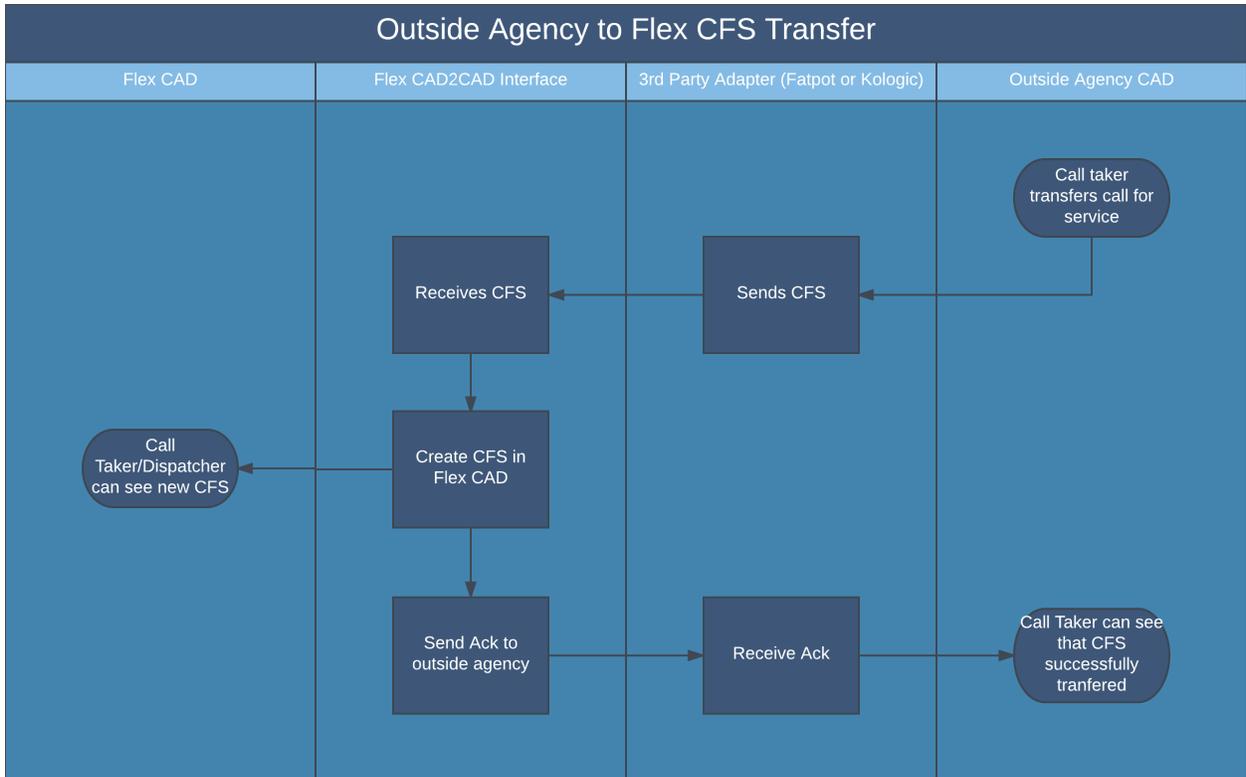
Field Discription	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Unit ID	rlmain.unit	rlmain.unit	

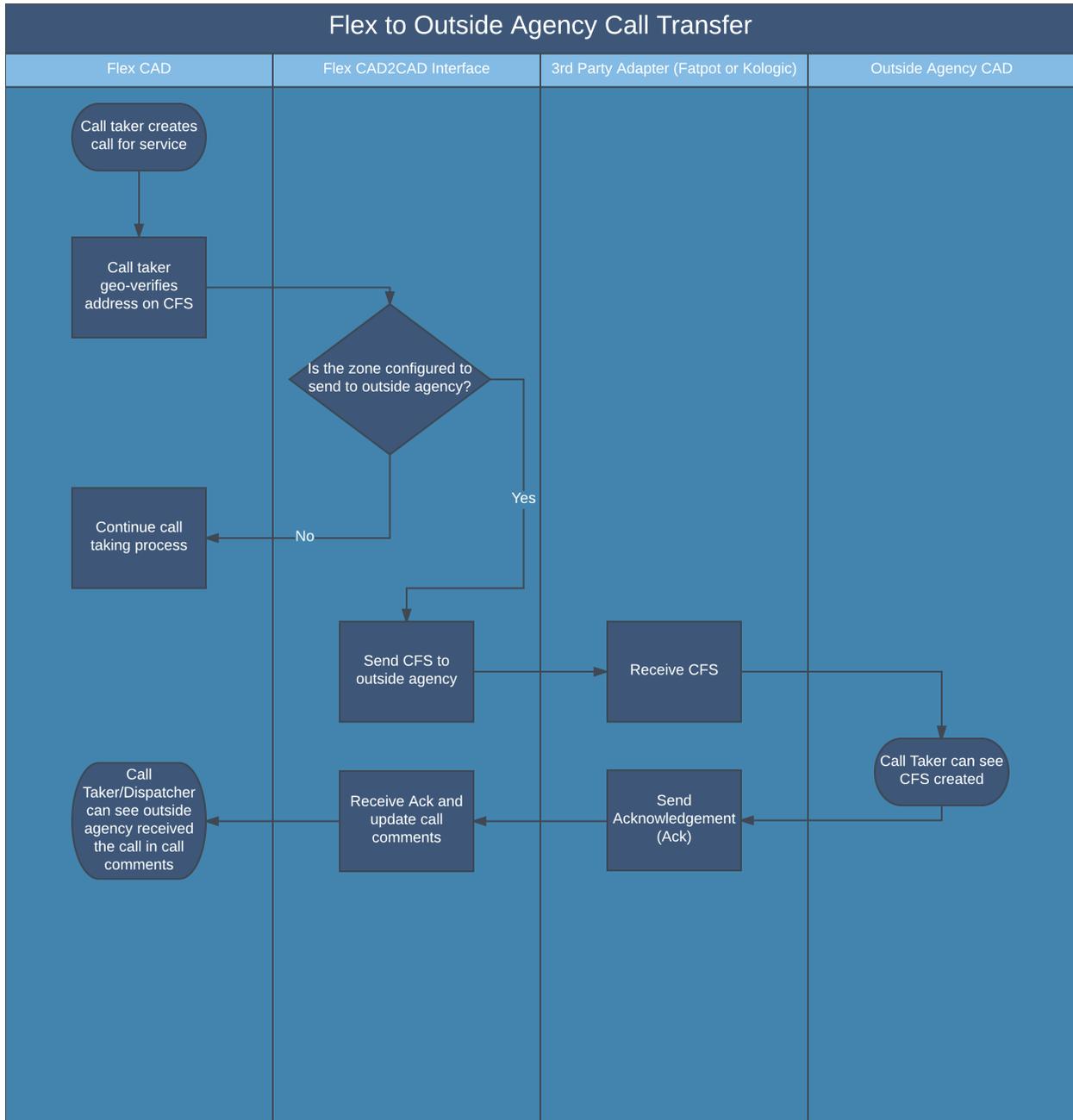
Unit Status Date and Time	rlmain.logdate	rlmain.logdate	
Unit Status	rlmain.tencode	rlmain.tencode	
Location			
Coordinate			
Latitude	rlmain.xpos	rlmain.xpos	
Longitude	rlmain.ypos	rlmain.ypos	
Coordinate Date and Time	rlmain.logdate	rlmain.logdate	
Remote Incident			
Remote Incident Agency ID	Site ID	Not Imported	Configured in the Properties screen.
Remote Incident Agency Name	rlmain.agency	rlmain.agency	
Remote Incident ID	rlmain.callid	stored in memory and cdccomnt.comment	
Local Incident ID	rlmain.callid	stored in memory and cdccomnt.comment	Interface will store the outside agency's Local Incident ID.

Concept









Limitations

CAD to CAD Interface – This interface is only for use between CAD applications. It is not for the use of CAD to Mobile or CAD to RMS.

Flex Schema – Only the data currently stored in the Flex database can be imported by this interface. Adding fields in the Flex database is out of the scope of this project.

Flex Name Record - Due to the limited name information coming from an outside CAD, this interface will not create a Flex Name record. However, the name information will still be viewable on the Spillman Call record.

Unit Setup – In order to have all units appear on the map, they will need to be set up in the Flex cdunit table (including all outside agencies' units).

User Interface - Changing the user interface (Flex client) is not within the scope of this project.

Call Updates - The CFS will never change after the initial import. All updates will be imported into call comments.

Features - The Flex and outside agency's CAD2CAD interfaces might not have the same features. For example, what triggers a outside agency's CFS to be transferred might not be the same trigger for Flex to transfer a CFS to the outside agency.

Customer's Responsibilities

Network connection - The customer will be responsible for the setup and maintenance of the network connection between the Flex and the outside systems.

Value Translations - The customer will be responsible for setting up the value translations for the interface.

Interface Configuration - The customer will need to configure the interface. Spillman can assist.

Deliverables

This interface will be delivered as a WAR file that will be deployable on the Flex Tomcat Server.

Installation

- Spillman will install the interface.

Configuration

- **Unit Status Approval** - If Unit Status Approval is turned off, then no user feedback is required for the outside agency to change the status of a Flex unit.
- **Unit Statuses** - The initial status of the outside agency's units should be set to "requested" in cdstatse. There will also need to be a status of "reject" that dispatchers can use to reject unit requests (reject has a complete action code).
- **Zones** - The zones that trigger a call to be sent to a site will be configurable.

Zone	Site ID	
CITY	SPD ▼	Delete
COUNTY	SCSO ▼	Delete
	▼	Delete

- **Units** - The outside agencies' vehicles are required to be set up in the Flex cdunit table. The below fields will need to be configured:
 - Unit Number

- Zone
- Station
- Agency

Unit	
Unit Number	105
Description	Springfield Police
Unit Type (L,F,E)	I
Unit Kind	PATRL
Display flag	1 (1=Always, 0=When Assigned)
Operation Cost	0.00
Persons Required	1
Agency	SPD COLLEGE STATION POLICE
Primary Zone	LS Law South Zone
Contact Method	
Station	SPD HQ
Shift	Day
Equipped With MDC	Y

- **Unit Non-Updatable Statuses** - The Flex agency will be able to configure what unit statuses will not allow the outside agency to update their units. For example, if the Flex agency configures the BUSY unit status to not be updatable, then when the outside agency tries to dispatch that unit they will get an error.
- **URL/IP** - Premier One Common Services Interface (CSI) URL/IP will be configurable.
- **Credentials** – The username and password that need to interact with the outside agency will be configurable.

Site ID:	SCSO	Automatic fail over:	<input type="checkbox"/>
Web Service URL:		Secondary URL:	
Username:		Fail over attempts:	sds
Password:	*****	Fail over sleep time:	
syxfrid:			
<input type="button" value="Save"/>			

- **Failure Logging** – All failures that can be logged will be logged and displayed on the web page.
- **Database Adapter** – This will determine which Spillman database the interface is pushing data into.
- **Value Translation** – All value mapping will be configurable in the Spillman Syxfrin table. For example, if an outside agency's CAD has a call nature value of "Structure Fire" and the Flex code is "StructureF," then the Flex translation table Syxfrin will be configured to translate the value.

- **Additional Configuration Items** – During development and testing it may be determined that additional configurations are needed.

Network

- **Connection Issues** – All networking issues are the responsibility of the customer.
- **Encryption** – This interface can be configured to be encrypted. However, it is expected that all network traffic will go over a secure network.

Testing

- **Testing** – Testing will involve Spillman, the customer, and Kologik. All are required participants and this project cannot be completed without their involvement. Testing will occur on the customer's Flex server and they will verify field mappings are correct.
- **Pilot/Beta Testing** – Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability. After a period of no less than 14 days and no more than 60 days, Spillman will release the interface to general support.

Acceptance Criteria

- **Call Transfer** - Flex CAD user will be able to see a call imported from an outside agency with all fields mapped according to Item 1. An outside agency's CAD user will be able to see a call imported from Flex with all fields mapped according to Item 1.
- **Unit Status update** - Flex CAD users will be able to send a request for unit status update to an outside agency with all fields mapped according to Item 2. An outside agency's CAD users will be able to update a unit status in Flex with all fields mapped according to Item 2.
- **Unit Coordinates** - Flex and outside agency's CAD users will be able to see both systems units on their CAD maps.
- **Recommended Units** - If an outside agency's unit is closer to a Flex CFS, the Flex recommended units module will recommend that outside agency's unit to the Flex dispatcher.

Existing Crossroads Interface

Technical Product Description

The CrossRoads Citation Interface transfers information from the CrossRoads Citation forms to the Spillman Citations table.

Each time a user creates a Citation using the CrossRoads handheld devices, the citation is uploaded to an FTP server where the interface can then download the citation and create the following in the Spillman database:

- A new Traffic Citation record
- A new Name record if an existing Name record could not be matched. If a new Name record is created it will be linked to the Citation record. If an existing Name record is matched, a link will be created between the new Traffic Citation record and the existing Name record
- A new Vehicle record if an existing Vehicle record could not be matched. If a new Vehicle record is created it will be linked to the Citation record. If an existing Vehicle record is matched, a link will be created between the new Traffic Citation record and the existing Vehicle record

ProQA Paramount Interface (Medical protocol only)

Technical Product Description

Summary

Priority Dispatch's ProQA software automates the process of determining an incident type for emergency calls and provides approved pre-arrival instructions. The series of questions used to determine scene status is called a "protocol." ProQA provides protocols for three public safety disciplines: Medical, Fire and Police. Based on the answers to the questions in the protocol, ProQA provides a determinant code that dispatch uses to send the appropriate response. The Spillman ProQA Paramount Interface integrates ProQA with Computer Aided Dispatch (CAD) to streamline the process of gathering and disseminating information from the caller.

Feature List

- Bi-Directional Data Flow
- Streamlined Operation
- Fast Response

Requirements

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 6.1 or higher	Spillman	
ProQA Paramount	Version 5.0	Spillman	

Motorola UNS Interface

Technical Product Description

Summary

Spillman's Motorola UNS/IMW Interface (MUPS) enhance dispatch capabilities by allowing them to see the location of an officer's radio as well as the vehicle on Spillman's Computer-Aided Dispatch (CAD) map. Dispatchers can help ensure officer safety with status alerts on integrated dispatch maps, and add new GPS devices to the Spillman system without spending time on additional setup.

Motorola will need to assess the customer's radio system (compatibility and capacity) before the customer buys this interface.

Feature List

- Real-Time Personnel Locator
- Immediate Status Change Alerts
- New Device Integration

Requirements

General

- The Mobile software must be loaded on a Spillman-approved hardware platform, as outlined in current Spillman policies.
- Spillman technicians must have direct access to the server on which Mobile software is installed.

Hardware

Hardware	Model	Vendor / Company	Support	Notes
Requirements				<ul style="list-style-type: none"> • Motorola IMW 5.2 compatible devices • To view a list of compatible Astro 25 Motorola devices, click the following link: http://www.motorolasolutions.com/en_us/products/two-way-radios/project-25-radios.html

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 6.1 or higher	Spillman	

Mobile AVL module		Spillman	Spillman Mobile AVL module. AVL must be turned on in Mobile, and the AVL manager must be running.
IMW Server	Version 5.2	Motorola	The server must be accessible with a Motorola Application ID.

LiveScan Fingerprinting Interface

Summary

Transfer biological and arrest information from your Spillman system to select Live Scan Fingerprint systems. This interface simplifies the submission of fingerprint information to state and federal agencies.

Feature List

- One-Touch Data Transfer
- Customizable Reporting Features
- Data Accuracy

Requirements

General

- The Spillman software must be loaded on a Spillman approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have direct modem access to the server where the Spillman software is loaded.
- Installation will be done over the support modem.
- If your agency purchased installation services to set up multiple live-scan machines, each task listed in this document must be completed for each machine.
- The Spillman Application Administrator (SAA) or designated assistant must be available to test the interface functionality and check the content of the data file.
- The agency is responsible for all network connectivity.
- If the live-scan vendor modifies any functionality or method of operation of their product and if these modifications require Spillman Technologies to recode any portion of the interface, additional fees for programming will apply.
- Once the live-scan interface has been installed and is operational, the agency is responsible for payment of any additional expenses required by the live-scan vendor.

Hardware

Hardware	Model	Vendor/Company	Support Notes
Live-Scan Machine			<ul style="list-style-type: none"> • The live-scan machine must be operational and compatible with Spillman specifications. • If the live-scan machine is connected to a local network only, a local static IP address is needed for the live-scan server's network card. • If the live-scan machine is connected to the state, a second network card <i>or</i> routers to the

				state machine and the Spillman server are required.
TCP/IP				The live-scan machine must have a TCP/IP connection to the UNIX server where the Spillman software is loaded.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.5 or higher	Spillman	
NFS			If NFS Mounting is being used for the communication protocol, NFS server software is required on the UNIX server and NFS client software is required on the live-scan server.
Law Records Management module		Spillman	The Spillman Law Records Management module <i>or</i> the Jail Management module is required.



Exhibit D

Custom Interfaces – Scope of Work

Exhibit D Custom Interfaces – Scope of Work

Spillman and Customer agree that Spillman will work to develop the following new or modified interfaces for use with the Software and Customer's system:

- P-10055 Riverside County StateLink Interface
- Crossroads Interface

The price for these services is included in Exhibit B. Upon completion of development, Spillman will deliver the new interface(s) to Customer. Such interfaces will be owned by Spillman and licensed to Customer as part of the Software, under the terms of the Purchase and License Agreement.

As set forth in Section 4.2 of the Support Agreement, custom interfaces (and Spillman's maintenance and support services for such interfaces) are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Spillman to modify the custom interface to work with the new version of the third party software or system. Spillman's support and maintenance fees may also differ for the new version of the custom interface.

P-10055 Riverside County StateLink

Technical Product Description

Project Summary

Project Number	P-10055-Riverside County StateLink
Customer	Corona Police Department, CA
Software Versions	FLEX
Product Module	StateLink

Overview

The Corona, CA project requires a new StateLink module and integration with Spillman Flex and Mobile. StateLink is Spillman's interface that allows communication between Spillman Flex and Mobile and the California Law Enforcement Telecommunications System (CLETS). This project will also allow Spillman Flex and Mobile to communicate with the Riverside Sheriff's (RSO) Message Switch and the Law Enforcement Information Exchange (LInX) using CLETS communication protocol and CLETS message format. The CLETS message switch provides connections to the National Crime Information Center (NCIC) or III, the National Law Enforcement Telecommunication System (NLETS) and the California Department of Motor Vehicles (DMV). The RSO Message Switch provides access to RSO Data Warehouse, RSO JMS, RSO Wants & Warrants, Riverside County Dataworks, Riverside County Probation, and LInX.

Stakeholders

Organization	Name	Title (or Role)	Email/Phone
Spillman	Jeremy Balls	Product Owner	jeremy.balls@motorolasolutions.com
Spillman	Matt Jolly	Product Manager	matthew.jolly@motorolasolutions.com

Scope

1. General - Spillman Technologies will develop an interface for Corona PD, which will communicate with two systems:
 - a. The statewide CLETS message switch using the CLETS transmission protocol and CLETSmessageformat.
 - b. The RSO Message Switch using CLETS transmission protocol and CLETS message format.

The Riverside County StateLink module is a web application that is served by Apache Tomcat on the Flex server. It is packaged as a Web Application Archive (WAR).

2. Basic Usage - A user will initiate a request from CAD, RMS, or Mobile. This request might be an NCIC, III, NLETS, California DMV, or RSO Data Warehouse, or LInX query request type. The request message will be formatted and routed to either the CLETSmessage

switch or the RSO Message Switch. The CLETS message switch or the RSO Message Switch will acknowledge the request and route the message to the appropriate data source, then respond with a return message. This message will be routed from the data source to the CLETS message switch or the RSO Message Switch and onto StateLink over this same connection. Once received by StateLink, this message will be routed to the correct user/terminal/group/printer. The user will be notified of the response and can then view the returned message in Message Center if sent to a user, terminal, or group.

3. Standard StateLink Features - These are features that are included as part of StateLink that can add additional functionality.
 - a. "Ntwk" Option is a button available on Master Index records that allows a user to initiate a request using data from the Master Index record.
 - b. Users can query multiple requests by Name(DOB & SEX), Driver License, Plate, and VIN, such as Driver License and Wanted Person
 - c. Dispatchers can query directly from the CAD command line: DQ, DQL, RQ, RQV
 - d. Parsing of several, in-state return messages
 - e. Image Support for image related transactions
 - f. *Query type message responses voice pertinent information to the user, to allow the user to keep eyes on the road
 - g. *Query type message responses highlight pertinent information to the user, to allow the user to keep eyes on the road
 - h. *Import to Spillman allows California Drivers License and Vehicle Registration information to be added to the Master Name and Master Vehicle tables so that they can easily be used in field reporting.
 - i. **Requesting Unit Auto Forward automatically forwards a copy of return messages to the requesting unit when run by the dispatcher
 - j. **Message Center Alerts indicate to the user which return messages have hits by displaying the message header in red text and indicate the hit type in the subject
 - k. **CAD Alerts visually and audibly alert dispatchers and officers when a unit receives a response with a Hit in the Unit Status Window.
4. Transactions - Spillman will provide the transactions listed in Item 1. Each transaction will be accessible from a screen with required and optional fields for that transaction. Each field will allow for the correct data to be entered as defined by the NCIC 2000 manual, NLETS documentation, California Law Enforcement Telecommunications System or the Riverside County Data Warehouse specifications. Where available, Spillman will use drop down fields which will contain coded values from these documents.

*Some features cannot be implemented in a new StateLink package until after it has been

running for a time by an agency, so enough responses can be obtained to parse the data accurately

**Some features might be limited by the message switch and prevent Spillman from implementing these features.

Limitations

1. Documentation - Spillman will develop according to the following interface specifications:
 - a. Interstate Identification Index (III) Operational and Technical Manual
 - b. NCIC2000 Message Book
 - c. NCIC Operating Manual
 - d. NLETS Wiki/User guide
 - e. California Law Enforcement Telecommunications System Specifications
 - f. Requirements or specifications from the RSO Message Switch (To be provided by customer)
2. Interfaces - Spillman will provide two interfaces for this package. An interface between the Spillman StateLink server and the CLETS message switch and an interface between the Spillman StateLink server and the RSO Message Switch. Messages destined for NCIC, III, NLETS, and California DMV Files will be routed through the CLETS interface. Name, Vehicle, Property, Location queries, RSO JMS, RSO Wants & Warrants queries, Dataworks Photo queries, Riverside County and Probation queriesname queries will be routed through the RSO Message Switch interface.

Deliverables

This interface will be delivered as a WAR file that will be deployable on the Spillman Flex Tomcat Server.

Installation

Spillman Technologies will install StateLink on the Flex server as part of the StateLinkCARC.war deployment.

Configuration

All configurations will be setup in the StateLink Manager web page. Permissions to transactions will be configured from the ecpriv screen in Spillman Flex. The customer is responsible to configure users, terminals, and transactions permissions. Spillman will assist customer in understanding configuration and setup. Spillman will provide the Spillman StateLink Manual to the customer to aid in the understanding of the use and configuration of StateLink.

Network

1. Connection Issues - All networking issues are the responsibility of the customer.
2. Connection Approval - If applicable, the customer will submit any applications and obtain any required approvals from the State of California to obtain network connectivity used by StateLink.

Testing

1. Testing - Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without both parties' involvement. Testing will occur on the customer's Spillman server and the customer will verify the transactions meet all acceptance criteria outlined in the "Acceptance Criteria" section.
2. Pilot/Beta Testing - It is understood that some transactions might not be able to be tested before the release time frame, as data needed might not be available. If customer experiences a problem after official release of the StateLink package, issues will be reported to Spillman Technical Services (Support).
3. Release - After a period of no less than 14 days and no more than 105 days and with all Acceptance Criteria being met, Spillman will release the StateLink interface to general support.

Acceptance Criteria

1. Successful Transaction Submission - All CLETS transactions listed in Item 1, which have available data and have been implemented on the CLETS message switch, will successfully submit to the CLETS message switch. All RCDW transactions listed in Item 1, which have available data and have been implemented on the RCDW message switch, will successfully submit to the RCDW message switch.
2. Transaction Screens & Fields - All transaction screens and fields will allow for the correct data to be entered. Required fields will validate that required field data is present, before transaction is submitted.
3. Transaction Responses - All transaction responses are routed back to the correct user, terminal, group, or printer.
4. Failure Logging - All failures will be successfully logged in the StateLink Router log (ecrtrlog).
5. Acceptance - Riverside County StateLink will be considered accepted when all Acceptance Criteria in this section have been met

Item 1

Available Transactions

Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
Administrative	Administrative Message by ORI	AM	AM, AML
	CA Admin Message by Dest	CAM	CAM
	Free Form Entry	FREE	FREE
	Query ORI	QO	QO, ZO
	Query ORION	TQ	TQ
	Hit Confirmation Request	YQ	YQ
	CA Hit Confirmation Request	YQCA	YQ
	Hit Confirmation Response	YQ	YR
	CA Hit Confirmation Response	YRCA	YR
Article	Clear Article	CA	CA, CAA
	Enter Article	EA	EA, EAA, EP, EPN
	Locate Article	LA	LA, LAA, R.LA, R.LAA
	Modify Article	MA	MA, MAA
	Query Article	QA	QA, QAB, QAH, QAK, QAM, QAN
	Cancel Article	XA	XA
Boat	Query Boat Registration	BQ	BQ
	Clear Boat	CB	CB
	Enter Stolen/Stored/Repo Boat	EB	EB, EBR, EBRL, EBS
	Enter Boat Part	EBP	EBP
	Locate Boat	LB	LB, R.LB
	Modify Boat	MB	MB, MBA
	Query Stolen Boat	QB	QB
	Cancel Boat	XB	XB
Criminal History	CHRI Additional Info Request	AQ	AQ
	Query CHRI by State ID	IQ	IQ
	Query CHRI by Name	FQ	FQ
	Query CII RAPS by Name	QHA	QHA
	Query CII RAPS by Misc Number	QHN	QHN
	Query CII RAPS by CII Number	QHY	QHY, QHT
	Query NCIC III History	RQH	R.QH
	Query NCIC III Rap Sheet	RQR	R.QR
Driver License	Query Driver License by Name	DNQ	DNQ

	Query Driver License	DQ	DQ, DQG
	Query CA Driver License (Num.)	ID	ID
	Query CA Occupational License	IL	IL
	Query CA Driver License (Name)	IN	IN
	Query Driver History	KQ	KQ
	Query Canadian Driver License	UQ	UQ
Gun	Enter Gun	EG	EG
	Locate Gun	LG	LG, R.LG
	Modify Gun	MG	MG
	Query Gun	QGB	QG, QGB, QGC, QGG, QGH, QGHX, QGM, QGMX, QGK, QYG, QYP, QYN, R.QG
	Cancel Gun	XG	XG
Identity Theft	Enter Identity Theft	EID	EID
	Query Identity Theft	QID	QID
Missing Persons	Enter MP Identifiers	EMID	EMID
	Enter Missing Person	EMP	EMP
	Enter Missing Suspect	EMS	EMS
	Enter Missing Person Vehicle	EMV	EMV
	Locate Missing Person	LMP	LMP, R.LM
	Modify MP Identifiers	MMID	MMID
	Modify Missing Person	MMP	MMP
	Modify Missing Person Desc	MMPD	MMPD
	Modify Missing Suspect	MMS	MMS
	Modify Missing Suspect Desc	MMSD	MMSD
	Modify Missing Vehicle	MMV	MMV
	Query CA/NCIC Missing Person	QM	QM
	Query NCIC Missing Person	RQM	R.QM
	Cancel Missing Person	XMP	XMP
	Cancel Missing Suspect	XMS	XMS
	Cancel Missing Person Vehicle	XMV	XMV
Other	Query Hazardous Material	MQ	MQ
	Enter Restraining/Protective	ERO	ERO

Protection/Restraining Order	Enter RO/Violation Message	EVM	EVM
	Modify Restraining/Protective	MRO	MRO
	Modify RO/Violation Message	MVM	MVM
	Query Restrained Person	QRP	QRP
	Query Restraining/ Protective	QRR	QRR, QRR1, QRRH
	Serve Restraining/Protective	SRO	SRO
	Cancel Restraining/Protective	XRO	XRO
Sex and Arson	Query Sex and Arson	QSA	QSA
	Enter Sex and Arson	ESA	ESA
	Update Sex and Arson	USA	USA
Super Queries	Query DL/SRF	CU01	IN, QVC
	Query DL/CII/SRF	CU02	IN, QHA, QVC
	Query Reg/Vehicle by License	CU03	IV, QV
	Query Reg/Vehicle by VIN	CU04	IV, QV
	Query AFS/APS	GP	QAN, QGH
	Query AFS/APS/WPS/CARPOS/SRF	GPW	QGH, QAN, QW, QRR, QVC
	Query AFS/WPS/CARPOS/SRF	GW	QGH, QW, QRR, QVC
	Query APS/WPS/CARPOS/SRF	PW	QAN, QW, QRR, QVC
Supervised Release	Enter Supervised Release	EVC	ECA, EYA, EPR, EFR, ECR, ERC, ESV
	Enter Contact Message	LCA	LCA
	Modify Supervised Release	MVC	MCA, MYA, MPR, MFR, MCR, MMH, MRC, MSV
	Query Supervised Release	QVC	QVC
	Cancel Supervised Release	XVC	XVC
Unidentified Person	Enter UP Identifiers	EUID	EUID
	Enter Unidentified Person	EUP	EUP
	Modify UP Identifiers	MUID	MUID
	Modify Unidentified Person	MUP	MUP, MUPD
	Query Unidentified Person	QU	QU, R.QU
	Cancel Unidentified Person	XUP	XUP
	Enter UP Identifiers	EUID	EUID
	Enter Unidentified Person	EUP	EUP
Vehicle	Clear Vehicle	CV	CV, CVA

	Enter Stolen/Felony Vehicle	EV	EV, EVF
	Enter Stolen/Lost/Found Plate	EVL	EVL1, EVL2, EVFL, EVLE
	Enter Vehicle Part	EVPR	EVPR, EVPF
	Enter Stored/Impounded/Pawn/Repo	EVS	EVS, EVSH, EVSH-Z, EVR, EVRL, EVP
	Query Aircraft Registration	GQ	GQ
	Query CA Registration	IV	IV
	Query LoJack	LE	QV
	Locate Part/Plate/Vehicle	LV	LV, LVA, R.LV, R.LL, R.LP, R.LF, MV, MVA
	Modify Vehicle	MV	MV, MVA
	Query Vehicle	QV	QV
	Query Registration by Name	RNQ	RNQ
	Query Vehicle Registration	RQ	RQ, RQG
	Query Snowmobile Registration	SQ	SQ
	Query Canadian Registration	XQ	XQ
	Cancel Vehicle	XV	XV
Wanted	Clear Wanted Person	CW	CW
	Enter Wanted Person	EWR	EWR
	Locate Wanted Person	LW	LW, R.LW
	Modify Wanted Person	MWR	MWR
	Query Wanted Person	QW	QW
	Query State Warrant	SWQ	SWQ
	Cancel Wanted Person	XW	XW
Riverside County Data Warehouse	RSO Data Warehouse - Name Query	To Be Determined	To Be Determined
	RSO Data Warehouse - Property Query	To Be Determined	To Be Determined
	RSO Data Warehouse - Vehicle Query	To Be Determined	To Be Determined
	RSO JMS - Name Query	To Be Determined	To Be Determined
	RSO Wants & Warrants - Name Query	To Be Determined	To Be Determined
	Riverside County Dataworks(mugshot) - Photo Query	To Be Determined	To Be Determined

	Riverside County Probation - Name Query	To Be Determined	To Be Determined
	LinX - Name Query*	To Be Determined	To Be Determined

*Spillman has included the LInX Query as a transaction that would be done through the same switch and using the same protocol as the other RSO Message Switch queries. If this query is not done through the RSO Message Switch, but through a different switch then additional work must be added to this Scope of Work/Technical Product Description, and a pricing addendum/change order must be executed by the Customer to pay for such work.

Spillman is committed to working with Customer and LInX to obtain more information about interfacing possibilities. More information is needed to provide a full scope and price for this interface.

Acceptance

The client named below verifies that the terms in this Statement of Work represents the full scope of this interface and is acceptable. Any significant modifications or additions to this accepted scope contained herein will require a Change Request and may result in additional costs. The parties hereto are each acting with proper authority by their respective companies.

Client Comments

City of Corona

Spillman Technologies, Inc.

James Patton

Joe Lunt

Print Name

Print Name

Chief of Police

Vice President

Print Title

Print Title

DocuSigned by:
James Patton
18FD4B026CC14AA

DocuSigned by:
Joe Lunt
180A274D7244487

Signature

Signature

12/20/2017

12/18/2017

Date

Date

Crossroads Interface

Technical Product Description

Overview

Corona Police Department uses Crossroads for their electronic accident (crash) solution. Corona PD would like to be able to see the accidents within the Flex system without having to manually enter them. This interface will import accident data from Crossroads and populate the appropriate tables (Names, Vehicle, and Accident) in the Flex system.

Objectives

When an officer fills out and submits a crash in Crossroads, Crossroads will export an XML file to an FTP server. The interface will then retrieve the XML file and import the data elements according to Exhibit A into the Flex database.

Project Environment

This interface will be a web application that is served by Apache Tomcat on the Flex server. It will be packaged as a Web application Archive (WAR). The interface will leverage the Flex Data Exchange (DEX) product to write to the Flex database.

Requirements

Requirement #	Description
1 Fetch XML Files	Crossroads will export a crash XML file to an FTP site. At a configurable interval, the interface will then fetch this file.
2 Data Import	<p>All data will be imported to the corresponding fields in the Flex Names, Vehicle, and Accident tables. See Exhibit A for the field mapping.</p> <p>Name Matching Rules - When a name is imported from Remote Booking, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Name record in Flex. If it does not find a match, it will then create a new Name record.</p> <ul style="list-style-type: none"> • Social Security number and first name • Social Security number and birth date • Social Security number and last name • Driver license and state and first name • Driver license and state and birth date • Driver license and state and last name • First, last names with date-of-birth • First, last, suffix names with phone • First, last, suffix names with an exact match on address, city, state, and ZIP

	<p>Vehicle Matching Rules - When a vehicle is imported from Remote Booking, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Vehicle record in Flex. If it does not find a match, it will then create a new Vehicle record.</p> <ul style="list-style-type: none"> • Key (number) • VIN • License number and license state • License number, license state, make, model, year (Only if Make/Model/Year is checked in the DEx Properties screen)
3 PDF Import	Crossroads can be configured to export a pdf image of the entire collision report along with the XML file. If this is configure, then the interface will attach this file to the accident record in Flex.

Item 1

Crossroads Field Name	Flex Field Name	Notes
ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Report Number	acmain.relinci	
Collision date	acmain.adata	
Collision Time	acmain.adata	
Collision Day of Week	Not Imported	
Hit and Run	acvhdtl.hitrun	
Collision Type	acmain.colit	
Involved With	Not Imported	
Pedestrian Action	acmdesc.text	
Private Property	acmdesc.text	
Officer ID	acmain.officer	
Reporting District	acmdesc.text	
PCF Type	Not Imported	
Party at Fault	acnmdtl.comment	
Party at Fault Cited	acnmdtl.comment	
Violation	acnmdtl.citev1	If violation code does not exist, put it in acnmdtl.comment
Violation Subsection	acnmdtl.citev1	If violation code does not exist, put it in acnmdtl.comment
beat	acmdesc.text	
county	acmdesc.text	
city name	acmain.city	
tow away	acmdesc.text	

state highway	acmdesc.text	
property damage owner	acmdesc.text	
property damage description	acmdesc.text	
property damage owner notified	acmdesc.text	
property damage address	acmdesc.text	
NCIC Number	acmdesc.text	
photos by	acmdesc.text	
judicial district	acmdesc.text	
Weather	acmain.wcond	
Weather (Additional)	acmain.wcond2	
Road Surface Condition	acrdcc.roadcc	
Road Condition1	acrdcc.roadcc	
Road Condition2	acrdcc.roadcc	
Lighting	acmain.lcond	
Right of Way Controls	acmdesc.text	
Number Injured	acmain.injured	
Number Killed	acmain.killed	
Primary Road	acmain.street	
Secondary Road	Not Imported	
Distance in Feet	Not Imported	
Direction	acvhdtdl.dir	
X	Not Imported	Coordinates will populate if the address is geo-verified
Y	Not Imported	Coordinates will populate if the address is geo-verified
preparers name	acmdesc.text	
reviewers name	acmdesc.text	
date reviewed	acmdesc.text	
Primary Collision Factor	acmain.firshar	
ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Party Number	Not Imported	
Party Type	acnmdtl.ptype	
Party Sex	nmmain.sex	
Party Age	Not Imported	
Vehicle Year	vhmain.year	

Vehicle Make	vhmain.make	
Vehicle Type	vhmain.model	
Party Sobriety 1	acnmdtl.comment	
Party Sobriety 2	acnmdtl.comment	
Direction of Travel	acvhdtl.dirc	
Movement Preceding Collision	acvhdtl.movem	
Associated Cause - Factor 1	acvhdtl.seqevt1	
Associated Cause - Factor 2	acvhdtl.seqevt2	
Associated Cause - Factor 3	acvhdtl.seqevt3	
Associated Factor 1 VC	acnmdtl.comment	
Cited for Other Associated Factor 1	acnmdtl.comment	
Cited for Other Associated Factor 2	acnmdtl.comment	
Associated Factor 1 Sub	acnmdtl.comment	
associated factor inattention description	acnmdtl.comment	
Date of Birth	nmmain.birthd	
Drivers License Number	nmmain.dlnum	
Drivers License State	nmmain.dlstate	
Drivers License Class	nmmain.dltype	
Hair Color	nmmain.hair	
Eye Color	nmmain.eyes	
Weight	nmmain.weight	
Height	nmmain.height	
Race	nmmain.race	
Home Phone	nmmain.phone	
Business Phone	nmmain.wkphn	
Business Phone Extension	Not Imported	
Insurance Carrier	acnmdtl.comment	
Policy Number	acnmdtl.comment	
Safety Equipment	acnmdtl.safety	
On Street	acvhdtl.comment	
Speed Limit	acvhdtl.vhsplim	
Vehicle Owner	acvhdtl.comment	
Owner Address	acvhdtl.comment	

Disposition Orders By	acvhdtl.comment	
Prior Mechanical Defects	acvhdtl.comment	
Extent of Damage	acvhdtl.extdmg	
First Name	nmmain.first	
Middle Name	nmmain.middle	
Last Name	nmmain.last	
Party Street Address	nmmain.street	
Party City Address	nmmain.city	
Party State Address	nmmain.state	
Party Zip Address	nmmain.zip	
disposition by officer	acnmdtl.comment	
disposition by driver	acnmdtl.comment	
disposition by other	acnmdtl.comment	
prior mechanical none	acvhdtl.comment	
prior mechanical see narrative	acvhdtl.comment	
Owner Same As Driver		Use driver data in the owner fields
Addr Owner Same As Driver		Use driver data in the owner fields
special information	acnmdtl.comment	
Trailer Vehicle Model	vhmain.model	
Trailer Vehicle Color	vhmain.color1	
Trailer Vehicle License Number	vhmain.lpnum	
Trailer Vehicle State	vhmain.state	
Trailer Vehicle Year	vhmain.year	
Trailer Vehicle Make	vhmain.make	
Vehicle Model	vhmain.model	
Vehicle Color	vhmain.color1	
Vehicle License Number	vhmain.lpnum	
Vehicle State	vhmain.state	
CHP Vehicle Type	acvhdtl.comment	
CHP Trailer Type	acvhdtl.comment	
Vehicle Identification Number	vhmain.vin	
CA	acvhdtl.comment	
DOT	acvhdtl.comment	
CAL-T	acvhdtl.comment	
TCP/PSC	acvhdtl.comment	
MC/MX	acvhdtl.comment	

ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Party of Victim	Not Imported	
Victim Number	Not Imported	
Victim Type	acnmdtl.ptype	
Victim Age	Not Imported	
Victim Sex	nmmain.sex	
Extent of Injury	acnmdtl.severe	
Seating Position	acnmdtl.positin	
Air Bag	acnmdtl.airbdep	
Safety Equipment	acnmdtl.safety	
Witness Only	acnmdtl.ptype	
Witness Number	Not Imported	
Passenger Only	acnmdtl.ptype	
Victim First Name	nmmain.first	
Victim Middle Name	nmmain.middle	
Victim Last Name	nmmain.last	
Victim Street Address	nmmain.street	
Victim City Address	nmmain.city	
Victim State Address	nmmain.state	
Victim Zip Address	nmmain.zip	
Victim Country Address	nmmain.text	
Victim Home Phone	nmmain.phone	
Victim Business Phone	nmmain.wkphn	
Victim Business Phone Extension	Not Imported	
Victim Date of Birth	nmmain.birthd	
Ejected	acnmdtl.ejectn	
Transported By	acnmdtl.comment	
Taken To	acnmdtl.comment	
Injury Description	acnmdtl.comment	

Limitations

Flex Schema – Only the data currently stored in the Flex database can be imported by this interface. Adding fields in the Flex database is out of the scope of this project.

One way – This is a one-way interface from Crossroads to Flex.

Crossroads - This interface is contingent upon the functionality of the Crossroads Software.

Encryption – This interface will not be encrypted. It is expected that all network traffic will go over a secure network.

Customer's Responsibilities (Corona Police Department)

FTP Server - The customer will be responsible for the setup and maintenance of the FTP server.

Value Translations - The customer will be responsible for setting up the value translations for the interface.

Connection Issues – All networking issues are the responsibility of the customer.

Deliverables

This interface will be delivered as a WAR file that will be deployable on the Flex Tomcat Server.

Installation

- Spillman will install the interface.

Configuration

- **FTP File Fetch Interval** – The time interval the interface checks for new XML files on the FTP server will be configurable.
- **FTP URL** – The location of the SFTP/FTP site will be configurable.
- **FTP Credentials** – The FTP site's username and password will be configurable.
- **XML File Archive** - The amount of time the interface will store the archived XML files will be configurable.
- **Failure Logging** – All failures that can be logged will be logged and displayed on the web page.
- **Database Adapter** – This will determine which Flex database the interface is pushing data into.
- **Value Translation** – All value mapping will be configurable in the Flex Syxfrin table. For example, if Crossroads has an eye color value of BRN and Spillman's code is BRO, then the Spillman translation table Syxfrin will be configured to translate the value.
- **Additional Configuration Items** – During development and testing it may be determined that additional configurations are needed.

Testing

- **Testing** – Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without their involvement. Testing will occur on the customer's Spillman server and they will verify field mappings are correct.
- **Pilot/Beta Testing** – Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability.

After a period of no less than 14 days and no more than 60 days, Spillman will release the interface to general support.

Acceptance Criteria

- **Data Import** - All data will be imported to the corresponding fields in the Flex Names, Vehicle, and Accident tables. See Exhibit A for the field mapping.
- **XML File Archive** - The interface will delete the XML file from the FTP site and then archive the file on the Spillman server.

Acceptance

The client named below verifies that the terms in this Statement of Work represents the full scope of this interface and is acceptable. Any significant modifications or additions to this accepted scope contained herein will require a Change Request and may result in additional costs. The parties hereto are each acting with proper authority by their respective companies.

Client Comments

City of Corona

Spillman Technologies, Inc.

James Patton

Joe Lunt

Print Name

Print Name

Chief of Police

Vice President

Print Title

Print Title

DocuSigned by:
James Patton
49EEDMB029CC1AAA

DocuSigned by:

780A274D7244487...

Signature

Signature

12/20/2017

12/18/2017

Date

Date



Exhibit E
Spillman Statement of Work

Exhibit E

Spillman Statement of Work

Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical services, and both initial and ongoing training. Spillman will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system and application administration training
- Perform initial system acceptance
- Provide comprehensive end user training and assistance with code table set up

- Provide Go-live assistance
- Perform final system acceptance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The Spillman System will be implemented in a Microsoft Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Spillman’s current hardware recommendations, is patched per Spillman’s recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.
- Customer obtains State user and terminal ORIs in a timely fashion.
 - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Spillman Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman Project Manager
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Spillman Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman's continued system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, system acceptance tests, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Spillman will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

5.1 - Project Planning and Pre-Installation

Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Spillman for the implementation process:

- **Pre-Implementation Meeting**
 Spillman will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and product demonstration. The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.
- **Open House**
 Upon completion of the PIM, Spillman will conduct an Open House consisting of a general product presentation for end users designed to promote enthusiasm for the upcoming implementation.
- **Workflow and Forms Review Sessions/Project Team Planning Session**
 Spillman will schedule and conduct Workflow and Forms Review Sessions with each agency/department to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. This task will also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization.

5.1 - Project Planning and Pre-Installation

Deliverables

Upon completion of Project Planning, Spillman and Customer will:

- Document results of the workflow and forms review for each agency. Spillman will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Spillman will provide recommendations for forms that should remain in use after go-live occurs.
- Identify and document estimated Customer resources and estimated time requirements for Customer-related tasks so the Customer is better prepared to assign the type of resources when necessary to do so and for what duration. This information will be based on Spillman’s previous experience in installing similar systems. The goal is to help ensure the Customer is well aware in advance of tasks and resource requirements so as to avoid potential project delays during the implementation process.

Prerequisites

- Signed Agreement

Completion Criteria

This task will be considered complete following the Pre-Implementation Meeting, Open House, and completion of the Workflow and Forms Review Sessions.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct pre-implementation meeting • Conduct product demonstrations • Conduct workflow and forms review 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Assist with open house (invites, room to conduct meetings and open house, etc...) • Assist with workflow and forms analysis • Assist with project team planning sessions
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Trainer • Systems Engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Project team members (staff from agencies or departments)

5.2 - Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Spillman system. Customer or Spillman (as specified in the Agreement) will be responsible for procuring the server needed to meet Spillman's hardware specifications, as well as dedicating/procuring servers for the solution's GIS component, and Compstat Dashboard module. Together, Spillman and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Spillman	Customer
Responsibilities <ul style="list-style-type: none"> • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations 	Responsibilities <ul style="list-style-type: none"> • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff <ul style="list-style-type: none"> • Project manager • Installation manager • Systems engineer 	Required Staff <ul style="list-style-type: none"> • Project manager • IT personnel (as needed) • System administrator

5.3 - Order Third Party Products

Task Description

Spillman will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables

- Not applicable

Prerequisites

- Signed agreement

Completion Criteria

This task will be complete once Spillman and Customer have placed all orders for third party products.

Spillman	Customer
Responsibilities <ul style="list-style-type: none"> • Order third party products as specified in the Agreement 	Responsibilities <ul style="list-style-type: none"> • Order third party products for which Customer is responsible
Required Staff <ul style="list-style-type: none"> • Project manager • Systems engineer 	Required Staff <ul style="list-style-type: none"> • Project manager • System administrator • IT personnel (as needed)

5.4 - Finalize Project Schedule

Task Description

Prior to signing the Agreement, Spillman and Customer may have developed a preliminary project schedule. During this task, the project managers from both Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman's project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Spillman	Customer
Responsibilities <ul style="list-style-type: none"> • Lead Customer through a review of the project schedule • Update the project schedule 	Responsibilities <ul style="list-style-type: none"> • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff <ul style="list-style-type: none"> • Project manager • Training coordinator 	Required Staff <ul style="list-style-type: none"> • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

5.5 - Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

- Spillman-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Spillman can incorporate into end user training.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide sample data entry standards • Explain data entry standards 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Revise sample standards form to meet Customer’s needs • Create formal policies and standard operating procedures to guide data entry tasks
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Lead trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team

5.6 - First Remote Map Training

Task Description

Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to training, Customer will collect current map data for assessment. Spillman will send Customer a document to guide Customer in the collection of this data. A Spillman GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Spillman geofile.

During this time, Spillman's GIS trainer will also instruct Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, Customer is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

This task will be complete after Spillman concludes the onsite map build training.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide map data collection guide • Assess current map data • Provide feedback on ways to improve quality of map data • Provide map build training • Provide remote assistance during Customer's map build activities 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Collect current available map data • Attend map training • Build geofile per Spillman's specifications
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer (GIS) 	<p>Required Staff</p> <ul style="list-style-type: none"> • System Administrator • GIS Department

5.7 - Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Spillman's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Spillman has installed and configured the Microsoft Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Install Microsoft Windows server and operating system at Customer site • Configure database storage space allocation • Guide Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Spillman headquarters 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Facilitate installation of Microsoft Windows server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • System administrator • IT department

5.8 - Install Core Spillman Application

Task Description

After installing the servers and configuring the operating system and database storage, Spillman's systems engineer will install the core Spillman application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide Customer with Mobile and Spillman client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Spillman applications, as specified in the Agreement
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Install core Spillman applications • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Install Spillman client application on PCs • Install Spillman Mobile client application on mobile computers
<p>Required Staff</p> <ul style="list-style-type: none"> • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • IT personnel • System administrator

5.9 - Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

Task Description

Spillman installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Spillman will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Spillman can help with the process. Together, Spillman and Customer will enter the ORI and terminal information and test the connection.

Spillman will install the E9-1-1 interface. To configure this interface, Spillman will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Spillman will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Spillman will also install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables

- Installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan interfaces

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Spillman and Customer have tested the StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.

5.9 - Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces	
Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • StateLink Interface <ul style="list-style-type: none"> ○ Install StateLink/NCIC interface ○ Work with Customer to enter ORI and terminal information ○ Test StateLink/NCIC interface • E9-1-1 Interface <ul style="list-style-type: none"> ○ Install interface ○ Configure ANI/ALI connection to Spillman ○ Verify data stream/format to CAD screens • Other External Interfaces <ul style="list-style-type: none"> ○ Serve as prime contractor to develop interfaces ○ Test and successfully demonstrate completion to Customer ○ Update interface and system Documentation, as necessary 	<p>Responsibilities</p> <ul style="list-style-type: none"> • StateLink Interface <ul style="list-style-type: none"> ○ Obtain state connection ○ Obtain state user and terminal ORIs ○ Work with Spillman to enter ORI and terminal information ○ Test StateLink and Mobile StateLink State/NCIC interface • E9-1-1 Interface <ul style="list-style-type: none"> ○ Provide ANI/ALI port for connection ○ Provide dispatch computer IP addresses ○ Verify data stream/format to CAD screens
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems engineer • Development (programmers) 	<p>Required Staff</p> <ul style="list-style-type: none"> • IT department • Any applicable third party vendors • System administrator

5.10 - Conduct Project Team Training

Task Description

Spillman will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules. As Spillman demonstrates this functionality, Spillman and Customer will jointly verify the project acceptance sign off for the modules purchased. Should Spillman and Customer discover any discrepancies between the demonstrated product and Spillman's proposal, they will mutually agree on the reason for the discrepancy and develop a plan of action to resolve the discrepancy. Spillman will resolve the discrepancy if possible. If an immediate resolution is not possible, Spillman and Customer will agree on, and document, an alternative plan of action (i.e., a workaround by Customer or a Spillman product enhancement in a future release).

Following the project team training, the Spillman project manager and Customer will work on any documented changes that need to be made to the module acceptance testing documents (the "Acceptance Documents"). Customer's project team will review the Acceptance Documents for accuracy. Once Spillman and Customer agree on the accuracy of the Acceptance Documents, the documents will be used as a basis for functional testing and final project acceptance.

Deliverables

- Project team training
- Module acceptance test documents

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the parties have agreed upon the Acceptance Documents.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Project team training (system overview) • Demonstrate Spillman application • Work with Customer to review and modify (as needed) module acceptance tests 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide appropriately equipped training location • Ensure appropriate personnel attend project team training Work with Spillman to review and modify module acceptance tests
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manger • Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team • Trainer

5.11 - Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific administration training, as appropriate
 - CAD Admin Training
 - Law Admin Training
 - Jail Admin Training

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering code tables. Customer must enter data before user training begins. Spillman will provide training on user/group setup, including granting system privileges.

Additionally, Customer should have a good draft of its data entry standards. During this training, Spillman will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

- Spillman application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Spillman has provided the system administration training per the training plan.

Spillman Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> • System administrator training • Module administration training • Code table setup training 	<ul style="list-style-type: none"> • Provide properly equipped location • Ensure personnel attend training • Finalize data entry standards • Enter code tables
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager (as needed) • Project team • System administrator • IT personnel • Department managers (as needed for code tables decisions)

5.12 - Conduct Module Acceptance Testing

Task Description

At Customer location, Spillman and Customer will conduct acceptance tests on the installed system. Spillman will provide Customer with its standard acceptance tests for each Spillman application module. Spillman will cross references all sections of Spillman's RFP response to the applicable acceptance test, specifically where a favorable response was made in the RFP response and a test plan is not available. Spillman will work with Customer to develop additional, mutually agreeable tests and scenarios.

Spillman's installation technician will verify proper set-up to ensure that system is functioning as designed, and prepared for the tests prior to functional testing. With Spillman's assistance, Customer will conduct functional tests to verify that commands work as intended within mutually developed test scenarios, and that each module and all interfaces, function according to the Acceptance Documents.

In the process of testing the requirements, Customer will also test specific commands to determine whether the command executes the intended function in the manner expected, the command generates the appropriate acknowledgement message, information transfers correctly, and the commands generate the appropriate error messages when input incorrectly.

During module testing, Spillman and Customer will track whether requirements pass or fail a test, classifying requirements that test as a "Failure." If a material Failure is identified, it will be documented and Spillman will begin work to correct the Failure. Once a correction is established, Spillman and Customer will conduct additional testing of that requirement to verify it passes the test.

Deliverables

- Spillman standard functional tests

Prerequisites

- Spillman application installation
- System Administration training

Completion Criteria

This task will be complete when the Spillman application operates in all material respects according to the Acceptance Testing Documents, and Spillman either has remedied all material Failures or has provided a mutually acceptable written explanation of when it will correct the Failures.

5.12 - Conduct Module Acceptance Testing

Spillman Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> • Provide standard functional tests • Work with Customer to review and agree upon additional tests and scenarios • Conduct module testing with Customer and track results • Correct any failures following Acceptance Testing plan 	<ul style="list-style-type: none"> • Review standard Spillman functional tests • Create additional tests and scenarios, if desired • Conduct functional testing with Spillman and track results • Re-test any corrections made by Spillman
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manger • Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Project team • End users (as needed)

5.13 - Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct multiple (as needed) training sessions to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final review session to assess the condition of Customer map data and ensure it is ready for go live.

Deliverables

- GIS professional services (consulting)
- Final map review

Prerequisites

- Spillman application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria

This task will be complete when the final map is prepared and ready for go live.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide map build assistance to Customer • Assist with final map review and go live preparation 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Map build and GIS modifications • Perform final map review
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer (GIS) 	<p>Required Staff</p> <ul style="list-style-type: none"> • GIS department • System administrator

5.14 - Conduct End User Training

Task Description

Spillman will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Spillman has provided all end user training per the training plan.

Spillman Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> • Provide end user training per the training plan 	<ul style="list-style-type: none"> • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
<h3>Required Staff</h3> <ul style="list-style-type: none"> • Trainers 	<ul style="list-style-type: none"> • Required Staff • All employees (end users)

5.15 - Cutover to Live Operation

Task Description

Spillman trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Spillman will facilitate a Go-live kickoff ensuring all tasks are completed and Customer personnel are prepared for pre and post-cutover roles.

After cutover, Spillman's trainers will assist Customer personnel with initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may arise and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman's project manager and trainers will hold meetings with Customer project team, as needed, to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall be present to provide guidance to Customer personnel needing additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above been completed.

Spillman Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> • Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed • Work one-on-one with individuals 	<ul style="list-style-type: none"> • Ensure appropriate personnel attend Go-live kickoff meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman
Required Staff <ul style="list-style-type: none"> • Project manager • Systems engineer • Trainers 	Required Staff <ul style="list-style-type: none"> • Project manager • All employees (end users)

5.16 - Perform Site Audit and Analysis

Task Description

As scheduled between the Project Manager and the Customer, within a few weeks or months following cutover to live operation, Spillman trainer(s) will be onsite to observe how Customer personnel are using the System. The trainer(s) will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days (per trip)

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer(s) have conducted the site audit(s) and analysis.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Answer follow up questions • Show users alternative ways to use the system 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Communicate questions or concerns
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer(s) 	<p>Required Staff</p> <ul style="list-style-type: none"> • Applicable staff

5.17 - Obtain Project Acceptance Sign Off

Task Description

Customer will sign off on final system acceptance. The system will be deemed accepted as defined in Exhibit F, Section 5, Final System Acceptance.

Deliverables

- Corrections or workarounds to material errors per the Acceptance Test Plan

Prerequisites

- Cutover to live operations

Completion Criteria

This task will be complete when the System has been fully tested in an operational environment and Acceptance has occurred as per the Acceptance Test Plan.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Resolve performance and reliability issues per the Acceptance Test Plan 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Monitor Spillman System • Log errors with appropriate detail
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manger 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Project team

Major Milestones

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Initial acceptance
- Interfaces
- End user training complete
- Go-live complete
- Final acceptance



Exhibit F

Acceptance Test Plan

Exhibit F Acceptance Test Plan

1. Acceptance Testing Overview

Spillman will work in conjunction with the Customer to perform three types of acceptance tests: functional, performance, and reliability. This Acceptance Test Plan (ATP) is incorporated as part of the Purchase and License Agreement (“License Agreement”) to identify a mutually agreeable methodology for completing these testing activities.

Failures are defined as the inability of the System or a System component to conform in all material respects to Documentation as defined in the License Agreement. All tracking of test results will be done via a mutually agreeable tracking form.

2. Functional Testing

Prior to Go-live, Spillman will provide the Customer with its standard functional acceptance tests for each Spillman application module. Spillman will cross reference all sections of Spillman’s RFP response to the applicable acceptance test, specifically where a favorable response was made in the RFP response and a test plan is not available. Spillman will work with Customer to develop additional, mutually agreeable tests and scenarios.

Spillman’s installation technician will verify proper set-up to ensure that system is functioning as designed, and prepared for the tests prior to functional testing. With assistance from Spillman, the Customer will conduct Functional Tests on the System to verify that that commands work as intended within mutually developed test scenarios, and that each module, as well as all System interfaces, functions according to the Functional Specifications Document developed as a System implementation task.

In the process of testing the requirements, the Customer will also test specific commands to determine whether the command executes the function it was intended to execute in the manner expected, whether the command generates the appropriate acknowledgement message, if information is correctly sent and received, and whether the commands generate the appropriate error messages when input incorrectly.

During Functional Testing, Spillman and the Customer will track whether requirements pass or fail a test. If a requirement fails a test, it will be classified as a “Failure.” Spillman shall have up to ten (10) days to correct any Failure or provide an explanation of when the Failure will be corrected. Spillman shall resolve the Failure either by fixing the Failure or by providing a mutually agreeable resolution. Once a Failure is corrected, Spillman and the Customer will conduct additional testing of that requirement to verify that it passes the test.

The System will be deemed to have passed Functional Testing when all requirements pass the test or mutually acceptable remedies for the Failures have been developed.

3. Performance Testing

The purpose of the Performance Test is to verify that the System meets the transaction performance standards in **Exhibit G** (Performance and Reliability Standards). Prior to Go-live, the Customer will be responsible for conducting the Performance Testing during End User Training and during the Mock Go-Live simulation. Once all System components have been installed, a final Performance Test can only be accomplished in a live environment (production use) to ensure that performance standards are maintained when all System components are in use. For the purposes of Performance Testing, command transactions times are measured from operator action until visual response or operation completion. As part of Performance Testing, prior to go live operations, Spillman will stress test the System using an automated load tester. The automated load tester will simulate large volumes of calls being created, dispatched, etc utilizing data from the standard practice database.

3.1. Performance Testing

The purpose of performance testing is to verify the System meets the transaction performance standards in **Exhibit G** (System and Performance Standards).

The Customer will be responsible for monitoring and measuring System Performance during the 60-day acceptance test period. The Customer can conduct any performance test it desires, but must be able to systematically document and track any discovered performance deficiencies, including detailed information as to the sequence of events leading up to the problem, time of day, node name or unit involved and other pertinent details.

If performance degradation, defined as a replicable inability to meet the performance standards in **Exhibit G** (System and Performance Standards) is discovered, the Customer may choose to stop use of the application or use whatever operational portion may be available. The Customer and Spillman will determine a mutually acceptable error level and remedy as per the Error Designation and Remedies Section in Section 4.1.

4. Reliability Testing

Upon Go-live, the System will undergo a 60-day Performance and Reliability Period. The Performance and Reliability Test Period consists of Performance Testing and Reliability Testing.

During this test period, the Customer will need to maintain a log of any discovered errors. Errors will be classified and remedied according to severity using the Error Level Designations and Remedies listed in Section 4.1.

4.1. Error Level Designations and Remedies

During the Performance and Reliability Test Periods, the Customer will maintain a log of any discovered errors. Errors will be classified and remedied as described in the following paragraphs.

4.1.1. Error Level 0 (P0)

A Priority Zero Level Error (P0) is a failure to meet Product Specifications that results in:

- The entire Spillman application or a core Spillman component (i.e., HUB, RMS, CAD, Mobile, and Spillman's portion of the CLETS interface) does not function

In the event a P0 Error occurs, the Customer will immediately notify Spillman and the Performance and Reliability period will be cancelled. Spillman personnel shall promptly resolve the problem at no additional cost to the Customer and a new Performance and Reliability period will begin.

Upon receipt of a software correction for a P0 error, the Customer has 24 hours to test the software correction and place it into production. If the Customer does not place the software correction into production within 24 hours, the new Reliability Period will begin. Once the system operates for the total number of intended consecutive days of the Performance and Reliability Period without a P0 Error, the Performance and Reliability Test will be completed.

4.1.2. Error Level 1 (P1)

A Priority One Level (P1) Error is a failure to meet Product Specifications that results in:

- A significant risk or threat to Police Officer, or Firefighter Safety as a result of System or Software errors
- Inability to use a module within a System Component
- Material Data loss due to software errors
- Data corruption due to software errors

In the event a P1 Error occurs, the Customer will immediately notify Spillman and the Performance and Reliability period will be restart. Spillman personnel shall promptly resolve the problem at no additional cost to the Customer and a new Performance and Reliability period will begin.

Upon receipt of P1 software correction, the Customer has 72 hours to test the software correction and place it into production. If the Customer does not place the software correction into production with 72 hours, the Performance and Reliability period will resume. Once the Subsystem or System operates for the total number of intended calendar days of the Performance and Reliability Period without a Level 1 Error, the Performance and Reliability Test will be completed.

4.1.3. Error Level 2 (P2)

A Priority Two Level (P2) Error is a failure to meet Product Specifications that results in:

- Productive, but incomplete, operation wherein a workaround is generally available

In the event a P2 Error occurs, the Customer will immediately notify Spillman, but the Reliability period will continue. If possible, Spillman shall resolve the problem during the Reliability period. If not, resolution will occur within a future bug fixes release, fixes release or software update of the product. P2 Errors do not need to be resolved for Final System Acceptance, but must be resolved, either by remedying the error or by developing a mutually acceptable plan to remedy the error in a future bug fix release.

4.1.4. Error Level 3 (P3)

A Priority Three Level (P3) Error is a minor failure to meet Product Specifications that does not affect operations and is mainly cosmetic in nature. Examples include configuration issues that can be corrected by the Customer; data integrity issues that must be addressed by the Customer; Help File errors; documentation errors; graphical user interface cosmetic errors that can be corrected in a future release; or enhancements that can be made in the future to the presently installed System. In the event a P3 Error occurs, Spillman may or may not correct the error within a future software release, however if the error affects functionality that is identified in the functional requirements document Spillman will work with Customer to reclassify the error to a mutually agreed upon error level. Note that requested enhancements to the application are not errors and fall outside of the scope of the Error Levels and Reliability Testing.

If, during the Performance and Reliability period, the system is deemed non-operational by the Customer due to P0 or P1 errors, the Performance and Reliability period will cease. The Customer may choose to stop use or use whatever operational portion that is available. The Performance and Reliability period will restart upon the resolution of a P0 or P1. P2 and P3 Errors will not stop or extend the Performance and Reliability period.

4.2. Reliability Testing

The purpose of the Reliability Testing is to verify the Subsystem will perform in a live environment as per the reliability standards stated in **Exhibit H** (Performance and Reliability Standards).

If a Failure is detected, the errors will be classified and remedied as per the Error Designation and Remedies Section above in Section 4.1.

5. Final System Acceptance

Final System Acceptance can occur when:

- The Spillman System has operated for 60 consecutive days without a P0 error
- The Spillman System has operated for 60 consecutive days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed

Spillman needs to be notified in writing of any errors before the end of the reliability period. All errors must be reproducible. If Spillman has not been notified of any Errors within the 60 day Reliability Test period, the System will be deemed accepted.

6. Final Acceptance Notification Form

Customer agrees acceptance testing has been completed as follows:

- The Spillman System has operated for 60 consecutive days without a P0 error
- The Spillman System has operated for 60 days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed



Exhibit G

System Performance Standards

Exhibit G

System Performance Standards

1. Overview

This Document outlines the performance and reliability standards for the System. In the event of a conflict between the terms and conditions of this document and the License Agreement, the terms and conditions of the License Agreement shall apply.

2. Performance Standards

Subject to the terms and conditions in the Agreement, Spillman will ensure that the System meets the performance standards stated herein in all material respects.

2.1 Performance Standards Assumptions and Exceptions

All performance standards are based on the following assumptions:

- The Spillman Software is configured and maintained according to Spillman recommendations for networks, servers, workstations, storage systems, system and application configuration, as well as for database maintenance
- The workstations used to access the Software meet the recommended Spillman workstation specifications
- The servers housing the Spillman Software meet the recommended Spillman server specifications
- The storage system storing the database and application files meets the recommended storage system specifications
- A maximum average round-trip latency (as measured by "ping") of 10ms between client workstations and the Spillman server
- Performance standards are not guaranteed in the following conditions:
 - The physical integrity of the network (bad cables, etc.), other applications competing for bandwidth, or issues with switches and routers which can cause network noise, throughput drop-offs, or network activity spikes
 - Third party applications operating on workstation clients negatively influence response times of the Spillman Software
 - Anti-virus scanning software configuration, client registry errors, firewalls, and spyware negatively affect performance
 - Network and system diagnostic testing affects performance
 - Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network

2.2 Measurement of Transaction Response Times

Transaction response times are measured from operator action until visual response or operation completion.

2.3 Spillman CAD Performance Standards

The CAD performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- CAD client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the Customer meeting the CAD performance assumptions, Spillman commits to the following response times during the Project:

- An average of less than 1 second for the following Dispatcher commands:
 - Unit Status Update
 - Dispatch Unit
 - Call Comment
 - Update Call Status
 - Close Call
- An average of less than 3 seconds for the following Dispatcher commands:
 - Geoverify Address (from Add Call screen)
 - Initiate New Call (open Add Call screen, no address)
 - Call History (Incident History)
 - Unit History
- From the Add Call Screen or the Call Information screen, an average of less than 5 seconds for the following amplifying information
 - Previous calls at address
 - Duplicate calls at address
 - Names at address
 - Names with alerts at address
 - Warrants at address
 - Premise records at address
 - Address alerts

Many factors influence response time, including network latency, map display complexity, and interaction with external systems and data volumes retained on the production database servers. The majority of the CAD application commands will meet the criteria stated above. However, commands requiring responses from external data sources (i.e., queries to external systems) may take longer based on the responsiveness of the external system and the network. With regard to external database queries, the System will meet the performance requirement in most cases. However, due to factors such as network latency and external system responsiveness, it is not possible to commit to the response time for all ad hoc external database query requests.

Notwithstanding this provision, Spillman will resolve, in accordance with the requirements of the Agreement, problems or Defects caused by Products and/or Services provided by Spillman that interfere with or impede the System's ability to achieve the performance standards as stated herein. Please note that Spillman cannot guarantee response times when the transaction depends on the performance of the network, load on external systems or any external systems (e.g., queries to state databases) outside the responsibilities of Spillman as defined by the Agreement.

2.4 Spillman Mobile Performance Standards

The Mobile performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs+- between the Spillman Mobile client and the Spillman server
- Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the Customer meeting the Mobile performance assumptions, Spillman commits to the following response times during the Project:

- The frequency of dispatch updates is configurable. The default configuration is set to 15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.
- Query response times are directly related to network latency and bandwidth. When Mobile network performance assumptions are met indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

- Records with images or attachments, such as mug shots. For example, a 1 MB mug shot will take approximately 32 seconds to download over a 256 kbit/s connection or approximately 16 seconds to download over a 512 kbit/s connection.
(<http://www.download-time.com/>)
- Queries to external systems
- Functions that are size and complexity dependent (i.e., report generation)

2.5 Spillman RMS Performance Standards

The Spillman RMS performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- RMS client workstation to the Spillman Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the above-noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Basic Query (Indexed Search) and Select Response Times
 - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with a transaction Response Time of 3 seconds or less.
 - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.
- Extended Records Query (Non-indexed Search)
 - The Spillman RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching records in the table. An exact response time cannot be guaranteed, but the Spillman RMS will search approximately 1,000 records in less than 7 seconds.
- Name Query With List Response
 - When configured to show a list response the Spillman RMS will complete a names search in less than 7 seconds

2.6 Spillman Field Reporting Performance Standards

The Field Reporting performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 kbit/s between the Spillman Field Reporting client and the Spillman server
- Acceptable performance for AFR transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)
- These performance standards do not apply to third party Field Reporting applications that interface with the Spillman system
- The form load time will be very dependent upon the mobile/Field Reporting client workstation hardware memory and CPU specifications required by the application.

Subject to the above noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Field Reporting queries to the Spillman Server over the LAN will be completed within 7 seconds. Field Reporting queries to the Spillman Server over-the-air (wireless network)

are not subjected to the 7-second response time due to wireless network traffic and server response.

- Selecting drop-down menu pick-list items will be provided within 1 second. A few large pick-list items will be provided within 7 seconds.
- Generation and display of report forms from the “New” report screen will be provided within 30 seconds.
 - Generation and display of report forms from the “New” report screen will be provided within 12 seconds, with the exception of the first time the form is displayed after logging into Spillman Mobile, for Mobile clients that meet or exceed Spillman’s Mobile Client hardware recommendations.
- Field Reporting Workflow, Retrieval and Submissions
 - Loading of existing saved draft reports, reports from a user’s inbox and submission of reports may take longer than 30 seconds. The time for submitting and saving reports to the Spillman Server may also exceed 30 seconds. This transaction time will be contingent upon the number of included data elements in a draft or completed report, any media attachments associated with the form, and the number of reports a user allows to be queued in their inbox.

2.7 Spillman JMS Performance Standards

The Spillman JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

- JMS client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to above noted assumptions and exceptions, Spillman commits to the following performance standards:

- Basic Query (Indexed Search Only) and Select Response Times
 - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less.
 - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less.
- Inmate Quick Search
 - The Inmate Quick Search displays a list of inmates that match the entered search criteria. For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds.

3. System Availability

Spillman software has consistently operated in a 99.99% to 99.999% rate of uptime for many years. For the past 12 months, Spillman customers as a whole have averaged an uptime of 99.9968 (excluding planned downtime for updates). That said, because performance of the Spillman application is also dependent on hardware, operating systems, and other non-Spillman systems, we hesitate to guarantee a defined system availability level.

Spillman Technologies is firmly committed to the continued development of our extremely reliable public safety software, and stand by the products we currently offer to more than 1,900 customers across the United States. We will work closely with the agency to ensure proper expectations are established.

The calculation of system uptime excludes planned downtime for maintenance, patches, and upgrades. System uptime is a measure of software uptime and excludes downtime caused by factors outside the control of the Spillman software, such as power outages and hardware failures.

4. System Reliability

Spillman commits that the System will operate in material conformity with the performance standards described herein and the requirements as defined in the Agreement through Final System Acceptance. Should the System fail to meet these requirements, upon notice from Customer, Spillman will take appropriate steps to bring the System back into compliance by correcting the problem.



Exhibit H

Insurance

Exhibit H Insurance

1. Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

 - b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$5,000,000** per occurrence; **\$10,000,000** general aggregate for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of three (3) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$3,000,000 per claim, \$3,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to,

claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

4. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:
 - a. General Liability. The general liability policy shall state under a Blanket Additional Insured endorsement and CG 2037 that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
 - b. Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.
5. Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:
 - a. Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's ~~may acquire~~ against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy, except the Professional Liability policy, which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

- b. Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
6. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Project.
7. Deductibles and Self-Insurance Retentions. Consultant's policies required herein are written with deductibles and do not contain self-insured retentions. The deductible under Consultant's policies are the obligation of the Named Insured (Consultant) and not the responsibility of the City.
8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion.

Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them.

1. "Verification of Coverage. Spillman shall furnish City with original certificates of insurance and a blanket additional insured endorsement effecting coverage required by the Agreement on forms reasonably satisfactory to the City. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and reasonably approved by the City before work commences under the Agreement. In the event that the City has tendered a claim to Spillman or its insurer, and Spillman or its insurer has denied coverage to the City, or has issued a reservation of rights letter, upon written request, Spillman will permit City to review, during normal business hours and at no cost to the City, all relevant insurance policy or policies at a location within the City of Corona or within thirty (30) miles of the City of Corona, subject to an executed non-disclosure agreement reasonably

acceptable to the Parties stating that the City will not disclose the contents of the insurance policy or policies to third parties unless otherwise required by applicable law. Additionally, Spillman will provide copies of all relevant insurance policy or policies to the City in accordance with a duly issued court order or subpoena.”

2. Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
3. Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.
4. Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.



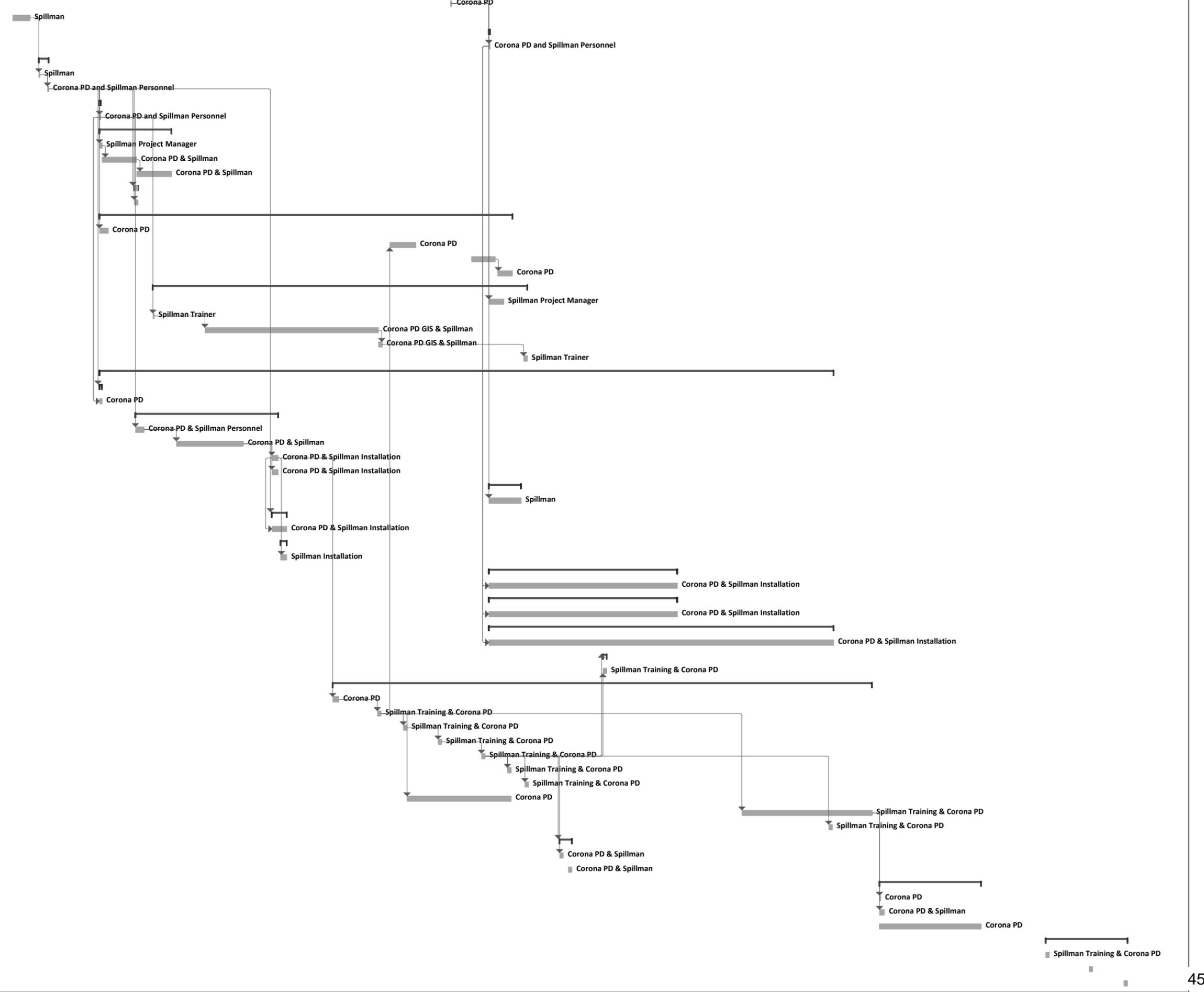
Exhibit I

Estimated Implementation Timeline

Exhibit I
Estimated Implementation Timeline

Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20
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1	Contract Signing	1 day	Fri 12/21/18
2	Contract and First Check Received and Processed	2 wks	Tue 1/2/19
3	Initial Planning Phase	1 day	Mon 1/21/19
4	Install Checklist/Needs Analysis Surveys	1 day	Mon 1/21/19
5	Pre-Implementation	6 days	Tue 1/23/18
6	Internal Sales - Project Management Kickoff Meeting	1 day	Tue 1/23/18
7	Pre-Implementation Call	1 day	Tue 1/30/18
8	Kickoff Meeting	1 day	Tue 3/13/18
9	Kickoff Meeting Onsite	1 day	Tue 3/13/18
10	Training Schedule	42 days	Tue 3/13/18
11	Provide Draft Training Schedule	2 days	Tue 3/13/18
12	Review and Revise Draft Training Schedule	4 wks	Thu 3/15/18
13	Finalize Draft Training Schedule	4 wks	Thu 4/12/18
14	Training Business Process Review	3 days	Tue 4/10/18
15	Business Process Review	3 days	Tue 4/10/18
16	Data Entry Standards	239 days	Tue 3/13/18
17	Review Sample Data Entry Standards	1 wk	Tue 3/13/18
18	Revise/Create New Standards	3 wks	Fri 11/2/18
19	Formalize Policy and Create Forms	3 wks	Mon 1/7/19
20	Print and Distribute Forms	2 wks	Mon 1/28/19
21	Geobase/Mapping	216 days	Wed 4/25/18
22	Order ArcView Software	2 wks	Mon 1/21/19
23	Overview of Current GIS Data	1 day	Wed 4/25/18
24	GIS Data Revision/Build as needed	20 wks	Wed 6/6/18
25	Map Data Loaded for Testing	3 days	Wed 10/24/18
26	Map Data Loaded for Production	3 days	Mon 2/18/19
27	Installation Phase	424 days	Tue 3/13/18
28	Network	2 days	Tue 3/13/18
29	Acquire IP Addresses	2 days	Tue 3/13/18
30	Server	83 days	Wed 4/11/18
31	Verify Server Specifications	1 wk	Wed 4/11/18
32	Order Server	8 wks	Mon 5/14/18
33	Server Setup on Agency Network	1 wk	Mon 7/30/18
34	Establish Backup Procedures	1 wk	Mon 7/30/18
35	Order 3rd Party Products	20 days	Mon 1/21/19
36	Order 3rd Party Products	4 wks	Mon 1/21/19
37	Spillman Support Connection	10 days	Mon 7/30/18
38	Cisco VPN or LAN to LAN	2 wks	Mon 7/30/18
39	Software	5 days	Mon 8/6/18
40	Hub and Other Spillman Modules	1 wk	Mon 8/6/18
41	Statelink / NCIC Interface	110 days	Mon 1/21/19
42	Statelink / NCIC Connection	22 wks	Mon 1/21/19
43	911 Interface	110 days	Mon 1/21/19
44	911 Interface	22 wks	Mon 1/21/19
45	Custom Interface Development	200 days	Mon 1/21/19
46	Custom Interface Development	40 wks	Mon 1/21/19
47	Load Testing	3 days	Tue 4/23/19
48	Load Testing	3 days	Tue 4/23/19
49	Training Phase	311 days	Mon 9/17/18
50	Set Up Training Room	1 wk	Mon 9/17/18
51	Project Team Training	3 days	Tue 10/23/18
52	System Admin Training	3 days	Tue 11/13/18
53	CAD Admin Training	3 days	Tue 12/11/18
54	Law Admin Training	3 days	Tue 1/15/19
55	Jail Admin Training	3 days	Tue 2/5/19
56	Admin Staging (Go-Live Scenarios)	3 days	Tue 2/19/19
57	Enter Code Tables	12 wks	Fri 11/16/18
58	User Training	15 wks	Tue 8/13/19
59	Mock Go-Live	3 days	Tue 10/22/19
60	Functional Testing	8 days	Tue 3/19/19
61	Functional Testing	3 days	Tue 3/19/19
62	Functional Testing (cont.)	3 days	Tue 3/26/19
63	Final System Setup Phase	60 days	Mon 12/2/19
64	Determine Record Numbering	1 day	Mon 12/2/19
65	Go Live	4 days	Mon 12/2/19
66	Performance and Reliability Period	60 days	Mon 12/2/19
67	Site Audit & Analysis	48 days	Tue 4/14/20
68	Site Audit & Analysis	3 days	Tue 4/14/20
69	Site Audit & Analysis (2)	3 days	Tue 5/19/20
70	Site Audit & Analysis (3)	3 days	Tue 6/16/20





Agenda Report

File #: 20-0795

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/02/2020

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of the purchase of multi-band portable radios from Motorola using the cooperative purchasing program of the Houston-Galveston Area Council of Governments Contract Number RA05-18.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the Purchasing Manager to issue a purchase order to Motorola in the amount of \$259,032.34 for the replacement of (26) multi-band portable radios.
- b. Make a determination under Corona Municipal Code Section 3.08.140(C) (Competitive Bidding Already Completed) that competitive bidding has been satisfied based upon the reasons provided in the "Basis for Exception to Competitive Bidding" section of this agenda report.

ANALYSIS:

The legacy portable radios used by the Corona Fire Department are nearing the end of life, and parts are becoming more challenging to acquire. Research conducted for a replacement portable radio identified the need for a multi-band radio. A multi-band radio platform enhances the department's ability to communicate with neighboring cities and public safety agencies.

The Corona Fire Department evaluated the two available multi-band public safety portable radios on the market and documented a side by side comparison of key features. The two radio vendors were Motorola and Harris. Both radios met a majority of the established requirements. However, the Motorola radio met all of the department's needs; this included two key safety requirements. The first key safety feature provides the ability to lock out the transmit tone. Without this feature, a firefighter could inadvertently change the transmit tone rendering the radio communications unheard

by other users. The second key safety feature is the integration into the Android Team Awareness Kit (ATAK) software platform. This feature allows the radio to transmit a geospatial position into the ATAK platform when operating in an area with poor or no cell service. This allows the incident commander and firefighters to see resource and personnel locations even in cellular denied areas such as the adjacent foothills and underground spaces.

Multi-band portable radio comparison		
Key Features	Motorola	Harris
Operator Selectable Tone Per Channel	X	X
Operator Selectable Tone Lockout Per Channel *Safety	X	
Operator Selectable Tone Alias	X	
Team Awareness Kit Plugin *SAFETY*	X	
Talk Around with decode tone on transmit *SAFETY*	X	X
Front Panel Programming	X	X
Radio to Radio Cloning	X	
Man Down *SAFETY*	X	X
Channel Selector Remote Microphone	X	
Volume Control Remote Microphone	X	X
Replaceable Cable for Remote Microphone	X	X
Secondary channel activated from Remote Microphone	X	X
Dynamic Tactical Zone	X	X
Alkaline Clamshell	X	
Emergency Trigger	X	X
Bluetooth	X	X
WIFI	X	X

The purchase of the (26) multi-band portable radios is the first phase of a three-phase purchasing plan. The subsequent two phases are anticipated in Fiscal Year 2022 and Fiscal Year 2023. Though the Harris multi-band portable radio is less expensive, the Corona Fire Department is requesting approval of the recommended actions due to the enhanced safety features provided by the Motorola product. The bid for the Harris radios is \$181,731.10, and the bid for the Motorola radios is \$259,218.53. Both bid proposals are submitted as attachments.

BASIS FOR EXCEPTION TO COMPETITIVE BIDDING

The Fire Department requests City Council authorization to purchase multi-band portable radios using the Houston-Galveston Area Council (HGAC Buy) Cooperative Purchasing Contract Number RA05-18. Staff believes that an exception to competitive bidding is warranted for this purchase pursuant to Corona Municipal Code (CMC) Section 3.08.140(c), which states as follows:

“(C) Competitive Bidding Already Completed. When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines that:

- (1) A competitive bid procedure has been conducted by another public agency including, but not limited to, another local agency, the state through the California

Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA); and

(2) The price to the city is equal to or better than the price to that public agency.”

Staff believes the above two required findings can be made for the following reasons:

(1) Competitive Bid Procedure Already Conducted by Another Local Agency:

On October 5, 2017, HGAC Buy, issued Proposal Solicitation #RA05-18 for the purchase of Radio Communication/Emergency Response and Mobile Interoperability Equipment. Radio Communication vendors from across the country were solicited, with fifteen vendors submitting proposals by the bid due date of January 11, 2018. On March 20, 2018 HGAC Buy, awarded contracts to fifteen vendors. Motorola was awarded all four categories in the solicitation:

- A. Radio Communication Equipment and Services
- B. Emergency Response Command and Control Equipment and Services
- C. Mobile Command Interoperable Communication Equipment and Services
- D. Integration of Services

HGAC awarded a contract to Motorola with an effective performance period beginning May 1, 2018 and ending April 30, 2021.

(2) Price to City is Better:

Not only will the proposed pricing offered to the City from Motorola will reflect the established and negotiated pricing structure outlined in the contract with the HGAC Cooperative Purchasing Program, but it also comes with a savings of \$99,249 over what was initially proposed by Motorola. Motorola is offering the City a discount of twenty-seven percent (27%) for the radios and programming and twenty percent (20%) for radio accessories.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support the timely delivery of fire services to our community.

FISCAL IMPACT:

Approval of the recommended actions will not result in additional budgetary impacts. Funding for

the radio purchase was discussed as a service level adjustment at FY 2021 budget workshops. The funding was included in the Adopted FY 2021 Fire Department's General Fund operating budget.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: ANDREAS JOHANSSON, FIRE CAPTAIN

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: SCOTT BRIGGS, PURCHASING SPECIALIST V

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. EXHIBIT 1 - HGAC-Motorola Agreement
2. EXHIBIT 2 - Motorola APX8000xe
3. EXHIBIT 3 - Harris XL-200
4. EXHIBIT 4 - Radio Communication/Emergency Response Equipment Summary
5. EXHIBIT 5 - HGAC Bid Invitation No. RA05-18
6. EXHIBIT 6 - Proposal Login Sheet
7. EXHIBIT 7 - Bid-Tab Summary
8. EXHIBIT 8 - HGAC Legal Advertising

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H• GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

DocuSigned by:
Signature
Travis Boettcher
970050FB3ADC4F5...

Name Travis Boettcher

Title vice President

Date 7/25/2018

H-GAC

DocuSigned by:
Signature
Chuck Wemple
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date
7/24/2018

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one*

million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a General Aggregate limit of ,000,000.

Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
NA	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
	<i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
NB	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
NC	Mobile Command Interoperable Communication Equipment & Services	
ND	Motorola Solutions Integration Services LMR	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	\$ 1,818.00
ND	System Engineering Daily Rate*	\$ 1,818.00
ND	System Technologist Daily Rate*	\$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	\$ 150.00
ND	Standard Shop Installation: Daily Rate*	\$ 1,200.00
ND	Mobile Radio Installation*	\$180-\$500
ND	Radio Programming*	\$55-\$125
ND	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	Motorola Solutions Integration Services Advanced Services	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
ND	Security Project/Program Management-Daily Rate*	\$1,694
ND	Wireless Security Technician-Daily Rate*	\$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580

ND	Securiy Trainer-Daily Rate*	\$1,328
ND	Application Security Code Reviewer-Daily Rate*	\$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	\$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
ND	Mobile Application Services Project Management-Daily Rate*	\$565
ND	Mobile Application Services System Engineer-Daily Rate*	\$565
ND	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Unified Communications Services Project Management-Daily Rate*	\$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	\$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Consulting Services Project Management-Daily Rate*	\$1,694
ND	Consulting Services System Engineer-Daily Rate*	\$1,694
ND	Consulting Services Solution Architech-Daily Rate*	\$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
ND	Consulting Servics IP Network Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List



Houston-Galveston Area Council

August 1, 2018

RE: Clarification to Cooperative Agreement – Motorola Solutions, Inc.

This is to clarify that ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE in the SPECIAL PROVISIONS of the above referenced Agreement should read as follows:

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one million dollars (1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*



Further, ARTICLE 8: INSURANCE is clarified to read:

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

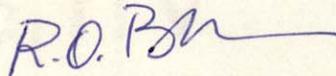
- a. **General liability** insurance with a Single Occurrence limit of at least 1,000,000.00, and a General Aggregate limit of 2,000,000.00.

Product liability insurance with a Single Occurrence limit of at least 1,000,000.00 and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

Sincerely,



Ronnie O. Barnes
Director of Public Services

ROB/tm

Customer Proposal APX All Band APX8000XE



Prepared By: Jeff Ashton Phone: 954-605-3762

PREPARED FOR: Andreas Johansson
 COMPANY: Corona Fire Department
 EMAIL: Andreas.Johansson@CoronaCa.gov

Bill To: **PLEASE PROVIDE**
 Address:

Ship to: **PLEASE PROVIDE**
 Address:

Date: 7/1/20

Qty.	Model	Description	Unit Price	Discount Price	Total Price
APX8000XE P25 Trunking Green Radio					
26	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$4,593.16	\$ 119,422.16
26	QA02006	ENH: APX8000XE RUGGED RADIO	\$800.00	\$584.00	\$ 15,184.00
26	QA01427	ALT:APX 8000 HOUSING GREEN	\$25.00	\$18.25	\$ 474.50
26	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$ 9,774.70
26	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,095.00	\$ 28,470.00
26	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$ 5,694.00
26	QA00580	ADD: TDMA OPERATION	\$450.00	\$328.50	\$ 8,541.00
26	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE SYSTEM ID 0393	\$5.00	\$3.65	\$ 94.90
26	Q629	ENH: AES ENCRYPTION	\$475.00	\$346.75	\$ 9,015.50
26	Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	\$740.00	\$540.20	\$ 14,045.20
26	QA01843	ADD: MANDOWN OPERATION	\$150.00	\$109.50	\$ 2,847.00
26	Q53	ADD: FRONT PANEL PROGRAMMING & CLONING	\$150.00	\$109.50	\$ 2,847.00
26	Q58	ADD: 3 YEAR SERVICE FROM THE START LITE	\$115.00	\$115.00	\$ 2,990.00
26	PMNN4504	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	\$193.00	\$154.40	\$ 4,014.40
3	NNTN7593A	IMPRES DUAL CHARGER	\$412.50	\$330.00	\$ 990.00
6	NNTN8844	IMPRES 2 MULTI-UNIT 6-DISP CHARGER	\$1,375.00	\$1,100.00	\$ 6,600.00
26	PMNN4439A	CLAMSHELL BATTERY	\$104.00	\$83.20	\$ 2,163.20
3	HKVN4289A	APX CPS DOWNLOAD	\$299.00	\$239.20	\$ 717.60
3	PMKN4012B	PORTABLE PROGRAMMING CABLE	\$84.70	\$67.76	\$ 203.28
26	PMMN4106	XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN	\$616.00	\$492.80	\$ 12,812.80
2	KT000026A01	KIT, ANTENNA, ALL-BAND, 20CM	\$108.00	\$86.40	\$ 172.80
26	ADDITIONAL DISCOUNT PER RADIO		-\$250.00	(\$250.00)	\$ (6,500.00)
				SUB TOTAL	\$ 240,574.04
				Sales Tax 7.75%	\$18,644.49
			P25 TRUNKING TOTAL		\$ 259,218.53



Proposal #255024

Prepared By: Clifford A Zwarkowski
 Email Ski@Cazcom.org

Date: 8/21/2020
 Valid To: 9/20/2020
 Office: 760 243 2332
 Fax: 760 243 0886

Company: Corona Fire Department
 Requested By: Andreas Johansson
 Phone: 951-233-8808
 Email: Andreas.Johansson@CoronaCA.gov

Quantity	Item Number	Description	Each	Total
26	XL-PFM1Y	HARRIS XL-200 Portable Radios - Yellow/Black (List \$2,900.00)	\$ 2,146.00	\$ 55,796.00
26	XL-PKGPT	P25 Trunking Feature Set (List \$1,500.00)	\$ 1,110.00	\$ 28,860.00
26	XL-KL4F	P25 Phase II TDMA (List \$250.00)	\$ 185.00	\$ 4,810.00
26	XL-PL5L	OTAR (Over the Air Re-Keying Feature) (List \$595.00)	\$ 440.30	\$ 11,447.80
26	XL-PKG8F	256- AES Encryption Featuer (List \$695.00)	\$ 514.30	\$ 13,371.80
26	XL-PKGF1	All Bands - VHF/UHF/700/800 MHz Feature (List \$1,500.00)	\$ 1,110.00	\$ 28,860.00
26	XL-PA3V	3100 MAH Battery (List \$150.00)	\$ 111.00	\$ 2,886.00
26	XL-NC5Z	Antenna, Flexible 136-870 MHz (List \$110.00)	\$ 81.40	\$ 2,116.40
26	XL-AE1X	Fire Speaker Microphone - Premium (List \$630.00)	\$ 466.20	\$ 12,121.20
OPTIONS				
26	XL-HC3L	Metal Belt Clip (List \$30.00)	\$ 22.20	\$ 577.20
2	XL-NC5Z	Antenna, Flexible 136-870 MHz (List \$110.00)	\$ 81.40	\$ 162.80
1	XL-CH5A	Six Unit Charger (List \$895.00)	\$ 662.30	\$ 662.30
26	XL-CH4W	VC4000 Vehicular Charger (Single Unit) (List \$200.00)	\$ 148.00	\$ 3,848.00
PROGRAMMING SOFTWARE AND CABLE				
3	SS-SW1D	HARRIS RPM/RPM 2 Programming Software	\$ 895.00	\$ 2,685.00
3	XL-CJ3A	XL-200 Portable Radio Programming Cable	\$ 125.80	\$ 377.40

Hi-Desert Communications
 17181 Jasmine Street
 Victorville, CA 92395

Quote is valid for 30 days after creation.

Equipment: \$ 168,581.90
 Sales Tax: \$ 13,065.10
 Labor:
 Travel:
 Programming:
 Shipping: \$ 84.10
Total: \$ 181,731.10

This proposal is IAW the Current HGAC Contract



RADIO COMMUNICATION/EMERGENCY RESPONSE AND MOBILE INTEROPERABILITY EQUIPMENT

Background

H-GAC received and opened fifteen competitive proposals for Radio Communication/Emergency Response and Mobile Interoperability Equipment on January 11, 2018. The following companies submitted proposals:

Avtec, Inc.	Lexington, SC
Bearcom Operating, LLC	Deer Park, TX
Communications – Applied Technology	Reston, VA
E. F. Johnson Company	Irving, TX
Icom America Inc.	Kirkland, WA
Information Station Specialists, Inc.	Zeeland, MI
IPKeys Technologies, LLC	Eatontown, NJ
Johnston Technical Services Inc. dba JTS	Dallas, TX
Microwave Networks Incorporated	Stafford, TX
Motorola Solutions, Inc.	Farmers Branch, TX
Nokia of America Corporation	Irving, TX
ReadyOp Communications, Inc.	Boca Raton, FL
Relm Wireless Corporation	West Melbourne, FL
Telflex Technologie Inc.	Levis, QC
Zetron, Inc. *	Redmond, WA

*Joint Bid

Current Situation

All proposals have been evaluated by H-GAC staff. Fifteen proposals (consisting of twenty-one vendors) are being recommended for award. Request authorization to negotiate contracts with each respondent listed in the Contract Award Recommendation Table, and as may be applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchases

Budgeted

NA

Action Requested

Request authorization to negotiate contracts for Radio Communication/Emergency Response and Mobile Interoperability Equipment. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

	Description	Type
□	RA05-18 Award Recommendation Table	Cover Memo

RA05-18 Award Recommendation Table

Proposal	Product Category
Avtec, Inc.	A. Radio Communication Equipment and Services D. Integration of Services
Bearcom Operating, LLC	A. Radio Communication Equipment and Services C. Mobile Command Interoperable Communication Equipment and Services D. Integration of Services
Communications – Applied Technology	B. Emergency Response Command and Control Equipment and Services
E. F. Johnson Company	A. Radio Communication Equipment and Services
Icom America Inc.	A. Radio Communication Equipment and Services
Information Station Specialists, Inc.	A. Radio Communication Equipment and Services
IPKeys Technologies, LLC	D. Integration of Services
Johnston Technical Services Inc. dba JTS	A. Radio Communication Equipment and Services D. Integration of Services
Microwave Networks Incorporated	A. Radio Communication Equipment and Services
Motorola Solutions, Inc.	A. Radio Communication Equipment and Services B. Emergency Response Command and Control Equipment and Services C. Mobile Command Interoperable Communication Equipment and Services D. Integration of Services
Nokia of America Corporation	A. Radio Communication Equipment and Services D. Integration of Services
ReadyOp Communications, Inc.	C. Mobile Command Interoperable Communication Equipment and Services

Relm Wireless Corporation	A. Radio Communication Equipment and Services
Telflex Technologie Inc.	B. Emergency Response Command and Control Equipment and Services
Zetron, Inc. DFW Communications dba Crosspoint Communications Huffman Communications Sales, Inc. Northwest Communications Inc. dba NW Radio Stolz Telecom Inc. Sun City Communications, LLC Tri-County Communications LTD	A. Radio Communication Equipment and Services D. Integration of Services



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input type="checkbox"/> BIDS	<input checked="" type="checkbox"/> PROPOSALS
INVITATION NO.: RA05-18	ISSUE DATE: Dec 5, 2017	
CATEGORY: Radio Communication/Emergency Response & Mobile Interoperability Equipment		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Oct 5, 2017
PRE-BID/PROPOSAL CONFERENCE:	Nov 9, 2017 @ 9:00 a.m. CT; Conference Room A
FINAL SPECIFICATION / INVITATION:	Dec 5, 2017
BID/PROPOSAL RESPONSES DUE:	Jan 11, 2018 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Jan 11, 2018 @2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	Mar 20, 2018
CONTRACT START DATE & TERM:	May 1, 2018 thru Apr 30, 2021
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Bill Burton	Phone: 832-681-2514
E-mail: wburton@h-gac.com	

CONTENTS OF THIS INVITATION

- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - **HGACBuy** *FORMS* (Final)
- SECTION D** - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

INVITATION No. RA05-18

DESCRIPTION: Radio Communication/Emergency Response & Mobile Interoperability Equipment

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall **ONLY** be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p>NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a Form A from a licensed Texas Motor Vehicle Dealer</p>

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer **ONLY ONE** Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** **MAY NOT** submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's** Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
 - References, formatted as described elsewhere herein.
 - Service Organization Document, formatted as described elsewhere herein.
- Second Section:**
- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
 - **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- Third Section:**
- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
 - Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC**, **at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

H-GAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- | | |
|--|--|
| • Contract information | • Product and option item catalog listings |
| • Procurement schedules | • End User & Contractor information |
| • Response requirements & specifications | |

Functions

- | | |
|--|-----------------------------|
| • End User product inquiries | • Shipping/Delivery notices |
| • Product configuration and price quotes | • Invoice generation |
| • Purchase Orders and Confirmations | • Payment remittances, etc. |

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of **Contractor's** staff who will be involved in any way with the **HGACBuy** Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and **Contractor** to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

**SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
Radio Communication/Emergency Response & Mobile Interoperability Equipment**

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BACKGROUND & PURPOSE:

The Houston-Galveston Area Council (**H-GAC**) is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 4500 local government Participants (End Users) which including cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program so long as their state law allows. There is also no cost to join and become a member of the **H-GAC** Cooperative Purchasing Program.

H-GAC is soliciting Proposals for selecting qualified manufacturers, distributors, installers and service providers of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to make these types of products and services available to all current and future Participants in our Cooperative Purchasing Program. Participants in our Program may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. A comprehensive catalog or price list of components or services, related to each submitted proposal shall be priced and included in the proposal. This shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown on **Form E** for ease of evaluation and clarity to End Users. Proposer must have the ability to effectively sell and service to all **H-GAC** Participants.

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas, and that remains **H-GAC's** primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide these products and services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and services available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or Services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- **H-GAC** will not make separate awards for any particular Product or Service, for sales in Texas and for sales outside the state of Texas.
- For all Product and Service items, Contractor must submit a fee rate, which will be valid for products and services to Texas End Users and End Uses in other states as well. A Contractor's decision regarding whether or not to market services outside the State of Texas may influence or have a bearing on **H-GAC's** evaluation of Contractors responses and any subsequent contract(s).

Proposer shall be able to demonstrate in the response to this RFP how sales, service, training and support will be provided and achieved throughout the State of Texas. All sales offices and support centers should be identified, including the number and type of employees at each. The organizational structure of Proposer, in regards to these issues, should also be identified. Governmental references, including contact and contact information shall also be provided as part of this RFP. Proposer shall also demonstrate in the response how sales, service, training and support will be provided and achieved for out-of-state End Users utilizing the Cooperative Purchasing Program.

SCOPE OF OFFERINGS:

H-GAC's expectation is to receive proposals, and subsequently to establish blanket contracts, for a comprehensive range of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to offer Participants in our Cooperative Purchasing Program. In that regard, **Proposer is expected to provide a complete offering of available products for routine general acquisitions and installation of stated equipment, to include installation services, training and maintenance.**

It is the objective of this Proposal to solicit responses from several Manufacturers and its Dealers and Distributors to award contracts to those Proposers that meet or exceed the expectations laid out in this RFP. It is the sole discretion of **H-GAC** and its staff to be able to award multiple contracts under the same Base Product Codes.

This Proposal is divided into **four (4)** separate but related categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or catalog, of products within each product category listed below. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed.

COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with **HGACBuy**.
- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.

It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Competitive Pricing:

By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

Procurement Process:

- The procurement process operates as follows: End User/Buyer contacts Contractor and discusses requirements.
- Contractor prepares an H-GAC Contract Pricing Quote and provides this to the prospective Buyer.
- When the Contractor and the End User agree, the Buyer sends a purchase order for the Products or services to Contractor, and faxes a copy to H-GAC along with the Contract Pricing Worksheet.
- Contractor delivers the ordered products or services and invoices Buyer.
- Buyer pays Contractor for products(s) received and accepted.
- Contractor provides quarterly report of all completed sales which includes names and location of buyer's dates, purchase amounts and administrative fee.
- H-GAC will invoice the Contractor for the Administrative Fee due.
- Contractor remits administrative fee to H-GAC.

PRODUCT CODES

For purposes of this invitation and any subsequent contract, all systems shall be identified using a descriptive two (2) character alpha product code. The first character of the code will identify the Manufacturer (see below), the second the Product Category (A, B, C or D). ***Proposer shall price the product code(s) of their choice and make reference to this code(s) on HGAC proposal Forms (D & E).***

Note: Your product must be pre-listed/approved on the chart below in order to participate in this proposal.

Example – Motorola Solutions Radio Communication Equipment & Services would be designated “NA”

A	Alcatel-Lucent
B	Avtec
C	Bearcom Operating L.L.C
D	Communications Applied Technology
E	E. F. Johnson
F	Harris Communications
G	Hytera America
H	Icom America
I	Information Station Specialists (ISS)
J	Intrado
K	JPS Communications/Raytheon
L	Kenwood
M	Microwave Networks
N	Motorola Solutions
O	ReadyOp
P	Relm Wireless
Q	Sepura
R	Tait Radio Communications
S	Zetron

PRODUCT CATEGORIES (for Public Safety voice; data; video)

The H-GAC Product Categories covered by this Invitation include:

A. Radio Communication Equipment & Services

Including Receivers/Pagers; Land Mobile Radios and Accessories; Base Stations and Accessories; Communication Control Console Systems; Portable Radios and Accessories; Radio Trunking Systems; Towers; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband and LTE; Networking including System-wide and local Interoperability Solutions; Biometric Applications.

B. Emergency Response Command and Control Equipment & Services

This Proposal establishes pricing for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by participants in the H-GAC Cooperative Purchasing Program (End Users). Actual operators of the equipment will be “first-on-the-scene” emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

C. Mobile Command Interoperable Communication Equipment & Services

This proposal establishes pricing for systems and equipment for voice, data and video communication interoperable for mobile command systems. Since this is a mobile system, vehicles or trailers for mounting portable equipment should be priced on **Forms D/E** or may be procured off separate contracts. Access to wide area network will be via satellite, optional wireless (WiFi) optional video network interfacing, optional networking and gateway interfaces, and cellular data networks. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident Command Systems (ICS) as applicable. H-GAC reserves the right to accept only proposals of interoperable equipment for compatibility, flexibility and uniformity reasons.

D. Integration of Services

This category was added to describe the types of services that Proposer may choose to offer our End Users in order to integrate the various products offered in Categories A, B and C into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by Proposer in the other Categories. These services may include support to system design, installation integration, testing, training, obtaining certifications...etc. Proposer may bid integration services for products from any or all of the Categories, but may not exclude a specific product or manufacturer within a Category for which Proposer is supplying a proposal.

Note: Contractor will be responsible for all costs associated with Interoperability Testing (IOT) for all purchased equipment ensuring Multi-Vendor Integration compatibility. Additionally, vendor must demonstrate participation in any testing program required by FCC rules if applicable at time purchase order is issued.

- a. The services may be offered as Time & Materials (T&M) labor rates, with minimum quantities and blocks of time specified by Proposer, or as fixed-price packages, or the Proposer may propose other methods of their choosing. Proposer may offer the same rates for services provided across the products or individually for each Category and a given system to be integrated may include products from various Categories.
- b. If bidding T&M rates, Proposer shall specify the following for each labor category to be offered;
 - Labor category with title.
 - Labor rate.
 - Description of labor category in terms of personnel qualifications, or type and level of work to be performed or both.
 - Time increments available for purchase by category or in summation at Proposers discretion, for example; per hour, per week, per block of time, etc.
 - Minimum blocks of time required to be purchased by the End User by category or in summation, at Proposers discretion.
- c. In the event that multiple rates for similar labor categories apply due to use of similar categories for Proposer and its subcontractors, or among different subcontractors, Proposer shall so stipulate in both the labor category title and in its description.
- d. Proposer shall be very detailed in its proposal as to exactly what Integration Services (Categories) its services are covering as well as its detailed pricing structure. There should be no question by the End Users as to exactly what services it is purchasing as well as exactly what costs are associated with said services.

Note: Proposer shall always keep in mind that the **Forms D & E**, the product catalogs, electronic product formats and discount pricing shall be easily understood and managed, both for ease of evaluation purposes and for the End Users understanding of your companies pricing structure.

Note: Proposer shall also indicate throughout the proposal whether equipment being referenced is Digital or Analog equipment. **If not referenced within the Proposal it shall be presumed to be Digital.**

Note: Proposers shall reference Project 25 Phase I and Phase II throughout the proposal when referencing radio and trunking equipment/projects where applicable.

Note: Proposers/Manufacturers responding with Project 25 equipment shall provide P25 CAP testing documentation that meet or exceed this testing requirement upon request.

STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:

The following core areas must be addressed specifically in any response to this RFP:

- ❖ Proposals (**1-original and 1-copy**), marked accordingly and in hard-sided 3-ring binders, shall be organized in tabbed sections, each containing ALL required information and/or FORMS as described below.
- ❖ In addition, complete responses shall also be provided in an electronic format such as; CD, thumb-drive, flash-drive, etc., such that the entire response can be uploaded to H-GAC's data system and be made available to End Users as may be requested. A single electronic copy of the solicitation will suffice and should be put with/in the copy binder.
- ❖ **Forms D & E** must be provided in an Excel format. **NOTE:** Keep in mind, the 3-ringed binder marked ORIGINAL is locked away and the entire evaluation process is done from the COPY as well as the electronic copy. Therefore, the 3-ringed binder marked copy must be an exact duplicate of the original including all the signatures and other markings.

Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment (Tab) Headings (A thru F) being bid.** **The requested information within each of these Tabs (A-F) items must be addressed completely. It is this information that will be evaluated and determine the proposers final score.**

- If Proposer is making a response submission in more than one Product Category, a single **Tab C, Tab D, and Tab E** will suffice. However, **Tab B** and **Tab F** shall be subdivided for each H-GAC Product Category being addressed in the response.

It is extremely important to set-up the binders as instructed. Responses not organized in the prescribed manner may be eliminated from consideration.

Proposal Format**Tab A: H-GAC Forms**

Place the completed Forms A, B, C, H, I, W-9, CIQ, Form 1295 and Form HB 89.

As a "Business Entity", all vendors must:

- (1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist.**
 - In Section 2, insert "HGACBuy"
 - In Section 3, insert HGACBuy RFP No. **RA05-18.**
- (2) **Print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)
- (3) Have an authorized agent of the business entity **sign the form.**
- (4) **Notarize the form.**
- (5) **Submit** the completed, signed, notarized Form 1295, with the certification of filing, by **including the form to your proposal in Tab A – H-GAC Forms of the solicitation.**

HGACBuy must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30'th day after receipt by HGACBuy. After HGACBuy acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving the notice from HGACBuy.

Tab B: Products & Pricing

This proposal requires published catalog and/or price list pricing. In this Tab Proposer shall list/price a manufacturer's published catalog and/or price lists with % discounts. The information shall be provided on **H-GAC Form D**. **Form E** is included in the bid package to allow pricing of those options that are not included in a particular catalog (e.g. extended warranty, additional training). Proposer **MUST** provide all pricing (**Forms D & E**) in an electronic format (**excel format**). **Proposer shall provide:**

Note: Options bid on **Form E** must be associated with the manufacturer/product code being proposed on **Form D**. For example, if you are proposing Motorola Radio & Communication Equipment (**KA**) on **Form D**, only options associated with Motorola (mfg.) may be listed/priced on **Form E**.

1. Offeror shall submit its standard published pricing containing all products that will be offered for sale through the Program.
 - Pricing must be provided in either an itemized/component format or in a standard manufacturer published catalog or price list showing the % discount off retail/list (where applicable) on Form D.
 - Proposer to list pricing of those options that are not included in a particular catalog (e.g. extended warranty, additional training, quantity discounts) or other incentive programs which will be made available through the program on **Form E**.
 - Proposer must provide an electronic copy of all catalogs bid in addition to **Form D & E pricing**. **Copies must be in an excel format.**
 - Catalogs/Price Lists MUST be identified (name, year, edition ect.) on Form D as a line item along with % discount.

Note: **Catalogs/Price lists bid with 0% discount from list/retail price may be deemed non-compliant. Discount should be shown as "List" instead of 0% for these items.**

2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.
3. Product information covering basic/standard warranty of equipment/products being offered.

Tab C: References

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Proposer must provide references from **at least five (5) government and/or non-profit entities** which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Proposer is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, **H-GAC** reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

Tab D: Geographic Areas Served

1. HGACBuy is a nationwide program. Describe you Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users throughout the United States.
2. Explain how you will market the HGACBuy program.
3. Detail your dealer network (nationwide) and describe how it will be used to promote this program and provide products/services to H-GAC members nationwide.

Tab E: Service Facilities & Personnel

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems and returns
5. Customer training provided, and on what basis?

Tab F: Customer Contract/Agreement Documents

Proposer shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made (e.g. End User Agreements). **H-GAC** shall review documentation relative to consistency with industry norms and restrictiveness relative to the best interests of Participants.

PAST PERFORMANCE – An evaluation will be conducted of the Bidder’s previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.** Those with no history will receive the maximum 25 points for this scoring component.

PERFORMANCE MEASURES
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor’s Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

MARKETING PLAN (Form I) – Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users. Plan may include items such as types of media to be used, frequency of outreach campaigns or designated staff resources assigned to such tasks. **Maximum score is 5 points.**

Note: Proposer shall address in depth each of the above criteria. Failure to do so may result in the bid being deemed non-compliant.

EVALUATION OF PROPOSALS:

Evaluation of proposals will be based solely on the judgment and determination of the **H-GAC** staff. Proposals will be evaluated in two stages.

The first stage will be a general subjective evaluation of the completeness of the proposal, taking into account all requirements for submission detailed in Section A, General Terms & Conditions. Proposals deemed to be responsive will then be passed to the second stage. **(Pass/Fail)**

The second stage of evaluation will involve consideration of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.

PROPOSAL EVALUATION TABLE

Proposal Evaluation Criteria	Weight
Overall compliance of Response with RFP requirements (Tab A):	Pass/Fail
Products and Pricing on Form D (Tab B):	30
References (Tab C):	10
Geographic Area Covered (Tab D):	10
Service Facilities & Personnel (Tab E):	10
Restrictiveness of Documentation (Tab F):	10
Past Performance (See Performance Measures Table)	25
Marketing Plan (Form I)	5
Total	100

NOTE: For **Joint Bids**, each Form A submitted in the Bidders response will be scored per the above criteria and an overall average will be taken of all Form A's submitted to determine the Performance score for each submission. Maximum score is 25 points. Those with no history will garner the maximum 25 points for this scoring component.

CONTRACT AWARDS

One or more contracts may be recommended in each of the listed **H-GAC** Product Categories, at **H-GAC's** sole discretion. Offerings made by a single Proposer in more than one Category will be considered separately. On approval of an award recommendation by the **H-GAC** Board, a contract may be offered to the recommended awardee(s). If the parties are unable to come to agreement on the contract, **H-GAC** may withdraw the offer at **H-GAC's** sole discretion.

SUBCONTRACTORS:

H-GAC reserves the right to require the Contractor to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work and three references for whom the subcontractor has performed work, that **H-GAC** may contact.

INSTALLATION AND SERVICE REQUIREMENTS:

1. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation should mean the system is fully operational.
2. Because additional installation needs may arise, the Contractor shall list on their **Form E**,
 - 2.1 Hourly Rates for Hardware installation and,
 - 2.2 Hourly Rates for Software installation.
3. Unless specifically agreed upon by the Contractor and the End User, all initial installation of all equipment and components shall be done by the Contractor. The Contractor must also ensure that the proposed equipment is fully operational and performs properly.
4. The Contractor must furnish all components, wires, connectors, materials, parts, equipment and labor necessary for the complete installation of the system, in full accordance with recommendations of the Original Equipment Manufacturer (OEM).
5. Contractor must observe proper circuit polarities and special care shall be taken to ensure that constant polarity is maintained. Contractor shall also provide adequate protection from electrical surges on any installed equipment.
6. Contractors must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise, and excessive system noise beyond published specifications of the equipment, hum, RF interference, or instability of any form.
7. At time of installation, the Contractor must provide owner's manuals, manufacturer's data sheets and a complete equipment list, with manufacturer's names, model numbers, serial numbers and quantities of each item provided. The Contractor shall also provide a comprehensive system schematics and labeling showing detailed connections to all equipment.

TRAINING:

It is the Contractors responsibility to provide the End User comprehensive training on all equipment.

1. Initial Training: The Contractor shall provide a description of the initial training your company will provide for system operators and system users. The training must include the following;
 - 1.1 Basic information about the system
 - 1.2 Description and instruction on use of the user interface(s)
 - 1.3 End User shall complete understanding of all systems and how they operate.
2. Additional Training: The Contractor shall provide information on other types of training available such as certified technician training and or registration information.
 - 2.1 All Initial and Additional training shall be fully described on the **Form E**, to include any additional cost that may be incurred by the End User.
 - 2.2 Any other training deemed necessary by either the End User or Contractor.

WARRANTY, SERVICE and MAINTENANCE:

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Proposal. The Warranty, Service and Maintenance including any Extended Maintenance Agreements, must be described in detail on the **Form E**.

1. Hardware: Contractor will warrant hardware against defects in workmanship of product for a period of one (1) year from the date of acceptance of installation. Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.
2. Software: Contractor will warrant software against defects in workmanship of product for a minimum period of ninety (90) days from installation date of licensed software. Proposers shall submit a copy of their software license agreements and give a brief overview of what the agreements entail.
 - 2.1 Contractor will offer the customer the option to purchase new releases of software in order to meet customer's need to maintain current level of software.
 - 2.2 Contractor guarantees that any corrections made to previously released code will be made available to the End User, free of charge, if such corrections are released within the term of the standard software factory warranty.

- 2.3 Contractor must provide a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.

Specifications prepared by

**Houston-Galveston Area Council
Cooperative Purchasing Program**

For questions about this Invitation, please contact:

Bill Burton

Ph: 832-681-2514

FX: 713-993-4548

Email: wburton@h-gac.com



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: RA05-18

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form H:	Product Summary
Form I:	Marketing Plan

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT *handwrite this Form. Information must be typed in.***)**

Invitation No.: RA05-18

Invitation Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: **Manufacturer** **Dealer/Distributor** **Other**

Response Type(1): **Single Offeror Acting Alone Or As Lead** **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Phone: _____

Fax: _____

Email Address: _____

Federal Tax ID No.: _____

Web Page URL: _____

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Title: _____

Mailing Address: _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Toll Free Phone: _____

Fax: _____

Email Address: _____

- (4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror: _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror	
<input type="checkbox"/> Offeror is a HUB, as detailed below.	<input type="checkbox"/> Offeror is not a HUB.
Designation(s): <input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input style="width: 150px;" type="text"/>	
Certifying/Listing Authority(s): <input style="width: 100%;" type="text"/>	
Subcontracts	
On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.	
<input type="checkbox"/> Subcontractor List attached.	<input type="checkbox"/> No Subcontractors will be used.

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Init.

- | | | |
|----|--|-----|
| 1 | An "Original" hard copy of the COMPLETE submission, including all required <i>FORMS</i> , plus one COMPLETE copy, each in a separate hard-sided 3-ring binder. | |
| 2 | A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms D & E must be provided in the original excel format. | |
| 3 | An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. | |
| 4 | A Form W-9 - Request for Taxpayer Identification Number and Certification shall be provided from each entity that has submitted a Form A for this submission (See Attachment) | |
| 5 | Form CIQ (Conflict of Interest Questionnaire) completed and signed and provided from each entity that has submitted a Form A for this submission (See Attachment) | |
| 6 | Form 1295 Form (Certificate of Interested Parties) must be filled out electronically with the Texas Ethics Commissions's online filing application, printed out, signed, notarized, and provided from each entity that has submitted a Form A for this submission (See Attachment) | |
| 7 | Marketing Plan (Form I) - Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users. | |
| | House Bill HB 89 Verification Form - completed and signed and provided from each entity that has submitted a Form A for this submission (See Attachment) | |
| 8 | The required list of References . | |
| 9 | Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.) | |
| 10 | Complete Warranty Documentation for all Products offered. | |
| 11 | The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered. | |
| 12 | If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A" | |
| 13 | A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.) | N/A |

FORM H - PRODUCT SUMMARY	Invitation No.: RA05-18
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Offeror Name:	
----------------------	--

A completed copy of this form must be provided with Proposal. On the table below, for each **RA05-18 product code priced (Form D)**, proposer shall provide a short summary detailing the items, equipment and/or services being offered for that specific product code. Proposer shall specify the product code, manufacturer and product category along with the product summary below.

Product Code (ex. HA)	Manufacturer (ex. Harris Communications)	Product Category (ex. Radio Communication Equipment & Services)	Product Summary (Quick summary of your offering for this proposal)

Offeror Name:	
----------------------	--

Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

--

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR** .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER**'s purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER**'s order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER**'s sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER**'s sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__



BID/PROPOSAL RECEIPT LOG

Bid/Proposal No. & Description: RA05-18 Radio Communication/Emergency Response & Mobile Interoperability Equipment

Receipt Deadline Date & Time: 1/11/2018 @ 1 pm

Opening Date & Time: 1/11/2018 @ 2 pm

Bidder/Proposer	Delivery Method & No. Of Packages	Date Received	Time Received
ICOM America, Inc. 12421 Willows Road NE Kirkland, WA 98034	1 Box FedEx	1.10.18	9:20 am
IPKEY (IpKeys echnologies, LLC) 10 Enter Street, Suite 201 Stafford, VA 22556	1 Box FedEx	1.10.18	9:20 am
RELM Wireless 7100 Technology Drive West Melbourne, FL 32904	1 Box FedEx	1.10.18	9:20 am
ZETRON 12034 134 th CT NE Redmond, WA 98052	1 Box UPS	1.10.18	10:05 am
AVTEC, Inc. 100 Innovation PL Lexington, SC 29072	1 Box UPS	1.10.18	1:50 pm
Motorola Solutions, Inc. 7904 N. Sam Houston Parkway W., Ste. 325 Houston, TX 77064	1 Box	1.10.18	2:05 pm
EF Johnson 1440 Corporate Drive Irving, TX 75038	1 Box FedEx	1.11.18	7:30 am
Communications-Applied Tech 11250-14 Roger Bacon Dr. Reston, VA 20190	1 Box FedEx	1.11.18	10:30 am
ITAI Farchi (Microwave Networks Inc.) 4000 Greenbriar Dr. Ste 100A Stafford, TX 77477	1 Box FedEx	1.11.18	10:30 am
Nokia Plano, TX 75075	1 Box FedEx	1.11.18	10:30 am



BID/PROPOSAL RECEIPT LOG

Bidder/Proposer	Delivery Method & No. Of Packages	Date Received	Time Received
TELFLEX (BASECAMP)	1 Box FedEx	1.11.18	10:53 am
Johnston Technical Services (dba JTS) 5310 S. Cockrell Hill Road Dallas, TX 75236	1 Box UPS	1.11.18	12:17 pm
Ready Op Communications	1 Box FedEx	1.11.18	12:35 pm
BearCom	1 brown bag	1.11.18	12:59 pm
Information Station Specialists 3368 88 th Ave Zeeland, MI 49464	1 Box UPS	1.9.18	12:40 pm

Bid Tabulation Summary

Solicitation Type:	<input type="checkbox"/> Bid <input checked="" type="checkbox"/> Proposal
Invitation #: RA05-18	
Description: Radio Communication/Emergency Response and Mobile Interoperability Equipment	
Bid / Proposal Opening Date: Jan. 11, 2018	

Notes:
Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination what best serves the interests of Program Participants.

Offeror	Manufacturer	HGAC Product Code	H-GAC Price (% Discount Off List For Catalog Type Bids)	H-GAC Score
Avtec, Inc.	N/A	A, D	N/A	93
Bearcom Operating, LLC	N/A	A, C, D	N/A	70
Communications - Applied Technology	N/A	B	N/A	97
E. F. Johnson Company	N/A	A	N/A	93
Information Station Specialists	N/A	A	N/A	86
IPKeys Technologies, LLC	N/A	D	N/A	93
Microwave Networks Inc.	N/A	A	N/A	94
Johnson Technical Services dba JTS	N/A	A, D	N/A	97
Icom America Inc.	N/A	A	N/A	94
Motorola Solutions, Inc.	N/A	A, B, C, D	N/A	91
Nokia of America Corporation	N/A	A, D	N/A	86
ReadyOp Communications, Inc.	N/A	C	N/A	78
Relm Wireless Corporation	N/A	A	N/A	93

Telflex Technologie Inc.	N/A	B	N/A	87
Zetron, Inc.	N/A	A, D	N/A	97



Legal Notices

To place legal notices
email legals@chron.com or call 713.224.6868.

BIDS & PROPOSALS

ANGLETON INDEPENDENT SCHOOL DISTRICT REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGER-AT-RISK SERVICES Two Step Process CMAR

1. Solicitation Notice.
Pursuant to the provisions of the Texas Government Code 2269 it is the intent of Angleton Independent School District (AISD) to select a Construction Manager-at-Risk in a Two-Step Process. The selected Construction Manager is to assist the District and their Architect with pre-construction services and to build the project thereafter as a Construction Manager-at-Risk.

RFO Packages may be obtained from the Angleton ISD Business Office at 1900 N. Downing, Angleton, TX 77515, (979) 864-8045 or via email. Email requests can be sent to connie.cox@angletonisd.net.

Qualifications are due @ 2:00pm on October 27, 2017, at the Angleton ISD Business Office at the 1900 N. Downing, Angleton, TX 77515 selection committee will review submissions and rank according to the criteria established for this process as published in the Request for Qualifications Package.

LEGAL NOTICES

Legal Notice
BakerRipley, formerly known as Neighborhood Centers Inc., a non-profit human services organization, announces a Request for Proposal (RFP) #17-11 for **Electricity**.

The RFP will be conducted for BakerRipley by Choice Energy Services.

The RFP will be posted on our website at <https://www.bakerripley.org/about/vendors> on **October 18th 2017**.

Interested Vendors can contact **Choice Energy Services - Lizzie Jones at ljones@choiceenergyservices.com** for details and to submit a proposal.

Proposals are due by **November 2, 2017 by 11:30 am (CT) for first round and by November 8, 2017 by 11:30 am (CT) for Executable round.**

Bidders must participate in both rounds and must submit their proposal on time to be eligible.

BAKERRIPLY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY.

LEGAL NOTICES

NOTICE TO CREDITORS

Notice To Creditors

Ad \$74.00*

Call the Legals Team
713-224-6868
Ext. 6435 or 4204

*\$74.00 includes first 36 lines and 1 Affidavit of Publication
*\$1.92 per line over 36 lines

BIDS & PROPOSALS

REQUEST FOR PROPOSAL #303-9-20615

The Texas Facilities Commission seeks a lease of approx. 11,050 sq. ft. of office space in Houston, TX for the Comptroller of Public Accounts (Audit). Proposal deadline is November 2, 2017. For details contact Gayla Davis at (512) 475-2438 or go to http://esdb.cpa.state.tx.us/bid_show.cfm?bidid=344107

REQUEST FOR PROPOSALS (KLEIN I.S.D., NITSCH AND HAUDE ELEMENTARY SCHOOL TRACKS) KLEIN INDEPENDENT SCHOOL DISTRICT

The Klein Independent School District will accept Competitive Sealed Proposals from qualified contractors until 2:00 pm on Tuesday, October 24th, 2017 at the Klein I.S.D., Administration Building, 7200 Spring-Cypress Road, Klein, Texas 77379, in room 216. Scope of the work includes construction of concrete tracks at Nitsch and Haude Elementary Schools. Drawings and Specifications can be obtained with a \$75 deposit per set, at the offices of S&G Engineering Consultants, LLC., 1796 Avenue D, Suite B, Katy, Texas 77493.

NOTICE TO BIDDERS

The Metropolitan Transit Authority of Harris County, Texas (METRO) is planning to issue the procurement documents listed in this advertisement.

IFB No. 4017000270: For Purchase and Delivery of Bearings for METRO's Transit Vehicles. Solicitation will be available on or about 10/09/2017.

IFB No. 4017000282: For Collection, Transportation and Disposal of Solid Waste. Solicitation will be available on or about 10/09/2017.

IFB No. 4018000009: For Purchase of 64" Wide Plotters and Supplies. Solicitation will be available on or about 10/09/2017.

Prospective bidders/proposers can view and download these solicitations by visiting METRO's website at <https://www.ridemetroapp.org/procurement/>

If you are unable to download the documents or having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881

COMPETITIVE SEALED BIDS WILL BE RECEIVED BY PROCUREMENT SERVICES, PORT OF HOUSTON AUTHORITY EXECUTIVE OFFICE BUILDING, ATTN: BID/PROPOSAL RECEIPT DEPARTMENT, 111 EAST LOOP NORTH, HOUSTON, TEXAS 77029 UNTIL 11:00 A.M., ON NOVEMBER 8, 2017 FOR THE FOLLOWING:

ANNUAL CONCRETE REPLACEMENT AT TURNING BASIN TERMINAL-2018 (CSB-541)

A PRE-BID CONFERENCE WILL BE HELD IN THE 3RD FLOOR SOUTH CONFERENCE ROOM AT THE PORT AUTHORITY EXECUTIVE BUILDING, TEXAS 77029 ON OCTOBER 23, 2017, 2:00 PM SO THAT THE PROSPECTIVE PROPOSERS MAY ASK QUESTIONS CONCERNING THIS PROJECT.

SPECIFICATIONS MAY BE OBTAINED FROM THE PORT OF HOUSTON WEBSITE WWW.PORTHOUSTO.N.COM. AT THAT SITE CLICK THE INSIDE THE PORT AUTHORITY LINK, THEN THE BIDS AND PROPOSAL NOTICES LINK, THEN THE BUYSPEED LINK. A BID SECURITY EQUAL TO FIVE PERCENT OF THE BID AMOUNT IS REQUIRED.

BIDS WILL BE OPENED AT 11:30 A.M. OF THE DAY DUE IN THE PROCUREMENT SERVICES OF THE EXECUTIVE OFFICE BUILDING, 111 EAST LOOP NORTH, HOUSTON, TEXAS. THE PORT AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR RESPONSES.

ADVERTISEMENT FOR COMPETITIVE SEALED PROPOSALS

Sterling Structures, Inc. acting as Construction Manager at Risk, requests proposals from subcontractors/suppliers for the following project:

PROJECT: Tomball ISD Ag Barn Addition - Phase VI

OWNER: Tomball ISD
310 Cherry Street
Tomball, TX, 77375

ARCHITECT: VLK Architects
20445 SH 249, Suite 350
Houston, TX 77070
Phone: (281) 671-2300 Fax: (281) 671-2313

PROPOSAL TIME AND DATE:
Proposals will be received until 4:00 p.m. on Tuesday, October 31st, 2017 at Sterling Structures, 1 n.c. offices 1425 Woodvine, Houston, Texas 77055, Phone: 713/827-7447 Fax 713/827-7230, email: bids@sterlingstructures.com

Bid documents may be obtained on or after Tuesday October 17th, 2017, from Sterling Structures, Inc. A \$100/sets refundable plan deposit is required. Bid documents will be available at AGC, Dodge, and ISQFT.com. Proposers questions concerning this project can be submitted in writing to Sterling Structures Inc., attn: Prasad Nunna. There will be a pre-proposal meeting on Thursday, October 19th, at 02:00 p.m. at the existing Ag Barn located at the corner of Northpointe Ridge and Northpointe Manor, Tomball, Texas 77377. All sub-contractors are encouraged to attend the pre-proposal meeting.

LEGAL NOTICES

REQUEST FOR COMPETITIVE SEALED PROPOSALS

CFISD Renovations to Owens, Reed, and Metcalf Elementary Schools, Page Project No. 416116

PROPOSAL NO. 17-01-0748-RFP CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT

The Cypress-Fairbanks Independent School District will accept Competitive Sealed Proposals until 2:00 P.M. on Thursday, November 16, 2017 at the Cypress-Fairbanks Independent School District Winderm Administrative Annex, 12510 Winderm Road, Houston, Texas 77064. A Pre-Proposal Conference will be held Wednesday, November 01, 2017 at 2:00 P.M. at the above location. Proposal Evaluation Criteria are published in the "Instructions to Offerors" section of the proposal documents. Plans and specifications will be released Monday, October 23, and will be available both digitally and printed with a refundable deposit at ARC, 2900 Smith St, Houston, TX, (713) 782-5850 upon request. The Owner reserves the right to waive any informalities and to reject any or all proposals.

LEGAL NOTICES

CAUSE NUMBER: 2017-40150

IN THE 125TH JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

Plaintiff: LIONEL GUERRERO AGUIRRE, ET AL.

vs.

Defendants: IN RE

CITATION BY PUBLICATION

THE STATE OF TEXAS County of Harris

To: THE UNKNOWN HEIRS WHOSE ADDRESS AND WHEREABOUTS ARE UNKNOWN

YOU ARE HEREBY COMMANDED to be and appear before the 125th Judicial District Court of Harris County, Texas in the Courthouse in the city of Houston, Texas at or before 10:00 o'clock A.M. Monday, the 2nd day of October, 2017, being the Monday next after the expiration date of forty-two days after this citation is issued, and you are hereby commanded and required then and there to appear and file written answer to the PLAINTIFFS SECOND AMENDED PETITION, filed in said Court on the 18th day of August, 2017, in a suit numbered 2016-45507 on the docket of said Court, wherein MICHAEL TYLER Plaintiff(s) and ROBERT LEWIS MILLER AND FRANCIS PAGE, JR Defendant(s), the nature of Plaintiff's demand being and the said petition alleging: PERSONAL INJURY-AUTO.

Notice hereof shall be given by publishing this Citation once a week for four consecutive weeks previous to the 29th day of September, 2017, in some newspaper published in the County of Harris, if there be a newspaper published there in, but if not, then the nearest county where a newspaper is published, and this Citation shall be returned on the 2nd day of October, 2017 which is forty two days after the date it is issued, and the first publication shall be at least twenty-eight days before said return day.

HEREIN FAIL NOT, but have before said court on said return day this Publication with your return thereon, showing how you have executed same.

WITNESS: Chris Daniel, District Clerk, Harris County Texas

GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas this 22nd day of **AUGUST, 2017.**

Newspaper: HOUSTON CHRONICLE

(SEAL)

CHRIS DANIEL, District Clerk Harris County, Texas

By: *s/* Brianna J. Denmon
Brianna J. Denmon, Deputy District Clerk

Issued at the request of: **EILEEN MCKENZIE FOWLER**
P.O. BOX 490
La Porte, Texas 77572
(281) 471-8856
Bar Number: 07318700

NOT prepared by the District Clerk only certifies to the fact the case is on file in his office. The party and the pleading named are a true and correct reflection of the records on file in his office under the above captioned cause number.

NOTICE TO BIDDERS

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IFB No. 4017000270: For Purchase and Delivery of Bearings for METRO's Transit Vehicles. Solicitation will be available on or about 10/09/2017.

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OWNER: Tomball ISD
310 Cherry Street
Tomball, TX, 77375

ARCHITECT: VLK Architects
20445 SH 249, Suite 350
Houston, TX 77070
Phone: (281) 671-2300 Fax: (281) 671-2313

PROPOSAL TIME AND DATE:
Proposals will be received until 4:00 p.m. on Tuesday, October 31st, 2017 at Sterling Structures, 1 n.c. offices 1425 Woodvine, Houston, Texas 77055, Phone: 713/827-7447 Fax 713/827-7230, email: bids@sterlingstructures.com

Bid documents may be obtained on or after Tuesday October 17th, 2017, from Sterling Structures, Inc. A \$100/sets refundable plan deposit is required. Bid documents will be available at AGC, Dodge, and ISQFT.com. Proposers questions concerning this project can be submitted in writing to Sterling Structures Inc., attn: Prasad Nunna. There will be a pre-proposal meeting on Thursday, October 19th, at 02:00 p.m. at the existing Ag Barn located at the corner of Northpointe Ridge and Northpointe Manor, Tomball, Texas 77377. All sub-contractors are encouraged to attend the pre-proposal meeting.

LEGAL NOTICES

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF LOUISIANA, LAFAYETTE DIVISION

IN RE: ROOSTER ENERGY, L.L.C., et al. Chapter 11 Debtors. Jointly Administered

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM

PLEASE TAKE NOTICE THAT ON SEPTEMBER 29, 2017, THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF LOUISIANA SIGNED AN ORDER ("BAR DATE ORDER") ESTABLISHING **NOVEMBER 28, 2017**, AS THE BAR DATE FOR THE FILING OF PROOFS OF CLAIM AND APPLICATIONS FOR ALLOWANCE OF ADMINISTRATIVE CLAIMS FOR ALL ENTITIES, EXCEPT FOR GOVERNMENTAL UNITS, AGAINST THE DEBTORS AND DEBTORS IN POSSESSION. THE ROOSTER DEBTORS IDENTIFIED BELOW BY ALL PERSONS, CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES AND ALL OTHER ENTITIES.

The following Rooster Debtors/Debtors-In-Possession filed Petitions for Bankruptcy on June 2, 2017: Rooster Energy, L.L.C. (17-50705); Rooster Energy Ltd. (17-50707); Rooster Petroleum, LLC (17-50708); Rooster Oil & Gas, LLC (17-50709); Probe Resources US Ltd. (17-50711); Cochon Properties, LLC (17-50706); and Morrison Well Services, LLC (17-50710).

WHO MUST FILE CLAIMS: As set forth in the Bar Date Order, each person or entity, including, without limitation, each individual, partnership, joint venture, corporation, limited liability company, estate, trust, that asserts a claim (as defined in the Bankruptcy Code) against a Rooster Debtor, including, but not limited to, (i) Claims for accounts payable, alleged torts, and/or Claims arising from or under pre-petition contracts, leases or agreements, that arose before or are deemed to have arisen prior to Petition Date for the respective Rooster Debtor as set forth below, regardless of whether such pre-petition Claim is contingent, disputed, inchoate or unliquidated, (ii) applications for allowance of administrative claims incurred prior to June 2, 2017 in excess of \$50,000 under Bankruptcy Code § 503(b), and (iii) Claims under sections 507(a)(3), (4), (5), (6), (7), and/or (9) of the Bankruptcy Code, is required to file a written proof of claim or application for allowance of an administrative claim so as to be received on or before the Bar Date either electronically or by mail or delivery by hand, courier, or overnight service to the effects clerk of the court.

IF YOU FAIL TO FILE A PROOF OR APPLICATION BY THE BAR DATE YOU MAY BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST ROOSTER DEBTORS AND DEBTORS' PROPERTY, AND THEY MAY BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS, LIABILITY OR OBLIGATION WITH RESPECT TO SUCH CLAIMS. For exact location of the court, please refer to the PUBLIC COMMENT/PUBLIC MEETING. **NOT BE PERMITTED TO PARTICIPATE IN THE DEBTORS' BANKRUPTCY CASES ON ACCOUNT OF SUCH CLAIM UNLESS THE COURT ORDERS OTHERWISE.**

WHERE TO FILE: By mail to U.S. Bankruptcy Court, 214 Jefferson Street, Lafayette, Louisiana, 70501 or electronically at www.ecf.lawb.uscourts.gov/

WHAT TO FILE: A Proof of Claim (Official Form 10) is available online at www.lawb.uscourts.gov/forms/all-forms-proof_claim or by contacting Lacey E. Rochester at Baker, Donelson, Beam, Caldwell & Berkowitz, P.C., 201 St. Charles Avenue, Suite 3600, New Orleans, Louisiana 70170; (504) 566-5200.

WHEN TO FILE: Creditors' claims must be actually received by **NOVEMBER 28, 2017**. Post marking the claim prior to this date is not sufficient.

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC. By: *s/* Jan M. Hayden, Jan M. Hayden, Louisiana Bar No. 6672, Edward H. "Hank" Arnold, III, Louisiana Bar No. 18767, Lacey Rochester, Louisiana Bar No. 34733, 201 St. Charles Avenue, Suite 3600, New Orleans, Louisiana 70170, Telephone: (504) 566-5200, Facsimile: (504) 636-4000, jhayden@bakerdonelson.com AND Susan C. Matthews (*damatthews@bakerdonelson.com*), Texas Bar No. 0506050, Dallas, Texas Bar No. 44898, Dallas, Texas Bar No. 24096066, 1301 McKinney St., Suite 3700, Houston, TX 77010, (713) 650-9700, (713) 650-9701 – Facsimile, smatthews@bakerdonelson.com, diferretti@bakerdonelson.com

LEGAL NOTICES

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN RENEWAL

PERMIT NO. WQ0011618003

APPLICATION: Hunter's Glen Municipal Utility District, 2929 Allen Parkway, Suite 3450, Houston, Texas 77019, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0011618003 (EPA I.D. No. TX0118371) to authorize the discharge of wastewater from a volume not to exceed an annual average flow of 1,400,000 gallons per day. The domestic wastewater treatment facility is located 21603 Fox Trail Lane, Humble, in Harris County, Texas 77338. The discharge route is from the plant site via site sewer to an unnamed tributary; thence to Cypress Creek. TCEQ received this application on July 31, 2017. The permit application is available for viewing and copying at Texas Commission on Environmental Quality Region 12 Office, 5425 Polk Avenue, Suite H, Houston, Texas. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or permit. For exact location of the permit, please refer to the PUBLIC COMMENT/PUBLIC MEETING. <http://www.tceq.texas.gov/assets/public/hb610/index.html?lat=30.022222&lng=-95.228200&zoom=13&type=arc>

ADDITIONAL NOTICE: TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application.** The mailing list will contain the deadline for submitting public comments.

PUBLIC COMMENT/PUBLIC MEETING: You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING: After the deadline for submitting public comments, the Executive Director will conduct a public hearing on the application. The hearing will be held on the date and time specified in the notice of the hearing. **Notice of the hearing will be published and mailed to those who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period; and the statement "(I/we) request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period. TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST: If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, TCEQ, 105 P.O. Box 13087, Austin, Texas 78711-3087 or electronically at www.tceq.texas.gov/about/comments.html within 30 days from the date of newspaper publication of this notice.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www.tceq.texas.gov/about/comments.html, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. For personal information you submit to the TCEQ will become part of the agency's record; this includes email addresses. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. For assistance in Spanish, puede llamar al 1-800-687-4040.

Further information may also be obtained from Nottingham Country Municipal Utility District at the address stated above or by calling Mr. Teague Harris, P.E., Senior Vice President, IDS Engineering Group, at (713) 462-3178. Issuance Date: September 28, 2017

BIDS & PROPOSALS

Sealed Proposal Solicitation #RA05-18

Houston-Galveston Area Council Cooperative Purchasing Program Radio Communication/Emergency Response & Mobile Interoperability Equipment

Pre-Proposal Conference: 11/9/17 @ 9am
Response Deadline: 1/11/18 @ 2pm
Public Opening: 1/11/18 @ 2pm
3555 Timmons Lane, Houston, TX.

Per ADA, reasonable accommodation provided with 24 hour prior notice. 832-681-2514 or www.hgacbuy.org for info.

Prospective bidders/proposers can view and download these solicitations by visiting METRO's website at <https://www.ridemetroapp.org/procurement/>

If you are unable to download the documents or having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.

BIDS & PROPOSALS

Sealed Proposal Solicitation #SE05-18

Houston-Galveston Area Council Cooperative Purchasing Program Surveillance and Access Control Equipment

Pre-Proposal Conference: 11/07/17 @ 9am
Response Deadline: 01/09/18 @ 1pm
Public Opening: 01/09/18 @ 2pm
3555 Timmons Lane, Houston, TX.

Per ADA, reasonable accommodation provided with 24 hour prior notice. 832-681-2514 or www.hgacbuy.org for info.



Agenda Report

File #: 20-0787

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of public improvements and releasing appropriate Improvement Securities associated with Tract Map 36541-1 - Ryland Homes of California, Inc., a Delaware Corporation.

**RECOMMENDED ACTION:
That the City Council:**

- a. Accept the Bridge Public Improvements associated with Tract Map 36541-1.
- b. Accept the Retaining Walls Public Improvements associated with Tract Map 36541-1.
- c. Retain twenty-five percent (25%) of the Faithful Performance Security for one year beyond acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (929634480 FP and 929634481 FP).
- d. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (929634480 LM and 929634481 LM).

ANALYSIS:

On April 18, 2018, the City Council approved Tract Maps (TMs) 36541-1, 36541-2, and 36541 (Final) for the subdivision of approximately 311 acres into 237 single-family residential lots in the Sierra Bella Specific Plan. The project is located south of Green River Road, beyond Calle Del Oro, and west of Paseo Grande, as shown on Exhibit "A."

On September 21, 2016, Ryland Homes of California, Inc., a subsidiary to CalAtlantic Group, and

original owner of the tract, entered into Improvement Agreements with the City to secure the construction of the required bridge and retaining walls in the public right-of-way associated with the development.

The bridge and retaining wall improvements secured by these agreements have now been completed and inspected to ensure conformation with City specifications.

Twenty-five percent (25%) of the Faithful Performance Security will be retained for a period of one-year to guarantee repair or replacement of any improvements that fail prior to the end of the one-year period. Any written claims against the performance security must be made prior to the one-year guarantee period, which is set to expire September 16, 2021. City staff must release the Faithful Performance Security one year after acceptance of the improvements by the City Council, pursuant to California Government Code Section 66499.9 (c).

It is necessary to retain the Labor and Material Security for a period of six months, in accordance with the State Subdivision Map Act.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

It is the City's responsibility to begin the maintenance of the public improvements one (1) year after the date of acceptance. Funding for necessary maintenance of the bridge and wall improvements will be included in the CFD 2017-2 Special Tax B, Fund 238 Budget.

ENVIRONMENTAL ANALYSIS:

Per Sections 15162 and 15163 of the State Guidelines for Implementing California Environmental Quality Act (CEQA), no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. An addendum to the Sierra Bella Specific Plan EIR (SPA12-005) was prepared in accordance with CEQA and certified by the City Council on May 1, 2013.

Furthermore, this specific action before Council is exempt pursuant to Section 15061(b)(3) of the Guidelines for the CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely releases the current securities associated with the property. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

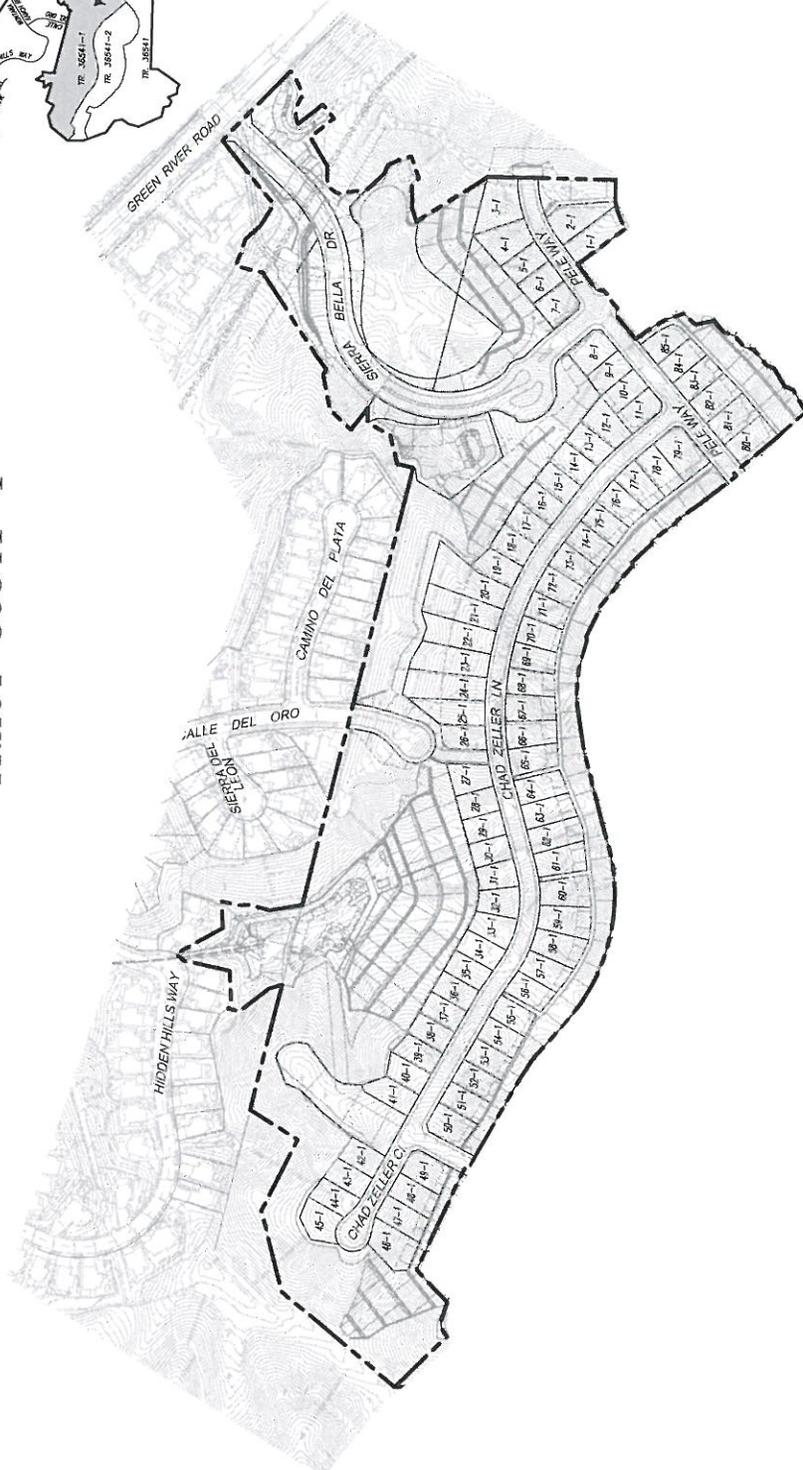
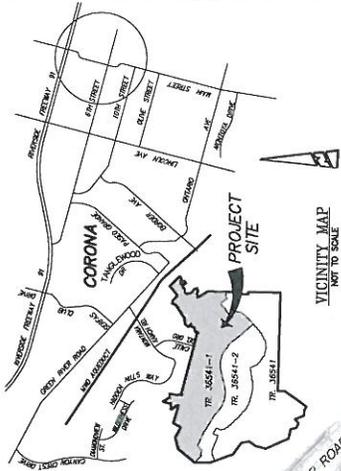
1. Exhibit A - Location Map

Owner: Lennar Homes of California
980 Montecito Drive, #302
Corona, CA 92879
(951) 817-3542

Engineer: Proactive Engineering West
25109 Jefferson Avenue, Suite 200
Murrieta, CA 92562

EXHIBIT "A"

TRACT 36541-1



NOT TO SCALE

Lot No.	Gross Area (Lot S.F./AC.)	Net Area (Pad S.F./AC.)	Slope Area (Lot S.F./AC.)
76	8,580 / 0.20	6,093 / 0.14	2,577 / 0.06
77	8,938 / 0.21	6,639 / 0.15	2,309 / 0.05
78	8,804 / 0.20	6,412 / 0.15	2,392 / 0.05
79	11,959 / 0.27	8,895 / 0.20	3,064 / 0.07
80	9,703 / 0.22	6,997 / 0.16	2,706 / 0.06
81	9,703 / 0.22	6,519 / 0.15	3,174 / 0.07
82	9,334 / 0.21	6,260 / 0.14	3,094 / 0.07
83	8,246 / 0.19	5,982 / 0.16	2,264 / 0.06
84	7,853 / 0.18	5,599 / 0.15	1,054 / 0.02
85	7,553 / 0.17	5,628 / 0.15	905 / 0.02

Lot No.	Gross Area (Lot S.F./AC.)	Net Area (Pad S.F./AC.)	Slope Area (Lot S.F./AC.)
51	8,105 / 0.19	6,229 / 0.14	1,916 / 0.04
52	8,046 / 0.18	6,265 / 0.14	1,780 / 0.04
53	7,667 / 0.18	6,169 / 0.14	1,598 / 0.04
54	7,667 / 0.18	6,030 / 0.14	1,637 / 0.04
55	7,589 / 0.17	6,485 / 0.15	1,104 / 0.03
56	7,882 / 0.18	6,559 / 0.15	1,323 / 0.03
57	8,941 / 0.21	7,227 / 0.17	1,754 / 0.04
58	10,476 / 0.24	7,718 / 0.18	2,768 / 0.06
59	10,815 / 0.25	7,555 / 0.17	3,260 / 0.07
60	10,288 / 0.24	7,034 / 0.16	3,254 / 0.07
61	9,974 / 0.23	6,665 / 0.15	3,311 / 0.08
62	9,538 / 0.23	6,961 / 0.16	2,977 / 0.07
63	9,538 / 0.23	6,892 / 0.16	2,646 / 0.06
64	8,891 / 0.20	6,466 / 0.15	2,425 / 0.06
65	9,009 / 0.21	6,788 / 0.16	2,221 / 0.05
66	9,444 / 0.22	6,218 / 0.14	3,226 / 0.07
67	9,294 / 0.21	6,167 / 0.14	3,127 / 0.07
68	8,551 / 0.20	6,117 / 0.14	2,484 / 0.06
69	8,115 / 0.19	6,551 / 0.15	1,536 / 0.03
70	8,115 / 0.19	7,072 / 0.16	1,943 / 0.02
71	7,651 / 0.18	6,555 / 0.15	1,316 / 0.03
72	8,185 / 0.19	6,326 / 0.15	1,859 / 0.04
73	8,228 / 0.19	6,277 / 0.14	1,951 / 0.04
74	8,239 / 0.19	5,669 / 0.13	2,540 / 0.06
75	7,808 / 0.18	5,645 / 0.13	2,163 / 0.05

Lot No.	Gross Area (Lot S.F./AC.)	Net Area (Pad S.F./AC.)	Slope Area (Lot S.F./AC.)
26	7,708 / 0.18	7,884 / 0.16	624 / 0.01
27	8,213 / 0.19	8,213 / 0.17	0 / 0.00
28	7,201 / 0.17	7,201 / 0.17	0 / 0.00
29	7,205 / 0.17	7,205 / 0.17	0 / 0.00
30	7,211 / 0.17	7,211 / 0.17	0 / 0.00
31	7,501 / 0.17	7,501 / 0.17	0 / 0.00
32	8,154 / 0.19	8,154 / 0.19	0 / 0.00
33	8,481 / 0.19	8,481 / 0.19	0 / 0.00
34	7,808 / 0.18	7,808 / 0.18	0 / 0.00
35	7,389 / 0.17	7,389 / 0.17	0 / 0.00
36	7,232 / 0.17	7,232 / 0.17	0 / 0.00
37	7,215 / 0.17	6,207 / 0.15	508 / 0.01
38	7,289 / 0.17	6,882 / 0.16	407 / 0.01
39	7,635 / 0.18	7,073 / 0.16	601 / 0.01
40	7,448 / 0.17	7,073 / 0.16	375 / 0.01
41	8,428 / 0.19	8,428 / 0.19	0 / 0.00
42	7,595 / 0.17	7,595 / 0.17	0 / 0.00
43	7,540 / 0.17	7,540 / 0.17	0 / 0.00
44	7,732 / 0.18	7,732 / 0.18	0 / 0.00
45	9,230 / 0.21	9,230 / 0.21	0 / 0.00
46	11,728 / 0.27	8,988 / 0.20	2,860 / 0.07
47	9,437 / 0.22	7,532 / 0.17	1,855 / 0.04
48	8,860 / 0.20	7,235 / 0.17	1,625 / 0.04
49	9,422 / 0.22	7,154 / 0.16	2,268 / 0.05
50	9,235 / 0.21	7,437 / 0.17	1,798 / 0.04

Lot No.	Gross Area (Lot S.F./AC.)	Net Area (Pad S.F./AC.)	Slope Area (Lot S.F./AC.)
1	11,099 / 0.25	8,965 / 0.21	2,136 / 0.05
2	11,385 / 0.26	9,534 / 0.22	1,851 / 0.04
3	14,170 / 0.33	12,755 / 0.29	1,415 / 0.03
4	11,506 / 0.26	10,774 / 0.25	737 / 0.02
5	7,998 / 0.17	6,795 / 0.16	595 / 0.01
6	7,274 / 0.17	6,695 / 0.15	579 / 0.01
7	8,452 / 0.20	6,608 / 0.15	2,244 / 0.05
8	9,483 / 0.22	7,903 / 0.18	1,560 / 0.04
9	7,945 / 0.17	7,105 / 0.16	240 / 0.01
10	7,475 / 0.17	6,431 / 0.15	1,044 / 0.02
11	8,037 / 0.18	6,436 / 0.15	1,601 / 0.04
12	9,551 / 0.22	8,859 / 0.20	692 / 0.02
13	7,852 / 0.18	7,031 / 0.16	821 / 0.01
14	7,289 / 0.18	6,812 / 0.16	977 / 0.02
15	7,467 / 0.17	6,727 / 0.15	746 / 0.02
16	7,734 / 0.18	6,800 / 0.16	934 / 0.02
17	7,463 / 0.17	6,804 / 0.16	659 / 0.02
18	7,532 / 0.17	6,672 / 0.15	860 / 0.02
19	8,231 / 0.19	7,315 / 0.17	916 / 0.02
20	18,008 / 0.42	8,129 / 0.19	9,979 / 0.23
21	15,962 / 0.35	8,077 / 0.19	6,985 / 0.16
22	13,525 / 0.31	8,075 / 0.19	5,448 / 0.13
23	14,570 / 0.33	8,195 / 0.19	6,373 / 0.15
24	15,686 / 0.36	7,485 / 0.17	8,213 / 0.19
25	11,278 / 0.26	7,255 / 0.17	3,923 / 0.09



Agenda Report

File #: 20-0794

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Human Resources Department

SUBJECT:
City Council to receive and file Personnel Report.

RECOMMENDED ACTION:

That the City Council receive and file the Personnel Report for employee updates and recruitment transactions.

ANALYSIS:

The Personnel Report includes the employee updates and recruitments noted below. These transaction types are reported to Council for informational purposes each meeting to enhance transparency. The report includes new activity only since the previous meeting. The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

Full-Time Appointments

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Fertal, Jason	Department of Water and Power	Water Operator II Flex	\$4,991 - \$6,093	August 19, 2020
Luna, Zoila	Community Development	Building Permit Technician I Flex	\$3,485 - \$4,255	August 25, 2020

Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Duarte, Kristian	Management Services	Deputy City Clerk	\$4,844 - \$5,913	August 15, 2020
Painter, Garey	Police Department	Provisional Police Sergeant	\$8,639 - \$11,086	August 15, 2020
Perkins, Jody	Police Department	Provisional Police Sergeant	\$8,639 - \$11,086	August 22, 2020
Polacek, Bryan	Department of Water and Power	Water Reclamation Operator II Flex	\$4,991 - \$6,093	August 15, 2020

Retirements - None

Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>
Assistant Public Works Director/City Engineer	Public Works	Full-Time	August 27, 2020	September 24, 2020
Associate Planner	Community Development	Full-Time	September 1, 2020	Continuous
Fire Inspector I	Fire Department	Full-Time	August 26, 2020	September 8, 2020
Police Trainee	Police Department	Full-Time	September 2, 2020	October 1, 2020
Purchasing Manager	Administrative Services	Full-Time	August 26, 2020	September 23, 2020

Internal/Promotional Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>
Administrative Assistant	Police Department	Full-Time	August 28, 2020	September 7, 2020
Lead Customer Services Representative	Department of Water and Power	Full-Time	August 28, 2020	September 4, 2020

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL ANALYSIS:

Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

PREPARED BY: ANGELA RIVERA, CHIEF TALENT OFFICER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER



Agenda Report

File #: 20-0776

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:

City Council consideration of Resolution No. 2020-121, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 19).

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2020-121, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 19).
- b. Authorize the Purchasing Manager to approve a change order in the amount of \$8,250 to Purchase Oder P21554 for a total purchase order amount of \$224,750.

ANALYSIS:

The development is comprised of an empty lot located north of the 91 freeway, at the southwest corner of S Promenade Ave and Cresta Rd. The gross acreage for the entire property in the boundary area is approximately 4.46 acres, as shown in Exhibit "A" of Resolution No. 2020-121 ("Subject Parcel"). The property owner proposes to construct 23 residential lots.

As a condition of approval, the Subject Parcel is required to be annexed into Community Facilities District No. 2016-3 ("CFD No. 2016-3") in order to pay for the maintenance of landscaping, street lighting, streets, drainage facilities, parks and graffiti abatement. The owner of the Subject Parcel, EB Corona, LLC, has submitted a petition to the City requesting that the Subject Parcel be annexed to CFD No. 2016-3.

CFD No. 2016-3 was formed by the City Council on December 7, 2016 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 ("Act"). The initial step in the process to annex the Subject Parcel to CFD No. 2016-3 is for the City Council to adopt Resolution No. 2020-121, which declares the City's intention to conduct proceedings for the proposed annexation and set the public hearing for October 21, 2020.

Should Resolution No. 2020-121 be approved, and annexation process proceed, the City Council will be presented with more information regarding the special taxes to be levied on the Subject Parcel, and the maintenance services to be provided by CFD No. 2016-3 at the public hearing.

The total annexation cost is being borne by the property owner. The City awarded the special tax consulting services to Spicer Consulting Group ("SCG") in January 2018 through a competitive process. The cost of this requested annexation is not covered by the existing PO with SCG. Therefore, staff is requesting to increase PO P21554 by \$8,250, calculated based on the mutually agreed upon rates per the Professional Services Agreement ("PSA") between the City and SCG.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The proposed annexation will establish Tax Zone 19 within CFD No. 2016-3. The Subject Parcel will be assessed as residential lots and will benefit from the existing and future landscaping, street lighting, streets, drainage maintenance, parks and graffiti abatement. This annexation will bring \$24,302 in revenue from the planned residential lots at build-out.

The total annexation cost including City Attorney fees, assessment engineer fees, publication, and City staff time is borne by the property owner.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely declares the City's intent to annex the Subject Parcel to CFD No. 2016-3 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: LIEN-CHI CANTUBA, FINANCIAL ANALYST III

File #: 20-0776

REVIEWED BY: JENNIFER SCHAEFER, FINANCE MANAGER III

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

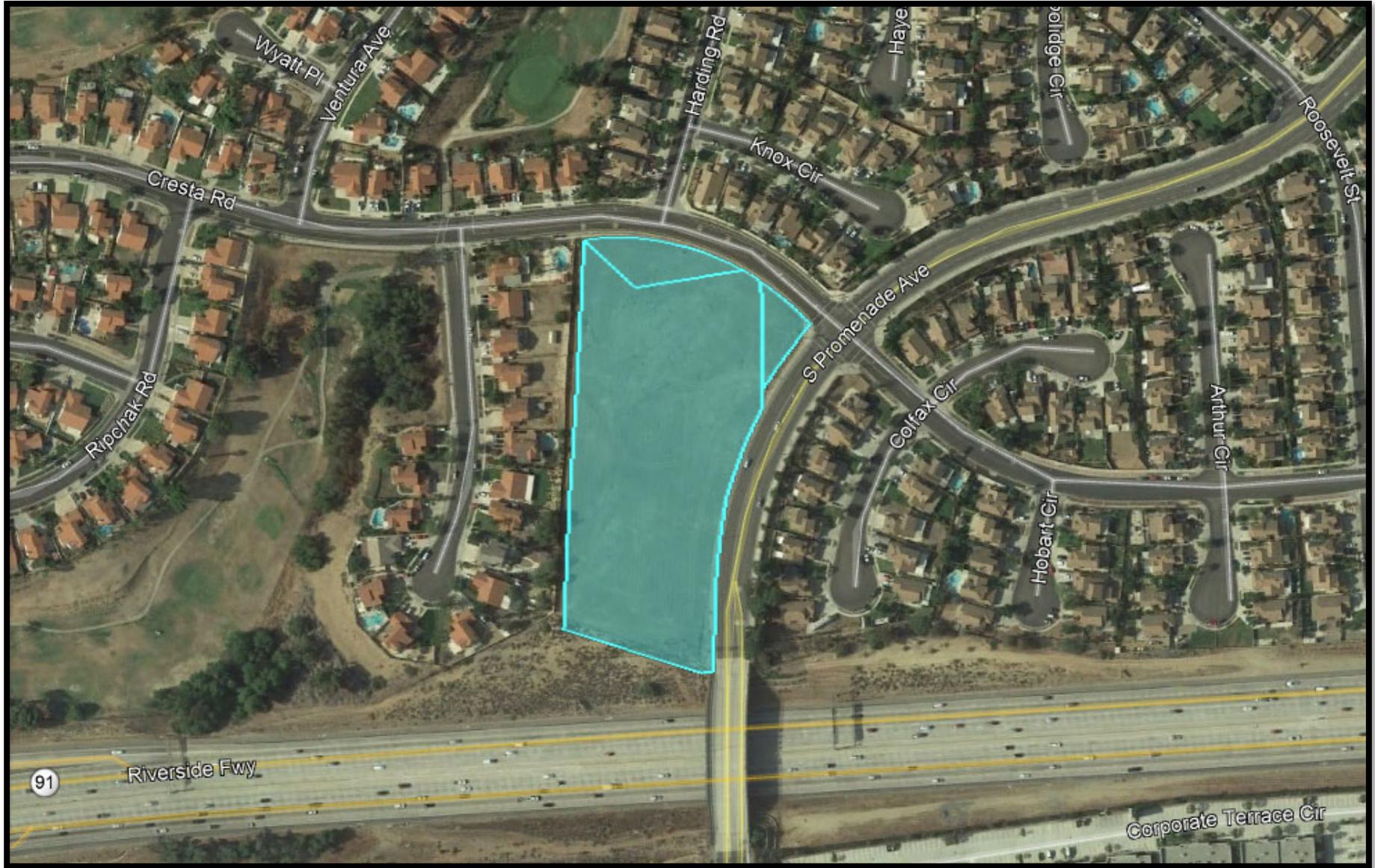
REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit 1 - Annexation No. 19 Project Map
2. Exhibit 2 - Resolution No. 2020-121

PROJECT MAP
CFD NO. 2016-3 (MAINTENANCE SERVICES)
ANNEXATION NO. 19



RESOLUTION NO. 2020-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA, AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 19)

WHEREAS, the City Council (the "City Council") of the City of Corona (the "City") has heretofore initiated proceedings for the establishment of Community Facilities District No. 2016-3 of the City of Corona, County of Riverside, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City has received signed petitions from the owner and developer of a certain parcel of property requesting that such parcel be annexed to the Community Facilities District, and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Intention. The City Council declares its intention to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

SECTION 2. Name of District. The name of the existing Community Facilities District is Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California.

SECTION 3. Description of Territory Proposed to be Annexed; Annexation Map. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on November 7, 2016 in Book 80 of Maps of

Assessment and Community Facilities Districts, page 24, and as Instrument No. 2016-0494014; and the map entitled Annexation Map No. 1 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 6, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 45, and as Instrument No. 2017-0091538; the map entitled Annexation Map No. 2 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2017-0164857; the map entitled Annexation Map No. 3 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 60, and as Instrument No. 2017-0164856; the map entitled Annexation Map No. 5 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 9, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 46, and as Instrument No. 2018-0180894; the map entitled Annexation Map No. 6 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 8, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 95, and as Instrument No. 2018-0318806; the map entitled Annexation Map No. 7 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 3, and as Instrument No. 2018-0366312; the map entitled Annexation Map No. 8 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 24, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 19, and as Instrument No. 2018-0420213; the map entitled Annexation Map No. 9 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on December 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 36, and as Instrument No. 2018-0483574; the map entitled Annexation Map No. 10 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 71, and as Instrument No. 2019-0121272; the map entitled Annexation Map No. 11 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 72, and as Instrument No. 2019-0121273; the map entitled Annexation Map No. 12 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 73, and as Instrument No. 2019-0121274; the map entitled Annexation Map No. 13 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 31, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 47, and as Instrument No. 2019-0443969; the map entitled Annexation Map No. 14 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 23, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 40, and as Instrument No. 2019-0428088; the map entitled Annexation Map No. 15 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on February 26, 2020 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 97, and as Instrument No. 2020-0087079; the map entitled Annexation Map No. 16 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 8, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 44, and as Instrument No. 2020-0296754 and the map entitled Annexation Map No. 17 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on June 25, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 39, and as

Instrument No. 2020-0274667 in the official records of the County of Riverside. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 19, Community Facilities District No. 2016-3 (Maintenance Services) City of Corona, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map").

SECTION 4. Types of Services, Incidental Expenses; Plan for Providing Services. The Community Facilities District shall provide and finance the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the Community Facilities District. The Community Facilities District shall also finance cost associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

SECTION 5. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 4 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten (10) percent. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The rate of special tax to be levied on property within the territory proposed to be annexed to the Community Facilities District in any fiscal year to pay the cost of the services described in Section 4 above shall be equal to the rate of special tax which will be levied on all other property within the Community Facilities District to pay the cost of such services in such fiscal year.

SECTION 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the areas proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

SECTION 7. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:30 p.m. on October 21, 2020 in the Council Chambers of the City Council, 400 South Vicentia, Corona, California.

SECTION 8. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least ten (10) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

SECTION 9. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of the resolution adopted by the City Council calling and scheduling the election and the exhibits thereto; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is and officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 16th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

EXHIBIT "A"
LEGAL DESCRIPTION

**ANNEXATION NO. 19 TO
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

The property located in the City of Corona, County of Riverside, State of California, and described as follows:

PROPOSED TRACT MAP NO. 37719, BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED LAND:

PARCEL 1: (APN 115-415-001; 115-415-002)

LOT(S) 78 AND 79 OF TRACT 19191-1, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 173 PAGE(S) 73 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN 115-100-046)

THAT PORTION OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 6 WEST, RANCHO EL SOBRANTE DE SAN JACINTO, AS SHOWN BY SECTIONIZED SURVEY OF SAID RANCHO ON FILE IN BOOK 7 OF MAPS, PAGE 10, RECORDS OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 29, SAID EAST LINE BEING ALSO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS A PORTION OF SAID SECTION 29 IN PARCEL "D" OF DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 17, 1959 IN BOOK 2546, PAGE 45 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DISTANT THEREON NORTH 0°35'47" EAST 307.89 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 87° 10'00" WEST 106.39 FEET;

THENCE NORTH 72°16'39" WEST 256.32 FEET;

THENCE SOUTH 64°28'23" WEST 298.08 FEET;

THENCE SOUTH 87°10'00" WEST 46.92 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND;

THENCE ALONG THE WESTERLY, NORTHWESTERLY, NORTHEASTERLY AND NORTHERLY LINES OF SAID PARCEL THROUGH THE FOLLOWING 5 COURSES:

(1) NORTH 14°48'57" WEST 220 FEET;
(2) NORTH 25°23'15" EAST 594.08 FEET;
(3) NORTH 52°02'00" EAST 147.81 FEET;
(4) SOUTH 49°14'00" EAST 180.29 FEET;
AND (5) NORTH 79°51'00" EAST 225.10 FEET TO SAID EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE SOUTH 0°35'47" WEST 699.20 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WESTERLY HALF OF THIS PARCEL DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 29, SAID EAST LINE BEING ALSO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS A PORTION OF SAID SECTION 29 IN PARCEL "D" OF DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 17, 1959 IN BOOK 2546, PAGE 45 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DISTANT THEREON NORTH 0°35'47" EAST 307.89 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 87°10'00" WEST 106.39 FEET;

THENCE NORTH 72°16'39" WEST 256.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 64°26'23" WEST 298.08 FEET;

THENCE SOUTH 87°10'00" WEST 46.92 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND;

THENCE NORTH 14°48'57" WEST 220 FEET;

THENCE NORTH 25°23'15" EAST 594.08 FEET;

THENCE NORTH 52°02'00" EAST 147.81 FEET;

THENCE SOUTH 49°14'00" EAST 57.66 FEET;

THENCE SOUTHERLY TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG, OR MINE THROUGH THE SURFACE THEREOF, AS

RESERVED IN DEED RECORDED MAY 13, 1964 AS INSTRUMENT NO. 59060 OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, IN DEED RECORDED MARCH 9, 1987 AS INSTRUMENT NO. 64156 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM PARCELS C-03, C-04 AND C-05 AS SHOWN AND DEFINED ON RECORD OF SURVEY ON FILE IN BOOK 72 OF RECORDS OF SURVEY, PAGES 1 TO 15, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY.

PURSUANT TO CERTIFICATE OF COMPLIANCE NO. 96-01 RECORDED JULY 16, 1996 AS INSTRUMENT NO. 1996-0264345 OF OFFICIAL RECORDS.

EXHIBIT “B”
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
OF THE CITY OF CORONA**

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2016-3 (Maintenance Services) (the “CFD No. 2016-3” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2017, in an amount determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2016-3, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2016-3, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2016-3 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2016-3, or any designee thereof associated with fulfilling the CFD No. 2016-3 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2016-3 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2016-3 and third party expenses related to CFD No. 2016-3. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-3 for any other administrative purposes of CFD No. 2016-3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Corona, or his or her designee.

“**Approved Property**” means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the June 1 preceding the Fiscal year in which the special tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD” or **“CFD No. 2016-3”** means the City of Corona Community Facilities District No. 2016-3 (Maintenance Services).

“City” means the City of Corona.

“Contingent Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

“Maximum Special Tax A” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Maximum Special Tax B (Contingent)” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Multi-Family Residential Property” or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed.

“Non-Residential Property” or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner’s Association” or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain landscaping within a Tax Zone.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” or **“SFR”** means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel.

“Special Tax(es)” means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax A Requirement” means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2016-3 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

“Special Tax B (Contingent)” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

“Special Tax B (Contingent) Requirement” means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy as determined by the Administrator.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2016-3, which are not Exempt Property.

“Taxable Unit” means a Residential Unit, Building Square Footage, or an Acre.

“Tax Zone” means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone in CFD No. 2016-3 at formation; additional Tax Zones may be created when property is annexed into the CFD.

“Tax Zone 1” means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.

"Tract(s)" means an area of land; i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2016-3 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed

into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 3 below:

**TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
1	TR 36533	Acre	\$638

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B (Contingent)

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to levy annual assessments for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 4 below:

**TABLE 4
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included

in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 5 below:

**TABLE 5
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 6 below:

**TABLE 6
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Acre	\$1,156

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2017-18 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor’s Parcels of Taxable Property within such Tax Zone until the aggregate

amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B (Contingent)

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2016-3 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.

F. DURATION OF SPECIAL TAX

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2016-3, all Assessor's; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2016-3 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2016-3 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**APPENDIX A
CITY OF CORONA
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)**

COST ESTIMATE

Special Tax A Services - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2020-21. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2016-3.

**TAX ZONE 19 (SERVICES)
TR 37719**

Item	Description	Estimated Cost
1	Landscape	\$5,212
2	Lighting	\$1,694
3	Streets	\$6,911
4	Drainage	\$1,392
5	Parks	\$4,676
6	Graffiti	\$93
7	Reserves	\$1,327
8	Admin	\$2,997
Total		\$24,302

Special Tax B Contingent Services – There are no services being funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2016-3.

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
DEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	103	SFR	RU	\$202	\$366	Mari Girgis, LLC
2	2017-18	36427	146	MFR	RU	\$368	\$14	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	NR	Acre	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	NR	Acre	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	292	SFR	RU	\$941	\$81	Richland Communities
6	2018-19	TTM 31373	26	SFR	RU	\$1,470	\$9	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	62	SFR	RU	\$378	\$425	Knowleton Communities, LLC
8	2019-20	TTM 37114	5	SFR	RU	\$715	\$0	Karen Parker
9	2019-20	PM 27203	4	SFR	RU	\$976	\$0	William Meister
10	2019-20	PM 36873	2	SFR	RU	\$832	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	12	SFR	RU	\$315	\$84	MVV, LP
12	2019-20	PM 30844	2	SFR	RU	\$905	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	NR	Acre	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	2	SFR	RU	\$765	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	SFR	RU	\$1,080	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	NR	Acre	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	NR	Acre	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	NR	Acre	\$1,131	\$0	RCTC
19	2020-21	TR 37719	23	SFR	RU	\$1,057	\$0	EB Corona, LLC

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
UNDEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	32.62	Acres	\$638	\$1,156	Mari Girgis, LLC
2	2017-18	36427	8.30	Acres	\$6,533	\$247	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	Acres	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	Acres	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	68.33	Acres	\$4,018	\$343	Richland Communities
6	2018-19	TTM 31373	17.92	Acres	\$2,112	\$12	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	16.09	Acres	\$1,454	\$1,635	Knowleton Communities, LLC
8	2019-20	TTM 37114	2.99	Acres	\$1,195	\$0	Karen Parker
9	2019-20	PM 37203	1.10	Acres	\$3,550	\$0	William Meister
10	2019-20	PM 36873	1.40	Acres	\$1,187	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	3.95	Acres	\$957	\$255	MVV, LP
12	2019-20	PM 30844	2.15	Acres	\$1,809	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	Acres	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	1.78	Acres	\$859	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	Acres	\$1,776	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	Acres	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	Acres	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	Acres	\$1,131	\$0	RCTC
19	2020-21	TR 37719	3.74	Acres	\$6,490	\$0	EB Corona

ESCALATION OF MAXIMUM SPECIAL TAXES

On each July 1, commencing on July 1, 2018 the Maximum Special Tax shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

APPENDIX B

CITY OF CORONA COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2016-3, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2016-3; as well as local roads within residential subdivisions located within CFD No. 2016-3; and any portions adjacent to the properties within CFD No. 2016-3; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

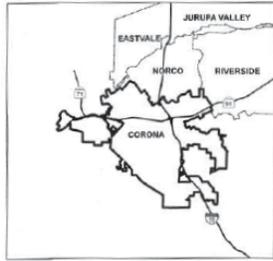
The above services may be financed by proceeds of the special tax of CFD No. 2016-3 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-3 before CFD No. 2016-3 was created or those provided in the territory annexed to CFD No. 2016-3 before the territory was annexed, as applicable.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF POTENTIAL ANNEXATION AREA (MAINTENANCE SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 7 DAY OF November, 2014, BY RESOLUTION NO. 120-14-3

[Signature]
CITY CLERK
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS 5 DAY OF November, 2014.

[Signature]
CITY CLERK
CITY OF CORONA



BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2016-3
(MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

004
90
23
SHEET 1 OF 1 SHEET

RECORDED THIS 7th DAY OF November, 2014 AT THE HOUR OF 4:30 O'CLOCK P.M. IN BOOK 80 PAGE 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEES: \$10.00 NO. 2014-0494013
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [Signature]
DEPUTY



LEGEND
— ANNEXATION AREA BOUNDARY





Agenda Report

File #: 20-0777

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:

City Council consideration of Resolution No. 2020-122, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 20).

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2020-122, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 20).
- b. Authorize the Purchasing Manager to approve a change order in the amount of \$8,250 to Purchase Order P21554 for a total purchase order amount of \$233,000.

ANALYSIS:

The development is comprised of an empty lot located southwest of the 91 freeway, off Cajalco Rd. The gross acreage for the entire property in the boundary area is approximately 17.77 acres, as shown in Exhibit "A" of Resolution No. 2020-122 ("Subject Parcel"). The property owner proposes to construct a commercial retail lot.

As a condition of approval, the Subject Parcel is required to be annexed into Community Facilities District No. 2016-3 ("CFD No. 2016-3") in order to pay for the maintenance of landscaping, traffic signals, drainage facilities, and trails. The owner of the Subject Parcel, Bedford Marketplace, LLC, has submitted a petition to the City requesting that the Subject Parcel be annexed to CFD No. 2016-3.

CFD No. 2016-3 was formed by the City Council on December 7, 2016 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 ("Act"). The initial step in the process to annex the Subject Parcel to CFD No. 2016-3 is for the City Council to adopt Resolution No. 2020-122, which declares the City's intention to conduct proceedings for the proposed annexation and set the public hearing for October 21, 2020.

Should Resolution No. 2020-122 be approved, and annexation process proceed, the City Council will be presented with more information regarding the special taxes to be levied on the Subject Parcel, and the maintenance services to be provided by CFD No. 2016-3 at the public hearing.

The total annexation cost is being borne by the property owner. The City awarded the special tax consulting services to Spicer Consulting Group ("SCG") in January 2018 through a competitive process. The cost of this requested annexation is not covered by the existing PO with SCG. Therefore, staff is requesting to increase PO P21554 by \$8,250, calculated based on the mutually agreed upon rates per the Professional Services Agreement ("PSA") between the City and SCG.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The proposed annexation will establish Tax Zone 20 within CFD No. 2016-3. The Subject Parcel will be assessed as commercial lot and will benefit from the existing and future landscaping, traffic signals, drainage maintenance, and trails. This annexation will bring \$11,441 in revenue from the planned commercial lot at build-out.

The total annexation cost including City Attorney fees, assessment engineer fees, publication, and City staff time is borne by the property owner.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely declares the City's intent to annex the Subject Parcel to CFD No. 2016-3 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: LIEN-CHI CANTUBA, FINANCIAL ANALYST III

REVIEWED BY: JENNIFER SCHAEFER, FINANCE MANAGER III

File #: 20-0777

REVIEWED BY: KIM SITTON, ACTING ADMINISTRATIVE SERVICES DIRECTOR

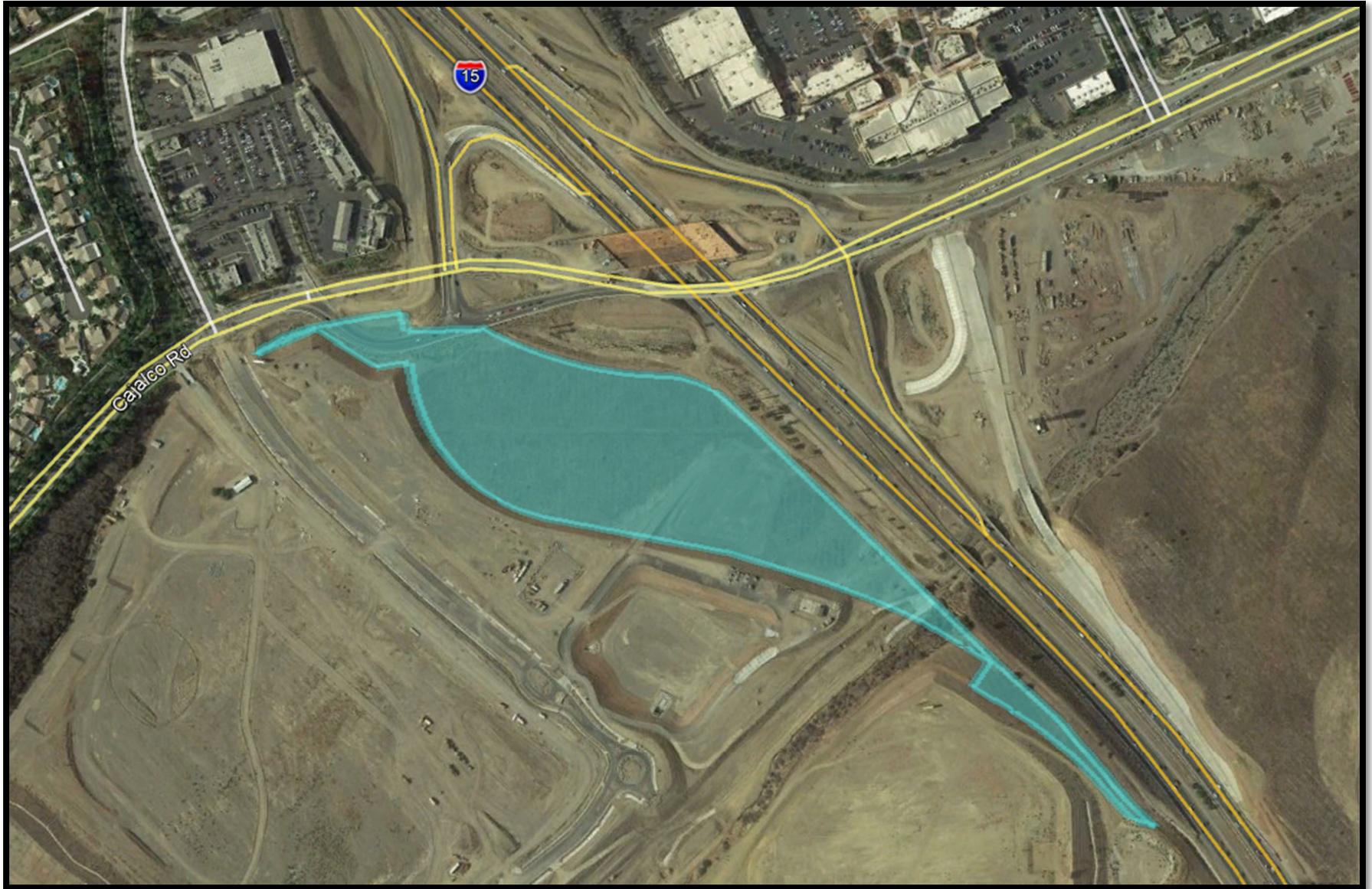
REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit 1 - Annexation No. 20 Project Map
2. Exhibit 2 - Resolution No. 2020-122

PROJECT MAP
CFD NO. 2016-3 (MAINTENANCE SERVICES)
ANNEXATION NO. 20



RESOLUTION NO. 2020-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA, AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 20)

WHEREAS, the City Council (the "City Council") of the City of Corona (the "City") has heretofore initiated proceedings for the establishment of Community Facilities District No. 2016-3 of the City of Corona, County of Riverside, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City has received signed petitions from the owner and developer of a certain parcel of property requesting that such parcel be annexed to the Community Facilities District, and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Intention. The City Council declares its intention to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

SECTION 2. Name of District. The name of the existing Community Facilities District is Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California.

SECTION 3. Description of Territory Proposed to be Annexed; Annexation Map. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on November 7, 2016 in Book 80 of Maps of

Assessment and Community Facilities Districts, page 24, and as Instrument No. 2016-0494014; and the map entitled Annexation Map No. 1 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 6, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 45, and as Instrument No. 2017-0091538; the map entitled Annexation Map No. 2 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2017-0164857; the map entitled Annexation Map No. 3 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 60, and as Instrument No. 2017-0164856; the map entitled Annexation Map No. 5 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 9, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 46, and as Instrument No. 2018-0180894; the map entitled Annexation Map No. 6 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 8, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 95, and as Instrument No. 2018-0318806; the map entitled Annexation Map No. 7 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 3, and as Instrument No. 2018-0366312; the map entitled Annexation Map No. 8 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 24, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 19, and as Instrument No. 2018-0420213; the map entitled Annexation Map No. 9 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on December 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 36, and as Instrument No. 2018-0483574; the map entitled Annexation Map No. 10 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 71, and as Instrument No. 2019-0121272; the map entitled Annexation Map No. 11 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 72, and as Instrument No. 2019-0121273; the map entitled Annexation Map No. 12 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 73, and as Instrument No. 2019-0121274; the map entitled Annexation Map No. 13 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 31, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 47, and as Instrument No. 2019-0443969; the map entitled Annexation Map No. 14 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 23, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 40, and as Instrument No. 2019-0428088; the map entitled Annexation Map No. 15 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on February 26, 2020 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 97, and as Instrument No. 2020-0087079; the map entitled Annexation Map No. 16 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 8, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 44, and as Instrument No. 2020-0296754 and the map entitled Annexation Map No. 17 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on June 25, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 39, and as

Instrument No. 2020-0274667 in the official records of the County of Riverside. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 20, Community Facilities District No. 2016-3 (Maintenance Services) City of Corona, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map").

SECTION 4. Types of Services, Incidental Expenses; Plan for Providing Services. The Community Facilities District shall provide and finance the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the Community Facilities District. The Community Facilities District shall also finance cost associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

SECTION 5. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 4 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten (10) percent. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The rate of special tax to be levied on property within the territory proposed to be annexed to the Community Facilities District in any fiscal year to pay the cost of the services described in Section 4 above shall be equal to the rate of special tax which will be levied on all other property within the Community Facilities District to pay the cost of such services in such fiscal year.

SECTION 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the areas proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

SECTION 7. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:30 p.m. on October 21, 2020 in the Council Chambers of the City Council, 400 South Vicentia, Corona, California.

SECTION 8. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least ten (10) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

SECTION 9. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of the resolution adopted by the City Council calling and scheduling the election and the exhibits thereto; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is and officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 16th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

EXHIBIT "A"
LEGAL DESCRIPTION

**ANNEXATION NO. 20 TO
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

The property located in the City of Corona, County of Riverside, State of California, and described as follows:

PARCEL "A":

THAT PORTION OF PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 4132, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 20, 1999 AS INSTRUMENT NO. 373743 OF OFFICIAL RECORDS OF SAID COUNTY, ALSO BEING PARCEL 1 OF THE GRANT DEED TO CORONA INVESTMENT PROPERTIES RECORDED JANUARY 20, 2006 AS INSTRUMENT NO. 2006-0045884 OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 1 OF EXCLUSION MAP OF ALL THE LANDS FROM CORONITA TRACT NO. 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER CERTIFIED COPY OF DECREE RECORDED NOVEMBER 4, 1960 AS INSTRUMENT NO. 95289 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "B", DESCRIBED AS HAVING A BEARING AND DISTANCE OF NORTH 61° 16' 05" EAST 341.50 FEET IN SAID LOT LINE ADJUSTMENT NO. 4132;

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 61° 17' 34" EAST 245.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 26° 59' 16" EAST 12.29 FEET;

THENCE NORTH 67° 27' 18" EAST 205.85 FEET;

THENCE SOUTH 56° 39' 32" EAST 224.83 FEET;

THENCE NORTH 82° 46' 44" EAST 106.42 FEET;

THENCE SOUTH 07° 14' 24" EAST 28.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 558.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71° 19' 04" A DISTANCE OF 694.56 FEET;

THENCE TANGENT FROM SAID CURVE SOUTH 78° 33' 28"EAST 548.41 FEET;

THENCE SOUTH 72° 18' 27" EAST 313.47 FEET;

THENCE SOUTH 68° 59' 28" EAST 148.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1739.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 17' 45" A DISTANCE OF 433.90 FEET;

THENCE ALONG A RADIAL LINE TO LAST SAID CURVE SOUTH 35° 18' 17" WEST 93.91 FEET;

THENCE SOUTH 59° 15' 51"EAST 93.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1370.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 58' 24" A DISTANCE OF 453.67 FEET;

THENCE TANGENT FROM SAID CURVE SOUTH 40° 17' 27"EAST 51.74 FEET;

THENCE SOUTH 43° 25' 55"EAST 45.22 FEET;

THENCE SOUTH 51° 03' 22" EAST 30.00 FEET;

THENCE SOUTH 72° 58' 16" EAST 75.10 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 20, 1966 AS INSTRUMENT NO. 93858 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING SIX (6) COURSES:

1. NORTH 45° 17' 15" WEST 127.67 FEET;
2. THENCE NORTH 39° 56' 41" WEST 338.57 FEET;
3. THENCE NORTH 47° 15' 36" WEST 247.02 FEET;
4. THENCE NORTH 45° 04' 39" WEST 1190.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET;
5. THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF A DISTANCE OF 252.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1255.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 01° 49' 18" WEST;

6. THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 13' 40" A DISTANCE OF 749.72 FEET TO THE NORTHERLY LINE OF SAID PARCEL "B";

THENCE ALONG THE NORTHERLY AND NORTHWESTERLY LINES OF SAID PARCEL "B" THE FOLLOWING THREE (3) COURSES:

1. SOUTH 80° 17' 34" WEST 437.01 FEET;
2. THENCE SOUTH 70° 47' 34" WEST 90.17 FEET;
3. THENCE SOUTH 61° 17' 34" WEST 96.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL CONVEYED TO THE CITY OF CORONA, A CALIFORNIA MUNICIPAL CORPORATION BY A GRANT DEED RECORDED MARCH 2, 2017 AS INSTRUMENT NO. 2017-0087513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR FREEWAY PURPOSES THAT PORTION OF PARCEL "A" OF THAT CERTAIN RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 130, PAGES 51 AND 52 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT "D" OF PARCEL MAP 30156 RECORDED IN BOOK 203, PAGES 23 THRU 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CORNER BEING MONUMENTED WITH A 1.5 INCH IRON PIPE, FLUSH WITH THE GROUND, TAGGED LS 4311, AS SHOWN ON SAID PARCEL MAP 30156, SAID CORNER BEING THE WESTERLY RIGHT OF WAY OF INTERSTATE 15 ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1255.17 FEET, A RADIAL TO SAID POINT BEARS SOUTH 36°03'46" WEST;

THENCE SOUTHEASTERLY 154.41 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°02'54";

THENCE SOUTH 88°49'03" WEST LEAVING SAID RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 247.26 FEET;

THENCE NORTH 12°28'43" WEST A DISTANCE OF 62.73 FEET;

THENCE SOUTH 82°41'05" WEST A DISTANCE OF 105.61 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL "D";

THENCE NORTH 80°17'15" EAST A DISTANCE OF 238.85 FEET, ALONG SAID SOUTHEASTERLY LINE, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, WITHOUT RIGHT OF SURFACE ENTRY FOR A PERIOD OF 20 YEARS, AS RESERVED BY CORONITA RANCH CORPORATION ET AL AS RESERVED IN DEED RECORDED NOVEMBER 13, 1986 AS INSTRUMENT NO. 288509 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBERS(S):

1: 279-240-033

2: 279-240-019

EXHIBIT “B”
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
OF THE CITY OF CORONA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2016-3 (Maintenance Services) (the “CFD No. 2016-3” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2017, in an amount determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2016-3, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2016-3, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2016-3 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2016-3, or any designee thereof associated with fulfilling the CFD No. 2016-3 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2016-3 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2016-3 and third party expenses related to CFD No. 2016-3. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-3 for any other administrative purposes of CFD No. 2016-3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Corona, or his or her designee.

“**Approved Property**” means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the June 1 preceding the Fiscal year in which the special tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD” or **“CFD No. 2016-3”** means the City of Corona Community Facilities District No. 2016-3 (Maintenance Services).

“City” means the City of Corona.

“Contingent Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

“Maximum Special Tax A” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Maximum Special Tax B (Contingent)” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Multi-Family Residential Property” or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed.

“Non-Residential Property” or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner’s Association” or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain landscaping within a Tax Zone.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” or **“SFR”** means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel.

“Special Tax(es)” means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax A Requirement” means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2016-3 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

“Special Tax B (Contingent)” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

“Special Tax B (Contingent) Requirement” means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy as determined by the Administrator.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2016-3, which are not Exempt Property.

“Taxable Unit” means a Residential Unit, Building Square Footage, or an Acre.

“Tax Zone” means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone in CFD No. 2016-3 at formation; additional Tax Zones may be created when property is annexed into the CFD.

“Tax Zone 1” means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.

"Tract(s)" means an area of land; i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2016-3 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed

into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 3 below:

**TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
1	TR 36533	Acre	\$638

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B (Contingent)

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to levy annual assessments for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 4 below:

**TABLE 4
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included

in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 5 below:

**TABLE 5
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 6 below:

**TABLE 6
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Acre	\$1,156

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2017-18 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor’s Parcels of Taxable Property within such Tax Zone until the aggregate

amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B (Contingent)

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2016-3 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.

F. DURATION OF SPECIAL TAX

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2016-3, all Assessor's; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2016-3 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2016-3 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A
CITY OF CORONA
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
COST ESTIMATE

Special Tax A Services - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2020-21. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2016-3.

TAX ZONE 20 (SERVICES)
TTM 37788

Item	Description	Estimated Cost
1	Landscape	\$863
2	Lighting	\$8,294
3	Reserves	\$916
4	Admin	\$1,374
Total		\$11,446

Special Tax B Contingent Services – The estimate breaks down the costs of providing one year’s contingent maintenance services for Fiscal Year 2020-21. If necessary, these services will be funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2016-3.

TAX ZONE 20 (SERVICES)
TTM 37788

Item	Description	Estimated Cost
1	Drainage	\$9,145
2	Trails	\$4,206
3	Reserves	\$1,335
4	Admin	\$2,003
Total		\$16,689

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
DEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	103	SFR	RU	\$202	\$366	Mari Girgis, LLC
2	2017-18	36427	146	MFR	RU	\$368	\$14	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	NR	Acre	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	NR	Acre	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	292	SFR	RU	\$941	\$81	Richland Communities
6	2018-19	TTM 31373	26	SFR	RU	\$1,470	\$9	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	62	SFR	RU	\$378	\$425	Knowleton Communities, LLC
8	2019-20	TTM 37114	5	SFR	RU	\$715	\$0	Karen Parker
9	2019-20	PM 27203	4	SFR	RU	\$976	\$0	William Meister
10	2019-20	PM 36873	2	SFR	RU	\$832	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	12	SFR	RU	\$315	\$84	MVV, LP
12	2019-20	PM 30844	2	SFR	RU	\$905	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	NR	Acre	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	2	SFR	RU	\$765	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	SFR	RU	\$1,080	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	NR	Acre	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	NR	Acre	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	NR	Acre	\$1,131	\$0	RCTC
19	2020-21	TR 37719	23	SFR	RU	\$1,057	\$0	EB Corona, LLC
20	2020-21	TTM 37788	11.70	NR	Acre	\$979	\$1,427	Bedford Marketplace, LLC

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
UNDEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	32.62	Acres	\$638	\$1,156	Mari Girgis, LLC
2	2017-18	36427	8.30	Acres	\$6,533	\$247	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	Acres	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	Acres	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	68.33	Acres	\$4,018	\$343	Richland Communities
6	2018-19	TTM 31373	17.92	Acres	\$2,112	\$12	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	16.09	Acres	\$1,454	\$1,635	Knowleton Communities, LLC
8	2019-20	TTM 37114	2.99	Acres	\$1,195	\$0	Karen Parker
9	2019-20	PM 37203	1.10	Acres	\$3,550	\$0	William Meister
10	2019-20	PM 36873	1.40	Acres	\$1,187	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	3.95	Acres	\$957	\$255	MVV, LP
12	2019-20	PM 30844	2.15	Acres	\$1,809	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	Acres	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	1.78	Acres	\$859	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	Acres	\$1,776	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	Acres	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	Acres	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	Acres	\$1,131	\$0	RCTC
19	2020-21	TR 37719	3.74	Acres	\$6,490	\$0	EB Corona
20	2020-21	TTM 37788	11.70	Acres	\$979	\$1,427	Bedford Marketplace, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

On each July 1, commencing on July 1, 2018 the Maximum Special Tax shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

APPENDIX B

CITY OF CORONA COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2016-3, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

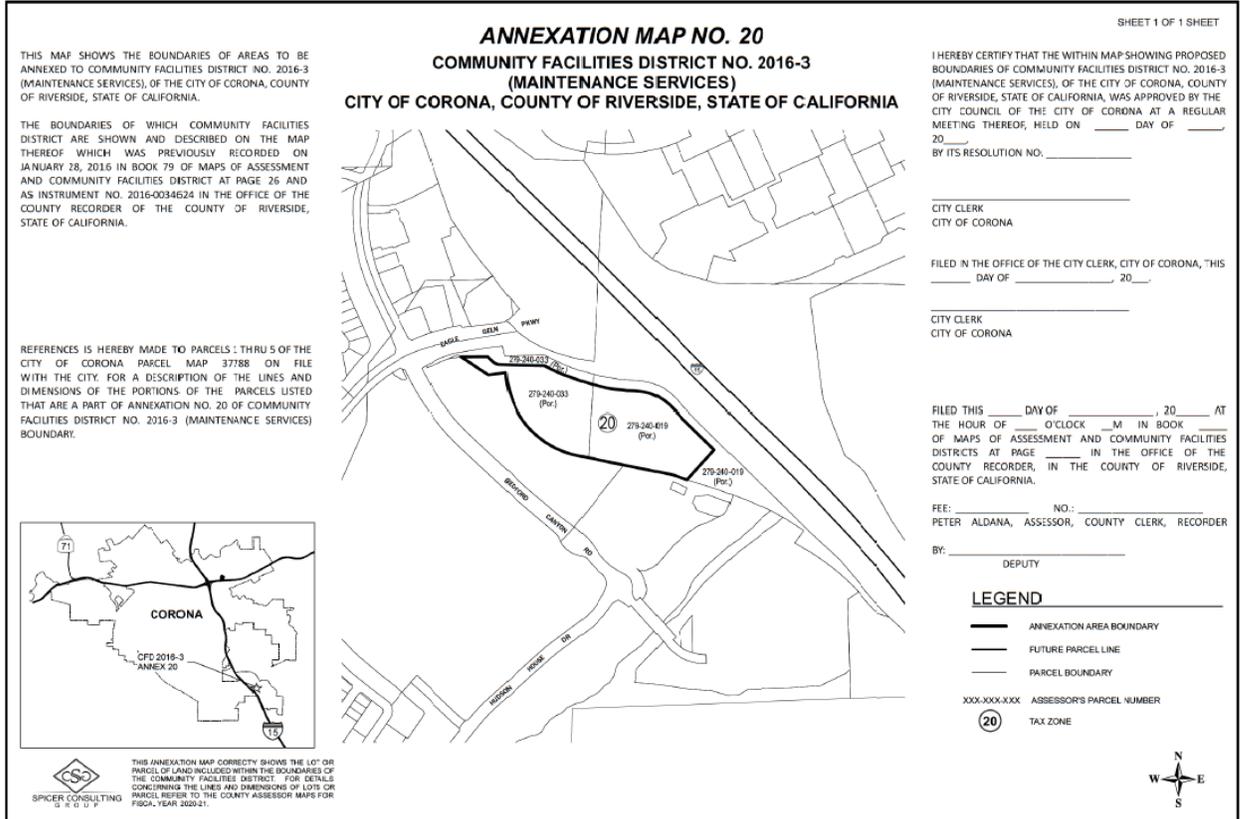
(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2016-3; as well as local roads within residential subdivisions located within CFD No. 2016-3; and any portions adjacent to the properties within CFD No. 2016-3; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services may be financed by proceeds of the special tax of CFD No. 2016-3 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-3 before CFD No. 2016-3 was created or those provided in the territory annexed to CFD No. 2016-3 before the territory was annexed, as applicable.

APPENDIX C

CITY OF CORONA
 COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
 PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA
 BOUNDARIES

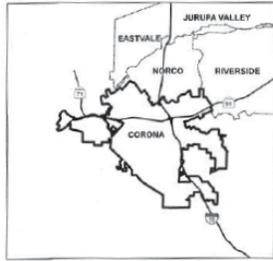


I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF POTENTIAL ANNEXATION AREA (MAINTENANCE SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 7 DAY OF November, 2014, BY RESOLUTION NO. 120-14-3

[Signature]
CITY CLERK
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS 5 DAY OF November, 2014.

[Signature]
CITY CLERK
CITY OF CORONA



BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2016-3
(MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

004
90
23
SHEET 1 OF 1 SHEET

RECORDED THIS 7th DAY OF November, 2014 AT THE HOUR OF 4:30 O'CLOCK P.M. IN BOOK 80 PAGE 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEES: \$10.00 NO: 2014-0494013
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [Signature]
DEPUTY



LEGEND
— ANNEXATION AREA BOUNDARY





Agenda Report

File #: 20-0785

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of adopting Resolution No. 2020-123, to approve the Disadvantaged Business Enterprise Program for Federal Fiscal Years 2021-2023, establish an overall Triennial Disadvantaged Business Enterprise Goal of 0.5%, and authorize the City Manager to sign the Disadvantaged Business Enterprise Program Objective and Policy Statement.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2020-123 to approve the updated Disadvantaged Business Enterprise Program (Exhibit A) for Federal Fiscal Years 2021-2023.
- b. Establish an overall Triennial Disadvantaged Business Enterprise Goal of 0.5%.
- c. Authorize the City Manager to sign the update Disadvantaged Business Enterprise Program Objective and Policy Statement.

ANALYSIS:

As a recipient of United States Department of Transportation (USDOT) Federal Transit Administration (FTA) funds, the City must comply with all federal regulations. Pursuant to the Code of Federal Regulations (CFR), Title 49, Part 26 - Participation by Disadvantaged Business Enterprise (DBE), all public agencies receiving financial assistance from the USDOT-FTA, and who anticipate awarding \$250,000 or more in FTA assisted contracts, must have an approved DBE Program and establish a three-year overall DBE Goal for potential contracting opportunities. The goal must be developed and submitted to FTA every three years in order to maintain eligibility to receive federal financial assistance. The purpose of establishing a DBE participation goal is to promote and increase the participation in federally-assisted contracts by small, socially and economically disadvantaged

business enterprises and to create a level playing field in which DBE's can compete fairly.

For the three-year period from Federal Fiscal Year (FFY) 2020-2021 to FFY 2022-2023, the City of Corona Transit Service (CCTS), anticipates awarding an estimated \$4.7 million in contracting opportunities funded in whole or in part with FTA funds. These contracting opportunities include the following anticipated projects for the three-year period: Contracted Dial-A-Ride and Fixed Route Transit Services; an Intelligent Transportation System; Digital Land Mobile Radio Communication System; a Comprehensive Operations Analysis, and Document Translation Services.

In accordance with the DBE regulations, CCTS has proposed an overall DBE Goal of 0.5% for the triennial period of FFYs 2021-2023. The overall DBE Goal was developed in conformance with the federally prescribed two-step methodology process, as shown on Exhibit "B," Overall DBE Goal and Methodology. The first step of the process established a Base Figure of the relative availability of DBEs to all comparable firms (DBE and non-DBE) within specified industries. The Base Figure was established by assessing the California Unified Certification Program (CUCP) Directory of Certified DBE Firms, and the 2018 United States Census Bureau County Business Patterns (CBP) Database within CCTS' market area for each industry identified. During the first step process, the base figure resulted in a 1% DBE goal.

The second step of the methodology process assessed other relevant evidence to determine what additional adjustments, if any, were needed to narrowly tailor the Base Figure to CCTS' market area. Factors considered in the adjustment of the Base Figure included past DBE Goal attainments, bidders' lists, disparity studies, and any other relevant evidence. CCTS has experienced challenges in attaining its DBE goal for the past three FFYs 2018-2020, as the majority of the capital program funds were for contracted transit operations. Once the contract was awarded, there were no additional opportunities for the following years to meet the DBE goal. Therefore, an adjustment was made, and the base figure was reduced from 1% to 0.5%; page 5 of Exhibit "B" further outlines the rationale for the adjustment.

In addition, as required by CFR, Title 49, Part 26, CCTS must meet the maximum feasible DBE participation overall goal by means of a voluntary race-neutral solicitation process. Race-neutral solicitation includes, but is not limited to: (1) arranging contracts in ways to facilitate small business participation such as unbundling large contracts or requiring prime contractors to subcontract portions of the work; (2) providing bonding, financing, and technical assistance; (3) communicating contract opportunities to the small business community; or (4) providing business support and development services.

Furthermore, CCTS must provide a public participation process when establishing the three-year overall DBE goal. Therefore, a Public Notice inviting comment on the recommended DBE goal for FFYs 2021-2023 was published on the City's website on August 4, 2020, for a 30-day period. No comments were received during the 30-day period. In addition, the public notice provided information regarding the "DBE Virtual Consultation Session" to solicit feedback on the proposed DBE goal and provide information on the contracting opportunities. As of September 1, 2020, no one had requested the link to participate in the virtual session.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 4: Actively engage in public and private partnerships to provide services and amenities; Objective A: Proactively develop partnerships with local and regional business interest and agencies by participating in community events and sharing information regarding CCTS.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. Approval of the recommended resolution simply approves DBE Program for FFYs 2021-2023, and authorizes the City Manager to execute the DBE Program Objective and Policy Statement, which is necessary to demonstrate CCTS' compliance with the CFR, Title 49, Part 26, and eligibility for FTA funds to support current and future capital projects and operating costs.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA).

PREPARED BY: SUDESH PAUL, TRANSPORTATION PLANNING SUPERVISOR

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit A - FFYs 2021-2023 CCTS DBE Program
2. Exhibit B - FFYs 2021-2023 Overall DBE Goal and Methodology
3. Exhibit C - Resolution No. 2020-123

DISADVANTAGED
BUSINESS
ENTERPRISE
PROGRAM
FFY 2021-2023

CITY OF CORONA

City of Corona Transit Service

Program Update: August 2020

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City of Corona Transit Service

Disadvantaged Business Enterprise Objectives and Policy Statement

The City of Corona, City of Corona Transit Service (CCTS) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 Code of Federal Regulation Part 26. The City of Corona Transit Service will receive Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Corona will sign an assurance that it will comply with 49 CFR Part 26.

The City of Corona assures equal opportunity in the award and performance of any contract to all persons without regard to race, color, national origin or sex. The intent of the DBE Program is to eliminate discriminatory practices, ensure discrimination is not occurring, increase participation of DBEs in all contracting activities to the maximum extent feasible, and meet the overall annual DBE participation goal, in compliance with 49 CFR Part 26. Adhering to this policy will ensure a level playing field and foster equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
7. Facilitate the implementation of the DBE Program using race-neutral measures to the maximum extent feasible.

This policy applies to all City of Corona employees in administering 49 CFR Part 26, and to contractors, bidders/offerors and subcontractors.

Jacob Ellis, City Manager

Date

SUBPART A – GENERAL REQUIREMENTS

DBE Program Objectives/Policy Statement (§ 26.1, 26.23)

The objectives are found in the policy statement on the first page of this program.

Applicability (§ 26.3)

The City of Corona, City of Corona Transit System (CCTS) is the recipient of Federal Transit Administration (FTA) funds authorized by Federal transit laws in Title 49, U.S. Code. Under Title 49 CFR Part 26 the City of Corona is required to establish a Disadvantaged Business Enterprise Program. This document sets forth the policies and procedures to be implemented by the City of Corona to ensure that DBEs have an equitable opportunity to participate in the City's U.S. DOT-assisted contracting opportunities

Definitions (§ 26.5)

The City of Corona will adopt the definitions contained in 49 CFR Section 26.5 for this program.

Non-discrimination Requirements (§ 26.7)

The City of Corona will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Corona will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping, Reporting and Bidder's List Requirements (§ 26.11 (b)(c))

Reporting § 26.11 (b)

The City of Corona will report DBE participation to DOT as follows:

Report DBE participation to the relevant operating administration at Federal Transit Administration using the Uniform Report of DBE Awards or Commitments and Payments, found in the DBE regulation. The report due June 1 will cover data from October 1 to March 31 and the report due December 1 will cover data from April 1 to September 30. All dollar amounts reported

will reflect the federal share of such contracts. The report will separate the dollar amount awarded to certified DBEs through the use of race conscious methods and race neutral methods.

Bidder's List § 26.11 (c)

City of Corona will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

- City of Corona Transit Service will require all bidders and proposers to identify their DBE status and identify all DBE subcontractors. See Attachment B – Bidders List Form.

Federal Financial Assistance Agreement and Contract Assurance (§ 26.13 (a)(b))

Federal Financial Assistance Agreement Assurance § 26.13 (a)

City of Corona will provide the following assurances statement verbatim on each federal finance assistance agreement it obtains:

City of Corona shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Corona its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance § 26.13 (b)

City of Corona will ensure that the following assurance clause is placed verbatim in every federally-assisted contracts and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsive.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

DBE Program Updates (§ 26.21)

Since the City of Corona Transit Service expects to receive a grant of \$250,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year, City of Corona will carry out the program until all funds from DOT financial assistance have been expended. City of Corona will provide to DOT updates representing significant changes in the program.

Policy Statement (§ 26.23)

The Policy Statement is elaborated on the first page of this program.

DBE Liaison Officer (DBELO) (§ 26.25)

The City of Corona has designated the following individual as the DBE Liaison Officer:

Sudesh Paul, Transportation Planning Supervisor
Sudesh.paul@coronaca.gov Phone: (951) 279-3763

In this capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that City of Corona Transit Service complies with all provision of 49 CFR Part 26. The DBELO reports to the Public Works Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one (1) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes City of Corona Transit Service's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Participates with the legal counsel and project director to determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.
13. Maintains the City of Corona Transit Service's updated directory on certified DBEs.

DBE Financial Institutions (§ 26.27)

City of Corona will investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We will make the following efforts to identify and use such institutions:

- The DBELO will periodically review the availability of such financial institutions from the US DOT, Office of Small and Disadvantaged Business Utilization website at:
<https://www.state.gov/s/dmr/sdbu/index.htm>

Prompt Payment Mechanisms (§ 26.29 (a)(b))

Prompt Payment §26.29(a)

The City of Corona will include the following clauses in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Corona. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City of Corona. This clause applies to both DBE and non-DBE subcontracts. For Public Works projects the payment shall occur no later than 7 days after payment to the prime contractor.

Retainage §26.29(b)

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City of Corona. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement §26.29(d)

City of Corona Transit Service may perform interim audits of contract payments to DBEs. The audit will review payments to DBEs to ensure that the actual amount paid to DBEs equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Evidence of payment made to subcontractors must be provided to verify compliance. Credit toward overall or individual contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs. Such evidence shall be provided by the prime contractor through the submission of a progress report on DBE utilization to the City of Corona Transit Service directed by the City of Corona Transit Service staff. The information collected includes:

1. Name of each DBE and Subcontractor.
2. Type of work assignment for each DBE or Subcontractor.
3. The dollars committed to each firm.
4. The dollars paid to each firm during the reporting period.
5. The dollars paid to the firm as a result of a change order or other cost modification.
6. Contractor signature under penalty of perjury that it has complied with all prompt payment requirements per State laws and 49 CFR 26.29.

If City of Corona determines that the prime contractor has failed to comply with the prompt payment provisions set forth, City of Corona may give written notice to the prime contractor and the prime contractor's surety that, if the default is not remedied within a specified period of time (at least 10 days), the contract may be terminated. The contract may be terminated for cause in accordance with the contract terms and conditions for failing to meet the prompt payment provisions.

Directory (§ 26.31)

City of Corona will utilize the California Unified Certification Program (CUCP) DBE Directory to identify certified DBEs eligible to participate as DBEs on federal assisted projects. City of Corona will make certain it identifies in the contract specification the availability of the CUCP DBE Directory for prime contractors to use in soliciting DBE subbids. The CUCP DBE Directory can be found at <http://californiaucp.org/> or via www.dot.ca.gov/hq/bep. The CUCP directory lists the firm's name, address, phone number, fax number, on-site visit date, North American Industry Classification System (NAICS) code, ethnicity and gender of ownership, and the type of work the firm has been certified to perform as a DBE under which the firm has been certified to perform as a DBE. A listing in the DBE directory does not in any way pre-qualify the identified DBE firms with respect to licensing, bondability, competence or financial responsibility.

Overconcentration (§ 26.33)

City of Corona will monitor and analyze the type of contracts/subcontracts awarded to DBE's to determine if there is an overconcentration in particular fields. If overconcentration is found to exist, City of Corona will inform the FTA. The City will also take measures to encourage DBEs within the area of overconcentration to expand into other fields, and enhance its communication with its prime contractors and its outreach within the network of DBE vendors to address the overconcentration.

Business Development Programs (§ 26.35)

City of Corona has not established a business development program. However, if City of Corona identifies the need for such a program in the future, the rationale for adopting such a program and a comprehensive description of the program, will be submitted as a significant update to the DBE Program Plan.

Monitoring and Enforcement Mechanisms (§ 26.37)

City of Corona will implement appropriate mechanisms, including sanctions, suspension, debarment, and application of legal and contractual remedies available under Federal, state, and local laws, as deemed appropriate and necessary, to ensure compliance with the requirements

by all program participants. Specifically, City of Corona will take the following monitoring and enforcement steps to ensure compliance with 49 CFR Part 26:

- Bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. Consider similar action under our own legal authorities, including responsibility determinations in future contracts.
- Implement enforcement and monitoring processes/procedures outlined in DBE Contract Provisions contained in all engineering design/professional services, construction, transit and DOT-assisted contracts and this DBE Program Plan. This includes processes for Good Faith Efforts review and approval, counting DBE participation, monitoring and enforcing prompt payment, review and approval of substitutions and termination of DBEs on projects, requiring payment certifications from DBEs and Prime contractors attesting to total amounts paid to DBE firms, and contract closeout procedures that evaluate whether DBE goals have been met on each contract.
- Implement procedures to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by document reviews of contracting records, project onsite visits and interviews conducted by CCTS staff and construction inspectors, review of payroll records for public work activity and a thorough review of invoices provided for services, as applicable. This will occur for each contract/project on which DBE's are participating.
- Compile and maintain a report of awards/commitments and attainment, which is reported semi-annually to FTA.
- Keep a running tally of DBE utilization/attainment, including race-neutral DBE participation, as well as payments to DBE firms for work committed to them at the time of contract award. See Attachment D – DBE Utilization Attainment Report.
- Track and delineate state/federal funding split to ensure that only the federal share is reported on Uniform Reports to US. DOT. This information is tracked in Excel spreadsheet and compared to City of Corona's OneSolution System.
- Compare DBE commitment submitted at the beginning of each project with Written Certification at the end of the project to determine if DBE goal was met.

Written Certification

The mechanism includes a written certification that City of Corona has reviewed contracting records and monitored work sites for DBE participation. The City of Corona Transit Staff will monitor every contract with DBE requirements, on paper and in the field and will include a

written certification that this compliance monitoring effort took place in accordance with the Contract Close-Out Report. Refer to Attachment C – Self Certification Statement of Compliance. The mechanisms include comparing the DBE commitments to actual DBE attainments.

Procedures to Monitor Compliance

Monitoring will occur after contract award and will be assigned to the City of Corona Transit Staff to monitor actual DBE participation through contractor and subcontractor reports. After the contract award, City of Corona Transit Staff will review the award documents for the portion of work each DBE and/or subcontractor will be performing and the dollar value of that work. With these documents, City of Corona Transit Staff will be able to determine the work to be performed by the listed DBE's or subcontractors.

Construction Contract On-Site Monitoring

City of Corona will ensure that City of Corona Transit Staff and inspectors know what items of work each DBE is responsible for performing. Inspectors will notify City of Corona Transit Staff immediately of apparent violations. When a firm other than the listed DBE subcontractor is found performing the work, the City of Corona Transit Staff will notify the Contractor of the apparent discrepancy and potential loss of payment. Based on the Contractor's response, City of Corona will take appropriate action. If the Contractor fails to adequately explain why there is a discrepancy, payment for the work will be withheld and a letter will be sent to the contractor referencing the applicable specification violation and the required withholding of payment.

This monitoring effort is fully incorporated into DBE On-site Monitoring process. The observed work will be reconciled against the DBE commitment.

Record Keeping and Final Utilization Report of DBE

The Contractor shall maintain records showing each listed DBE and first-tier subcontractor. These records will be made available for inspection upon request by any authorized representative of City of Corona, or FTA. The records shall include:

1. Contract number, DBE goal commitment and brief description of the work.
2. Name and address of each DBE listed and certifications held.
3. The dollar amount of each subcontract, including supplies and services.
4. Reports from Contractor with an accounting of actual expenditures to DBEs and the progress to date in meeting the DBE participation commitment.
5. Evidence to support subcontractor substitution requests, where appropriate.
6. Evidence to support prompt payments made, with date of payment and total dollar figure paid to each DBE, subcontractor and suppliers.
7. The DBE prime contractor shall also show the date of work performed by their own forces along with the corresponding dollar value of the work claimed toward DBE goals.

Contract Close-Out Report

When a contract has been completed, the Contractor will provide a summary of the records stated above. The DBE utilization information will be documented on the form "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" will be submitted to City of Corona. City of Corona Transit Staff will compare the completed form to the contractor's completed "Designation of Subcontractors". The DBE's shown on the completed "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form should be the same as those originally listed unless an authorized substitution was allowed, or the contractor used more DBE's and they were added. The dollar amount should reflect any changes made in planned work done by the DBE. The Contractor will be required to explain in writing why the names of the subcontractors, the work items or dollar figures are different from what was originally shown on the completed "Designation of Subcontractors" form when:

- There have been no changes made by the RE.
- The Contractor has not provided a sufficient explanation in the comments section of the completed "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form.

The explanation will be attached to the completed "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form for submittal. The City of Corona staff will file this report in the project records. The "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form is available on the California Department of Transportation, Local Agency Program Manual Forms, Chapter 17 website at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>.

Administrative Remedies for Non-Compliance

A Contractor deemed to be in non-compliance shall be informed in writing, by certified mail, by the DBELO or designee, that administrative remedies shall be imposed for failure to meet DBE committed goal and/or submit evidence of good faith efforts to the satisfaction of the City of Corona. The Contractor shall be given five (5) working days from the date of the notice to file a written appeal to the DBELO. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The notice shall state the specific administrative remedy to be imposed.

The City of Corona may schedule an informal hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. The written decision of the CITY OF CORONA TRANSIT SERVICE or designee is final and there is no further appeal.

The CITY OF CORONA TRANSIT SERVICE reserves the right to initiate Administrative Remedies, which may include but are not limited to:

- Withholding of payments due equivalent to the difference between the actual DBE attainment and the overall project and/or contract specific DBE goal.
- Suspension of payment to the Contractor of any other monies held by the City of Corona; and
- Termination of the Contract in part or in whole.

The Administrative Remedies shall not apply if the Contractor is able to demonstrate to the satisfaction of the City of Corona that it exercised good faith efforts in an attempt to meet the contract-specific DBE goal, where applicable.

The City of Corona will bring to the attention of the FTA any false, fraudulent, or dishonest conduct in connection with the program, so that FTA can take the steps (e.g., referral to the U.S. Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109.

The City of Corona will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

The requirements of this section equally apply to a DBE operating as a prime contractor.

Small Business Participation (§ 26.39)

City of Corona will incorporate the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small businesses):

- Breaking out procurements or unbundling procurement actions to provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate.
- For procurements that require competition, City of Corona will seek out small businesses to compete for these procurement actions by actively including DBE and non-DBE small business firms on the solicitation lists.
- For micro purchases that do not require competition, seeking out DBE and non-DBE small business firms to satisfy these requirements.

SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

Set-asides or Quotas (§ 26.43)

City of Corona does not use quotas in any way in the administration of this DBE program. City of Corona may consider establishing a Small Business set-aside program as allowed in §26.39 – *Foster Small Business Participation*. If City of Corona selects to implement a small business set-aside program, it will follow the requirements under §26.21 - *DBE Program Updates*.

Overall Goals (§ 26.45)

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment E – Overall DBE Goal and Methodology, to this program. In accordance with Section 26.45(f), City of Corona will submit its Triennial DBE overall goal by August 1 at three (3) year intervals, based on FTA schedule. City of Corona will express the overall contract goal as a percentage of the total amount of the federal assistance received.

The process generally used to establish overall DBE goal is as follows:

1. The City established a reasonable estimate of FTA funded contracting activities for the covered federal fiscal years.
2. The City categorized these contracting opportunities by NAICS Code.
3. The City reviewed its contracting database and established the Counties of Riverside, San Bernardino & Orange as its market area, where the majority of contracting occurs.
4. The City then developed an estimate of ready, willing, and able DBE's based on the State of California Unified Contracting Database for the Market Area.
5. The City developed the number of overall firms ready, willing, and available, by NAICS Code, utilizing US Census Data.
6. When necessary, the City evaluated both DBE's and Non-DBE's to ensure the accuracy of the NAICS code area, and the firms ready, willing, and able, to satisfy the City's requirements.
7. The City then multiplied the dollar value of the opportunities by the result of dividing the number of DBE firms by the number of total firms.
8. The City then totaled these amounts to arrive at the step one goal.

Before establishing the overall goal, City of Corona will consult with the various organizations in the market area, such as Chamber of Commerce, minority, women-owned and small business groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and City of Corona's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, City of Corona will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection for 30 days following the date of the notice. The notice will be posted on City's official Internet Website. If the proposed goal changes following review, the revised goal will be posted on the City's official Internet Web site.

City of Corona's overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during the consultation period and proof of publication of the goal on the City's website.

City of Corona will begin using the overall goal on October 1 of each year, unless we have received other instructions from DOT. If a project based goal is established, then the goal will be utilized by the time of the first solicitation for a DOT-assisted contract for the project. The overall DBE goal will remain effective for the duration of the three-year period established and approved by the FTA.

Goal Setting and Accountability (§ 26.47)

If the awards and commitments shown on the City's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, City of Corona staff will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Establish and implement a corrective action plan, and maintain information/records regarding the analysis and efforts made.

Transit Vehicle Manufacturers Goals (§ 26.49)

City of Corona will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, City of Corona may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Breakout of Estimated Race-Neutral & Race-Conscious Participation (§ 26.51(a-c))

City of Corona will make efforts to meet the maximum feasible portion of the overall goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

Race-neutral measures, as described in City of Corona's Overall DBE Goal and Methodology states, "In conformance with Title 49 CFR Part 26; "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" and in further response to FTA Notices issued to Public Transportation Providers regarding DOT's DBE Program and Race-Neutral Policy Implementation Guidance, City of Corona is required to submit and implement a strictly Race-Neutral Overall DBE Goal for FFY 2018-2020, due to the absence of readily available evidence of discrimination and its effects in its marketplace. (Refer to Attachment E - Overall DBE Goal and Methodology for FFY 2018-2020).

This section of the program will be updated annually when and if the goal calculation is updated.

Contract Goals (§ 26.51(d-g))

City of Corona will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, City of Corona will participate in:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Good Faith Efforts Procedures (§ 26.53)

Demonstration of good faith efforts (§ 26.53(a) & (c))

In the event the City of Corona Transit Service establishes an individual DBE contract goal, the City will not award the contract to a bidder who does not either: 1) meet the contract goal with verified, countable DBE participation; or 2) documents it has made adequate good faith efforts to meet the DBE contract goal. It is the obligation of the bidder/offeror to demonstrate it has made sufficient good faith efforts prior to submission of its bid. Examples of good faith efforts are found in Appendix A of 49 CFR Part 26 (Attachment G).

The Department Coordinator will be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

City of Corona Transit Service staff will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before committing to the performance of the contract by the bidder/offeror.

Information to be submitted (§ 26.53(b))

City of Corona Transit Service treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (§ 26.53(d))

Within five (5) days of being informed by City of Corona Transit Service that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Public Works Director, Public Works 400 S. Vicentia Ave. Corona, CA 92882. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (§ 26.53(f))

City of Corona Transit Service will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, CCTS will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of Recipient] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment G), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Counting DBE Participation (§ 26.55)

City of Corona Transit Service will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D and E - CERTIFICATION STANDARDS and PROCEDURES

DBE Certification Procedures (§ 26.61 - 26.91)

In order to reduce administrative burden associated with determining the eligibility of firms to participate as DBEs in FTA-assisted contracts, City of Corona will rely on the California Unified Certification Program (CUCP) to perform the DBE certification determinations.

City of Corona is a non-certifying member of the CUCP; and will utilize the CUCP certification directory to determine the eligibility of DBEs, their work codes, etc., in order to participate as DBEs on City of Corona Transit Service projects. The CUCP DBE directory is on the Caltrans website at: <https://dot.ca.gov/programs/civil-rights/dbe-search>. For information about the DBE certification application process, contact:

CALTRANS

DBE Program- Certification Unit

1823 14th Street

Sacramento, CA 95811

Phone: (916) 324-1700 or (866) 810-6346

Email: DBE.Certifications@dot.ca.gov

Website: <https://dot.ca.gov/programs/civil-rights>

In addition, see Attachment F – CUCP Brochure on how to apply for DBE Certification

SUBPART F - COMPLIANCE AND ENFORCEMENT

Information, Confidentiality, Cooperation (§ 26.109)

City of Corona will safeguard from disclosing to third parties, information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. California Government Code §6250 provides for the disclosure of certain public information. Since the City of Corona is not a Certifying Entity, personal information is not routinely handled by the City.

Notwithstanding any contrary provisions of state or local law, City of Corona will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

City of Corona will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made

available for inspection upon request by any authorized representative of the City of Corona or DOT. This reporting requirement also extends to any certified DBE subcontractor.

City of Corona will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

- Attachment A City of Corona Transit Service - Organizational Chart
- Attachment B Bidders List Form
- Attachment C Statement of Compliance
- Attachment D DBE Utilization Attainment Report
- Attachment E Overall DBE Goal and Methodology
- Attachment F CUCP Brochure on how to apply for DBE Certification
- Attachment G Regulations: 49 CFR part 26

Attachment A – Organizational Chart

Attachment B – Bidders List Form



Project Name: _____

BIDDERS LIST

Bidder/Offeror: _____ **IFB/RFP #:** _____

The Department of Transportation requires the City of Corona, City of Corona Transit Service (CCTS) to create and maintain a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on CCTS’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on the “*Bidders List*” for every firm who submitted a bid, proposal or quote, including the primary Bidder/Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The City of Corona will utilize this information to assist in CCTS’s overall annual DBE goal-setting process. ***The “Bidders List” content will not be considered in evaluating the bid/proposal or determining award of any contract.***

Prime Bidder’s/Offeror’s Information:		
Name of Prime’s Firm:	Phone: ()	Fax: ()
Firm Address	Type of work/services/materials provided:	
Contact Person:	Title:	
Number of years in business:	Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check the box below for your firm’s annual gross receipts last year:		
<input type="checkbox"/> Less than \$1 Million	<input type="checkbox"/> Less than \$5 million	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Less than \$15 million	<input type="checkbox"/> More than \$15 million	

Project Name: _____

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:		
Name of Firm:	Phone: ()	Fax: ()
Firm Address	Type of work/services/materials provided:	
Contact Person:	Title:	
Number of years in business:	Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check the box below for your firm's annual gross receipts last year:		
<input type="checkbox"/> Less than \$1 Million	<input type="checkbox"/> Less than \$5 million	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Less than \$15 million	<input type="checkbox"/> More than \$15 million	

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:		
Name of Firm:	Phone: ()	Fax: ()
Firm Address	Type of work/services/materials provided:	
Contact Person:	Title:	
Number of years in business:	Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check the box below for your firm's annual gross receipts last year:		
<input type="checkbox"/> Less than \$1 Million	<input type="checkbox"/> Less than \$5 million	<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Less than \$15 million	<input type="checkbox"/> More than \$15 million	

If necessary, this “Bidders List” form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit the required “Bidders List” form will deem the Bidder/Offeror non-responsive.

Attachment C – Statement of Compliance

**Disadvantaged Business Enterprise (DBE)
Self-Certification
STATEMENT OF COMPLIANCE**

Project No: _____

Project Name: _____

I, _____, undersigned, have the authority to act for
(Name & Title)

and on behalf of the CITY OF CORONA TRANSIT SERVICE, and certify under penalty of perjury that this federal-aided project has been monitored in conformance with Part 26 of Title 49 of the Code of Federal Regulations—DBE Regulations.

Date: _____ Signature: _____

Comments/Exceptions (Explanation):

Enclosures: Copies of the DBE Final Payment Record

Maintain in contract file.

Attachment D – DBE Utilization Attainment Report

City of Corona Transit Service

MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION

Report Period (month): _____ Contract Number: _____ Contract Award Date: _____ Prime Name: _____ Address: _____ City, State, Zip: _____ Telephone No: _____ Original Project Goal: _____	Original Contract Award Amount: \$ - Prime Current Contract Value \$ - [B] Total Paid to Prime this quarter: \$ - Total Paid to Prime to date \$ - [D] Total Paid to DBEs this quarter: \$ - Total Paid to DBEs to date: \$ - [A] % of Project Complete #DIV/0! [D/B] Prime's Current DBE Attainment: #DIV/0! [A/B] Prime's Current DBE Commitment: #DIV/0! [C/B]	Report prepared by: _____ Signature: _____ Title: _____ Report reviewed by: _____ Signature: _____ Title: _____ Date of last progress payment: _____
---	---	--

1	2	3	4	5	6	7	8	9	10
SUBCONTRACTOR	Type of Work Performed	Original \$ Amount	\$ +/- Resulting	\$ Amount of Current	\$ Amount of Eligible DBE	\$ Amount Paid to DBE	% of Retention Withheld	% of Work Completed	Notes/Comments
	Applicable NAICS Code(s)	Committed at Award	from Change Order	Commitment	Participation Claimed [C]	this month	(if any)		
Name: _____									
Address: _____									
City, State, Zip Code _____									
Telephone No: _____									
CERTIFICATION(s): SB <input type="checkbox"/> DBE <input type="checkbox"/> MB <input type="checkbox"/>									
Certification Number: _____									
Verification of Payment Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>									
Anticipated Commencement of Work Date: _____									
Name: _____									
Address: _____									
City, State, Zip Code _____									
Telephone No: _____									
CERTIFICATION(s): SB <input type="checkbox"/> DBE <input type="checkbox"/> MB <input type="checkbox"/>									
Certification Number: _____									
Verification of Payment Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>									
Anticipated Commencement of Work Date: _____									
DBE TOTAL(S):					\$ -	\$ -	\$ -	\$ -	\$ -
COMMENTS/ISSUES:									

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields.

Attachment E – Overall DBE Goal and Methodology

**CITY OF CORONA, CITY OF CORONA TRANSIT SYSTEM
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
OVERALL DBE GOAL AND METHODOLOGY
FEDERAL FISCAL YEARS (FFY) 2021-2023
(Covering the period of October 1, 2020 to September 30, 2023)**

I. INTRODUCTION

City of Corona, City of Corona Transit System (CCTS) herein sets forth its Proposed Overall Disadvantaged Business Enterprise (DBE) Goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal year (FFY) goal period of 2021-2023 (October 1, 2020 through September 30, 2023), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 “Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs”.

The goal setting process consists of two steps. Step one determines the base figure for the relative availability of DBEs. Step two determines what adjustment, if any, may be needed.

II. BACKGROUND

Public agencies receiving U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) assisted funds, who anticipate awarding \$250,000 or more in DOT-assisted contracts, must adopt a three-year Disadvantaged Business Enterprise (DBE) goal. As such, CCTS is required to develop and submit a Triennial Overall DBE Goal for DBE participation as a condition of receiving federal funding for its FTA-assisted projects.

Effective March 3, 2010, the United States Department of Transportation (“DOT”) issued a final rule affecting the implementation and management of the Department’s Disadvantaged Business Enterprise (“DBE”) program. The final rule requires submission of a goal-setting methodology on a three-year cycle. Pursuant to this final rule, CCTS is still required to conduct an annual review to account for changes that may warrant an adjustment to the overall goal or make an adjustment based on changed circumstances (i.e. significant change in the legal standards governing the DBE program, new contracting opportunities presented by the availability of new or different grant opportunities to ensure the goal and program as a whole are narrowly tailored throughout the goal period.

CCTS herein presents its Proposed Overall DBE Goal Methodology for FFY 2021/23 goal period, which resulted in a .5% Overall DBE Goal.

III. DOT-ASSISTED CONTRACTING PROGRAM FOR FFY 2021-2023

Table 1 below represents CCTS’ U.S. DOT-assisted (FTA) contracting program, which includes four (4) projects considered in preparing its Overall DBE Goal-Setting Methodology utilizing the North American Industry Classification System (NAICS) work categories. The projects include: Contracting Services for Dial-A-Ride and Fixed Route Service, Comprehensive Operational Analysis, an Intelligent Transportation System, Bus Stop Amenities and Office Support equipment. These projects are anticipated to be awarded within FFYs 2021-2023. CCTS anticipates spending approximately \$4,730,026 of federal dollars in which there may be DBE contracting opportunities over the three-year term.

Table 1 – FTA-assisted Contracting Opportunities

PROJECT NAME	NAICS CUCP DATABASE	ESTIMATED FEDERAL DOLLAR SHARE	% OF FEDERAL FUNDING*
Contracting Services – Transit Operations	485113, 485991	\$4,000,000	84.6%
Consulting Services – Comprehensive Operations Analysis	541614	\$100,000	2.1%
Intelligent Transportation System	541512, 518210,	\$504,700	10.7%
Digital Land Mobile Radio System	517410	\$105,326	2.2%
Document Translation Services	541930	\$20,000	.4%
TOTAL:		\$4,730,026	100%

IV. GOAL METHODOLOGY

A. Step 1: Determination of a Base Figure (26.45)¹

To establish CCTS’s Base Figure of the relative availability of DBEs to all comparable firms (DBE and Non-DBEs) available to propose on CCTS’s DOT-assisted contracting opportunities projected to be solicited during the triennial goal period, CCTS followed the prescribed federal goal-setting methodologies in accordance with 49 CFR Part 26 regulations. This was accomplished by assessing the *California Unified Certification Program (CUCP) Directory of Certified DBE Firms*

¹ 26.45 represents Title 49 CFR Part 26 regulatory goal setting methodology reference.

and the **2018 U.S. Census Bureau County Business Patterns (CBP) Database**. Comparisons were made within the City of Corona Transit System’s market area (defined as Riverside County, San Bernardino County, and Orange County) and by specified industries and types of businesses identified in Table 1. The City of Corona Transit System’s local market area represents where the substantial majority of the City of Corona Transit System’s contracting dollars are expended and/or where the substantial majority of contractors and subcontractors bids or quotes are received. CCTS also considered LA County into the market area, however doing so decreased the relative DBE availability.

The City of Corona Transit System made a concerted effort to ensure that the scope of businesses included in the numerator was as close as possible to the scope included in the denominator. For corresponding detail of all work category classifications grouped, refer to Table 1.

- ⇒ **For the numerator:** *California UCP DBE Database of Certified Firms*
- ⇒ **For the denominator:** *2018 U.S. Census Bureau’s Business Pattern Database (CBP)*

To determine the relative availability of DBEs, the City of Corona Transit System divided the numerator² representing the ratio of ready, willing and able DBE firms, by the denominator³ representing all firms (DBE and Non-DBEs) available in each work category and same geographical regional. Application of this formula yielded the following baseline information:

$$\frac{\text{Number of Ready, Willing and Able DBEs}}{\text{FIGURE Number of All Available Firms (including DBEs and Non-DBEs)}} = \text{BASE}$$

The Base Figure was further weighted by contract type and corresponding contract value. The Base Figure resulting from this weighted calculation is as follows:

² Numerator represents all DBE firms established within the City’s Market area.

³ Denominator represents all comparable available established firms.

Contracting Services – Transit Operations	Consulting Services – COA
485113 – Bus and Other Motor Vehicle Transit Systems 485991 – Special needs transportation	541614 – Process, Physical Distribution, and Logistics Consulting Services
Base Figure = $\left(84.57\% \frac{(\text{DBEs in } 485113/485991)}{(\text{CBPs in } 485113/485991)} \right)$	Base Figure = $\left(2.11\% \frac{(\text{DBEs in } 541614)}{(\text{CBPs in } 541614)} \right)$
Base Figure = $\left(0.8457 \frac{0}{96} \right)$	Base Figure = $\left(0.0211 \frac{31}{270} \right)$
Base Figure = 0.8457(0.000)	Base Figure = 0.0211(0.115)
Base Figure = 0.000	Base Figure = 0.002
Intelligent Transportation System	Digital Land Mobile Radio System
541512 – Computer Systems Design Services 518210 – Data Processing, Hosting and Related Services	517410 – Satellite telecommunications
Base Figure = $\left(10.67\% \frac{(\text{DBEs in } 541512/518210)}{(\text{CBPs in } 541512/518210)} \right)$	Base Figure = $\left(2.23\% \frac{(\text{DBEs in } 517410)}{(\text{CBPs in } 517410)} \right)$
Base Figure = $\left(0.1067 \frac{131}{1749} \right)$	Base Figure = $\left(0.0223 \frac{0}{24} \right)$
Base Figure = 0.1067(0.075)	Base Figure = 0.0223(0.000)
Base Figure = 0.008	Base Figure = 0.000
Document Translation Services	BASE FIGURE = .000+.002+.008+.000+.001 = .011 = (.011) 100 = 1.104 = 1%* <i>*Rounded to the nearest whole number</i>
541930 – Translation and Interpretation Services	
Base Figure = $\left(0.42\% \frac{(\text{DBEs in } 541930)}{(\text{CBPs in } 541930)} \right)$	
Base Figure = $\left(0.0042 \frac{12}{81} \right)$	
Base Figure = 0.0042(0.148)	
Base Figure = 0.001	

B. Step 2: Adjusting the Base Figure

Upon establishing the Base Figure, CCTS is required to review and assess other known evidence potentially impacting the relative availability of DBEs within CCTS’s market area, in accordance with prescribed narrow tailoring provisions set forth under 49 CFR Part 26.45 Step 2; DBE Goal Adjustment guidelines.

Evidence considered in making an adjustment to the Base Figure include *Past DBE Goal Attainments, Bidders List, Disparity Studies, and Other Evidence*. A summary of these considered follows:

Past DBE Goal Attainments

CCTS has experienced challenges in attaining its DBE goal for the past three federal fiscal years; the following table reflects the historical DBE participation on FTA-assisted contracts awarded by CCTS:

FFY18	FFY19	FFY20
0.0%	0.0%	0.0%
Median DBE Participation: 0.0%		

Median for the past DBE participation on CCTS projects was 0.0 percent and is lower than the Base Figure derived from Step 1; therefore an adjustment is made based on past DBE participation.

Majority of the capital program funds were for contracted transit operations; once the contract was awarded, there were no additional opportunities for the following years to meet the DBE goal. While the contractor utilized a subcontractor, the amount was not sufficient to meet the DBE goal for the year. In addition, the other three projects were delayed as much of the staff time was dedicated towards the transition of the new transit operations contractor. Furthermore, staff could not proceed with the projects as the funds have yet to be programmed in the federal grants. Together these three factors constrained CCTS’ ability to proceed with all of the federally funded projects and limited its ability to obtain its overall DBE goal.

While CCTS will make every effort to address the aforementioned limitations, CCTS expects to have similar contracting opportunities in the up-coming triennial cycle as previously proposed. In addition, majority of the funds have yet to be programmed. Therefore, CCTS has considered an adjustment to the Base Figure and it is calculated in accordance with FTA guidance by averaging the Base Figure with the Median DBE past attainment as show below:

$$\text{Adjusted Base Figure} = \frac{1\% (\text{Base Figure}) + 0\% (\text{Median Attainment})}{2}$$

The formula resulted in a proposed adjustment (decrease) to the Base Figure from 1% to .5%.

City of Corona Transit System's Bidders List

CCTS does not have a bidders list at this time, however CCTS will work to build and maintain a Bidder's List that can be utilized for future goal development. Bidders List will be developed based on the guidelines in CCTS' DBE Plan. CCTS has not made a further adjustment to the base figure based on a Bidder's List.

Evidence from Disparity Studies

CCTS did not find it feasible to conduct its own independent availability/disparity study. CCTS staff did review and consider the following studies available during the evaluation of adjustment of the Base Figures: 2016 Disparity Study available through California Department of Transportation (Caltrans) and the LA Metro 2017 Disparity Study.

Caltrans study is not applicable due to the following factors: study covers the entire state of California rather than focusing on a market area similar to CCTS; and their contracting opportunities differ from CCTS such that they focused on construction and engineering contract which do not coincide with types of opportunities available in the upcoming triennial period by CCTS.

Metro's study also emphasizes on large and complex projects such as Caltrans which are not similar in scope to the types of projects that CCTS will conduct. The study also indicated majority of Metro's contracting opportunities went to locations in the Los Angeles; as such LA County is considered as Metro's geographical market area. When calculating the base figure in Step 1, CCTS considered including LA County in CCTS' market area however this further reduced the DBE availability percentage.

Both of the studies vary in scope and not relevant to CCTS's federally-assistance contracting opportunities, therefore CCTS did not make an adjustment under this factor at this time. CCTS will continue to review applicable Disparity Studies as they become available and apply the appropriate adjustments to the DBE Program.

Other Evidence

CCTS is not in possession of other information nor aware of any other factors or adverse considerations that would have a material effect on DBE's availability within CCTS market area, or on DBEs ability to participate in CCTS' FTA-assisted contracting opportunities. Therefore, no goal adjustment was in consideration of this factor. However, during this triennial goal, CCTS will explore and consider all available evidence that would materially affect the opportunities for DBEs to form, grow, and compete in CCTS's FTA-assisted contracting programs.

Goal Adjustments

After considering the above factors, the Base Figure of 1% was adjusted, resulting in **CCTS' Overall DBE goal for Fiscal Years 2021-2023 of .5%**.

V. PROPOSED OVERALL DBE GOAL

The Overall DBE Goal for FFY 2021-2023 for the City of Corona Transit System's FTA-assisted contracts is .5%. The Overall Goal is expressed as a percentage of all DOT-assisted funds that CCTS will expend in applicable DOT-assisted contracts in the given federal fiscal years.

The goal further serves to identify the relative availability of DBE's based on evidence of ready willing, and able DBE's to all comparable firms, which are known to be available to compete for and perform on the City of Corona Transit System's DOT-assisted contracts. In addition, as part of the prescribed goal-setting methodology, CCTS must project the percentage of its Proposed Overall DBE Goal that can be met utilizing race-neutral and race-conscious measures.

In conformance with Title 49 CFR Part 26; "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" and in further response to FTA Notices issued to Public Transportation Providers regarding DOT's DBE Program and Race-Neutral Policy Implementation Guidance, CCTS intends to implement a **strictly Race-Neutral Overall DBE Goal for FFY 2021-2023**, due to the absence of readily available evidence of discrimination and its effects in its marketplace.

VI. RACE-NEUTRAL MEASURES

The CCTS will implement Race-Neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51, including but not limited to:

- Reaching out to DBE's under California Unified Certification Program, arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Providing information and communications programs on contracting procedures and specific contract opportunities.

A. Small Business Element

The City's DBE Program includes elements to facilitate competition by small businesses in the CCTS contracts as prime contractors or subcontractors. These elements include informational outreach on the City's website, business development references, contract language for small business primes and goals for subcontracting opportunities. The DBE Program includes details of the City's efforts to Foster Small Business Participation.

VII. PUBLIC PARTICIPATION

A. Consultation

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business chambers, and community organizations within the CCTS' market area were consulted and provided an opportunity to review the triennial goal analysis and provide input (see Attachment 1). CCTS reached out to the following community organizations to solicit their comments regarding the 2021-2023 Triennial DBE Goal:

- Inland Empire Women's Business Center
- Businesswomen's Association of San Bernardino County
- Orange County Small Business Development Center
- Southern California Minority Supplier Development Council
- Greater Riverside Hispanic Chamber of Commerce
- Asian Business Association
- Riverside County Black Chamber of Commerce
- Inland Empire Small Business Development Center
- Greater Riverside Chamber of Commerce
- Corona Chamber of Commerce
- San Bernardino Area Chamber of Commerce
- Orange County Chamber of Commerce

Organizations were contacted via email to discuss the proposed goal methodology, whereas, the organizations were provided the synopsis of the DBE Goal (see Attachment 2). Any interested parties were then provided the complete Overall DBE Goal & Methodology. CCTS did not receive any comments from the outreach efforts.

B. Public Notice

CCTS will also post a Public Notice announcing the proposed Overall Goal for the FFY 2021-2023 FTA-assisted contracts on its official internet website; CCTS has elected to utilize its official website as the publication site. Such Notice will inform the public that the proposed goal and rationale are available for inspection at the City of Corona Transit System's principal office during normal business hours for 30 days following the date of the Public Notice and that CCTS will accept comments on the goal analysis for 30 days from the date of the Public Notice. CCTS will give full consideration to all comments and input and assess its impact on the proposed Overall DBE Goal. If no impact and/or comments are received during the public participation process, the Goal will be considered final. If there are comments, the City will respond in accordance with the DBE Program.

CCTS reached out to the following community organizations to solicit their comments regarding the 2021-2023 Triennial DBE Goal:

- Inland Empire Women's Business Center
- Businesswomen's Association of San Bernardino County
- Orange County Small Business Development Center
- Southern California Minority Supplier Development Council
- Greater Riverside Hispanic Chamber of Commerce
- Asian Business Association
- Riverside County Black Chamber of Commerce
- Inland Empire Small Business Development Center
- Greater Riverside Chamber of Commerce
- Corona Chamber of Commerce
- San Bernardino Area Chamber of Commerce
- Orange County Chamber of Commerce

Organizations were contacted by email to discuss the proposed goal methodology. Organizations were provided the opportunity to comment on the goal methodology and the CCTS DBE Program.

Source	Communication	Comment Summary	Response Summary
Inland Empire Women's Business Center https://www.iewbc.org/ 3780 Market St. Riverside, CA 92501	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Businesswomen's Association of San Bernardino County https://nasbc.org/ 330 Sixth St. #201 Redlands, CA 92374	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Orange County Small Business Development Center https://orangecountyebdc.org/ 1300 S. Bristol St., 2nd floor Santa Ana, CA 92704	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Southern California Minority Supplier Development Council https://www.scmssc.org/ 800 W. 6th St. #830 Los Angeles, CA 90017	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Greater Riverside Hispanic Chamber of Commerce https://greaterriversidehispanicchamberofcommerce.org/	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Asian Business Association https://www.abala.org Corona, CA 92878	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Riverside County Black Chamber of Commerce https://riversidecountybcc.org/ 2060 Chicago Ave. # A13 Riverside, CA 92507	Initial email sent 7/2/20 sent follow-up email 7/17/20, original email was undeliverable	No comments received 8/5/20 - email copy of the public notice	7/17 Follow-up email to Pepi Jackson, president pepi@riversidecountybcc.org NA
Inland Empire Small Business Development Center https://inlandempireebdc.org/ 3780 Market St. Riverside, CA 92501	Tried to send initial email through website on 7/2 but undeliverable; had left voicemail. Received call back 7/6; provided consultant name & email.	7/6/20 Sent synopsis of the DBE Goal to email provided; received response back; sent the DBE Overall Goal & Methodology Phone appointment with consultant 7/9/20 @ 11am 8/5/20 - email copy of the public notice	No comments on the DBE Goal Methodology however are partnering to provide educational services to small businesses wishing to become DBE certified, transit projects opportunities in the next triennial period and connecting with prime contractors for subcontracting opportunities
Greater Riverside Chamber of Commerce http://www.riverside-chamber.com/ 3985 University Ave. Riverside, Ca 92501	Initial email sent 7/2/20 Follow-up email sent 7/17/20	7/17/20 received response back forwarding original email to the CEO/President for follow-up No comments received 8/5/20 - email copy of the public notice	
Corona Chamber of Commerce https://www.mychamber.org/ 904 E. 6th St. Corona, Ca 92879	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	
San Bernardino Area Chamber of Commerce http://www.sbchamber.org/ 546 W. 6th St. San Bernardino, CA 92410	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	
Orange County Chamber of Commerce https://www.orangechamber.com/ 635 S. Main St. Suite 200-310 Orange, CA 99268	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	

CCTS TRIENNIAL DBE GOAL

City of Corona Transit System (CCTS) is in the process of preparing their Triennial Overall Disadvantaged Business Enterprise (DBE) Goal for the upcoming triennial period (October 1, 2020 through September 30, 2023).

Overall DBE Goal

- As a direct recipient of Federal Transit Administration (FTA) funding, CCTS is required to have a DBE program to increase the participation of DBEs in federally aided contracts.
- The purpose of the DBE goal-setting process is to level the playing field so that DBEs can complete fairly for FTA-Associated contracts.
- The proposed overall DBE goal for Federal Fiscal Years 2021-2023 for CCTS's FTA-assisted contracts is .5%
- CCTS intends to use race-neutral methods to meet the overall DBE goal.

Project Goal

The Overall DBE Goal reflects the relative availability of DBEs and all comparable businesses available to compare within the market area.

DBE & Small Business Participation

CCTS plans to incorporate the following strategies to foster small business participation in its contracting process:

- Breaking out procurements or unbundling procurement actions to provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate.
- For procurements that require competition, the City will seek out small businesses to compete for these procurement actions by actively including DBE and non-DBE small business firms on the solicitation lists.
- For micro purchases that do not require competition, seeking out DBE and non-DBE small business firms to satisfy these requirements.

Race-Neutral Measures

CCTS plans to implement the following race-neutral measures for FFY 2021-2023 and will continue to explore other options:

- Reaching out to DBE's under California Unified Certification Program, arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Providing information and communications programs on contracting procedures and specific contract opportunities.

Attachment F – City Council Action

Insert approved Resolution.

Attachment G – CUCP Brochure on how to apply for DBE Certification

List of Certifying CUCP DBE Agencies

- **California Department of Transportation
Office of Business and Economic Opportunity**
1823 14th Street
Sacramento, CA 95811
916) 324-1700
- **City of Fresno**
2600 Fresno St., Room 2156
Fresno, CA 93721-3622
(559) 621-1163
- **City of Los Angeles**
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
(213) 847-2684
- **Los Angeles County Metropolitan
Transportation Authority (METRO)**
One Gateway Plaza
Los Angeles, CA 90012
(213) 922-2600
- **San Francisco Bay Area Rapid Transit (BART)**
300 Lakeside Drive, 18th Floor
Oakland, CA 94612
(510) 464-6100
- **San Francisco Municipal Transportation
Agency (SFMTA)**
1 South Van Ness Avenue, 6th Floor
San Francisco, CA 94103
(415) 701-4436
- **San Mateo County Transit District
(SAMTRANS) & Peninsula Corridor Joint
Powers Board (JPB)**
1250 San Carlos Avenue
San Carlos, CA 94070
(650) 508-7939
- **Santa Clara Valley Transportation
Authority (VTA)**
3331 North First Street, Bldg. A
San Jose, CA 95134
(408) 321-5962

List of Certifying CUCP ACDBE Agencies

- **California Department of Transportation
Office of Business and Economic Opportunity**
1823 14th Street
Sacramento, CA 95811
(916) 324-1700
- **City of Los Angeles**
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
(213) 847-2684
- **San Diego Regional Airport Authority
Small Business Development Department**
P. O. Box 82776
San Diego, CA 92138
Ph. (619) 400-2568
(San Diego Concessions Only)
- **San Francisco International Airport (SFO)
Small Business Affairs Office**
P.O. Box 8097
San Francisco, CA 94128
Ph. (650) 821-5021
(SFO Concessions Only)
- **City of Fresno**
2600 Fresno St., Room 2156
Fresno, CA 93721-3622
(559) 621-1163

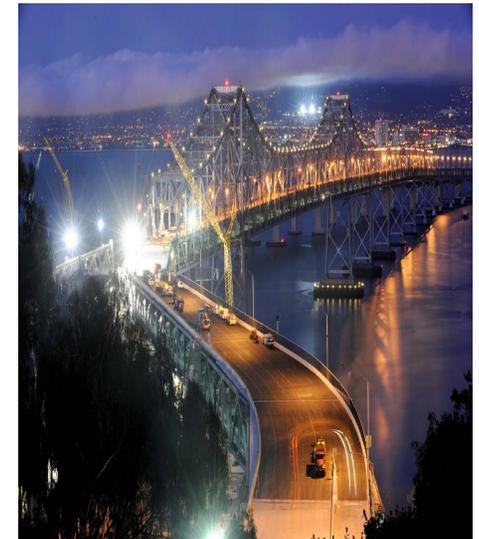
For individuals with disabilities, this document is available in Braille, large print, or computer disc. To obtain a copy in one of these alternative formats, please contact:

California Department of Transportation
Office of Business and Economic Opportunity
Certification Branch
1823 14th Street
Sacramento, CA 95811
(916) 324-1700
TTY: 711
Email address: DBE.Certification@dot.ca.gov

March, 2019



How to apply for Disadvantaged Business Enterprise (DBE) Certification?



California Unified
Certification Program
(CUCP)

What are the main eligibility requirements for DBE certification?

Social and Economic Disadvantage:

A disadvantaged owner must be a U.S. Citizen (or resident alien) and meet the federal definition of socially and economically disadvantaged as defined in the Code of Federal Regulation 49 CFR Part 26.67. Presumptive groups include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.

Personal Net Worth: Only disadvantaged persons having their personal net worth (PNW) of less than \$1.32 million can be considered as a potential qualified DBE.

Business Size Standard: A firm (including affiliates) must be a small business as defined by the U.S. States Small Business Administration. Average annual gross receipts over the previous three fiscal years may not exceed \$23,980,000 (\$56,420,000 for airport concessions in general, with some exceptions). Lower size standards may apply depending on business activity determination.

Ownership: Must be a for-profit small business concern, where socially and economically disadvantaged individual(s) own at least 51 percent interest in the firm.

Independence: The business must not be affiliated with another firm in such a way as to compromise its independence and control.

Management and Control: The DBE owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.

On-Site Visit: The Federal regulations require an on-site review be conducted for all DBE applicants.

How can I apply for DBE certification?

To begin the process, go to the Caltrans website at: <http://www.dot.ca.gov/obeo>

Click on the box “Become DBE Certified” and check the boxes as it pertains to your firm. This takes you to the DBE application.

For your convenience, a list of helpful resources is located on the Caltrans website at: <http://www.dot.ca.gov/obeo>

Under the OBEO Links heading click on Disadvantaged Business Enterprise and then DBE Certification Resources. This connects you to the federal regulations, sample DBE application packet, and the application process flowchart. For questions, contact the Caltrans DBE Certification Office at:

(916) 324-1700, Monday—Friday
8:00 a.m.-5:00 p.m. OR
DBE.Certification@dot.ca.gov

Where do I send my application once it has been completed and notarized?

See the list of certifying agencies on the back of this pamphlet and submit your application to the nearest agency in your firm’s geographic location. Include all the required supporting documents as it applies to your firm to ensure completeness of the application package.

If you have any additional questions, please contact the nearest agency to your firm for assistance.

What are the benefits of being DBE certified?

- Certification is recognized by 600 local agencies in California.
- Expands opportunities to participate in federally-funded projects.
- Become accessible to prime contractors needing to fulfill DBE participation goal requirements.
- Listing in official directories such as the DBE database used by prime contractors.
- Increase opportunities to network at events such as procurement fairs and pre-bids.
- Eligible for mentor protégé opportunities such as Caltrans’ CalMentor programs.
- No fees to apply, except the cost of having your application notarized.

Attachment H – Regulations: Title 49 CFR Part 26

PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

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Appendix G to Part 26—Personal Net Worth Statement

AUTHORITY: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, *et seq.* ; 49 U.S.C. 47107, 47113, 47123; Sec. 1101(b), Pub. L. 105-178, 112 Stat. 107, 113.

SOURCE: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

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Subpart A—General

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§26.1 What are the objectives of this part?

This part seeks to achieve several objectives:

(a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

(d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;

(f) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.

(g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

(h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59592, Oct. 2, 2014]

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§26.3 To whom does this part apply?

(a) If you are a recipient of any of the following types of funds, this part applies to you:

(1) Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405.

(2) Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405.

(3) Airport funds authorized by 49 U.S.C. 47101, *et seq.*

(b) [Reserved]

(c) If you are letting a contract, and that contract is to be performed entirely outside the United States, its territories and possessions, Puerto Rico, Guam, or the Northern Marianas Islands, this part does not apply to the contract.

(d) If you are letting a contract in which DOT financial assistance does not participate, this part does not apply to the contract.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59592, Oct. 2, 2014]

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§26.5 What do the terms used in this part mean?

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home state means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Primary industry classification means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Web site: <http://www.census.gov/eos/www/naics/>.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or *SBA* means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a members of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit vehicle manufacturer means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 68 FR 35553, June 16, 2003; 76 FR 5096, Jan. 28, 2011; 79 FR 59592, Oct. 2, 2014]

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§26.7 What discriminatory actions are forbidden?

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

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§26.9 How does the Department issue guidance and interpretations under this part?

(a) Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this part 26 and issued after March 4, 1999 express the official positions and views of the Department of Transportation or any of its operating administrations.

(b) The Secretary of Transportation, Office of the Secretary of Transportation, FHWA, FTA, and FAA may issue written interpretations of or written guidance concerning this part. Written interpretations and guidance are valid, and express the official positions and views of the Department of Transportation or any of its operating administrations, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26.

[72 FR 15617, Apr. 2, 2007]

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§26.11 What records do recipients keep and report?

(a) You must transmit the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to this part, at the intervals stated on the form.

(b) You must continue to provide data about your DBE program to the Department as directed by DOT operating administrations.

(c) You must create and maintain a bidders list.

(1) The purpose of this list is to provide you as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts for use in helping you set your overall goals.

(2) You must obtain the following information about DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts:

(i) Firm name;

(ii) Firm address;

(iii) Firm's status as a DBE or non-DBE;

(iv) Age of the firm; and

(v) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (*e.g.*, less than \$500,000; \$500,000-\$1 million; \$1-2 million; \$2-5 million; etc.) rather than requesting an exact figure from the firm.

(3) You may acquire the information for your bidders list in a variety of ways. For example, you can collect the data from all bidders, before or after the bid due date. You can conduct a survey that will result in statistically sound estimate of the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts. You may combine different data collection approaches (*e.g.*, collect name and address information from all bidders, while conducting a survey with respect to age and gross receipts information).

(d) You must maintain records documenting a firm's compliance with the requirements of this part. At a minimum, you must keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records must be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement. Other certification or compliance related records must be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

(e) The State department of transportation in each UCP established pursuant to §26.81 of this part must report to the Department of Transportation's Office of Civil Rights, by January 1, 2015, and each year thereafter, the percentage and location in the State of certified DBE firms in the UCP Directory controlled by the following:

(1) Women;

(2) Socially and economically disadvantaged individuals (other than women); and

(3) Individuals who are women and are otherwise socially and economically disadvantaged individuals.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 76 FR 5096, Jan. 28, 2011; 79 FR 59593, Oct. 2, 2014]

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§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

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§26.15 How can recipients apply for exemptions or waivers?

(a) You can apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation, FHWA, FTA, or FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

(b) You can apply for a waiver of any provision of Subpart B or C of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate a DBE program

that achieves the objectives of this part by means that may differ from one or more of the requirements of Subpart B or C of this part. To receive a program waiver, you must follow these procedures:

(1) You must apply through the concerned operating administration. The application must include a specific program proposal and address how you will meet the criteria of paragraph (b)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the DBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

(2) Your application must show that—

(i) There is a reasonable basis to conclude that you could achieve a level of DBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or C of this part;

(ii) Conditions in your jurisdiction are appropriate for implementing the proposal;

(iii) Your proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program; and

(iv) Your proposal is consistent with applicable law and program requirements of the concerned operating administration's financial assistance program.

(3) The Secretary has the authority to approve your application. If the Secretary grants your application, you may administer your DBE program as provided in your proposal, subject to the following conditions:

(i) DBE eligibility is determined as provided in subparts D and E of this part, and DBE participation is counted as provided in §26.49;

(ii) Your level of DBE participation continues to be consistent with the objectives of this part;

(iii) There is a reasonable limitation on the duration of your modified program; and

(iv) Any other conditions the Secretary makes on the grant of the waiver.

(4) The Secretary may end a program waiver at any time and require you to comply with this part's provisions. The Secretary may also extend the waiver, if he or she determines that all requirements of paragraphs (b)(2) and (3) of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program.

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Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contracting

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§26.21 Who must have a DBE program?

(a) If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirements of this part:

(1) All FHWA primary recipients receiving funds authorized by a statute to which this part applies;

(2) FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds \$250,000 in FTA funds in a Federal fiscal year;

(3) FAA recipients receiving grants for airport planning or development who will award prime contracts the cumulative total value of which exceeds \$250,000 in FAA funds in a Federal fiscal year.

(b)(1) You must submit a DBE program conforming to this part by August 31, 1999 to the concerned operating administration (OA). Once the OA has approved your program, the approval counts for all of your DOT-assisted programs (except that goals are reviewed by the particular operating administration that provides funding for your DOT-assisted contracts).

(2) You do not have to submit regular updates of your DBE programs, as long as you remain in compliance. However, you must submit significant changes in the program for approval.

(c) You are not eligible to receive DOT financial assistance unless DOT has approved your DBE program and you are in compliance with it and this part. You must continue to carry out your program until all funds from DOT financial assistance have been expended.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 65 FR 68951, Nov. 15, 2000; 79 FR 59593, Oct. 2, 2014]

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§26.23 What is the requirement for a policy statement?

You must issue a signed and dated policy statement that expresses your commitment to your DBE program, states its objectives, and outlines responsibilities for its implementation. You must circulate the statement throughout your organization and to the DBE and non-DBE business communities that perform work on your DOT-assisted contracts.

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§26.25 What is the requirement for a liaison officer?

You must have a DBE liaison officer, who shall have direct, independent access to your Chief Executive Officer concerning DBE program matters. The liaison officer shall be responsible for implementing all aspects of your DBE program. You must also have adequate staff to administer the program in compliance with this part.

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§26.27 What efforts must recipients make concerning DBE financial institutions?

You must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in your community and make reasonable efforts to use these institutions. You must also encourage prime contractors to use such institutions.

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§26.29 What prompt payment mechanisms must recipients have?

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

[68 FR 35553, June 16, 2003]

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§26.31 What information must you include in your DBE directory?

(a) In the directory required under §26.81(g) of this Part, you must list all firms eligible to participate as DBEs in your program. In the listing for each firm, you must include its address, phone number, and the types of work the firm has been certified to perform as a DBE.

(b) You must list each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work. You must make any changes to your current directory entries necessary to meet the requirement of this paragraph (a) by August 26, 2011.

[76 FR 5096, Jan. 28, 2011]

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§26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?

(a) If you determine that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, you must devise appropriate measures to address this overconcentration.

(b) These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which you have determined that non-DBEs are unduly burdened. You may also consider varying your use of contract goals, to the extent consistent with §26.51, to ensure that non-DBEs are not unfairly prevented from competing for subcontracts.

(c) You must obtain the approval of the concerned DOT operating administration for your determination of overconcentration and the measures you devise to address it. Once approved, the measures become part of your DBE program.

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§26.35 What role do business development and mentor-protégé programs have in the DBE program?

(a) You may or, if an operating administration directs you to, you must establish a DBE business development program (BDP) to assist firms in gaining the ability to compete successfully in

the marketplace outside the DBE program. You may require a DBE firm, as a condition of receiving assistance through the BDP, to agree to terminate its participation in the DBE program after a certain time has passed or certain objectives have been reached. See Appendix C of this part for guidance on administering BDP programs.

(b) As part of a BDP or separately, you may establish a “mentor-protégé” program, in which another DBE or non-DBE firm is the principal source of business development assistance to a DBE firm.

(1) Only firms you have certified as DBEs before they are proposed for participation in a mentor-protégé program are eligible to participate in the mentor-protégé program.

(2) During the course of the mentor-protégé relationship, you must:

(i) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than one half of its goal on any contract let by the recipient; and

(ii) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

(3) For purposes of making determinations of business size under this part, you must not treat protégé firms as affiliates of mentor firms, when both firms are participating under an approved mentor-protégé program. See Appendix D of this part for guidance concerning the operation of mentor-protégé programs.

(c) Your BDPs and mentor-protégé programs must be approved by the concerned operating administration before you implement them. Once approved, they become part of your DBE program.

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§26.37 What are a recipient's responsibilities for monitoring the performance of other program participants?

(a) You must implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law). You must set forth these mechanisms in your DBE program.

(b) Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).

(c) This mechanism must provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In your reports of DBE participation to the Department, you must display both commitments and attainments.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003; 76 FR 5097, Jan. 28, 2011]

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§26.39 Fostering small business participation.

(a) Your DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

(b) This element must be submitted to the appropriate DOT operating administration for approval as a part of your DBE program by February 28, 2012. As part of this program element you may include, but are not limited to, the following strategies:

(1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (e.g., \$1 million).

(2) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

(5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

(c) You must actively implement your program elements to foster small business participation. Doing so is a requirement of good faith implementation of your DBE program.

[76 FR 5097, Jan. 28, 2011]

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Subpart C—Goals, Good Faith Efforts, and Counting

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§26.41 What is the role of the statutory 10 percent goal in this program?

(a) The statutes authorizing this program provide that, except to the extent the Secretary determines otherwise, not less than 10 percent of the authorized funds are to be expended with DBEs.

(b) This 10 percent goal is an aspirational goal at the national level, which the Department uses as a tool in evaluating and monitoring DBEs' opportunities to participate in DOT-assisted contracts.

(c) The national 10 percent goal does not authorize or require recipients to set overall or contract goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent.

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§26.43 Can recipients use set-asides or quotas as part of this program?

(a) You are not permitted to use quotas for DBEs on DOT-assisted contracts subject to this part.

(b) You may not set-aside contracts for DBEs on DOT-assisted contracts subject to this part, except that, in limited and extreme circumstances, you may use set-asides when no other method could be reasonably expected to redress egregious instances of discrimination.

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§26.45 How do recipients set overall goals?

(a)(1) Except as provided in paragraph (a)(2) of this section, you must set an overall goal for DBE participation in your DOT-assisted contracts.

(2) If you are a FTA or FAA recipient who reasonably anticipates awarding (excluding transit vehicle purchases) \$250,000 or less in FTA or FAA funds in prime contracts in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA respectively for that fiscal year. However, if you have an existing DBE program, it must remain in effect and you must seek to fulfill the objectives outlined in §26.1.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination. You cannot simply rely on either the 10 percent national goal, your previous overall goal or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) *Step 1.* You must begin your goal setting process by determining a base figure for the relative availability of DBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining all evidence available in your jurisdiction. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the concerned operating administration.

(1) *Use DBE Directories and Census Bureau Data.* Determine the number of ready, willing and able DBEs in your market from your DBE directory. Using the Census Bureau's County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market that perform work in the same NAICS codes. (Information about the CBP data base

may be obtained from the Census Bureau at their web site, www.census.gov/epcd/cbp/view/cbpview.html.) Divide the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in your market.

(2) *Use a bidders list.* Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, you must establish a mechanism (documented in your goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on your DOT-assisted contracts.

(3) *Use data from a disparity study.* Use a percentage figure derived from data in a valid, applicable disparity study.

(4) *Use the goal of another DOT recipient.* If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

(5) *Alternative methods.* Except as otherwise provided in this paragraph, you may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in your market. The exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section, is not an acceptable alternative means of determining the availability of DBEs.

(d) *Step 2.* Once you have calculated a base figure, you must examine all of the evidence available in your jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at your overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

(1) There are many types of evidence that must be considered when adjusting the base figure. These include:

(i) The current capacity of DBEs to perform work in your DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years;

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure; and

(iii) If your base figure is the goal of another recipient, you must adjust it for differences in your local market and your contracting program.

(2) If available, you must consider evidence from related fields that affect the opportunities for DBEs to form, grow and compete. These include, but are not limited to:

(i) Statistical disparities in the ability of DBEs to get the financing, bonding and insurance required to participate in your program;

(ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program.

(3) If you attempt to make an adjustment to your base figure to account for the continuing effects of past discrimination (often called the “but for” factor) or the effects of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

(e) Once you have determined a percentage figure in accordance with paragraphs (c) and (d) of this section, you should express your overall goal as follows:

(1) If you are an FHWA recipient, as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

(2) If you are an FTA or FAA recipient, as a percentage of all FT or FAA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) that you will expend in FTA or FAA-assisted contracts in the three forthcoming fiscal years.

(3) In appropriate cases, the FHWA, FTA or FAA Administrator may permit or require you to express your overall goal as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration.

(i) A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals.

(ii) A project goal covers the entire length of the project to which it applies.

(iii) The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal.

(iv) The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

(f)(1)(i) If you set your overall goal on a fiscal year basis, you must submit it to the applicable DOT operating administration by August 1 at three-year intervals, based on a schedule established by the FHWA, FTA, or FAA, as applicable, and posted on that agency's Web site.

(ii) You may adjust your three-year overall goal during the three-year period to which it applies, in order to reflect changed circumstances. You must submit such an adjustment to the concerned operating administration for review and approval.

(iii) The operating administration may direct you to undertake a review of your goal if necessary to ensure that the goal continues to fit your circumstances appropriately.

(iv) While you are required to submit an overall goal to FHWA, FTA, or FAA only every three years, the overall goal and the provisions of Sec. 26.47(c) apply to each year during that three-year period.

(v) You may make, for informational purposes, projections of your expected DBE achievements during each of the three years covered by your overall goal. However, it is the overall goal itself, and not these informational projections, to which the provisions of section 26.47(c) of this part apply.

(2) If you are a recipient and set your overall goal on a project or grant basis as provided in paragraph (e)(3) of this section, you must submit the goal for review at a time determined by the FHWA, FTA or FAA Administrator, as applicable.

(3) You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through race-neutral and race-conscious measures, respectively (see 26.51(c)).

(4) You are not required to obtain prior operating administration concurrence with your overall goal. However, if the operating administration's review suggests that your overall goal has not been correctly calculated or that your method for calculating goals is inadequate, the operating administration may, after consulting with you, adjust your overall goal or require that you do so. The adjusted overall goal is binding on you. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the operating administration will be guided by goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

(5) If you need additional time to collect data or take other steps to develop an approach to setting overall goals, you may request the approval of the concerned operating administration for an interim goal and/or goal-setting mechanism. Such a mechanism must:

(i) Reflect the relative availability of DBEs in your local market to the maximum extent feasible given the data available to you; and

(ii) Avoid imposing undue burdens on non-DBEs.

(6) Timely submission and operating administration approval of your overall goal is a condition of eligibility for DOT financial assistance.

(7) If you fail to establish and implement goals as provided in this section, you are not in compliance with this part. If you establish and implement goals in a way different from that provided in this part, you are not in compliance with this part. If you fail to comply with this requirement, you are not eligible to receive DOT financial assistance.

(g)(1) In establishing an overall goal, you must provide for consultation and publication. This includes:

(i) Consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review

pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii) A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official Internet Web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official Internet Web site.

(2) At your discretion, you may inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at your principal office and for a 30-day comment period. Notice of the comment period must include addresses to which comments may be sent. The public comment period will not extend the August 1st deadline set in paragraph (f) of this section.

(h) Your overall goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 65 FR 68951, Nov. 15, 2000; 68 FR 35553, June 16, 2003; 75 FR 5536, Feb. 3, 2010; 76 FR 5097, Jan. 28, 2011; 79 FR 59593, Oct. 2, 2014]

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§26.47 Can recipients be penalized for failing to meet overall goals?

(a) You cannot be penalized, or treated by the Department as being in noncompliance with this rule, because your DBE participation falls short of your overall goal, unless you have failed to administer your program in good faith.

(b) If you do not have an approved DBE program or overall goal, or if you fail to implement your program in good faith, you are in noncompliance with this part.

(c) If the awards and commitments shown on your Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, you must do the following in order to be regarded by the Department as implementing your DBE program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and your awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems you have identified in your analysis and to enable you to meet fully your goal for the new fiscal year;

(3)(i) If you are a state highway agency; one of the 50 largest transit authorities as determined by the FTA; or an Operational Evolution Partnership Plan airport or other airport designated by the FAA, you must submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section to the appropriate operating administration for approval. If the operating administration approves the report, you will be regarded as complying with the requirements of this section for the remainder of the fiscal year.

(ii) As a transit authority or airport not meeting the criteria of paragraph (c)(3)(i) of this section, you must retain analysis and corrective actions in your records for three years and make it available to FTA or FAA on request for their review.

(4) FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

(5) You may be regarded as being in noncompliance with this Part, and therefore subject to the remedies in §26.103 or §26.105 of this part and other applicable regulations, for failing to implement your DBE program in good faith if any of the following things occur:

(i) You do not submit your analysis and corrective actions to FHWA, FTA, or FAA in a timely manner as required under paragraph (c)(3) of this section;

(ii) FHWA, FTA, or FAA disapproves your analysis or corrective actions; or

(iii) You do not fully implement the corrective actions to which you have committed or conditions that FHWA, FTA, or FAA has imposed following review of your analysis and corrective actions.

(d) If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011]

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§26.49 How are overall goals established for transit vehicle manufacturers?

(a) If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated.

(1) Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

(2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

(3) FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4) FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

(b) If you are a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall percentage goal.

(1) In setting your overall goal, you should be guided, to the extent applicable, by the principles underlying §26.45. The base from which you calculate this goal is the amount of FTA financial assistance included in transit vehicle contracts you will bid on during the fiscal year in question, less the portion(s) attributable to the manufacturing process performed entirely by the transit vehicle manufacturer's own forces.

(i) You must consider and include in your base figure all domestic contracting opportunities made available to non-DBE firms; and

(ii) You must exclude from this base figure funds attributable to work performed outside the United States and its territories, possessions, and commonwealths.

(iii) In establishing an overall goal, the transit vehicle manufacturer must provide for public participation. This includes consultation with interested parties consistent with §26.45(g).

(2) The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

(c) Transit vehicle manufacturers awarded must comply with the reporting requirements of §26.11 of this part including the requirement to submit the Uniform Report of Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

(d) Transit vehicle manufacturers must implement all other applicable requirements of this part, except those relating to UCPs and DBE certification procedures.

(e) If you are an FHWA or FAA recipient, you may, with FHWA or FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If you choose to do so, then the manufacturers of this equipment must meet the same requirements (including goal approval by FHWA or FAA) as transit vehicle manufacturers must meet in FTA-assisted procurements.

(f) As a recipient you may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

[79 FR 59594, Oct. 2, 2014]

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§26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b) Race-neutral means include, but are not limited to, the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.

(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3) Providing technical assistance and other services;

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to meet through race-neutral means and your basis for that projection. This projection is subject to approval by the concerned operating administration, in conjunction with its review of your overall goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using race-neutral means.

(e) The following provisions apply to the use of contract goals:

(1) You may use contract goals only on those DOT-assisted contracts that have subcontracting possibilities.

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of race-neutral means.

(3) Operating administration approval of each contract goal is not necessarily required. However, operating administrations may review and approve or disapprove any contract goal you establish.

(4) Your contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects of discrimination, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet your entire overall goal for a given year through race-neutral means, you must implement your program without setting contract goals during that year, unless it becomes necessary in order meet your overall goal.

Example to paragraph (f)(1): Your overall goal for Year 1 is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through the use of race-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year 1. However, if part way through Year 1, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year 1, you could begin setting race-conscious DBE contract goals during the remainder of the year as part of your obligation to implement your program in good faith.

(2) If, during the course of any year in which you are using contract goals, you determine that you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If you determine that you will fall short of your overall goal, then you must make appropriate modifications in your use of race-neutral and/or race-conscious measures to allow you to meet the overall goal.

Example to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 percent DBE participation through use of race-neutral measures. You therefore plan to obtain the remaining 7 percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE participation for the year. For contracts let during the remainder of the year, you use contract goals only to the extent necessary to obtain an additional one percent DBE participation. However, if you determine in September that your participation for the year is likely to be only 8 percent total, then you would increase your use of race-neutral and/or race-conscious means during the remainder of the year in order to achieve your overall goal.

(3) If the DBE participation you have obtained by race-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only race-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through race-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using race-neutral means. You simply use race-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) projection for Year VII and, if necessary, resume use of contract goals in that year.

(4) If you obtain DBE participation that exceeds your overall goal in two consecutive years through the use of contract goals (*i.e.*, not through the use of race-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) projection estimates that you will obtain 4 percent DBE participation through race-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (*i.e.*, from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two *consecutive* years of exceeding overall goals.

(g) In any year in which you project meeting part of your goal through race-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in §26.11.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014]

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§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014]

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§26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

Example to paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

(6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example to paragraph (d)(6): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

(7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003; 79 FR 59595, Oct. 2, 2014]

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Subpart D—Certification Standards

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§26.61 How are burdens of proof allocated in the certification process?

(a) In determining whether to certify a firm as eligible to participate as a DBE, you must apply the standards of this subpart.

(b) The firm seeking certification has the burden of demonstrating to you, by a preponderance of the evidence, that it meets the requirements of this subpart concerning group membership or individual disadvantage, business size, ownership, and control.

(c) You must rebuttably presume that members of the designated groups identified in §26.67(a) are socially and economically disadvantaged. This means they do not have the burden of proving to you that they are socially and economically disadvantaged. In order to obtain the benefit of the rebuttable presumption, individuals must submit a signed, notarized statement that they are a member of one of the groups in §26.67(a). Applicants do have the obligation to provide you information concerning their economic disadvantage (see §26.67).

(d) Individuals who are not presumed to be socially and economically disadvantaged, and individuals concerning whom the presumption of disadvantage has been rebutted, have the burden of proving to you, by a preponderance of the evidence, that they are socially and economically disadvantaged. (See Appendix E of this part.)

(e) You must make determinations concerning whether individuals and firms have met their burden of demonstrating group membership, ownership, control, and social and economic disadvantage (where disadvantage must be demonstrated on an individual basis) by considering all the facts in the record, viewed as a whole.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

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§26.63 What rules govern group membership determinations?

(a)(1) If, after reviewing the signed notarized statement of membership in a presumptively disadvantaged group (see §26.61(c)), you have a well founded reason to question the individual's claim of membership in that group, you must require the individual to present additional evidence that he or she is a member of the group.

(2) You must provide the individual a written explanation of your reasons for questioning his or her group membership and a written request for additional evidence as outlined in paragraph (b) of this section.

(3) In implementing this section, you must take special care to ensure that you do not impose a disproportionate burden on members of any particular designated group. Imposing a disproportionate burden on members of a particular group could violate §26.7(b) and/or Title VI of the Civil Rights Act of 1964 and 49 CFR part 21.

(b) In making such a determination, you must consider whether the person has held himself out to be a member of the group over a long period of time prior to application for certification and whether the person is regarded as a member of the group by the relevant community. You may require the applicant to produce appropriate documentation of group membership.

(1) If you determine that an individual claiming to be a member of a group presumed to be disadvantaged is not a member of a designated disadvantaged group, the individual must demonstrate social and economic disadvantage on an individual basis.

(2) Your decisions concerning membership in a designated group are subject to the certification appeals procedure of §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

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§26.65 What rules govern business size determinations?

(a) To be an eligible DBE, a firm (including its affiliates) must be an existing small business, as defined by Small Business Administration (SBA) standards. As a recipient, you must apply current SBA business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts, including the primary industry classification of the applicant.

(b) Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$23.98 million.

(c) The Department adjusts the number in paragraph (b) of this section annually using the Department of Commerce price deflators for purchases by State and local governments as the basis for this adjustment.

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§26.67 What rules determine social and economic disadvantage?

(a) *Presumption of disadvantage.* (1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. You must require applicants to submit a signed, notarized certification that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged.

(2)(i) You must require each individual owner of a firm applying to participate as a DBE, whose ownership and control are relied upon for DBE certification, to certify that he or she has a personal net worth that does not exceed \$1.32 million.

(ii) You must require each individual who makes this certification to support it with a signed, notarized statement of personal net worth, with appropriate supporting documentation. To meet this requirement, you must use the DOT personal net worth form provided in appendix G to this part without change or revision. Where necessary to accurately determine an individual's personal net worth, you may, on a case-by-case basis, require additional financial information from the owner of an applicant firm (e.g., information concerning the assets of the owner's spouse, where needed to clarify whether assets have been transferred to the spouse or when the owner's spouse is involved in the operation of the company). Requests for additional information shall not be unduly burdensome or intrusive.

(iii) In determining an individual's net worth, you must observe the following requirements:

(A) Exclude an individual's ownership interest in the applicant firm;

(B) Exclude the individual's equity in his or her primary residence (except any portion of such equity that is attributable to excessive withdrawals from the applicant firm). The equity is the market value of the residence less any mortgages and home equity loan balances. Recipients must ensure that home equity loan balances are included in the equity calculation and not as a separate liability on the individual's personal net worth form. Exclusions for net worth purposes are not exclusions for asset valuation or access to capital and credit purposes.

(C) Do not use a contingent liability to reduce an individual's net worth.

(D) With respect to assets held in vested pension plans, Individual Retirement Accounts, 401(k) accounts, or other retirement savings or investment programs in which the assets cannot be distributed to the individual at the present time without significant adverse tax or interest consequences, include only the present value of such assets, less the tax and interest penalties that would accrue if the asset were distributed at the present time.

(iv) Notwithstanding any provision of Federal or State law, you must not release an individual's personal net worth statement nor any documents pertaining to it to any third party without the written consent of the submitter. Provided, that you must transmit this information to DOT in any certification appeal proceeding under §26.89 of this part or to any other State to which the individual's firm has applied for certification under §26.85 of this part.

(b) *Rebuttal of presumption of disadvantage.* (1) An individual's presumption of economic disadvantage may be rebutted in two ways.

(i) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section shows that the individual's personal net worth exceeds \$1.32 million, the individual's presumption of economic disadvantage is rebutted. You are not required to have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

Example to paragraph (b)(1)(i): An individual with very high assets and significant liabilities may, in accounting terms, have a PNW of less than \$1.32 million. However, the person's assets collectively (e.g., high income level, a very expensive house, a yacht, extensive real or personal property holdings) may lead a reasonable person to conclude that he or she is not economically disadvantaged. The recipient may rebut the individual's presumption of economic disadvantage under these circumstances, as provided in this section, even though the individual's PNW is less than \$1.32 million.

(ii)(A) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section demonstrates that the individual is able to accumulate substantial wealth, the individual's presumption of economic disadvantage is rebutted. In making this determination, as a certifying agency, you may consider factors that include, but are not limited to, the following:

(1) Whether the average adjusted gross income of the owner over the most recent three year period exceeds \$350,000;

(2) Whether the income was unusual and not likely to occur in the future;

(3) Whether the earnings were offset by losses;

(4) Whether the income was reinvested in the firm or used to pay taxes arising in the normal course of operations by the firm;

(5) Other evidence that income is not indicative of lack of economic disadvantage; and

(6) Whether the total fair market value of the owner's assets exceed \$6 million.

(B) You must have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

(2) If you have a reasonable basis to believe that an individual who is a member of one of the designated groups is not, in fact, socially and/or economically disadvantaged you may, at any time, start a proceeding to determine whether the presumption should be regarded as rebutted with respect to that individual. Your proceeding must follow the procedures of §26.87.

(3) In such a proceeding, you have the burden of demonstrating, by a preponderance of the evidence, that the individual is not socially and economically disadvantaged. You may require the individual to produce information relevant to the determination of his or her disadvantage.

(4) When an individual's presumption of social and/or economic disadvantage has been rebutted, his or her ownership and control of the firm in question cannot be used for purposes of DBE eligibility under this subpart unless and until he or she makes an individual showing of social and/or economic disadvantage. If the basis for rebutting the presumption is a determination that the

individual's personal net worth exceeds \$1.32 million, the individual is no longer eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage, so long as his or her PNW remains above that amount.

(c) *Transfers within two years.* (1) Except as set forth in paragraph (c)(2) of this section, recipients must attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, to a trust a beneficiary of which is an immediate family member, or to the applicant firm for less than fair market value, within two years prior to a concern's application for participation in the DBE program or within two years of recipient's review of the firm's annual affidavit, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.

(2) Recipients must not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(d) *Individual determinations of social and economic disadvantage.* Firms owned and controlled by individuals who are not presumed to be socially and economically disadvantaged (including individuals whose presumed disadvantage has been rebutted) may apply for DBE certification. You must make a case-by-case determination of whether each individual whose ownership and control are relied upon for DBE certification is socially and economically disadvantaged. In such a proceeding, the applicant firm has the burden of demonstrating to you, by a preponderance of the evidence, that the individuals who own and control it are socially and economically disadvantaged. An individual whose personal net worth exceeds \$1.32 million shall not be deemed to be economically disadvantaged. In making these determinations, use the guidance found in Appendix E of this part. You must require that applicants provide sufficient information to permit determinations under the guidance of appendix E of this part.

[79 FR 59596, Oct. 2, 2014]

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§26.69 What rules govern determinations of ownership?

(a) In determining whether the socially and economically disadvantaged participants in a firm own the firm, you must consider all the facts in the record viewed as a whole, including the origin of all assets and how and when they were used in obtaining the firm. All transactions for the establishment and ownership (or transfer of ownership) must be in the normal course of business, reflecting commercial and arms-length practices.

(b) To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals.

(1) In the case of a corporation, such individuals must own at least 51 percent of the each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

(2) In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.

(3) In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.

(c)(1) The firm's ownership by socially and economically disadvantaged individuals, including their contribution of capital or expertise to acquire their ownership interests, must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. Proof of contribution of capital should be submitted at the time of the application. When the contribution of capital is through a loan, there must be documentation of the value of assets used as collateral for the loan.

(2) Insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, mere participation in a firm's activities as an employee, or capitalization not commensurate with the value for the firm.

(3) The disadvantaged owners must enjoy the customary incidents of ownership, and share in the risks and be entitled to the profits and loss commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements. Any terms or practices that give a non-disadvantaged individual or firm a priority or superior right to a firm's profits, compared to the disadvantaged owner(s), are grounds for denial.

(4) Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

Examples to paragraph (c): (i) An individual pays \$100 to acquire a majority interest in a firm worth \$1 million. The individual's contribution to capital would not be viewed as substantial.

(ii) A 51% disadvantaged owner and a non-disadvantaged 49% owner contribute \$100 and \$10,000, respectively, to acquire a firm grossing \$1 million. This may be indicative of a pro forma arrangement that does not meet the requirements of (c)(1).

(iii) The disadvantaged owner of a DBE applicant firm spends \$250 to file articles of incorporation and obtains a \$100,000 loan, but makes only nominal or sporadic payments to repay the loan. This type of contribution is not of a continuing nature.

(d) All securities that constitute ownership of a firm shall be held directly by disadvantaged persons. Except as provided in this paragraph (d), no securities or assets held in trust, or by any guardian for a minor, are considered as held by disadvantaged persons in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by a disadvantaged individual for purposes of determining ownership of the firm, if—

(1) The beneficial owner of securities or assets held in trust is a disadvantaged individual, and the trustee is the same or another such individual; or

(2) The beneficial owner of a trust is a disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same disadvantaged individual is the sole grantor, beneficiary, and trustee.

(e) The contributions of capital or expertise by the socially and economically disadvantaged owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, or mere participation in a firm's activities as an

employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

(f) The following requirements apply to situations in which expertise is relied upon as part of a disadvantaged owner's contribution to acquire ownership:

(1) The owner's expertise must be—

(i) In a specialized field;

(ii) Of outstanding quality;

(iii) In areas critical to the firm's operations;

(iv) Indispensable to the firm's potential success;

(v) Specific to the type of work the firm performs; and

(vi) Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.

(2) The individual whose expertise is relied upon must have a significant financial investment in the firm.

(g) You must always deem as held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual—

(1) As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or

(2) Through inheritance, or otherwise because of the death of the former owner.

(h)(1) You must presume as not being held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-disadvantaged individual or non-DBE firm who is—

(i) Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm;

(ii) Involved in the same or a similar line of business; or

(iii) Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.

(2) To overcome this presumption and permit the interests or assets to be counted, the disadvantaged individual must demonstrate to you, by clear and convincing evidence, that—

(i) The gift or transfer to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(ii) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who provided the gift or transfer.

(i) You must apply the following rules in situations in which marital assets form a basis for ownership of a firm:

(1) When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one spouse, you must deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. You do not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the socially and economically disadvantaged owner of the applicant firm.

(2) A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for DBE certification.

(j) You may consider the following factors in determining the ownership of a firm. However, you must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because—

(1) A socially and economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in paragraph (h) of this section;

(2) There is a provision for the co-signature of a spouse who is not a socially and economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or

(3) Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a socially and economically disadvantaged individual to a spouse who is such an individual. In this case, you must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a socially and economically disadvantaged individual.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59597, Oct. 2, 2014]

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§26.71 What rules govern determinations concerning control?

(a) In determining whether socially and economically disadvantaged owners control a firm, you must consider all the facts in the record, viewed as a whole.

(b) Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms.

(1) In determining whether a potential DBE is an independent business, you must scrutinize relationships with non-DBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) You must consider whether present or recent employer/employee relationships between the disadvantaged owner(s) of the potential DBE and non-DBE firms or persons associated with non-DBE firms compromise the independence of the potential DBE firm.

(3) You must examine the firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential DBE firm.

(4) In considering factors related to the independence of a potential DBE firm, you must consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.

(c) A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the socially and economically disadvantaged owners, without the cooperation or vote of any non-disadvantaged individual, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents as provided for in §26.69(j)(2).

(d) The socially and economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.

(1) A disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).

(2) In a corporation, disadvantaged owners must control the board of directors.

(3) In a partnership, one or more disadvantaged owners must serve as general partners, with control over all partnership decisions.

(e) Individuals who are not socially and economically disadvantaged or immediate family members may be involved in a DBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.

(f) The socially and economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are socially and economically disadvantaged individuals. Such delegations of authority must be revocable, and the socially and economically disadvantaged

owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the socially and economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the socially and economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.

(g) The socially and economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The socially and economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The socially and economically disadvantaged owners must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the firm is insufficient to demonstrate control.

(h) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. If state or local law does not require such a person to have such a license or credential to own and/or control a firm, you must not deny certification solely on the ground that the person lacks the license or credential. However, you may take into account the absence of the license or credential as one factor in determining whether the socially and economically disadvantaged owners actually control the firm.

(i)(1) You may consider differences in remuneration between the socially and economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as a DBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the firm. You may determine that a firm is controlled by its socially and economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm.

(2) In a case where a non-disadvantaged individual formerly controlled the firm, and a socially and economically disadvantaged individual now controls it, you may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-disadvantaged individual remains involved with the firm and continues to receive greater compensation than the disadvantaged individual.

(j) In order to be viewed as controlling a firm, a socially and economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.

(k)(1) A socially and economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not socially and economically disadvantaged individuals) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, you must make a judgment about

the control the socially and economically disadvantaged owner exercises vis-a-vis other persons involved in the business as you do in other situations, without regard to whether or not the other persons are immediate family members.

(2) If you cannot determine that the socially and economically disadvantaged owners—as distinct from the family as a whole—control the firm, then the socially and economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.

(l) Where a firm was formerly owned and/or controlled by a non-disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to a socially and economically disadvantaged individual, and the nondisadvantaged individual remains involved with the firm in any capacity, there is a rebuttable presumption of control by the non-disadvantaged individual unless the disadvantaged individual now owning the firm demonstrates to you, by clear and convincing evidence, that:

(1) The transfer of ownership and/or control to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(2) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a nondisadvantaged individual who formerly owned and/or controlled the firm.

(m) In determining whether a firm is controlled by its socially and economically disadvantaged owners, you may consider whether the firm owns equipment necessary to perform its work. However, you must not determine that a firm is not controlled by socially and economically disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.

(n) You must grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm need demonstrate to you only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. You must not require that the firm be recertified or submit a new application for certification, but you must verify the disadvantaged owner's control of the firm in the additional type of work.

(1) The types of work a firm can perform (whether on initial certification or when a new type of work is added) must be described in terms of the most specific available NAICS code for that type of work. If you choose, you may also, in addition to applying the appropriate NAICS code, apply a descriptor from a classification scheme of equivalent detail and specificity. A correct NAICS code is one that describes, as specifically as possible, the principal goods or services which the firm would provide to DOT recipients. Multiple NAICS codes may be assigned where appropriate. Program participants must rely on, and not depart from, the plain meaning of NAICS code descriptions in determining the scope of a firm's certification. If your Directory does not list types of work for any firm in a manner consistent with this paragraph (a)(1), you must update the Directory entry for that firm to meet the requirements of this paragraph (a)(1) by August 28, 2011.

(2) Firms and recipients must check carefully to make sure that the NAICS codes cited in a certification are kept up-to-date and accurately reflect work which the UCP has determined the firm's owners can control. The firm bears the burden of providing detailed company information the certifying agency needs to make an appropriate NAICS code designation.

(3) If a firm believes that there is not a NAICS code that fully or clearly describes the type(s) of work in which it is seeking to be certified as a DBE, the firm may request that the certifying agency, in its certification documentation, supplement the assigned NAICS code(s) with a clear, specific, and detailed narrative description of the type of work in which the firm is certified. A vague, general, or confusing description is not sufficient for this purpose, and recipients should not rely on such a description in determining whether a firm's participation can be counted toward DBE goals.

(4) A certifier is not precluded from changing a certification classification or description if there is a factual basis in the record. However, certifiers must not make after-the-fact statements about the scope of a certification, not supported by evidence in the record of the certification action.

(o) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licensor is not affiliated with the franchisee or licensee. In determining whether affiliation exists, you should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

(p) In order for a partnership to be controlled by socially and economically disadvantaged individuals, any non-disadvantaged partners must not have the power, without the specific written concurrence of the socially and economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(q) The socially and economically disadvantaged individuals controlling a firm may use an employee leasing company. The use of such a company does not preclude the socially and economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5099, Jan. 28, 2011; 79 FR 59597, Oct. 2, 2014]

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§26.73 What are other rules affecting certification?

(a)(1) Consideration of whether a firm performs a commercially useful function or is a regular dealer pertains solely to counting toward DBE goals the participation of firms that have already been certified as DBEs. Except as provided in paragraph (a)(2) of this section, you must not consider commercially useful function issues in any way in making decisions about whether to certify a firm as a DBE.

(2) You may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.

(b)(1) You must evaluate the eligibility of a firm on the basis of present circumstances. You must not refuse to certify a firm based solely on historical information indicating a lack of ownership

or control of the firm by socially and economically disadvantaged individuals at some time in the past, if the firm currently meets the ownership and control standards of this part.

(2) You must not refuse to certify a firm solely on the basis that it is a newly formed firm, has not completed projects or contracts at the time of its application, has not yet realized profits from its activities, or has not demonstrated a potential for success. If the firm meets disadvantaged, size, ownership, and control requirements of this Part, the firm is eligible for certification.

(c) DBE firms and firms seeking DBE certification shall cooperate fully with your requests (and DOT requests) for information relevant to the certification process. Failure or refusal to provide such information is a ground for a denial or removal of certification.

(d) Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.

(e) An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm—even a DBE firm—cannot be an eligible DBE.

(1) If socially and economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, you may certify the subsidiary if it otherwise meets all requirements of this subpart. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

(2) You may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by socially and economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:

Example 1: Socially and economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.

Example 2: Disadvantaged individuals own 100 percent of the holding company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.

Example 3: Disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so you may certify the subsidiary, if all other requirements are met.

Example 4: Same as Example 2 or 3, but someone other than the socially and economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by disadvantaged individuals, through the holding or parent company, you cannot certify it because it fails to meet control requirements.

Example 5: Disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is about 31 percent. This is less than 51 percent, so you cannot certify the subsidiary.

Example 6: The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap of §26.65(b). Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(f) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by socially and economically disadvantaged individuals.

(g) You must not require a DBE firm to be prequalified as a condition for certification.

(h) A firm that is owned by an Indian tribe or Native Hawaiian organization, rather than by Indians or Native Hawaiians as individuals, may be eligible for certification. Such a firm must meet the size standards of §26.65. Such a firm must be controlled by socially and economically disadvantaged individuals, as provided in §26.71.

(i) The following special rules apply to the certification of firms related to Alaska Native Corporations (ANCs).

(1) Notwithstanding any other provisions of this subpart, a direct or indirect subsidiary corporation, joint venture, or partnership entity of an ANC is eligible for certification as a DBE if it meets all of the following requirements:

(i) The Settlement Common Stock of the underlying ANC and other stock of the ANC held by holders of the Settlement Common Stock and by Natives and descendants of Natives represents a majority of both the total equity of the ANC and the total voting power of the corporation for purposes of electing directors;

(ii) The shares of stock or other units of common ownership interest in the subsidiary, joint venture, or partnership entity held by the ANC and by holders of its Settlement Common Stock represent a majority of both the total equity of the entity and the total voting power of the entity for the purpose of electing directors, the general partner, or principal officers; and

(iii) The subsidiary, joint venture, or partnership entity has been certified by the Small Business Administration under the 8(a) or small disadvantaged business program.

(2) As a recipient to whom an ANC-related entity applies for certification, you do not use the DOT uniform application form (see Appendix F of this part). You must obtain from the firm documentation sufficient to demonstrate that entity meets the requirements of paragraph (i)(1) of this section. You must also obtain sufficient information about the firm to allow you to administer your program (e.g., information that would appear in your DBE Directory).

(3) If an ANC-related firm does not meet all the conditions of paragraph (i)(1) of this section, then it must meet the requirements of paragraph (h) of this section in order to be certified, on the same basis as firms owned by Indian Tribes or Native Hawaiian Organizations.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003; 76 FR 5099, Jan. 28, 2011; 79 FR 59598, Oct. 2, 2014]

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Subpart E—Certification Procedures

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§26.81 What are the requirements for Unified Certification Programs?

(a) You and all other DOT recipients in your state must participate in a Unified Certification Program (UCP).

(1) Within three years of March 4, 1999, you and the other recipients in your state must sign an agreement establishing the UCP for that state and submit the agreement to the Secretary for approval. The Secretary may, on the basis of extenuating circumstances shown by the recipients in the state, extend this deadline for no more than one additional year.

(2) The agreement must provide for the establishment of a UCP meeting all the requirements of this section. The agreement must specify that the UCP will follow all certification procedures and standards of this part, on the same basis as recipients; that the UCP shall cooperate fully with oversight, review, and monitoring activities of DOT and its operating administrations; and that the UCP shall implement DOT directives and guidance concerning certification matters. The agreement shall also commit recipients to ensuring that the UCP has sufficient resources and expertise to carry out the requirements of this part. The agreement shall include an implementation schedule ensuring that the UCP is fully operational no later than 18 months following the approval of the agreement by the Secretary.

(3) Subject to approval by the Secretary, the UCP in each state may take any form acceptable to the recipients in that state.

(4) The Secretary shall review the UCP and approve it, disapprove it, or remand it to the recipients in the state for revisions. A complete agreement which is not disapproved or remanded within 180 days of its receipt is deemed to be accepted.

(5) If you and the other recipients in your state fail to meet the deadlines set forth in this paragraph (a), you shall have the opportunity to make an explanation to the Secretary why a deadline could not be met and why meeting the deadline was beyond your control. If you fail to make such an explanation, or the explanation does not justify the failure to meet the deadline, the Secretary shall direct you to complete the required action by a date certain. If you and the other recipients fail to carry out this direction in a timely manner, you are collectively in noncompliance with this part.

(b) The UCP shall make all certification decisions on behalf of all DOT recipients in the state with respect to participation in the DOT DBE Program.

(1) Certification decisions by the UCP shall be binding on all DOT recipients within the state.

(2) The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.

(3) All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of this part.

(c) All certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

(e) Subject to DOT approval as provided in this section, the recipients in two or more states may form a regional UCP. UCPs may also enter into written reciprocity agreements with other UCPs. Such an agreement shall outline the specific responsibilities of each participant. A UCP may accept the certification of any other UCP or DOT recipient.

(f) Pending the establishment of UCPs meeting the requirements of this section, you may enter into agreements with other recipients, on a regional or inter-jurisdictional basis, to perform certification functions required by this part. You may also grant reciprocity to other recipient's certification decisions.

(g) Each UCP shall maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this part), the information required by §26.31. The UCP shall make the directory available to the public electronically, on the internet, as well as in print. The UCP shall update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made and shall revise the print version of the Directory at least once a year.

(h) Except as otherwise specified in this section, all provisions of this subpart and subpart D of this part pertaining to recipients also apply to UCPs.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5100, Jan. 28, 2011]

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§26.83 What procedures do recipients follow in making certification decisions?

(a) You must ensure that only firms certified as eligible DBEs under this section participate as DBEs in your program.

(b) You must determine the eligibility of firms as DBEs consistent with the standards of subpart D of this part. When a UCP is formed, the UCP must meet all the requirements of subpart D of this part and this subpart that recipients are required to meet.

(c)(1) You must take all the following steps in determining whether a DBE firm meets the standards of subpart D of this part:

(i) Perform an on-site visit to the firm's principal place of business. You must interview the principal officers and review their résumés and/or work histories. You may interview key personnel of the firm if necessary. You must also perform an on-site visit to job sites if there are such sites on which the firm is working at the time of the eligibility investigation in your jurisdiction or local area. You may rely upon the site visit report of any other recipient with respect to a firm applying for certification;

(ii) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, Articles of Incorporation/Organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued Certificates of Good Standing

(iii) Analyze the bonding and financial capacity of the firm; lease and loan agreements; bank account signature cards;

(iv) Determine the work history of the firm, including contracts it has received, work it has completed; and payroll records;

(v) Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any.

(vi) Obtain or compile a list of the equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program;

(vii) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 3 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service.

(viii) Require potential DBEs to complete and submit an appropriate application form, except as otherwise provided in §26.85 of this part.

(2) You must use the application form provided in Appendix F to this part without change or revision. However, you may provide in your DBE program, with the written approval of the concerned operating administration, for supplementing the form by requesting specified additional information not inconsistent with this part.

(3) You must make sure that the applicant attests to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person who is authorized by State law to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(4) You must review all information on the form prior to making a decision about the eligibility of the firm. You may request clarification of information contained in the application at any time in the application process.

(d) When another recipient, in connection with its consideration of the eligibility of a firm, makes a written request for certification information you have obtained about that firm (e.g., including application materials or the report of a site visit, if you have made one to the firm), you must promptly make the information available to the other recipient.

(e) [Reserved]

(f) Subject to the approval of the concerned operating administration as part of your DBE program, you may impose a reasonable application fee for certification. Fee waivers shall be made in appropriate cases.

(g) You must safeguard from disclosure to unauthorized persons information gathered as part of the certification process that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable Federal, state, and local law.

(h)(1) Once you have certified a DBE, it shall remain certified until and unless you have removed its certification, in whole or in part, through the procedures of §26.87 of this part, except as provided in §26.67(b)(1) of this part.

(2) You may not require DBEs to reapply for certification or undergo a recertification process. However, you may conduct a certification review of a certified DBE firm, including a new on-site review, if appropriate in light of changed circumstances (e.g., of the kind requiring notice under paragraph (i) of this section or relating to suspension of certification under §26.88), a complaint, or other information concerning the firm's eligibility. If information comes to your attention that leads you to question the firm's eligibility, you may conduct an on-site review on an unannounced basis, at the firm's offices and job sites.

(i) If you are a DBE, you must inform the recipient or UCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form.

(1) Changes in management responsibility among members of a limited liability company are covered by this requirement.

(2) You must attach supporting documentation describing in detail the nature of such changes.

(3) The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under §26.109(c).

(j) If you are a DBE, you must provide to the recipient, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the recipient under paragraph (i) of this section. The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts (e.g., submission of Federal tax returns). If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

(k) If you are a recipient, you must make decisions on applications for certification within 90 days of receiving from the applicant firm all information required under this part. You may extend this time period once, for no more than an additional 60 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. You may establish a different time frame in your DBE program, upon a showing that this time frame is not feasible, and subject to the approval of the concerned operating administration. Your failure to make a decision by the applicable deadline under this paragraph is deemed a constructive denial of the application, on the basis of which the firm may appeal to DOT under §26.89.

(l) As a recipient or UCP, you must advise each applicant within 30 days from your receipt of the application whether the application is complete and suitable for evaluation and, if not, what additional information or action is required.

(m) Except as otherwise provided in this paragraph, if an applicant for DBE certification withdraws its application before you have issued a decision on the application, the applicant can resubmit the application at any time. As a recipient or UCP, you may not apply the waiting period

provided under §26.86(c) of this part before allowing the applicant to resubmit its application. However, you may place the reapplication at the “end of the line,” behind other applications that have been made since the firm's previous application was withdrawn. You may also apply the waiting period provided under §26.86(c) of this part to a firm that has established a pattern of frequently withdrawing applications before you make a decision.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003; 76 FR 5100, Jan. 28, 2011; 79 FR 59598, Oct. 2, 2014]

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§26.85 Interstate certification.

(a) This section applies with respect to any firm that is currently certified in its home state.

(b) When a firm currently certified in its home state (“State A”) applies to another State (“State B”) for DBE certification, State B may, at its discretion, accept State A's certification and certify the firm, without further procedures.

(1) To obtain certification in this manner, the firm must provide to State B a copy of its certification notice from State A.

(2) Before certifying the firm, State B must confirm that the firm has a current valid certification from State A. State B can do so by reviewing State A's electronic directory or obtaining written confirmation from State A.

(c) In any situation in which State B chooses not to accept State A's certification of a firm as provided in paragraph (b) of this section, as the applicant firm you must provide the information in paragraphs (c)(1) through (4) of this section to State B.

(1) You must provide to State B a complete copy of the application form, all supporting documents, and any other information you have submitted to State A or any other state related to your firm's certification. This includes affidavits of no change (see §26.83(j)) and any notices of changes (see §26.83(i)) that you have submitted to State A, as well as any correspondence you have had with State A's UCP or any other recipient concerning your application or status as a DBE firm.

(2) You must also provide to State B any notices or correspondence from states other than State A relating to your status as an applicant or certified DBE in those states. For example, if you have been denied certification or decertified in State C, or subject to a decertification action there, you must inform State B of this fact and provide all documentation concerning this action to State B.

(3) If you have filed a certification appeal with DOT (see §26.89), you must inform State B of the fact and provide your letter of appeal and DOT's response to State B.

(4) You must submit an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States.

(i) This affidavit must affirm that you have submitted all the information required by 49 CFR 26.85(c) and the information is complete and, in the case of the information required by §26.85(c)(1), is an identical copy of the information submitted to State A.

(ii) If the on-site report from State A supporting your certification in State A is more than three years old, as of the date of your application to State B, State B may require that your affidavit also affirm that the facts in the on-site report remain true and correct.

(d) As State B, when you receive from an applicant firm all the information required by paragraph (c) of this section, you must take the following actions:

(1) Within seven days contact State A and request a copy of the site visit review report for the firm (see §26.83(c)(1)), any updates to the site visit review, and any evaluation of the firm based on the site visit. As State A, you must transmit this information to State B within seven days of receiving the request. A pattern by State B of not making such requests in a timely manner or by "State A" or any other State of not complying with such requests in a timely manner is noncompliance with this Part.

(2) Determine whether there is good cause to believe that State A's certification of the firm is erroneous or should not apply in your State. Reasons for making such a determination may include the following:

(i) Evidence that State A's certification was obtained by fraud;

(ii) New information, not available to State A at the time of its certification, showing that the firm does not meet all eligibility criteria;

(iii) State A's certification was factually erroneous or was inconsistent with the requirements of this part;

(iv) The State law of State B requires a result different from that of the State law of State A.

(v) The information provided by the applicant firm did not meet the requirements of paragraph (c) of this section.

(3) If, as State B, unless you have determined that there is good cause to believe that State A's certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice that it is certified and place the firm on your directory of certified firms.

(4) If, as State B, you have determined that there is good cause to believe that State A's certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice stating the reasons for your determination.

(i) This notice must state with particularity the specific reasons why State B believes that the firm does not meet the requirements of this Part for DBE eligibility and must offer the firm an opportunity to respond to State B with respect to these reasons.

(ii) The firm may elect to respond in writing, to request an in-person meeting with State B's decision maker to discuss State B's objections to the firm's eligibility, or both. If the firm requests a meeting, as State B you must schedule the meeting to take place within 30 days of receiving the firm's request.

(iii) The firm bears the burden of demonstrating, by a preponderance of evidence, that it meets the requirements of this Part with respect to the particularized issues raised by State B's notice. The firm is not otherwise responsible for further demonstrating its eligibility to State B.

(iv) The decision maker for State B must be an individual who is thoroughly familiar with the provisions of this Part concerning certification.

(v) State B must issue a written decision within 30 days of the receipt of the written response from the firm or the meeting with the decision maker, whichever is later.

(vi) The firm's application for certification is stayed pending the outcome of this process.

(vii) A decision under this paragraph (d)(4) may be appealed to the Departmental Office of Civil Rights under s§26.89 of this part.

(e) As State B, if you have not received from State A a copy of the site visit review report by a date 14 days after you have made a timely request for it, you may hold action required by paragraphs (d)(2) through (4) of this section in abeyance pending receipt of the site visit review report. In this event, you must, no later than 30 days from the date on which you received from an applicant firm all the information required by paragraph (c) of this section, notify the firm in writing of the delay in the process and the reason for it.

(f)(1) As a UCP, when you deny a firm's application, reject the application of a firm certified in State A or any other State in which the firm is certified, through the procedures of paragraph (d)(4) of this section, or decertify a firm, in whole or in part, you must make an entry in the Department of Transportation Office of Civil Rights' (DOCR's) Ineligibility Determination Online Database. You must enter the following information:

(i) The name of the firm;

(ii) The name(s) of the firm's owner(s);

(iii) The type and date of the action;

(iv) The reason for the action.

(2) As a UCP, you must check the DOCR Web site at least once every month to determine whether any firm that is applying to you for certification or that you have already certified is on the list.

(3) For any such firm that is on the list, you must promptly request a copy of the listed decision from the UCP that made it. As the UCP receiving such a request, you must provide a copy of the decision to the requesting UCP within 7 days of receiving the request. As the UCP receiving the decision, you must then consider the information in the decision in determining what, if any, action to take with respect to the certified DBE firm or applicant.

(g) You must implement the requirements of this section beginning January 1, 2012.

[76 FR 5100, Jan. 28, 2011]

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§26.86 What rules govern recipients' denials of initial requests for certification?

(a) When you deny a request by a firm, which is not currently certified with you, to be certified as a DBE, you must provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based must be made available to the applicant, on request.

(b) [Reserved]

(c) When a firm is denied certification, you must establish a time period of no more than twelve months that must elapse before the firm may reapply to the recipient for certification. You may provide, in your DBE program, subject to approval by the concerned operating administration, a shorter waiting period for reapplication. The time period for reapplication begins to run on the date the explanation required by paragraph (a) of this section is received by the firm. An applicant's appeal of your decision to the Department pursuant to §26.89 does not extend this period.

(d) When you make an administratively final denial of certification concerning a firm, the firm may appeal the denial to the Department under §26.89.

[64 FR 5126, Feb. 2, 1999. Redesignated and amended at 68 FR 35555, June 16, 2003; 79 FR 59598, Oct. 2, 2014]

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§26.87 What procedures does a recipient use to remove a DBE's eligibility?

(a) *Ineligibility complaints.* (1) Any person may file with you a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).

(2) You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.

(3) If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) *Recipient-initiated proceedings.* If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) *DOT directive to initiate proceeding.* (1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.

(2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

(3) You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) *Hearing.* When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

(1) In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.

(2) You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.

(3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.

(e) *Separation of functions.* You must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1) Your method of implementing this requirement must be made part of your DBE program.

(2) The decisionmaker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.

(3) Before a UCP is operational in its state, a small airport or small transit authority (*i.e.*, an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

(f) *Grounds for decision.* You may base a decision to remove a firm's eligibility only on one or more of the following grounds:

(1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;

(2) Information or evidence not available to you at the time the firm was certified;

(3) Information relevant to eligibility that has been concealed or misrepresented by the firm;

(4) A change in the certification standards or requirements of the Department since you certified the firm;

(5) Your decision to certify the firm was clearly erroneous;

(6) The firm has failed to cooperate with you (see §26.109(c));

(7) The firm has exhibited a pattern of conduct indicating its involvement in attempts to subvert the intent or requirements of the DBE program (see §26.73(a)(2)); or

(8) The firm has been suspended or debarred for conduct related to the DBE program. The notice required by paragraph (g) of this section must include a copy of the suspension or debarment action. A decision to remove a firm for this reason shall not be subject to the hearing procedures in paragraph (d) of this section.

(g) *Notice of decision.* Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under §26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding. Provided that, when sending such a notice to a complainant other than a DOT operating administration, you must not include information reasonably construed as confidential business information without the written consent of the firm that submitted the information.

(h) [Reserved]

(i) *Status of firm during proceeding.* (1) A firm remains an eligible DBE during the pendency of your proceeding to remove its eligibility.

(2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

(j) *Effects of removal of eligibility.* When you remove a firm's eligibility, you must take the following action:

(1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime

contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.

(2) If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal, but may count toward the contract goal.

(3) *Exception:* If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

(k) *Availability of appeal.* When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003; 76 FR 5101, Jan. 28, 2011; 79 FR 59599, Oct. 2, 2014]

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§26.88 Summary suspension of certification.

(a) A recipient shall immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) of this part when an individual owner whose ownership and control of the firm are necessary to the firm's certification dies or is incarcerated.

(b)(1) A recipient may immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) when there is adequate evidence to believe that there has been a material change in circumstances that may affect the eligibility of the DBE firm to remain certified, or when the DBE fails to notify the recipient or UCP in writing of any material change in circumstances as required by §26.83(i) of this part or fails to timely file an affidavit of no change under §26.83(j).

(2) In determining the adequacy of the evidence to issue a suspension under paragraph (b)(1) of this section, the recipient shall consider all relevant factors, including how much information is available, the credibility of the information and allegations given the circumstances, whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result.

(c) The concerned operating administration may direct the recipient to take action pursuant to paragraph (a) or (b) this section if it determines that information available to it is sufficient to warrant immediate suspension.

(d) When a firm is suspended pursuant to paragraph (a) or (b) of this section, the recipient shall immediately notify the DBE of the suspension by certified mail, return receipt requested, to the last known address of the owner(s) of the DBE.

(e) Suspension is a temporary status of ineligibility pending an expedited show cause hearing/proceeding under §26.87 of this part to determine whether the DBE is eligible to participate in the program and consequently should be removed. The suspension takes effect when the DBE receives, or is deemed to have received, the Notice of Suspension.

(f) While suspended, the DBE may not be considered to meet a contract goal on a new contract, and any work it does on a contract received during the suspension shall not be counted toward a recipient's overall goal. The DBE may continue to perform under an existing contract executed before the DBE received a Notice of Suspension and may be counted toward the contract goal during the period of suspension as long as the DBE is performing a commercially useful function under the existing contract.

(g) Following receipt of the Notice of Suspension, if the DBE believes it is no longer eligible, it may voluntarily withdraw from the program, in which case no further action is required. If the DBE believes that its eligibility should be reinstated, it must provide to the recipient information demonstrating that the firm is eligible notwithstanding its changed circumstances. Within 30 days of receiving this information, the recipient must either lift the suspension and reinstate the firm's certification or commence a decertification action under §26.87 of this part. If the recipient commences a decertification proceeding, the suspension remains in effect during the proceeding.

(h) The decision to immediately suspend a DBE under paragraph (a) or (b) of this section is not appealable to the US Department of Transportation. The failure of a recipient to either lift the suspension and reinstate the firm or commence a decertification proceeding, as required by paragraph (g) of this section, is appealable to the U.S. Department of Transportation under §26.89 of this part, as a constructive decertification.

[79 FR 59599, Oct. 2, 2014]

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§26.89 What is the process for certification appeals to the Department of Transportation?

(a)(1) If you are a firm that is denied certification or whose eligibility is removed by a recipient, including SBA-certified firms, you may make an administrative appeal to the Department.

(2) If you are a complainant in an ineligibility complaint to a recipient (including the concerned operating administration in the circumstances provided in §26.87(c)), you may appeal to the Department if the recipient does not find reasonable cause to propose removing the firm's eligibility or, following a removal of eligibility proceeding, determines that the firm is eligible.

(3) Send appeals to the following address: U.S. Department of Transportation, Departmental Office of Civil Rights, 1200 New Jersey Avenue SE., Washington, DC 20590-0001.

(b) Pending the Department's decision in the matter, the recipient's decision remains in effect. The Department does not stay the effect of the recipient's decision while it is considering an appeal.

(c) If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and setting forth a full and specific statement as to why the decision is erroneous, what significant fact that the recipient failed to consider, or what provisions of this Part the recipient did not properly apply. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal or in the interest of justice.

(d) When it receives an appeal, the Department requests a copy of the recipient's complete administrative record in the matter. If you are the recipient, you must provide the administrative record, including a hearing transcript, within 20 days of the Department's request. The Department

may extend this time period on the basis of a recipient's showing of good cause. To facilitate the Department's review of a recipient's decision, you must ensure that such administrative records are well organized, indexed, and paginated. Records that do not comport with these requirements are not acceptable and will be returned to you to be corrected immediately. If an appeal is brought concerning one recipient's certification decision concerning a firm, and that recipient relied on the decision and/or administrative record of another recipient, this requirement applies to both recipients involved.

(e) The Department makes its decision based solely on the entire administrative record as supplemented by the appeal. The Department does not make a de novo review of the matter and does not conduct a hearing. The Department may also supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, State, or local law enforcement authorities; officials of a DOT operating administration or other appropriate DOT office; a recipient; or a firm or other private party.

(f) As a recipient, when you provide supplementary information to the Department, you shall also make this information available to the firm and any third-party complainant involved, consistent with Federal or applicable state laws concerning freedom of information and privacy. The Department makes available, on request by the firm and any third-party complainant involved, any supplementary information it receives from any source.

(1) The Department affirms your decision unless it determines, based on the entire administrative record, that your decision is unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification.

(2) If the Department determines, after reviewing the entire administrative record, that your decision was unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification, the Department reverses your decision and directs you to certify the firm or remove its eligibility, as appropriate. You must take the action directed by the Department's decision immediately upon receiving written notice of it.

(3) The Department is not required to reverse your decision if the Department determines that a procedural error did not result in fundamental unfairness to the appellant or substantially prejudice the opportunity of the appellant to present its case.

(4) If it appears that the record is incomplete or unclear with respect to matters likely to have a significant impact on the outcome of the case, the Department may remand the record to you with instructions seeking clarification or augmentation of the record before making a finding. The Department may also remand a case to you for further proceedings consistent with Department instructions concerning the proper application of the provisions of this part.

(5) The Department does not uphold your decision based on grounds not specified in your decision.

(6) The Department's decision is based on the status and circumstances of the firm as of the date of the decision being appealed.

(7) The Department provides written notice of its decision to you, the firm, and the complainant in an ineligibility complaint. A copy of the notice is also sent to any other recipient whose administrative record or decision has been involved in the proceeding (see paragraph (d) of this section). The Department will also notify the SBA in writing when DOT takes an action on an appeal that results in or confirms a loss of eligibility to any SBA-certified firm. The notice includes the

reasons for the Department's decision, including specific references to the evidence in the record that supports each reason for the decision.

(8) The Department's policy is to make its decision within 180 days of receiving the complete administrative record. If the Department does not make its decision within this period, the Department provides written notice to concerned parties, including a statement of the reason for the delay and a date by which the appeal decision will be made.

(g) All decisions under this section are administratively final, and are not subject to petitions for reconsideration.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35556, June 16, 2003; 73 FR 33329, June 12, 2008; 79 FR 59599, Oct. 2, 2014]

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§26.91 What actions do recipients take following DOT certification appeal decisions?

(a) If you are the recipient from whose action an appeal under §26.89 is taken, the decision is binding. It is not binding on other recipients.

(b) If you are a recipient to which a DOT determination under §26.89 is applicable, you must take the following action:

(1) If the Department determines that you erroneously certified a firm, you must remove the firm's eligibility on receipt of the determination, without further proceedings on your part. Effective on the date of your receipt of the Department's determination, the consequences of a removal of eligibility set forth in §26.87(i) take effect.

(2) If the Department determines that you erroneously failed to find reasonable cause to remove the firm's eligibility, you must expeditiously commence a proceeding to determine whether the firm's eligibility should be removed, as provided in §26.87.

(3) If the Department determines that you erroneously declined to certify or removed the eligibility of the firm, you must certify the firm, effective on the date of your receipt of the written notice of Department's determination.

(4) If the Department determines that you erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, you must take appropriate corrective action as determined by the Department.

(5) If the Department affirms your determination, no further action is necessary.

(c) Where DOT has upheld your denial of certification to or removal of eligibility from a firm, or directed the removal of a firm's eligibility, other recipients with whom the firm is certified may commence a proceeding to remove the firm's eligibility under §26.87. Such recipients must not remove the firm's eligibility absent such a proceeding. Where DOT has reversed your denial of certification to or removal of eligibility from a firm, other recipients must take the DOT action into account in any certification action involving the firm. However, other recipients are not required to certify the firm based on the DOT decision.

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Subpart F—Compliance and Enforcement

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§26.101 What compliance procedures apply to recipients?

(a) If you fail to comply with any requirement of this part, you may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

(b) As provided in statute, you will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because you have been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

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§26.103 What enforcement actions apply in FHWA and FTA programs?

The provisions of this section apply to enforcement actions under FHWA and FTA programs:

(a) *Noncompliance complaints.* Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. If you want to file a complaint, you must do so no later than 180 days after the date of the alleged violation or the date on which you learned of a continuing course of conduct in violation of this part. In response to your written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of your identity as provided in §26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.

(b) *Compliance reviews.* The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

(c) *Reasonable cause notice.* If it appears, from the investigation of a complaint or the results of a compliance review, that you, as a recipient, are in noncompliance with this part, the appropriate DOT office promptly sends you, return receipt requested, a written notice advising you that there is reasonable cause to find you in noncompliance. The notice states the reasons for this finding and directs you to reply within 30 days concerning whether you wish to begin conciliation.

(d) *Conciliation.* (1) If you request conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of your request. The

appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.

(2) If you and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and you are regarded as being in compliance. The conciliation agreement sets forth the measures you have taken or will take to ensure compliance. While a conciliation agreement is in effect, you remain eligible for FHWA or FTA financial assistance.

(3) The concerned operating administration shall monitor your implementation of the conciliation agreement and ensure that its terms are complied with. If you fail to carry out the terms of a conciliation agreement, you are in noncompliance.

(4) If you do not request conciliation, or a conciliation agreement is not signed within the time provided in paragraph (d)(1) of this section, then enforcement proceedings begin.

(e) *Enforcement actions.* (1) Enforcement actions are taken as provided in this subpart.

(2) Applicable findings in enforcement proceedings are binding on all DOT offices.

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§26.105 What enforcement actions apply in FAA programs?

(a) Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

(b) The provisions of §26.103(b) and this section apply to enforcement actions in FAA programs.

(c) Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

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§26.107 What enforcement actions apply to firms participating in the DBE program?

(a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

(d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

(e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5101, Jan. 28, 2011]

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§26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

(a) *Availability of records.* (1) In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

(2) Notwithstanding any provision of Federal or state law, you must not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, you must transmit this information to DOT in any certification appeal proceeding under §26.89 of this part or to any other state to which the individual's firm has applied for certification under §26.85 of this part.

(b) *Confidentiality of information on complainants.* Notwithstanding the provisions of paragraph (a) of this section, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows the procedures of 14 CFR part 16 with respect to confidentiality of information in complaints.

(c) *Cooperation.* All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

(d) *Intimidation and retaliation.* If you are a recipient, contractor, or any other participant in the program, you must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003; 76 FR 5101, Jan. 28, 2011]

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**CITY OF CORONA, CITY OF CORONA TRANSIT SYSTEM
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
OVERALL DBE GOAL AND METHODOLOGY
FEDERAL FISCAL YEARS (FFY) 2021-2023
(Covering the period of October 1, 2020 to September 30, 2023)**

I. INTRODUCTION

City of Corona, City of Corona Transit System (CCTS) herein sets forth its Proposed Overall Disadvantaged Business Enterprise (DBE) Goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal year (FFY) goal period of 2021-2023 (October 1, 2020 through September 30, 2023), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 “Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs”.

The goal setting process consists of two steps. Step one determines the base figure for the relative availability of DBEs. Step two determines what adjustment, if any, may be needed.

II. BACKGROUND

Public agencies receiving U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) assisted funds, who anticipate awarding \$250,000 or more in DOT-assisted contracts, must adopt a three-year Disadvantaged Business Enterprise (DBE) goal. As such, CCTS is required to develop and submit a Triennial Overall DBE Goal for DBE participation as a condition of receiving federal funding for its FTA-assisted projects.

Effective March 3, 2010, the United States Department of Transportation (“DOT”) issued a final rule affecting the implementation and management of the Department’s Disadvantaged Business Enterprise (“DBE”) program. The final rule requires submission of a goal-setting methodology on a three-year cycle. Pursuant to this final rule, CCTS is still required to conduct an annual review to account for changes that may warrant an adjustment to the overall goal or make an adjustment based on changed circumstances (i.e. significant change in the legal standards governing the DBE program, new contracting opportunities presented by the availability of new or different grant opportunities to ensure the goal and program as a whole are narrowly tailored throughout the goal period.

CCTS herein presents its Proposed Overall DBE Goal Methodology for FFY 2021/23 goal period, which resulted in a .5% Overall DBE Goal.

III. DOT-ASSISTED CONTRACTING PROGRAM FOR FFY 2021-2023

Table 1 below represents CCTS’ U.S. DOT-assisted (FTA) contracting program, which includes four (4) projects considered in preparing its Overall DBE Goal-Setting Methodology utilizing the North American Industry Classification System (NAICS) work categories. The projects include: Contracting Services for Dial-A-Ride and Fixed Route Service, Comprehensive Operational Analysis, an Intelligent Transportation System, Bus Stop Amenities and Office Support equipment. These projects are anticipated to be awarded within FFYs 2021-2023. CCTS anticipates spending approximately \$4,730,026 of federal dollars in which there may be DBE contracting opportunities over the three-year term.

Table 1 – FTA-assisted Contracting Opportunities

PROJECT NAME	NAICS CUCP DATABASE	ESTIMATED FEDERAL DOLLAR SHARE	% OF FEDERAL FUNDING*
Contracting Services – Transit Operations	485113, 485991	\$4,000,000	84.6%
Consulting Services – Comprehensive Operations Analysis	541614	\$100,000	2.1%
Intelligent Transportation System	541512, 518210,	\$504,700	10.7%
Digital Land Mobile Radio System	517410	\$105,326	2.2%
Document Translation Services	541930	\$20,000	.4%
TOTAL:		\$4,730,026	100%

IV. GOAL METHODOLOGY

A. Step 1: Determination of a Base Figure (26.45)¹

To establish CCTS’s Base Figure of the relative availability of DBEs to all comparable firms (DBE and Non-DBEs) available to propose on CCTS’s DOT-assisted contracting opportunities projected to be solicited during the triennial goal period, CCTS followed the prescribed federal goal-setting methodologies in accordance with 49 CFR Part 26 regulations. This was accomplished by assessing the *California Unified Certification Program (CUCP) Directory of Certified DBE Firms*

¹ 26.45 represents Title 49 CFR Part 26 regulatory goal setting methodology reference.

and the **2018 U.S. Census Bureau County Business Patterns (CBP) Database**. Comparisons were made within the City of Corona Transit System’s market area (defined as Riverside County, San Bernardino County, and Orange County) and by specified industries and types of businesses identified in Table 1. The City of Corona Transit System’s local market area represents where the substantial majority of the City of Corona Transit System’s contracting dollars are expended and/or where the substantial majority of contractors and subcontractors bids or quotes are received. CCTS also considered LA County into the market area, however doing so decreased the relative DBE availability.

The City of Corona Transit System made a concerted effort to ensure that the scope of businesses included in the numerator was as close as possible to the scope included in the denominator. For corresponding detail of all work category classifications grouped, refer to Table 1.

- ⇒ **For the numerator:** *California UCP DBE Database of Certified Firms*
- ⇒ **For the denominator:** *2018 U.S. Census Bureau’s Business Pattern Database (CBP)*

To determine the relative availability of DBEs, the City of Corona Transit System divided the numerator² representing the ratio of ready, willing and able DBE firms, by the denominator³ representing all firms (DBE and Non-DBEs) available in each work category and same geographical regional. Application of this formula yielded the following baseline information:

$$\frac{\text{Number of Ready, Willing and Able DBEs}}{\text{FIGURE Number of All Available Firms (including DBEs and Non-DBEs)}} = \text{BASE}$$

The Base Figure was further weighted by contract type and corresponding contract value. The Base Figure resulting from this weighted calculation is as follows:

² Numerator represents all DBE firms established within the City’s Market area.

³ Denominator represents all comparable available established firms.

Contracting Services – Transit Operations	Consulting Services – COA
485113 – Bus and Other Motor Vehicle Transit Systems 485991 – Special needs transportation	541614 – Process, Physical Distribution, and Logistics Consulting Services
Base Figure = $\left(84.57\% \frac{(\text{DBEs in } 485113/485991)}{(\text{CBPs in } 485113/485991)} \right)$	Base Figure = $\left(2.11\% \frac{(\text{DBEs in } 541614)}{(\text{CBPs in } 541614)} \right)$
Base Figure = $\left(0.8457 \frac{0}{96} \right)$	Base Figure = $\left(0.0211 \frac{31}{270} \right)$
Base Figure = 0.8457(0.000)	Base Figure = 0.0211(0.115)
Base Figure = 0.000	Base Figure = 0.002
Intelligent Transportation System	Digital Land Mobile Radio System
541512 – Computer Systems Design Services 518210 – Data Processing, Hosting and Related Services	517410 – Satellite telecommunications
Base Figure = $\left(10.67\% \frac{(\text{DBEs in } 541512/518210)}{(\text{CBPs in } 541512/518210)} \right)$	Base Figure = $\left(2.23\% \frac{(\text{DBEs in } 517410)}{(\text{CBPs in } 517410)} \right)$
Base Figure = $\left(0.1067 \frac{131}{1749} \right)$	Base Figure = $\left(0.0223 \frac{0}{24} \right)$
Base Figure = 0.1067(0.075)	Base Figure = 0.0223(0.000)
Base Figure = 0.008	Base Figure = 0.000
Document Translation Services	BASE FIGURE = .000+.002+.008+.000+.001 = .011 = (.011) 100 = 1.104 = 1%* <i>*Rounded to the nearest whole number</i>
541930 – Translation and Interpretation Services	
Base Figure = $\left(0.42\% \frac{(\text{DBEs in } 541930)}{(\text{CBPs in } 541930)} \right)$	
Base Figure = $\left(0.0042 \frac{12}{81} \right)$	
Base Figure = 0.0042(0.148)	
Base Figure = 0.001	

B. Step 2: Adjusting the Base Figure

Upon establishing the Base Figure, CCTS is required to review and assess other known evidence potentially impacting the relative availability of DBEs within CCTS’s market area, in accordance with prescribed narrow tailoring provisions set forth under 49 CFR Part 26.45 Step 2; DBE Goal Adjustment guidelines.

Evidence considered in making an adjustment to the Base Figure include *Past DBE Goal Attainments, Bidders List, Disparity Studies, and Other Evidence*. A summary of these considered follows:

Past DBE Goal Attainments

CCTS has experienced challenges in attaining its DBE goal for the past three federal fiscal years; the following table reflects the historical DBE participation on FTA-assisted contracts awarded by CCTS:

FFY18	FFY19	FFY20
0.0%	0.0%	0.0%
Median DBE Participation: 0.0%		

Median for the past DBE participation on CCTS projects was 0.0 percent and is lower than the Base Figure derived from Step 1; therefore an adjustment is made based on past DBE participation.

Majority of the capital program funds were for contracted transit operations; once the contract was awarded, there were no additional opportunities for the following years to meet the DBE goal. While the contractor utilized a subcontractor, the amount was not sufficient to meet the DBE goal for the year. In addition, the other three projects were delayed as much of the staff time was dedicated towards the transition of the new transit operations contractor. Furthermore, staff could not proceed with the projects as the funds have yet to be programmed in the federal grants. Together these three factors constrained CCTS’ ability to proceed with all of the federally funded projects and limited its ability to obtain its overall DBE goal.

While CCTS will make every effort to address the aforementioned limitations, CCTS expects to have similar contracting opportunities in the up-coming triennial cycle as previously proposed. In addition, majority of the funds have yet to be programmed. Therefore, CCTS has considered an adjustment to the Base Figure and it is calculated in accordance with FTA guidance by averaging the Base Figure with the Median DBE past attainment as show below:

$$\text{Adjusted Base Figure} = \frac{1\% (\text{Base Figure}) + 0\% (\text{Median Attainment})}{2}$$

The formula resulted in a proposed adjustment (decrease) to the Base Figure from 1% to .5%.

City of Corona Transit System's Bidders List

CCTS does not have a bidders list at this time, however CCTS will work to build and maintain a Bidder's List that can be utilized for future goal development. Bidders List will be developed based on the guidelines in CCTS' DBE Plan. CCTS has not made a further adjustment to the base figure based on a Bidder's List.

Evidence from Disparity Studies

CCTS did not find it feasible to conduct its own independent availability/disparity study. CCTS staff did review and consider the following studies available during the evaluation of adjustment of the Base Figures: 2016 Disparity Study available through California Department of Transportation (Caltrans) and the LA Metro 2017 Disparity Study.

Caltrans study is not applicable due to the following factors: study covers the entire state of California rather than focusing on a market area similar to CCTS; and their contracting opportunities differ from CCTS such that they focused on construction and engineering contract which do not coincide with types of opportunities available in the upcoming triennial period by CCTS.

Metro's study also emphasizes on large and complex projects such as Caltrans which are not similar in scope to the types of projects that CCTS will conduct. The study also indicated majority of Metro's contracting opportunities went to locations in the Los Angeles; as such LA County is considered as Metro's geographical market area. When calculating the base figure in Step 1, CCTS considered including LA County in CCTS' market area however this further reduced the DBE availability percentage.

Both of the studies vary in scope and not relevant to CCTS's federally-assistance contracting opportunities, therefore CCTS did not make an adjustment under this factor at this time. CCTS will continue to review applicable Disparity Studies as they become available and apply the appropriate adjustments to the DBE Program.

Other Evidence

CCTS is not in possession of other information nor aware of any other factors or adverse considerations that would have a material effect on DBE's availability within CCTS market area, or on DBEs ability to participate in CCTS' FTA-assisted contracting opportunities. Therefore, no goal adjustment was in consideration of this factor. However, during this triennial goal, CCTS will explore and consider all available evidence that would materially affect the opportunities for DBEs to form, grow, and compete in CCTS's FTA-assisted contracting programs.

Goal Adjustments

After considering the above factors, the Base Figure of 1% was adjusted, resulting in **CCTS' Overall DBE goal for Fiscal Years 2021-2023 of .5%**.

V. PROPOSED OVERALL DBE GOAL

The Overall DBE Goal for FFY 2021-2023 for the City of Corona Transit System's FTA-assisted contracts is .5%. The Overall Goal is expressed as a percentage of all DOT-assisted funds that CCTS will expend in applicable DOT-assisted contracts in the given federal fiscal years.

The goal further serves to identify the relative availability of DBE's based on evidence of ready willing, and able DBE's to all comparable firms, which are known to be available to compete for and perform on the City of Corona Transit System's DOT-assisted contracts. In addition, as part of the prescribed goal-setting methodology, CCTS must project the percentage of its Proposed Overall DBE Goal that can be met utilizing race-neutral and race-conscious measures.

In conformance with Title 49 CFR Part 26; "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" and in further response to FTA Notices issued to Public Transportation Providers regarding DOT's DBE Program and Race-Neutral Policy Implementation Guidance, CCTS intends to implement a **strictly Race-Neutral Overall DBE Goal for FFY 2021-2023**, due to the absence of readily available evidence of discrimination and its effects in its marketplace.

VI. RACE-NEUTRAL MEASURES

The CCTS will implement Race-Neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51, including but not limited to:

- Reaching out to DBE's under California Unified Certification Program, arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Providing information and communications programs on contracting procedures and specific contract opportunities.

A. Small Business Element

The City's DBE Program includes elements to facilitate competition by small businesses in the CCTS contracts as prime contractors or subcontractors. These elements include informational outreach on the City's website, business development references, contract language for small business primes and goals for subcontracting opportunities. The DBE Program includes details of the City's efforts to Foster Small Business Participation.

VII. PUBLIC PARTICIPATION

A. Consultation

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business chambers, and community organizations within the CCTS' market area were consulted and provided an opportunity to review the triennial goal analysis and provide input (see Attachment 1). CCTS reached out to the following community organizations to solicit their comments regarding the 2021-2023 Triennial DBE Goal:

- Inland Empire Women's Business Center
- Businesswomen's Association of San Bernardino County
- Orange County Small Business Development Center
- Southern California Minority Supplier Development Council
- Greater Riverside Hispanic Chamber of Commerce
- Asian Business Association
- Riverside County Black Chamber of Commerce
- Inland Empire Small Business Development Center
- Greater Riverside Chamber of Commerce
- Corona Chamber of Commerce
- San Bernardino Area Chamber of Commerce
- Orange County Chamber of Commerce

Organizations were contacted via email to discuss the proposed goal methodology, whereas, the organizations were provided the synopsis of the DBE Goal (see Attachment 2). Any interested parties were then provided the complete Overall DBE Goal & Methodology. CCTS did not receive any comments from the outreach efforts.

B. Public Notice

CCTS will also post a Public Notice announcing the proposed Overall Goal for the FFY 2021-2023 FTA-assisted contracts on its official internet website; CCTS has elected to utilize its official website as the publication site. Such Notice will inform the public that the proposed goal and rationale are available for inspection at the City of Corona Transit System's principal office during normal business hours for 30 days following the date of the Public Notice and that CCTS will accept comments on the goal analysis for 30 days from the date of the Public Notice. CCTS will give full consideration to all comments and input and assess its impact on the proposed Overall DBE Goal. If no impact and/or comments are received during the public participation process, the Goal will be considered final. If there are comments, the City will respond in accordance with the DBE Program.

CCTS reached out to the following community organizations to solicit their comments regarding the 2021-2023 Triennial DBE Goal:

- Inland Empire Women's Business Center
- Businesswomen's Association of San Bernardino County
- Orange County Small Business Development Center
- Southern California Minority Supplier Development Council
- Greater Riverside Hispanic Chamber of Commerce
- Asian Business Association
- Riverside County Black Chamber of Commerce
- Inland Empire Small Business Development Center
- Greater Riverside Chamber of Commerce
- Corona Chamber of Commerce
- San Bernardino Area Chamber of Commerce
- Orange County Chamber of Commerce

Organizations were contacted by email to discuss the proposed goal methodology. Organizations were provided the opportunity to comment on the goal methodology and the CCTS DBE Program.

Source	Communication	Comment Summary	Response Summary
Inland Empire Women's Business Center https://www.iewbc.org/ 3780 Market St. Riverside, CA 92501	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Businesswomen's Association of San Bernardino County https://nasbc.org/ 330 Sixth St. #201 Redlands, CA 92374	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Orange County Small Business Development Center https://orangecountyebdc.org/ 1300 S. Bristol St., 2nd floor Santa Ana, CA 92704	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Southern California Minority Supplier Development Council https://www.scmzdc.org/ 800 W. 6th St. #830 Los Angeles, CA 90017	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Greater Riverside Hispanic Chamber of Commerce https://greaterriversidehispanicchamberofcommerce.org/	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Asian Business Association https://www.abala.org Corona, CA 92878	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	NA
Riverside County Black Chamber of Commerce https://riversidecountybcc.org/ 2060 Chicago Ave. # A13 Riverside, CA 92507	Initial email sent 7/2/20 sent follow-up email 7/17/20, original email was undeliverable	No comments received 8/5/20 - email copy of the public notice	7/17 Follow-up email to Pepi Jackson, president pepi@riversidecountybcc.org NA
Inland Empire Small Business Development Center https://inlandempireebdc.org/ 3780 Market St. Riverside, CA 92501	Tried to send initial email through website on 7/2 but undeliverable; had left voicemail. Received call back 7/6; provided consultant name & email.	7/6/20 Sent synopsis of the DBE Goal to email provided; received response back; sent the DBE Overall Goal & Methodology Phone appointment with consultant 7/9/20 @ 11am 8/5/20 - email copy of the public notice	No comments on the DBE Goal Methodology however are partnering to provide educational services to small businesses wishing to become DBE certified, transit projects opportunities in the next triennial period and connecting with prime contractors for subcontracting opportunities
Greater Riverside Chamber of Commerce http://www.riverside-chamber.com/ 3985 University Ave. Riverside, Ca 92501	Initial email sent 7/2/20 Follow-up email sent 7/17/20	7/17/20 received response back forwarding original email to the CEO/President for follow-up No comments received 8/5/20 - email copy of the public notice	
Corona Chamber of Commerce https://www.mychamber.org/ 904 E. 6th St. Corona, Ca 92879	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	
San Bernardino Area Chamber of Commerce http://www.sbchamber.org/ 546 W. 6th St. San Bernardino, CA 92410	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	
Orange County Chamber of Commerce https://www.orangechamber.com/ 635 S. Main St. Suite 200-310 Orange, CA 92668	Initial email sent 7/2/20 Follow-up email sent 7/17/20	No comments received 8/5/20 - email copy of the public notice	

CCTS TRIENNIAL DBE GOAL

City of Corona Transit System (CCTS) is in the process of preparing their Triennial Overall Disadvantaged Business Enterprise (DBE) Goal for the upcoming triennial period (October 1, 2020 through September 30, 2023).

Overall DBE Goal

- As a direct recipient of Federal Transit Administration (FTA) funding, CCTS is required to have a DBE program to increase the participation of DBEs in federally aided contracts.
- The purpose of the DBE goal-setting process is to level the playing field so that DBEs can complete fairly for FTA-Associated contracts.
- The proposed overall DBE goal for Federal Fiscal Years 2021-2023 for CCTS's FTA-assisted contracts is .5%
- CCTS intends to use race-neutral methods to meet the overall DBE goal.

Project Goal

The Overall DBE Goal reflects the relative availability of DBEs and all comparable businesses available to compare within the market area.

DBE & Small Business Participation

CCTS plans to incorporate the following strategies to foster small business participation in its contracting process:

- Breaking out procurements or unbundling procurement actions to provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate.
- For procurements that require competition, the City will seek out small businesses to compete for these procurement actions by actively including DBE and non-DBE small business firms on the solicitation lists.
- For micro purchases that do not require competition, seeking out DBE and non-DBE small business firms to satisfy these requirements.

Race-Neutral Measures

CCTS plans to implement the following race-neutral measures for FFY 2021-2023 and will continue to explore other options:

- Reaching out to DBE's under California Unified Certification Program, arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Providing information and communications programs on contracting procedures and specific contract opportunities.

RESOLUTION NO. 2020-123

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, TO APPROVE THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR FEDERAL FISCAL YEARS 2021-2023; ESTABLISH AN OVERALL TRIENNIAL DBE GOAL OF 0.5%; AND AUTHORIZE THE CITY MANAGER TO SIGN THE DBE PROGRAM OBJECTIVE AND POLICY STATEMENT.

WHEREAS, City of Corona Transit Service (CCTS) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the regulations of the U.S. Department of Transportation (DOT), Code of Federal Regulations (CFR) Title 49, Part 26, which requires that the DBE program and goal be established, reviewed, and updated every three years; and

WHEREAS, pursuant to Title 49, part 26 of the Code of Federal Regulations, as amended, and regulations promulgated thereunder, in order to be eligible for Federal Transit Administration (FTA) funds, the City is required to have a DBE program and an overall three-year goal established; and

WHEREAS, CCTS, as a recipient of FTA funds, receiving more than \$250,000 in financial assistance from the FTA, has established a DBE Program in accordance with the regulations of DOT CFR Title 49, Part 26; and

WHEREAS, CCTS has established an overall three-year DBE goal of 0.5 percent for Federal Fiscal Years 2021-2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California, as follows:

SECTION 1. The updated Disadvantaged Business Enterprise (DBE) program is hereby approved and adopted.

SECTION 2. An overall DBE goal of 0.5 percent of FTA funded contracting opportunities is hereby approved and adopted for FFY 2020-2021 through FFY 2022-2023.

SECTION 3. The City Manager is authorized to sign the updated DBE Program Objective and Policy Statement.

PASSED, APPROVED, AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 16th day of September, 2020, by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

[SEAL]



Agenda Report

File #: 20-0788

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Public Hearing for City Council Consideration of Resolutions of Necessity to acquire by eminent domain, permanent roadway easement, permanent and temporary utility easement, permanent non-exclusive ingress/egress easements, and temporary construction easement interests in certain real property identified as Assessor Parcel No.'s 115-300-026, 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007, located on North McKinley Street, south of the State Route 91 for the McKinley Street Grade Separation Project, a portion of which is located in the County of Riverside.

**RECOMMENDED ACTION:
That the City Council:**

- a. Conduct a public hearing to consider the adoption of two Resolutions of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report:
 - i. The public interest and necessity require the proposed project;
 - ii. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - iii. The real property to be acquired is necessary for the project, and;
 - iv. The offers of just compensation have been made to the property owners.
- c. Adopt Resolution 2020-124, a Resolution of Necessity declaring that the acquisition of a permanent roadway easement, permanent utility easement, and temporary construction easement interests in certain real property identified as Assessor Parcel No. 115-300-026,

located on North McKinley Street, south of the State Route 91, is necessary for the McKinley Street Grade Separation Project.

- d. Adopt Resolution 2020-125, a Resolution of Necessity declaring that the acquisition of a permanent roadway easement, permanent and temporary utility easement, permanent non-exclusive ingress and egress easement, and temporary construction easement interests in certain real property identified as Assessor Parcel No.'s 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007, located on North McKinley Street, south of the State Route 91, is necessary for the McKinley Street Grade Separation Project.

ANALYSIS:

BACKGROUND:

The City will construct a new four-lane overhead grade separation at the McKinley Street/BNSF Railway double tracks, north of the intersection with Sampson Avenue, in the City of Corona, in Riverside County, California ("the Project"). The north/south limits of improvement and required property generally extend along McKinley Street, which is consistent with the City's zoning of Support Commercial and Limited Commercial industrial land uses.

The acquisition of property interests in Assessor Parcel No.'s (APN's) 115-300-026, 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007 is necessary for the construction of the Project. Specifically, the City must acquire permanent roadway easements, permanent and temporary utility easements, and temporary construction easement ("TCE") interests necessary to support the construction, operation, and long-term maintenance of roadway, temporary loss of access to McKinley Street during construction, permanent loss of access to one driveway to Estelle Street and temporary/permanent loss of parking stalls due to construction of the Project, as well as real property improvements within the limits of acquisition. Additionally, the City will acquire a permanent, non-exclusive ingress and egress easement for APN 172-050-005 to replace ingress and egress from McKinley Street to APN 172-050-009 (Inland Empire Adult Day Health Care Center), which will be lost due to the construction of the bridge structure for the grade separation. These interests are further identified as shown on the exhibits attached to each respective Resolution of Necessity submitted herewith (the "Subject Properties").

Following standard public records and due diligence searches for ownership information, a notice of this public hearing was mailed to the property owners on August 31, 2020, by first class mail in accordance with Section 1245.235 of the California Code of Civil Procedure. The Subject Properties are owned by Ewing Irrigation Products, Inc. ("Ewing"), (APN 115-300-026) and DD&E, LLC ("DD&E") (APN's 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007).

DESCRIPTION OF PROPERTY TO BE ACQUIRED:

The parcels affected by the proposed acquisitions are all located south of the State Route 91 (SR-91). The Subject Properties are located at 3940 North McKinley Street (Ewing), and 115-131 North McKinley Street (DD&E). The DD&E parcels are located on the east side of McKinley Street and are bounded by Magnolia Avenue to the south and the BNSF railroad tracks to the north, all of which are consistent with the City's zoning of Support Commercial and Limited Commercial industrial land uses. The affected parcels are within the City limits. Ewing is located on North McKinley Street between

Estelle Street to the south and the BNSF railroad tracks to the north and is consistent with Riverside County zoning of Industrial land uses. The affected parcel is within county limits. The Project has not yet started but is expected to be started by April 1, 2021 and completed by June 30, 2023.

HEARINGS AND REQUIRED FINDINGS:

The recommended actions of the City Council pertain to the Subject Properties owned by Ewing (APN 115-300-026) and DD&E (APN's 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007).

California eminent domain law provides that a public entity may not commence eminent domain proceedings until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

The above four required findings are addressed as follows:

1. The Public Interest and Necessity Require the Proposed Project

McKinley Street is one of the principal north/south arterials within the City. It connects the south side of the City with SR-91. The at-grade conflict with the BNSF railroad has significantly impacted traffic circulation in the area. There are approximately 68 trains traversing this intersection on a daily basis, resulting in the crossing gates being down for over 100 minutes per day. Vehicles idling at the grade crossing when gates are down emit pollutants. Train frequency and length will continue to grow. Future projections (Year 2035) expect that train volumes will increase to approximately 137 trains per day, increasing gate-down time to over 4 hours per day. Nine incidents at this grade crossing have been recorded with the Federal Railroad Administration, including five fatalities.

The Project will require the construction of a grade separation structure, retiring the existing at-grade crossing, and providing a signalized intersection at the proposed relocated junction of McKinley Street and Sampson Avenue. The Project will:

1. Improve safety by separating vehicles, pedestrians, and cyclists from trains at the railroad crossing;
2. Provide unhindered access for emergency vehicles;
3. Reduce traffic congestion;
4. Reduce air and noise pollution;
5. Minimize impacts to adjacent property owners and the surrounding public to the maximum extent possible, both during and after construction of a grade separated intersection at the

- BNSF crossing; and
6. Reduce impacts to railroad operations.

In 2006 and again in 2008, the Riverside County Transportation Commission developed a grade separation priority funding strategy. The McKinley Street Grade Separation was ranked in the top tier priority group. A March 2012 update maintained McKinley in the top tier priority group. A 2017 companion study noted that this grade separation was the number one grade separation priority for the City of Corona and again maintained the Project in the top tier priority group among all Riverside County grade separation projects.

2. The Project is Planned or Located in a Manner That Will be Most Compatible with the Greatest Public Good and the Least Private Injury

In September 2007, the City Council authorized a Project Study Report ("PSR"), which was finalized in 2011. The PSR considered several alternatives, including an overpass, an underpass, and the raising of the BNSF railroad tracks. Ultimately, a grade separation was determined to be the most practical approach to achieving the goals of the Project, from the standpoint of cost, displacement, operations, and maintenance. With respect to McKinley Street, the PSR considered various alternatives, including widening McKinley to three lanes in each direction.

Based on concerns about estimated Project costs and other issues, in January 2019, the City Council formed the McKinley Grade Separation Peer Review Ad Hoc Committee. The purpose of the Ad Hoc Committee was to establish a McKinley Grade Separation Peer Review Team to take an independent look at the proposed project, including the financial, technical, and schedule feasibility of a "rail over road" alternative and the options thus far studied for the "road over rail" alternative, and to determine whether a reasonable range of feasible alternatives had been studied. The Peer Review Team prepared an Independent Review and Assessment Report dated March 14, 2019 ("Peer Report"), which was presented at the City Council Meeting on March 20, 2019 and responded to by Biggs Cardosa at a March 27, 2019 City Council Study Session.

One of the recommendations in the Peer Report was to conduct a Value Engineering Workshop, and a Value Engineering team was then formed in an effort to reduce overall project cost and impact. The Value Engineering team discussions resulted in design changes that were presented to the City Council at its August 21, 2019 meeting. One of the substantial changes was the reduction of a six-lane facility to a four-lane facility, reducing overall impacts to the project footprint but still resulting in acquisition needs from the Subject Properties. Substantial analysis in traffic control and construction staging has been performed by the project team starting in August 2019 to minimize impacts and access restrictions during construction to the Subject Properties.

Based on the design resulting from these many substantial efforts, acquisition of the Subject Properties that is the subject of this Resolution of Necessity hearing is necessary.

3. The Real Property to be Acquired is Necessary for the Proposed Project

- (1) Ewing

In order to accommodate the construction of roadway and retaining wall infrastructure improvements along McKinley Street and relocation of public electric, gas, and water distribution main lines on the Subject Property, the City must acquire permanent roadway easement, permanent utility easement, and temporary property interests on the property owned by Ewing. The required property interests include temporary construction easements for a portion of the Property consistent with Caltrans requirements, as well as real property improvements and furniture, fixtures, and equipment, within the Project limits. The interests the City must acquire within the property owned by Ewing is described in Exhibit "A," attached to the Resolution of Necessity. City staff, working with City consultants, determined these property interests to be most suitable for the Project. The real property is located within the boundary of the County of Riverside. Authority by the County to the City of Corona to acquire the necessary property interests is established by Resolution No. 2020-019, adopted by the Riverside County Board of Supervisors on January 28, 2020.

(2) DD&E

In order to accommodate the construction of roadway and retaining wall infrastructure improvements along McKinley Street and relocation of gas distribution main line on the Subject Property, the City must acquire permanent roadway easement, permanent utility easement, permanent ingress/egress easement, and temporary property interests on the property owned by DD&E, consistent with Caltrans requirements, as well as real property improvements and furniture, fixtures and equipment, within the Project limits. The interests the City must acquire from the property owned by DD&E is described in Exhibit "A," attached to the Resolution of Necessity. City staff, working with City consultants, determined these property interests to be most suitable for the Project.

4. The Offer of Just Compensation Has Been Made

The City retained the services of Paragon Partners, Ltd. ("Paragon") in November, 2018 to perform Right-of-Way Appraisal and Acquisition Services for the Project; Valentine Appraisal & Associates ("Valentine") was sub-contracted to conduct appraisals for the Subject Properties. Appraisals were prepared by Valentine to establish the fair market value of the property interests the City is seeking to acquire.

Between April and June of this year, and based on the approved Valentine appraisals, the City, in accordance with California Government Code Section 7267.2, made offers of just compensation to each of the record owners to purchase interests in the Subject Properties (i.e. the permanent roadway, ingress/egress, temporary utility easement interests, temporary construction easement) and equipment as required by Section 7267.2 of the California Government Code.

Although a negotiated settlement may still be possible for the Subject Properties cited above, it would be appropriate to commence the procedures to acquire the Subject Properties through eminent domain, to ensure that the City has possession of the needed properties and other interests to begin construction of the Project and meet funding and certification deadlines for the Project.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The Project's current funding includes approximately \$91 million from State Senate Bill 132 distributed by Riverside County Transportation Commission, local Gas Tax measures, Transportation Development Act funds distributed by the State of California, and Measure A funds. All acquisition activities, including eminent domain, have been planned to be included within available project funds.

ENVIRONMENTAL ANALYSIS:

As a grade separation project, this Project is statutorily exempt under the California Environmental Quality Act.

PREPARED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit A - Resolution No. 2020-124 (Resolution of Necessity - APN 115-300-026)
2. Exhibit B - Resolution No. 2020-125 (Resolution of Necessity - APN's 172-050-001 thru -005, and 172-050-007)

RESOLUTION NO. 2020-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY FOR THE ACQUISITION, BY EMINENT DOMAIN, OF A PERMANENT ROADWAY EASEMENT, PERMANENT UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS, LOCATED IN THE BOUNDARY OF THE COUNTY OF RIVERSIDE, ON THE WEST SIDE OF NORTH MCKINLEY STREET BETWEEN ESTELLE STREET TO THE SOUTH AND BNSF RAILROAD TRACKS TO THE NORTH FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the “City”) proposes to acquire permanent roadway easement, temporary utility easement and temporary construction easement interest in certain real property, located in the boundary of the County of Riverside, California, more particularly described as Assessor Parcel No. 115-300-026, for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by sections 37350 and 6205 of the California Government Code; California Code of Civil Procedure sections 1230.01 and 1240.01; as well as the Cooperative Agreement between the County of Riverside and the City of Corona, executed by the parties and approved by the Board of Supervisors of Riverside County, California, as set forth in Resolution 2020-019, adopted on January 28 2020; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, September 16, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 2. Public Use. The public use for which permanent roadway easement, temporary utility easement and temporary construction easement interests are to be acquired is for the construction and maintenance of the McKinley Street Grade Separation Project, located on North McKinley Street, south of the State Route 91 east bound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibit “A” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification. The real property is located within the boundary of the County of Riverside. Authority by the County to the City of Corona to acquire the necessary property interests is established by Resolution 2020-019, adopted by the Riverside County Board of Supervisors on January 28, 2020.

Section 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “A” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public uses pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the

extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

Section 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 19th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED ELEVEN (11) PAGES]
ATTACHMENT 1 - EWING

**ROADWAY EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-300-026
PARCEL ID: MSGS-07
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "B1" is to be acquired as an exclusive permanent easement for public streets and incidents and appurtenances thereto ("Roadway Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "B-1" and depicted in Exhibit "B-2" in each case, incorporated herein by reference ("Roadway Easement Area")

Within the Roadway Easement Area, the easement rights shall also include the right to use the Roadway Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect utilities.

The easement rights shall include without limitation the right to reasonably access the Roadway Easement Area for all purposes associated with the Roadway Easement, which activities may include, but are not be limited to, trimming, cutting or clearing away from the Roadway Easement Area any trees, brush, and vegetation.

The City shall have the right to remove all improvements located within the Roadway Easement Area including, but not limited to, hardscape, and landscape improvements.

The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.

**EXHIBIT B1
LEGAL DESCRIPTION
ROADWAY EASEMENT**

Being a portion of Parcel 3 in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 9603 on file in Book 45, Pages 67 and 68 of Parcel Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the southerly corner of said Parcel 3, said corner being 44.00 feet perpendicular from the centerline of Estelle Street (88.00 feet wide);

THENCE northwesterly along the southeasterly line of said Parcel 3, said line also being the northerly line of Estelle Street North 67°09'54" East, 288.15 feet to the beginning of a curve to the left, having a radius of 456.00 feet;

THENCE northeasterly along said curve, through a central angle of 04°38'25", an arc length of 36.93 feet to the **TRUE POINT OF BEGINNING**;

THENCE continuing northeasterly along said curve through a central angle of 03°39'18", an arc length of 29.09 feet;

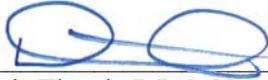
THENCE North 12°20'45" East, 33.38 feet to a point on the northeasterly line of said Parcel 3, said point also being on the westerly line of McKinley Street;

THENCE along said northeasterly line North 34°10'31" West, 26.71 feet;

THENCE South 14°14'27" West, 71.13 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.025 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT B2
ROADWAY EASEMENT

BNSF RAILWAY Co.
REC. JULY 9, 1887
63 DEEDS 11
APN 115-290-005

PARCEL 4
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-027

LINE TABLE		
	DIRECTION	LENGTH
L1	N12°20'45"E	33.38'
L2	N34°10'31"W	26.71'
L3	N14°14'27"E	71.13'
L4	N55°49'29"E	50.00'

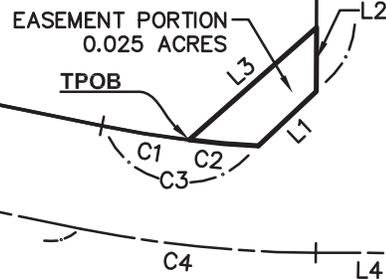
CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	456.00'	4°38'25"	36.93'
C2	456.00'	3°39'18"	29.09'
C3	456.00'	8°17'43"	66.02'
C4	500.00'	11°20'25"	98.96'

PARCEL 3
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-026

N34°10'31"W 339.30'
CL MCKINLEY STREET
N34°10'31"W 406.92'

POC
44.00'

N67°09'54"E 288.15'
CL ESTELLE STREET
N67°09'54"E 288.15'



LEGEND

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject ROADWAY EASEMENT
APN 115-300-026
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 1

**PERMANENT UTILITY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-300-026
PARCEL ID: MSGS-07
COMMERCIAL PROPERTY**

The City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project") is acquiring the parcel of land described in Exhibit "C-1" as a permanent non-exclusive easement ("Utility Easement") for underground natural gas distribution and transmission, electric distribution, and domestic water facilities (all hereinafter described as the "Facilities") as the City deems necessary, convenient or beneficial over, under, through, along, that parcel of land described in Exhibit "C-1" and depicted in Exhibit "C-2," in each case, incorporated herein by reference ("Easement Area") and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use the property owner's abutting property during construction and maintenance of the Facilities. The right granted by this easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of property owner and City and shall be deemed to run with the land.

The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein

This Utility Easement shall consist of the following described areas and shall all be located within the limits of the Easement Area: as depicted in said exhibit "C-2",

- The Easement Area will include an approximate ten (10) foot wide area ("Gas Easement Area") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, one or more natural gas pipelines, conduits, and appurtenances (referred to as "Gas Facilities"). The top of the pipeline shall be a minimum of forty-two (42) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.
- The Easement Area will include an approximate ten (10) foot wide area ("Electric Easement Area") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, one or more underground electrical conduit, duct banks, conductors, two (2) underground electric vaults and appurtenances described (referred to as "Electric Facilities").
- The Easement Area will include an approximate ten (10) foot wide area ("Water Easement Area") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, one or more underground domestic water main pipes, valves, blow off assemblies, air release valves and appurtenances described (referred to as "Water Facilities").

Said Gas Facilities, Electric Facilities, and Water Facilities shall be located in a manner where all above ground improvements shall be located in a manner within five (5) foot from a retaining wall to be built approximately near the existing right of way limits of Estelle Street and McKinley Street. Additionally, said Gas Facilities, Electric Facilities, and Water Facilities will be located in a manner to not impede driveway entrances to the property.

There shall be no surface appurtenances to the Facilities (including, but not limited to meter station, meter pits, fences, signs) within existing drive aisles or parking areas.

The design and construction regarding the Facilities and all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry and geographical area where this Easement Area is located, with the City at all times following the highest observed and accepted standards in the industry for the geographical area where this Easement Area is located.

Upon completion of work, The City will restore surface grades and install new asphalt concrete within the Easement Area to match existing conditions to the best extent possible.

Property owner may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with purposes and uses of the Utility Easement. City shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.

Property owner, its heirs, successors and assigns reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with City's use of the Utility Easement; including but not limited to temporary storage of materials / equipment, parking of vehicles, and ingress/egress (2) improve the Easement Area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, the property owner and its heirs, successors and assigns, shall notify the City in advance and comply with underground service alert notification requirements pursuant to Government Code section 4216.

The Easement Area shall be kept free of trees, deep-rooted shrubs, buildings and permanent structures of all kinds (except for the Facilities), that nothing shall be done to impair the City's vehicular access to or along the Utility Easement, and that nothing shall be done that unreasonably interferes with City's use of the Easement Area without the City's prior written consent.

EXHIBIT C1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Being a portion of Parcel 3 in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 9603 on file in Book 45, Pages 67 and 68 of Parcel Maps, Records of Riverside County, more particularly described as follows:

BEGINNING at the southerly corner of said Parcel 3, said corner being 44.00 feet perpendicular from the centerline of Estelle Street (88.00 feet wide), said corner being the **TRUE POINT OF BEGINNING**;

THENCE northwesterly along the southeasterly line of said Parcel 3, said line also being the northerly line of Estelle Street North 67°09'54" East, 288.15 feet to the beginning of a curve to the left, having a radius of 456.00 feet;

THENCE Northeasterly along said curve, through a central angle of 04°38'25", an arc length of 36.93 feet;

THENCE North 14°14'27" East, 71.13 feet to a point on the northeasterly line of said Parcel 3, said point also being on the westerly line of McKinley Street;

THENCE along said northeasterly line North 34°10'31" West, 312.60 feet to the northerly corner of said Parcel 3;

Thence along the northwesterly line of said Parcel 3 South 67°09'54" West, 30.60 feet;

Thence South 34°10'31" East, 318.49 feet;

Thence South 14°14'27" West, 26.40 feet to the beginning of a non-tangent curve, concave Northwest, having a radius of 426.00 feet, the initial radial of which bears South 27°28'08" East;

Thence Southwesterly along said curve, through a central angle of 04°38'02", an arc length of 34.45 feet;

Thence South 67°09'54" West, 294.17 feet to the southwesterly line of said Parcel 3;

Thence South 34°10'31" East, 30.60 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.465 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.

Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT C2
UTILITY EASEMENT

BNSF RAILWAY Co.
REC. JULY 9, 1887
63 DEEDS 11
APN 115-290-005
N67°09'54"E 379.60'

PARCEL 4
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-027

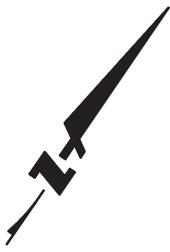
LINE TABLE		
	DIRECTION	LENGTH
L1	N14°14'27"E	71.13'
L2	S67°09'54"W	30.60'
L3	S14°14'27"W	26.40'
L4	S34°10'31"E	30.60'
L5	N12°20'45"E	33.38'
L6	N55°49'29"E	50.00'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	456.00'	4°38'25"	36.93'
C2	426.00'	4°38'02"	34.45'
C3	456.00'	8°17'43"	66.02'
C4	500.00'	11°20'25"	98.96'

PARCEL 3
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-026



EASEMENT PORTION
0.465 ACRES



TPOB

N34°10'31"W 372.00'

S34°10'31"E 318.49'

N34°10'31"W 312.60'
N34°10'31"W 339.30'

CL MCKINLEY STREET

N34°10'31"W 406.92'

L4
44.00'
N67°09'54"E 294.17'
N67°09'54"E 288.15'
CL ESTELLE STREET
N67°09'54"E 288.15'

S27°08'08"E(R)
L3

C2
L1
L5
C1
C3
C4
L6

LEGEND

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject UTILITY EASEMENT
APN 115-300-026
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 115-300-026
PARCEL ID: MSGS-07
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "D1" is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit "D1" and depicted in Exhibit "D2" ("TCE") shall be for a period of twenty-four (24) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of two (2) consecutive months for the construction of the western most driveway to the property "West Driveway" and six (6) consecutive months for the construction of retaining walls, within the twenty-four (24) month TCE period (the "Construction Period"). During the Construction Period, the City's use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City's work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, drainage facilities and infrastructure and other features as required for the Project.
 - Re-profile along Estelle Street to accommodate the increase in elevation of approximately fifteen (15) feet at the McKinley Street/Estelle Street intersection.
 - Install new driveway entrance at the south west corner of the property to replace the West Driveway.
 - Removal and permanent closure of existing driveway near the southeast corner of the property "East Driveway" and regrade to match existing conditions.
 - Construct curbs, gutters, retaining walls for new driveways from Estelle Street.
 - Construct drainage improvements including under sidewalk drain, and ribbon gutters necessary to drain parking areas/drive aisles near West Driveways from Estelle Street.
- Construction activities shall occur to not create concurrent property inaccessibility for both the West Driveway and East Driveway, each driveway area including adjacent drainage and parking lot modifications shall be constructed while the other area is open/accessible to vehicular and pedestrian traffic by the property owner and their customers, employees, representatives, vendors, and maintenance staff. During the (2) month period, the West Driveway permanent improvements will be constructed restricting access along Estelle Street to only through the East Driveway. Upon completion of all West Driveway permanent improvements and made open and accessible to Estelle Street, the City will demolish and permanently close the East Driveway, thus restricting access from Estelle Street through the West Driveway only.
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.

- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Being a portion of Parcel 3 in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 9603 on file in Book 45, Pages 67 and 68 of Parcel Maps, Records of Riverside County, more particularly described as follows:

BEGINNING at the southerly corner of said Parcel 3, said corner being 44.00 feet perpendicular from the centerline of Estelle Street (88.00 feet wide), said corner being the **TRUE POINT OF BEGINNING**;

THENCE northwesterly along the southeasterly line of said Parcel 3, said line also being the northerly line of Estelle Street North 67°09'54" East, 288.15 feet to the beginning of a curve to the left, having a radius of 456.00 feet;

THENCE Northeasterly along said curve, through a central angle of 04°38'25", an arc length of 36.93 feet;

THENCE North 14°14'27" East, 71.13 feet to a point on the northeasterly line of said Parcel 3, said point also being on the westerly line of McKinley Street;

THENCE along said northeasterly line North 34°10'31" West, 312.60 feet to the northerly corner of said Parcel 3;

THENCE along the northwesterly line of said Parcel 3 South 67°09'54" West, 10.20 feet;

THENCE South 34°10'31" East, 310.11 feet;

THENCE South 14°14'27" West, 62.12 feet to the beginning of a non-tangent curve, concave Northwest, having a radius of 446.00 feet, the initial radial of which bears South 26°54'08" East;

THENCE Southwesterly along said curve, through a central angle of 04°04'02", an arc length of 31.66 feet;

THENCE South 67°09'54" West, 199.68 feet;

THENCE North 22°50'06" West, 34.12 feet;

THENCE South 67°09'54" West, 97.32 feet to the southwesterly line of said Parcel 3;

THENCE South 34°10'31" East, 45.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.235 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D2.



Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT D2

TEMPORARY CONSTRUCTION EASEMENT

BNSF RAILWAY Co.
REC. JULY 9, 1887
63 DEEDS 11
APN 115-290-005

PARCEL 4
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-027

LINE TABLE		
	DIRECTION	LENGTH
L1	N14°14'27"E	71.13'
L2	S67°09'54"W	10.20'
L3	S14°14'27"W	62.12'
L4	N22°50'06"W	34.12'
L5	S67°09'54"W	97.32'
L6	S34°10'31"E	45.00'
L7	N12°20'45"E	33.38'
L8	S55°49'29"W	50.00'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	456.00'	4°38'25"	36.93'
C2	446.00'	4°04'02"	31.66'
C3	456.00'	8°17'43"	66.02'
C4	500.00'	11°20'25"	98.96'

N34°10'31"W 372.00'

N67°09'54"E 379.60'

L2 50.00'

S34°10'31"E 310.11'
N34°10'31"W 312.60'
N34°10'31"W 339.30'

CL MCKINLEY STREET
N34°10'31"W 406.92'

PARCEL 3
PARCEL MAP 9603
REC. FEBRUARY 6, 1978
45 M 67-68
APN 115-300-026

EASEMENT PORTION
0.235 ACRES



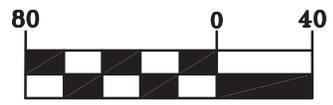
TPOB



CL ESTELLE STREET
N67°09'54"E 288.15'

LEGEND

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV1

BKF 100+
YEARS
ENGINEERS . SURVEYORS . PLANNERS

4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 115-300-026
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 1

RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY FOR THE ACQUISITION, BY EMINENT DOMAIN, OF PERMANENT ROADWAY EASEMENT, PERMANENT AND TEMPORARY UTILITY EASEMENT, PERMANENT NON-EXCLUSIVE INGRESS / EGRESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS, LOCATED ON THE EAST SIDE OF NORTH MCKINLEY STREET BETWEEN THE BNSF RAILROAD TRACKS TO THE NORTH AND MAGNOLIA AVENUE TO THE SOUTH FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the “City”) proposes to acquire permanent roadway easement, permanent utility easement, permanent ingress / egress easement and temporary construction easement interests in certain real property, located in the City of Corona, California, more particularly described as Assessor Parcel Nos. 172-050-001, 172-050-002, 172-050-003, 172-050-005, and 172-050-007, for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by section 37350 of the California Government Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, September 16, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 2. Public Use. The public use for which permanent roadway easement, permanent utility easement, permanent ingress / egress easement and temporary construction easement interests are to be acquired is for the construction and maintenance of the McKinley Street Grade Separation Project, located on North McKinley Street, south of the State Route 91 east bound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibit “A” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “A” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public uses pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to

the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

Section 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2020.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 19th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of September, 2020.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED THIRTY-FOUR (34) PAGES]
ATTACHMENT 1 - DD&E

**ROADWAY EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-050-001, 172-050-002, 172-050-003 and 172-050-005
PARCEL ID: MSGS-13B-E
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "B1" is to be acquired as an exclusive permanent easement for public streets and incidents and appurtenances thereto ("Roadway Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "B-1" and depicted in Exhibit "B-2" in each case, incorporated herein by reference ("Roadway Easement Area")

Within the Roadway Easement Area, the easement rights shall also include the right to use the Roadway Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect utilities.

The easement rights shall include without limitation the right to reasonably access the Roadway Easement Area for all purposes associated with the Roadway Easement, which activities may include, but are not be limited to, trimming, cutting or clearing away from the Roadway Easement Area any trees, brush, and vegetation.

The City shall have the right to remove all improvements located within the Roadway Easement Area including, but not limited to, hardscape, and landscape improvements.

The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.

EXHIBIT B1
LEGAL DESCRIPTION
ROADWAY EASEMENT

Those portions of Parcels 1, 2, 3, and 4, in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 23376 on file in Book 155, Pages 26 through 28 inclusive of Parcel Maps, Records of Riverside County, more particularly described as follows:

PORTION 1:

COMMENCING at the intersection of the centerline of McKinley Street (100.00 feet wide) with the centerline of Magnolia Avenue (112.00 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 34°03'17" West 458.29 feet;

THENCE, perpendicular, North 55°56'43" East, 65.00 feet to a point on the southwesterly line of said Parcel 4, said point also being the **TRUE POINT OF BEGINNING 1**;

THENCE North 00°40'19" East, 2.13 feet;

THENCE North 55°56'43" East, 5.76 feet;

THENCE North 34°03'17" West, 1.04 feet to a point on the northwesterly line of said Parcel 4, said point will be hereafter known as **Point A**;

THENCE along said northwesterly line South 55°56'43" West, 6.98 feet to the westerly corner of said Parcel 4;

THENCE along the southwesterly line of said Parcel 4 South 34°03'17" East, 2.79 feet to the **TRUE POINT OF BEGINNING 1**.

Containing an area of 8 square feet, more or less.

PORTION 2:

COMMENCING at the point referred to as **Point A** above;

THENCE North 34°03'17" West, 35.00 feet to a point on the southeasterly line of said Parcel 3, said point also being the **TRUE POINT OF BEGINNING 2**;

THENCE leaving said point, and continuing North 34°03'17" West, 3.49 feet;

THENCE South 55°56'43" West, 5.56 feet;

THENCE North 69°00'12" West, 2.48 feet to a point on the southwesterly line of said Parcel 3, said point will be hereafter known as **Point B**;

THENCE along the southwesterly line of said Parcel 3 South 34°03'17" East, 5.52 feet to the southerly corner of said Parcel 3;

THENCE along the southeasterly line of said Parcel 3 North 55°56'43" East, 6.98 feet to the **TRUE POINT OF BEGINNING 2**.

Containing an area of 26 square feet, more or less.

**EXHIBIT B1
LEGAL DESCRIPTION
ROADWAY EASEMENT
(CONTINUED)**

PORTION 3:

COMMENCING at the point referred to as **Point B** above;

THENCE North 34°03'17" West, 148.48 feet to a point on the southwesterly line of said Parcel 2, said point also being the **TRUE POINT OF BEGINNING 3**;

THENCE South 55°56'43" West, 10.00 feet to the beginning of a curve to the left, having a radius of 15.00 feet;

THENCE Southwesterly along said curve, through a central angle of 19°28'16", an arc length of 5.10 feet;

THENCE North 34°03'17" West, 20.86 feet to a point at the southerly most corner of said Parcel 1;

THENCE along the southeasterly line of said Parcel 1 North 55°56'43" East, 15.00 feet to a point hereafter known as **Point C**;

THENCE South 34°03'17" East, 20.00 feet to the **TRUE POINT OF BEGINNING 3**.

Containing an area of 301 square feet, more or less.

PORTION 4:

COMMENCING at the point referred to as **Point C** above, said point also being the **TRUE POINT OF BEGINNING 4**;

THENCE North 34°03'17" West, 15.00 feet;

THENCE South 55°56'43" West, 10.00 feet to the beginning of a curve, concave northwest, having a radius of 15.00 feet;

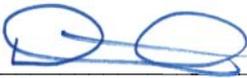
THENCE Southwesterly along said curve, through a central angle of 19°28'16", an arc length of 5.10 feet;

THENCE South 34°03'17" East, 15.86 feet;

THENCE North 55°56'43" East, 15.00 feet to the **TRUE POINT OF BEGINNING 4**.

Containing an area of 226 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



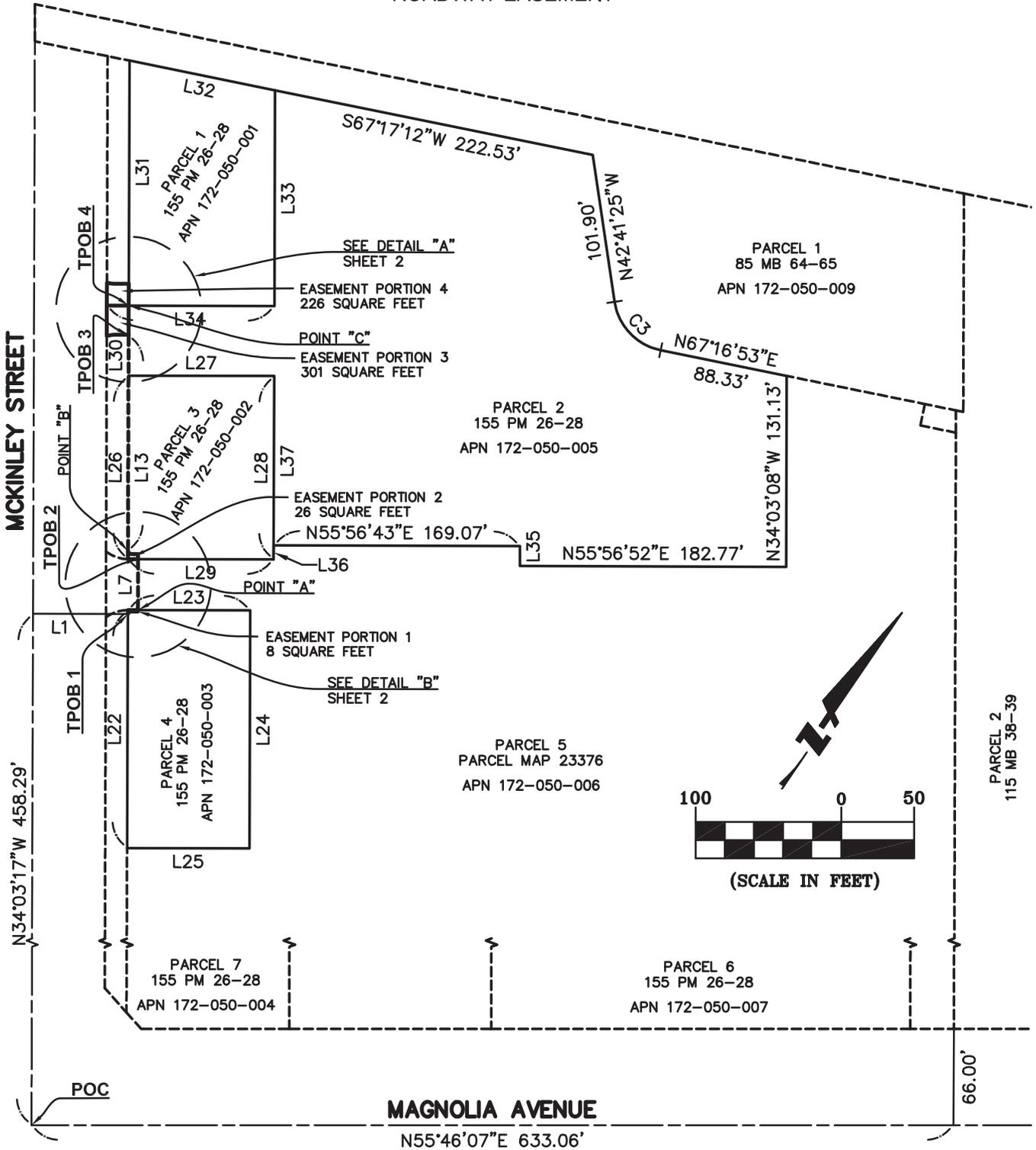
Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT B2
ROADWAY EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

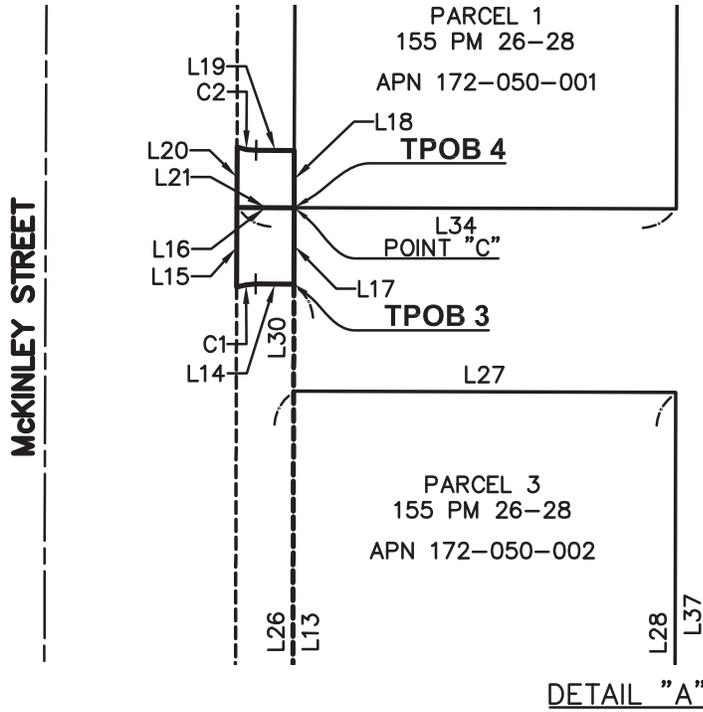
PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



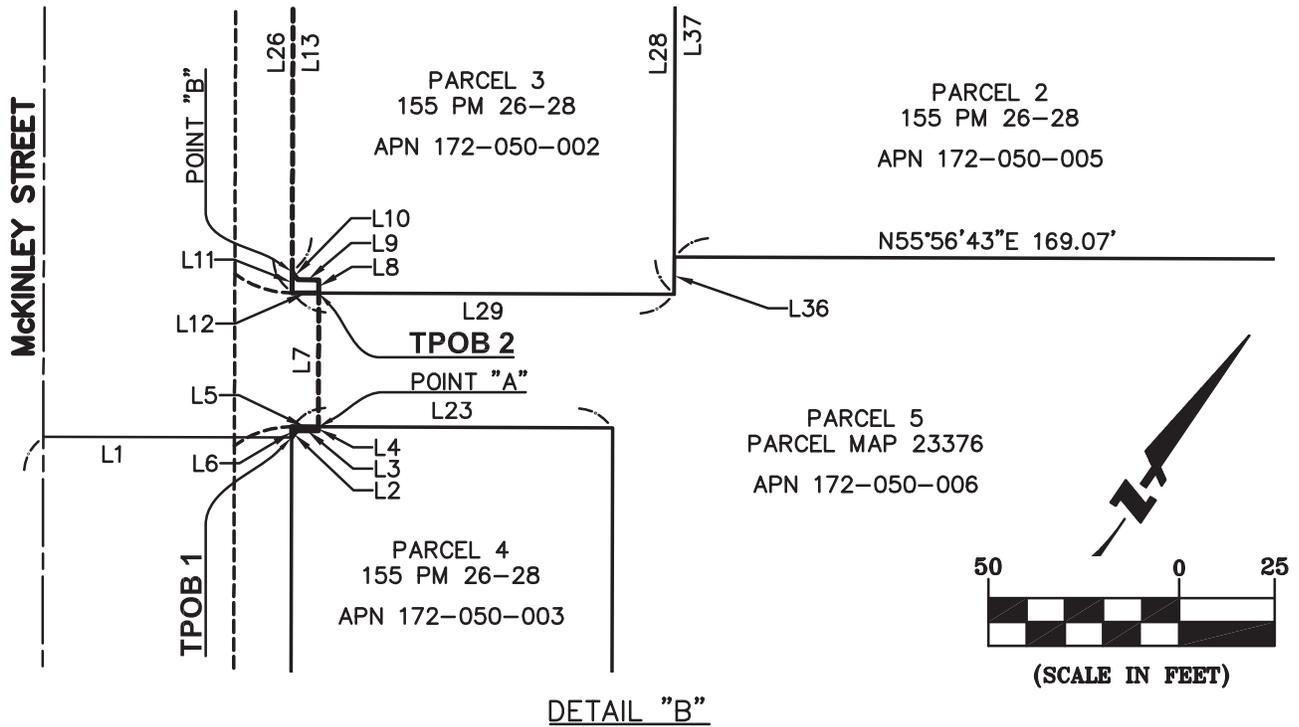
4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject ROADWAY EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 3

EXHIBIT B2
ROADWAY EASEMENT



DETAIL "A"



DETAIL "B"

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



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NEWPORT BEACH, CA 92660
949-526-8460
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Subject ROADWAY EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 2 OF 3

EXHIBIT B2
ROADWAY EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N55°56'43"E	65.00'
L2	N0°40'19"E	2.13'
L3	N55°56'43"E	5.76'
L4	N34°03'17"W	1.04'
L5	S55°56'43"W	6.98'
L6	S34°03'17"E	2.79'
L7	N34°03'17"W	35.00'
L8	N34°03'17"W	3.49'
L9	S55°56'43"W	5.56'
L10	N69°00'12"W	2.48'
L11	S34°03'17"E	5.52'
L12	N55°56'43"E	6.98'
L13	N34°03'17"W	148.48'
L14	S55°56'43"W	10.00'
L15	N34°03'17"W	20.86'
L16	N55°56'43"E	15.00'
L17	S34°03'17"E	20.00'
L18	N34°03'17"W	15.00'
L19	S55°56'43"W	10.00'
L20	S34°03'17"E	15.86'
L21	N55°56'43"E	15.00'

LINE TABLE		
	DIRECTION	LENGTH
L22	N34°03'17"W	163.50'
L23	N55°56'43"E	84.00'
L24	N34°03'17"W	163.50'
L25	N55°56'43"E	84.00'
L26	N34°03'17"W	126.00'
L27	N55°56'43"E	100.00'
L28	N34°03'17"W	126.00'
L29	N55°56'43"E	100.00'
L30	N34°03'17"W	28.00'
L31	N34°03'17"W	153.30'
L32	N67°17'12"E	101.99'
L33	N34°03'17"W	148.24'
L34	N55°56'43"E	115.00'
L35	N34°03'17"W	13.66'
L36	N34°03'17"W	9.70'
L37	N34°03'17"W	116.30'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	15.00'	19°28'16"	5.10'
C2	15.00'	19°28'16"	5.10'
C3	40.20'	69°43'13"	48.92'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REVO



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject ROADWAY EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 3 OF 3

**UTILITY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-050-005, 172-050-001, 172-050-002, 172-050-003
PARCEL ID: MSGS-013B-E
COMMERCIAL PROPERTY**

The City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project") is acquiring the parcel of land described in Exhibit "C-1" as a permanent non-exclusive easement ("Utility Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as the City deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation and distribution of natural gas and communications as the City deems necessary, convenient or beneficial over, under, through, along, that parcel of land described in Exhibit "C-1" and depicted in Exhibit "C-2," in each case, incorporated herein by reference ("Easement Area") and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use the property owner's abutting property during construction and maintenance of the Facilities. The right granted by this easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of property owner and City and shall be deemed to run with the land.

This Gas Utility Easement is granted solely for the purposes and uses set forth and limited below:

- There shall be no surface appurtenances to the pipeline (including, but not limited to meter station, meter pits, fences, signs) with existing drive aisles or parking areas.
- The top of the pipeline shall be a minimum of forty-two (42) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.
- The design and construction regarding the pipeline and all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry and geographical area where this Easement Area is located, with the City at all times following the highest observed and accepted standards in the industry for the geographical area where this Easement Area is located.
- Property owner may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with purposes and uses of the Gas Utility Easement. City shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.
- Property owner, its heirs, successors and assigns reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with City's use of the Gas Utility Easement; (2) improve the Easement Area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, the property owner and its heirs, successors and assigns, shall notify the City in advance and comply with underground service alert notification requirements pursuant to Government Code section 4216. Property owner reserves the right to use the Easement Area for parking and may construct fences across the Easement Area; however, the property owner shall not inundate the Easement Area. Additionally, the Easement Area shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for the Facilities), that nothing shall be done to impair the City's vehicular access to or along the gas Utility Easement, and that nothing shall be done that unreasonably interferes with City's use of the Easement Area without the City's prior written consent.

**EXHIBIT C1
LEGAL DESCRIPTION
UTILITY EASEMENT**

Being a portion of Parcel 2, in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 23376 on file in Book 155, Pages 26 through 28 inclusive of Parcel Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (100.00 feet wide) with the centerline of Magnolia Avenue (112.00 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 34°03'17" West 496.08 feet;

THENCE, perpendicular, North 55°56'43" East, 65.00 feet to the southerly corner of Parcel 3 of said Parcel Map;

THENCE leaving said point, and continuing along said line North 55°56'43" East, 100.00 feet to the easterly corner of said Parcel 3;

THENCE North 34°03'17" West, 9.70 feet to the southerly most corner of Parcel 2 of said Parcel Map;

THENCE along the southeasterly line of said Parcel 2 North 55°56'43" East, 44.14 feet to the **TRUE POINT OF BEGINNING**;

THENCE leaving said point, and continuing along said line North 55°56'43" East, 10.00 feet;

THENCE North 33°53'18" West, 64.53 feet;

THENCE South 55°55'23" West, 36.33 feet;

THENCE North 34°03'17" West, 244.42 feet to a point on the northwesterly line of said Parcel 2;

THENCE along said northwesterly line South 67°17'12" West, 10.20 feet;

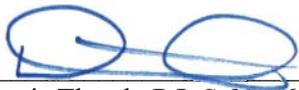
THENCE South 34°03'17" East, 256.43 feet;

THENCE North 55°55'23" East, 36.30 feet;

THENCE South 33°53'18" East, 54.53 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.079 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



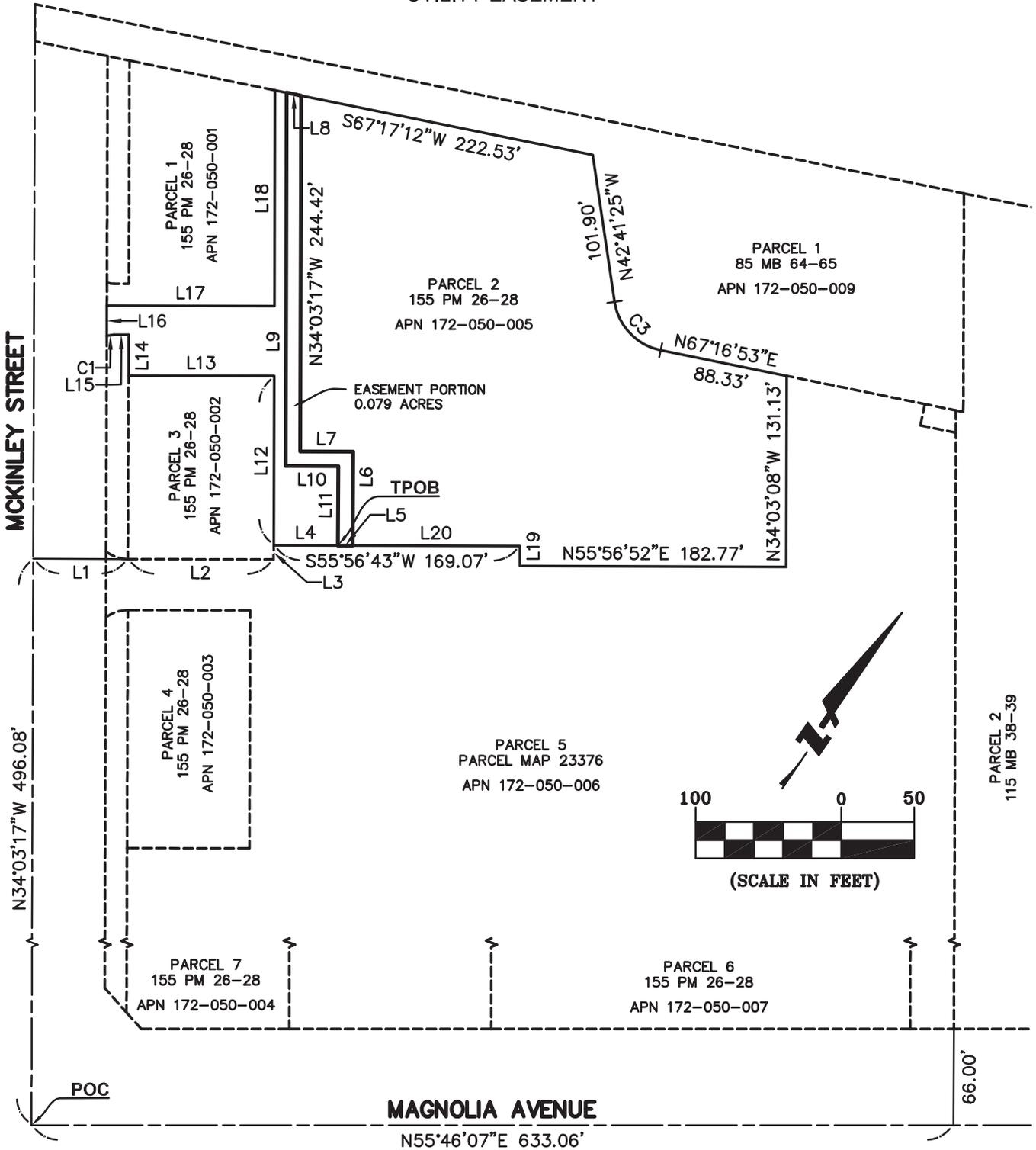
Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT C2
UTILITY EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject UTILITY EASEMENT
APN 172-050-001-005

Job No. 20180990

By NP Date 4/09/20 Chkd. WS

SHEET 1 OF 2

EXHIBIT C2
UTILITY EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N55°56'43"E	65.00'
L2	N55°56'43"E	100.00'
L3	N34°03'17"W	9.70'
L4	N55°56'43"E	44.14'
L5	N55°56'43"E	10.00'
L6	N33°53'18"W	64.53'
L7	S55°55'23"W	36.33'
L8	S67°17'12"W	10.20'
L9	S34°03'17"E	256.43'
L10	N55°55'23"E	36.30'
L11	S33°53'18"E	54.53'
L12	N34°03'17"W	116.30'

LINE TABLE		
	DIRECTION	LENGTH
L13	N55°56'43"E	100.00'
L14	N34°03'17"W	28.00'
L15	N55°56'43"E	10.00'
L16	N34°03'17"W	20.86'
L17	N55°56'43"E	115.00'
L18	N34°03'17"W	148.24'
L19	N34°03'17"W	13.66'
L20	N55°56'43"E	114.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	15.00'	19°29'54"	5.10'
C3	40.20'	69°43'13"	48.92'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REVO



4675 MACARTHUR COURT
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Subject UTILITY EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 2 OF 2

PERMANENT INGRESS/EGRESS EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-050-005, 172-050-001, 172-050-002 and 172-050-003
PARCEL ID: MSGS-13B-E
COMMERCIAL PROPERTY

The construction of the McKinley Grade Separation Project ("Project") severs existing legal access from McKinley Street to the real property as described in the Grant Deed to Luis Castro and Lilliana Castro, trustees of the Luis Castro and Lilliana Castro Revocable Trust recorded March 03, 2008 as document number 2008-0102920 in the office of the county recorder of Riverside County, State of California attached hereto as Exhibit "D-1" and depicted or illustrated on the map or drawing attached hereto as Exhibit "D-2" and, in each case, incorporated herein by reference ("Ingress/Egress Property"). To replace severed access to the Ingress/Egress Property, the City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the Project is acquiring a non-exclusive permanent easement for ingress, egress, and access purposes ("Easement"), over, above, on, within, across, along, about and through the land depicted in Exhibit "D-3", incorporated herein by reference ("Property"). The specific locations of the Easement are described in Exhibit "D-4" and depicted in Exhibit "D-5", in each case, incorporated herein by reference ("Easement Area").

Within the Easement Area, rights acquired shall include ingress, egress, and access (collectively, "Ingress/Egress Rights") to the Ingress/Egress Property. Ingress/Egress Rights shall include all vehicular and pedestrian ingress, egress, and access necessary for the accessibility to any improvements and businesses (collectively "Businesses") located within the Ingress/Egress Property limits, including, but not limited to:

- 1) Vehicular access for Businesses' clients, customers, agents, representatives and employees.
- 2) Shuttle and vehicular transportation for Businesses' clients, customers, agents, representatives and employees.
- 3) Trucks and delivery vans from vendors, suppliers, and maintenance/repair contractors.

Ingress/Egress Easement Provisions:

- The City expressly reserves the right to convey, transfer or assign the Easement rights subject to the same rights and limitations described herein.
- Not including depreciation caused through normal use of the Easement, the beneficiary of the Easement shall perform all remedies and curative measures, repairing said improvements to existing conditions or better within Easement Area in a reasonable time frame at their expense should they or their employees, agents, and representatives cause damage due to gross negligence or willful misconduct. Said remedies and curative measures shall be performed by the beneficiary of the Easement following all current laws, including securing permits and approvals from appropriate jurisdiction agencies.
- The Project will reconstruct and realign the most westerly drive aisle through the Property, the locations of the existing most westerly drive aisle as of March 20, 2020 and proposed realignment are depicted in "Exhibit D-6", incorporated herein by reference ("Site Plan"). Therefore, there are no additional permanent/temporary parking impacts resulting from the Ingress/Egress Rights to those that will be compensated as part of the Roadway Easement and TCE acquisition by the City.

- All ingress to the Ingress/Egress Property by the City and their successors and assigns through the Property shall only be through the McKinley Street driveway entrance and with the general location of ingress depicted on Exhibit "D-6" and labeled as "Ingress Path of Travel." Also as depicted on said Exhibit D-6, the City, or their successors and assigns, shall demolish an existing portion of perimeter block wall and install a 25 foot wide access rolling gate, induction loops, underground electrical service equipment, gate motor and gate appurtenances (collectively referred to as "Access Gate"). During the construction of the Access Gate and removal of the block perimeter walls, security fencing shall be in place for the span of the wall removal until the Access Gate is complete and operational. Additionally, during the construction of the Access Gate, construction activities and security fencing cannot impede any parking stalls and access along drive aisles shall be maintained and preserved to match similar existing accessibility and use. Upon completion of Access Gate, repairs to existing parking lot/drive aisle asphalt concrete and perimeter block wall shall be made to match existing surface grade and appearance, and debris and construction materials shall be removed from the Property by the City.
- All egress through the Property from the Ingress/Egress Property by the City and their successors and assigns shall only be through the area labeled as "Egress Path of Travel" depicted on Exhibit "D- 6." Egress rights shall only be limited to Magnolia Avenue through the most easterly driveway (both existing and if relocated in the future) along the southern portion of the Property.
- The property owner, including its heirs, successors and assigns, of the Easement Area shall maintain a paved access area throughout the entire limits of the Easement Area to the Ingress/Egress Property from both the previously described McKinley Street and Magnolia Avenue driveways. This paved area shall be free and clear of obstructions.
- The property owner, including its employees, agents, representatives, contractors, successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the City's rights as defined herein, including without limitation, landscaping of the type that would prohibit or restrict reasonable pedestrian and vehicular access.
- The City and their successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the property owner, or their employees, lessees, customers, agents, representatives, contractors, successors access to or from existing and future semi-truck and trailer loading areas and parking stalls immediately adjacent to both the Ingress Path of Travel and Egress Path of Travel through uses including, but not limited to, stopping and/or queueing of transportation/shuttle vehicles.
- The City and their successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the property owner, or their employees, lessees, customers, agents, representatives, contractors, successors access to or from existing and future restaurant drive through approaches and exits immediately adjacent to the Ingress Path of Travel and Egress Path of Travel through uses including, but not limited to, stopping and/or queueing of transportation/shuttle vehicles.
- This Easement and the rights and obligations therein shall run with the land and accrue to the benefit of and be binding upon and/or inure to the benefit of the City's and the property owner's respective heirs, successors and assigns. The Easement granted herein burdens the property owner of the Easement Area, and cannot be transferred separately from, or severed from title to it. No other easement or easements shall be granted on, under or over impairing or restricting the use of the Easement without prior written consent by the beneficiary of this Easement.

EXHIBIT D1 INGRESS/EGRESS PROPERTY

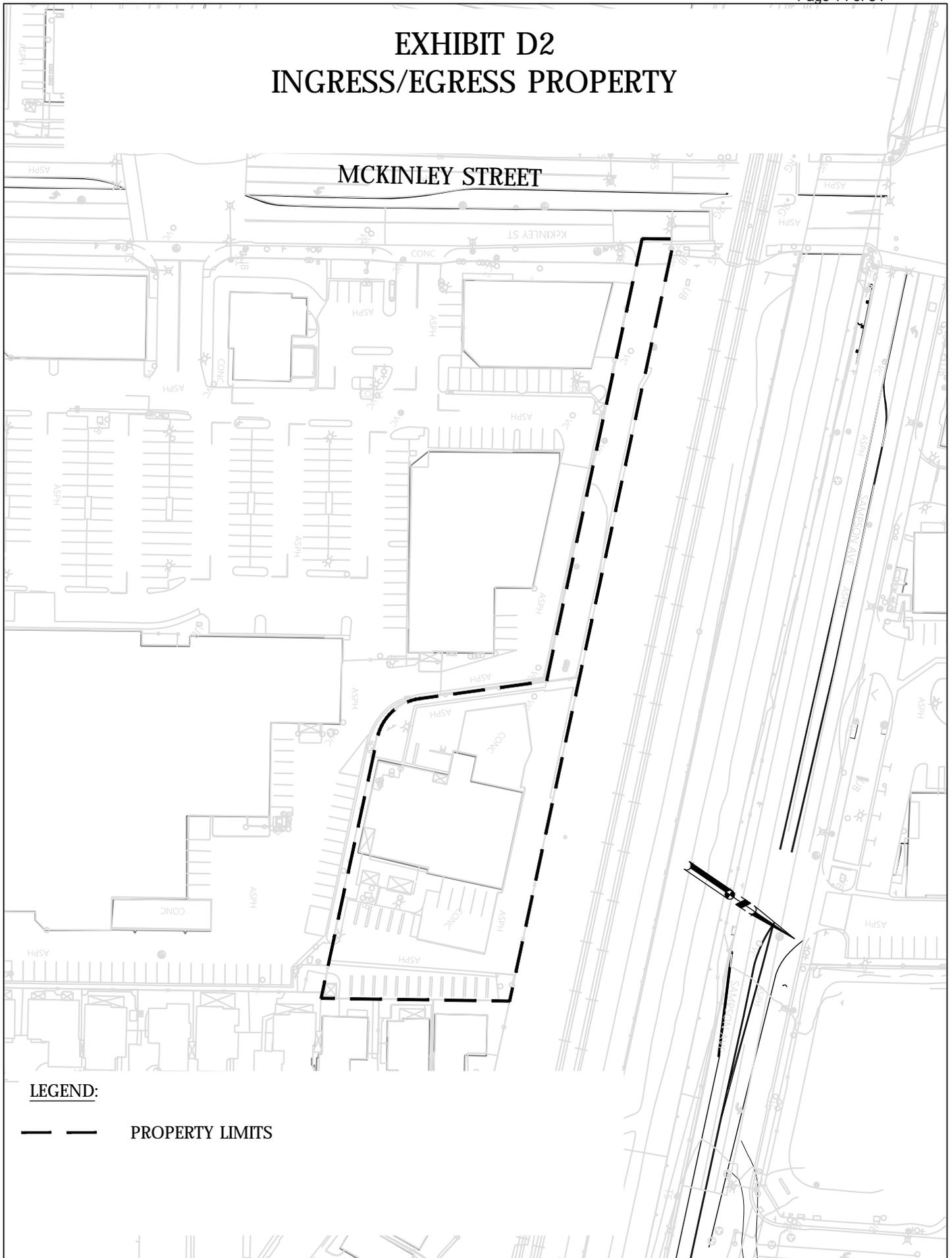
All those portions of Lots 12, 13, 14 and 15 in Block 55 of the lands of the Riverside Land and Irrigating Company, as shown by map on file in book 1, page 44 of Maps, Riverside County Records, and all those portions of Lots 9 and 16 of Block 58 of the lands of the Riverside Land and Irrigating Company, as shown by map on file in book 1 page 70 of Maps, San Bernardino County Records, particularly described as follows:

Beginning at the intersection of the Northwestern line of Magnolia Avenue, 132.00 feet wide, and the Northeasterly line of McKinley Street, 60.00 feet wide, as shown by map on file in book 53 page 87 and 88 of Records of Survey, Riverside County Records;
Thence North 34 deg 03' 10" West, along the Northeasterly line of said McKinley Street, a distance 804.78 feet to the Southeasterly line of the Atchison, Topeka and Santa Fe Railroad right-of-way, 100.00 feet wide, as shown on said Record of Survey; to the true point of beginning;
Thence North 67 deg 17' 00" East, along said Southeasterly line, a distance of 620.15 feet;
Thence South 34 deg 03' 10" East, parallel with the Northeasterly line of said McKinley Street, a distance of 150.00 feet;
Thence South 67 deg 17' 00" West, parallel with the Southeasterly line of said Atchison, Topeka and Santa Fe Railroad right-of way, a distance of 212.00 feet, to the beginning of a tangent 40.00 foot radius curve concave Northeasterly;
Thence Northwesternly along said curve through a central angle of 69 deg 58' 57", a distance of 48.85 feet;
Thence tangent to said curve North 42 deg 44' 03" West, a distance of 101.92 feet to a point on a line which is parallel with and 25.00 feet Southeasterly measured at right angles from said Southeasterly line of Atchison, Topeka and Santa Fe Railroad right-of-way;
Thence South 67 deg 17' 00" West, along said parallel line, a distance of 360.15 feet to the Northeasterly line of said McKinley Street;
Thence North 34 deg 03' 10" West, along said Northeasterly line a distance of 25.50 feet to the true point of beginning.

Said land is also known as Parcel 1 of Parcel Map 16655, as shown by map on file in book 85 pages 64 and 65 of Parcel Maps, Records of Riverside County, California.

Commonly known as: 135 N. McKinley Street
Corona, California 92879

EXHIBIT D2 INGRESS/EGRESS PROPERTY



LEGEND:

— — — — — PROPERTY LIMITS

EXHIBIT D3 PROPERTY

MCKINLEY STREET

PARCEL 2 OF PARCEL
MAP 23376 AS
RECORDED IN BOOK 155
PAGES 26-28 OF PARCEL
MAPS

LEGEND:

— — — — — PROPERTY LIMITS

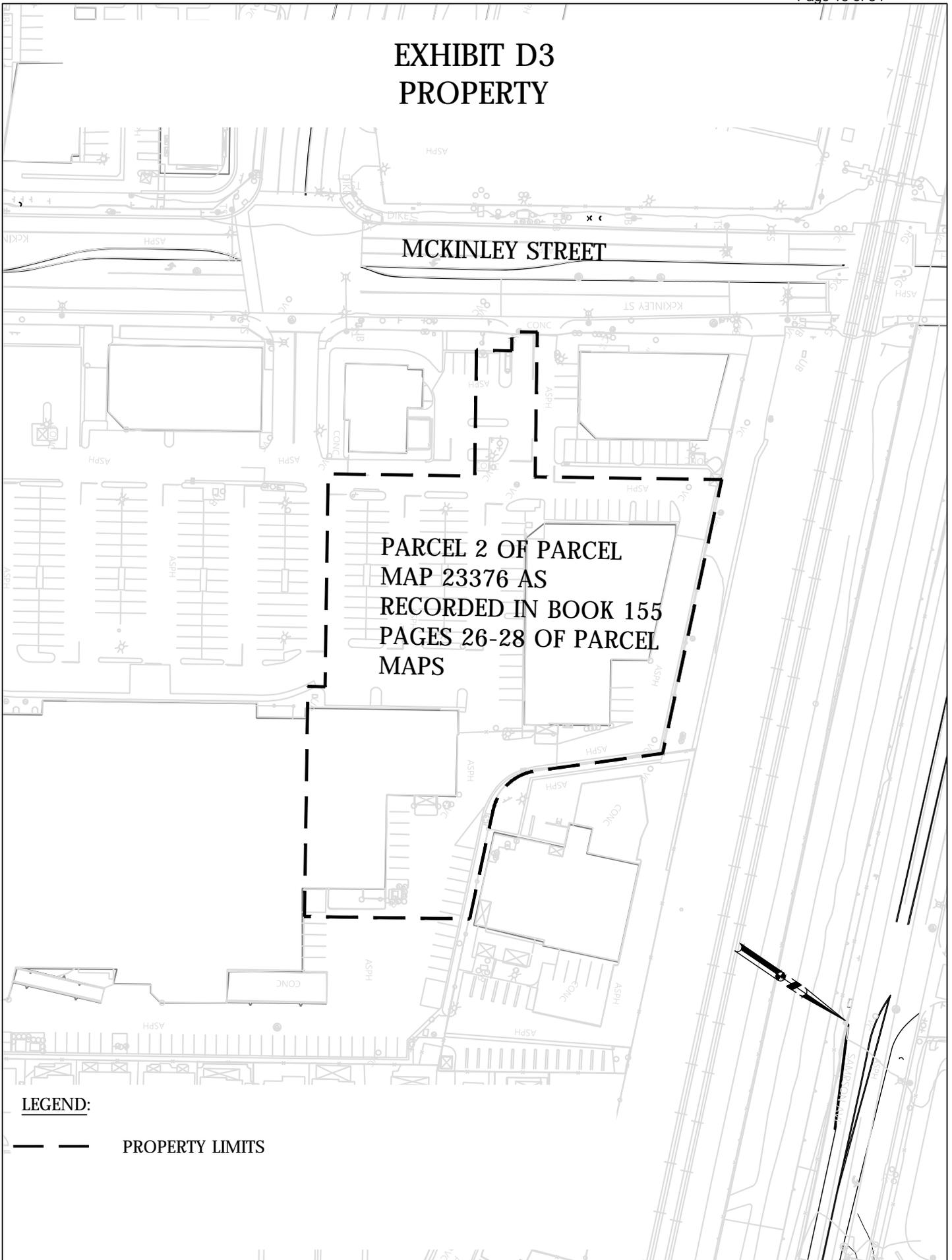


EXHIBIT D4
LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT

Being a portion of Parcel 2, in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 23376 on file in Book 155, Pages 26 through 28 inclusive of Parcel Maps, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (100.00 feet wide) with the centerline of Magnolia Avenue (112.00 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 34°03'17" West 496.08 feet;

THENCE, perpendicular, North 55°56'43" East, 65.00 feet to the southerly corner of Parcel 3 of said Parcel Map;

THENCE leaving said point, and continuing along said line North 55°56'43" East, 100.00 feet to the easterly corner of said Parcel 3;

THENCE North 34°03'17" West, 9.70 feet to the southerly most corner of Parcel 2 of said Parcel Map;

THENCE along the southeasterly line of said Parcel 2 North 55°56'43" East, 23.56 feet to the **TRUE POINT OF BEGINNING**;

THENCE leaving said point, and continuing along said line North 55°56'43" East, 12.56 feet to the beginning of a non-tangent curve, concave Southwest, having a radius of 50.00 feet, the initial radial of which bears North 55°36'18" East;

THENCE northwesterly along said curve, through a central angle of 29°44'58", an arc length of 25.96 feet;

THENCE North 64°08'40" West, 14.84 feet to the beginning of a curve to the right, having a radius of 70.00 feet;

THENCE northwesterly along said curve, through a central angle of 30°05'23", an arc length of 36.76 feet;

THENCE North 34°03'17" West, 35.45 feet to the beginning of a curve to the right, having a radius of 46.25 feet;

THENCE northwesterly along said curve, through a central angle of 18°55'29", an arc length of 15.28 feet to the beginning of a reverse curve, having a radius of 46.25 feet;

THENCE Northwesterly along said curve, through a central angle of 18°55'29", an arc length of 15.28 feet;

THENCE North 34°03'17" West, 152.57 feet to the beginning of a curve, concave East, having a radius of 15.00 feet;

THENCE northerly along said curve, through a central angle of 101°21'03", an arc length of 26.53 feet to a point on the northwesterly line of said Parcel 2;

THENCE along said northwesterly line of Parcel 2 South 67°17'12" West, 30.55 feet;

THENCE South 34°03'17" East, 173.29 feet to the beginning of a curve to the right, having a radius of 46.25 feet;

EXHIBIT D4
LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT
(CONTINUED)

THENCE southeasterly along said curve, through a central angle of 18°55'29", an arc length of 15.28 feet to the beginning of a reverse curve, having a radius of 46.25 feet;

THENCE southeasterly along said curve, through a central angle of 18°55'29", an arc length of 15.28 feet;

THENCE South 34°03'17" East, 38.67 feet to the beginning of a curve to the left, having a radius of 70.00 feet;

THENCE southeasterly along said curve, through a central angle of 30°05'23", an arc length of 36.76 feet;

THENCE South 64°08'40" East, 13.86 feet to the beginning of a curve to the right, having a radius of 50.00 feet;

THENCE southeasterly along said curve, through a central angle of 27°01'17", an arc length of 23.58 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.089 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D5.



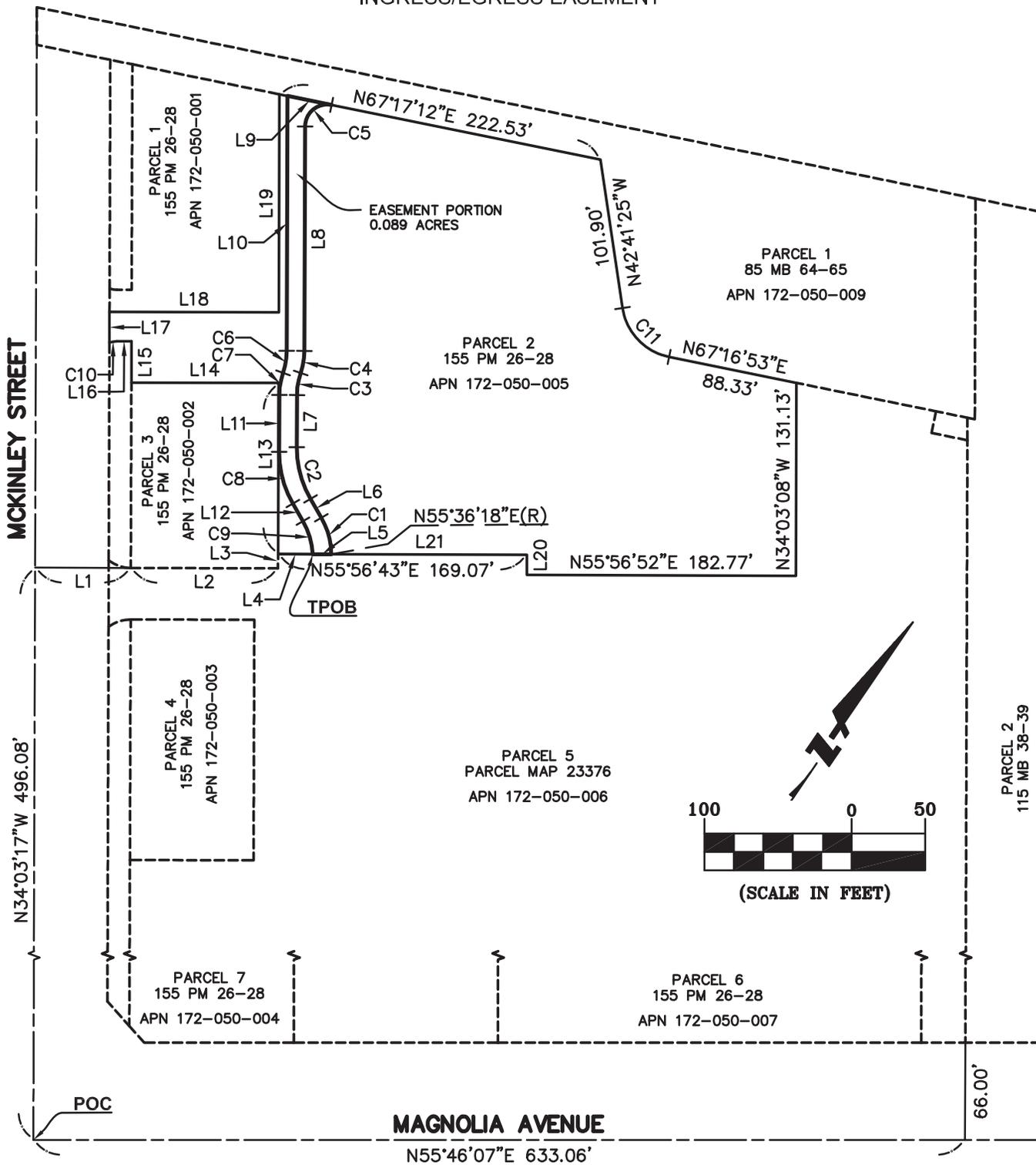
Davis Thresh, P.L.S. No. 6868

4/09/2020

Dated



EXHIBIT D5
INGRESS/EGRESS EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT D5
INGRESS/EGRESS EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N55°56'43"E	65.00'
L2	N55°56'43"E	100.00'
L3	N34°03'17"W	9.70'
L4	N55°56'43"E	23.56'
L5	N55°56'43"E	12.56'
L6	N64°08'40"W	14.84'
L7	N34°03'17"W	35.45'
L8	N34°03'17"W	152.57'
L9	S67°17'12"W	30.55'
L10	S34°03'17"E	173.29'
L11	S34°03'17"E	38.67'
L12	S64°08'40"E	13.86'
L13	N34°03'17"W	116.30'
L14	N55°56'43"E	100.00'
L15	N34°03'17"W	28.00'
L16	N55°56'43"E	10.00'
L17	N34°03'17"W	20.86'

LINE TABLE			
	DIRECTION	LENGTH	
L18	N55°56'43"E	115.00'	
L19	N34°03'17"W	148.24'	
L20	N34°03'17"W	13.66'	
L21	N55°56'43"E	132.95'	
CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	50.00'	29°44'58"	25.96'
C2	70.00'	30°05'23"	36.76'
C3	46.25'	18°55'29"	15.28'
C4	46.25'	18°55'29"	15.28'
C5	15.00'	101°21'03"	26.53'
C6	46.25'	18°55'29"	15.28'
C7	46.25'	18°55'29"	15.28'
C8	70.00'	30°05'23"	36.76'
C9	50.00'	27°01'17"	23.58'
C10	15.00'	19°29'54"	5.10'
C11	40.20'	69°43'13"	48.92'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

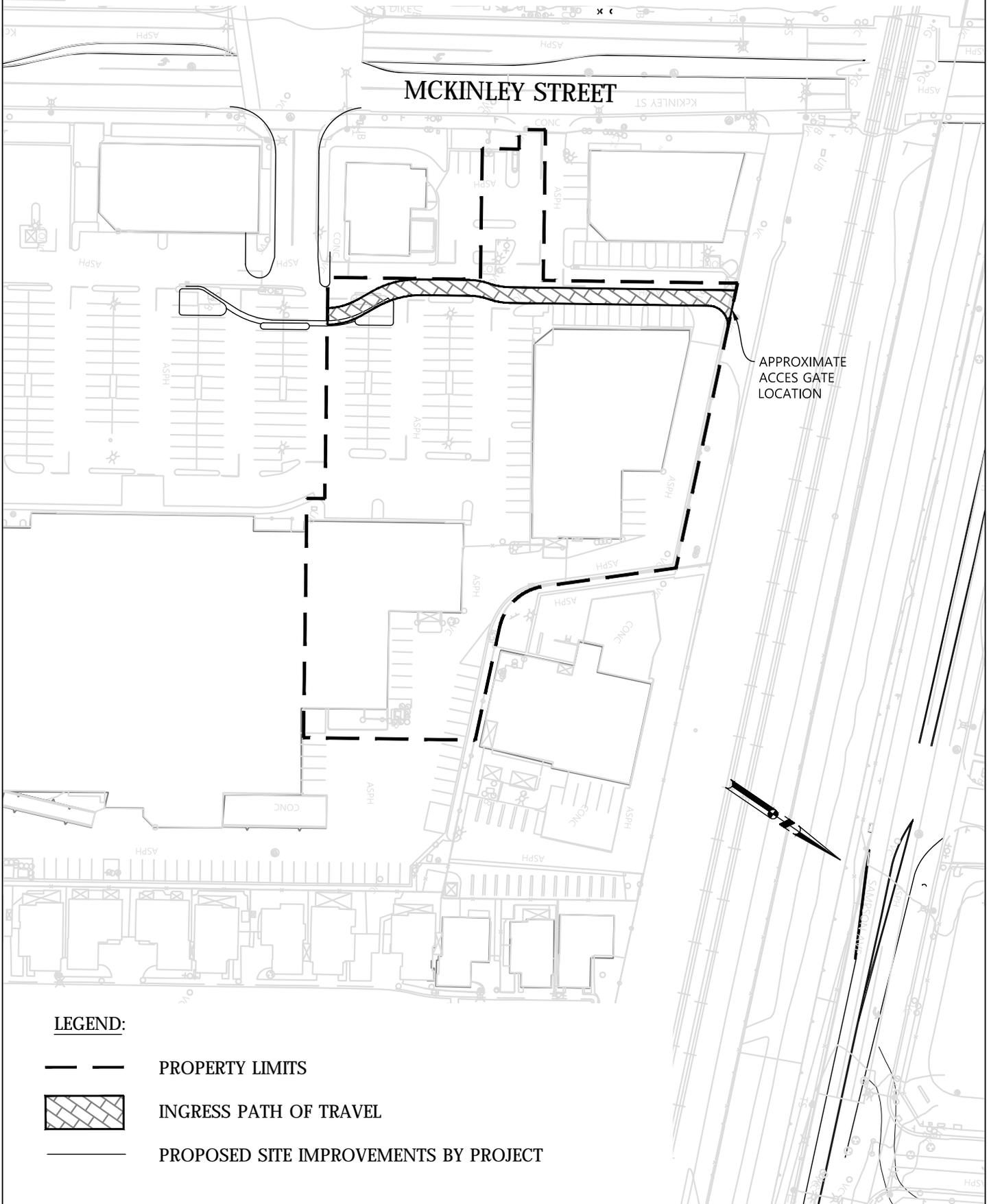
PLAT TO ACCOMPANY LEGAL DESCRIPTION – REVO



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS EASEMENT
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 2 OF 2

EXHIBIT D6 INGRESS/EGRESS PATH OF TRAVEL EXHIBIT



LEGEND:

-  PROPERTY LIMITS
-  INGRESS PATH OF TRAVEL
-  PROPOSED SITE IMPROVEMENTS BY PROJECT

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-050-005, 172-050-001, 172-050-002, 172-050-003
PARCEL ID: MSGS-013B-E
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "E1" is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit "E1" and depicted in Exhibit "E2" ("TCE") shall be for a period of twenty-four (24) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of three (3) consecutive months within the twenty-four (24) month TCE period (the "Construction Period"). During the Construction Period, the City's use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City's work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, drainage facilities and infrastructure and other features as required for the Project.
 - Re-profile the driveway ramp at the intersection with Estelle Street to accommodate the increase in elevation of approximately fifteen (15) feet at the McKinley Street/Estelle Street intersection.
 - Install new driveway entrance just north of Magnolia Avenue/McKinley Street intersection, this driveway shall be incorporated herein by reference ("New Driveway").
 - Reconfigure and regrade portions of the parking lot area/drive aisles at the bottom of the new driveways from McKinley Street to maintain circulation.
 - Construct curbs, gutters, retaining walls for new driveways from McKinley Street.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain parking areas/drive aisles at the bottom of the new driveways from McKinley Street.
- Six (6) parking stalls immediately adjacent to the proposed driveway at the Estelle Street/McKinley Street intersection will be permanently removed, this driveway shall be incorporated herein by reference ("Estelle Driveway").
- In addition to the six (6) permanently removed parking stalls, eleven (11) parking stalls near the Estelle Driveway will be inaccessible for up to one (1) month of the Construction Period. Construction activities shall occur to not create concurrent parking inaccessibility for both the Estelle Driveway and New Driveway, each driveway area including adjacent drainage and parking lot modifications shall be constructed while the other area is open/accessible to vehicular and pedestrian traffic by the property owner and their customers, employees, representatives, vendors, and maintenance staff.

- No driveway entrance will be accessible along McKinley for three (3) consecutive calendar days prior to the temporary closure of the Estelle Driveway. During this three (3) consecutive day period, the City will install a temporary driveway entrance ("Temporary Driveway") located just north of the Magnolia Avenue / McKinley Street intersection to match existing sidewalk grade. Upon completion of the Temporary Driveway, access to the property along McKinley Street shall be limited to right in / right out movement from one driveway entrance for up to six (6) consecutive months, all access along Magnolia Avenue shall remain the same during this period of time. During this six (6) month period, the Estelle Driveway permanent improvements will be constructed restricting access along McKinley Street through the Temporary Driveway. Upon completion of all Estelle Driveway permanent improvements and made open and accessible to McKinley Street, the City will remove the Temporary Driveway and install the New Driveway improvements restricting access from McKinley Street through the Estelle Driveway.
- Drive thru access to the existing Lucky Greek Restaurant shall be fully accessible by the Property Owner and their customers, employees, representatives, vendors, and maintenance staff during the Construction Period during the hours of 7 am through 10 pm every day, including weekends. Drive thru access shall not be accessible to the Property Owner and their customers, employees, representatives, vendors, and maintenance staff during the Construction Period during the hours of 10 pm through 7 am every day, including weekends
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT E1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Those portions of Parcels 2, 3, and 4, in the City of Corona, County of Riverside, State of California, as shown by Parcel Map 23376 on file in Book 155, Pages 26 through 28 inclusive of Parcel Maps, Records of Riverside County, more particularly described as follows:

PORTION 1:

COMMENCING at the intersection of the centerline of McKinley Street (100.00 feet wide) with the centerline of Magnolia Avenue (112.00 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 34°03'17" West 297.58 feet;

THENCE, perpendicular, North 55°56'43" East, 65.00 feet to a point on the southwesterly line of said Parcel 5, said point also being the southerly corner of Parcel 4 of said Parcel Map, said point also being the **TRUE POINT OF BEGINNING 1**;

THENCE leaving said point, and continuing North 55°56'43" East, 18.50 feet to a point on the southeasterly line of said Parcel 4, said point will be hereafter known as **Point A**;

THENCE North 34°03'17" West, 41.25 feet;

THENCE South 55°56'43" West, 18.50 feet to a point on the southwesterly line of said Parcel 4;

THENCE along said southwesterly line of Parcel 4, South 34°03'17" East, 41.25 feet to the **TRUE POINT OF BEGINNING 1**.

Containing an area of 0.017 acres, more or less.

PORTION 2:

COMMENCING at the point referred to as **Point A** above;

THENCE North 55°56'43" East, 65.50 feet along the southeasterly line of said Parcel 4 to the easterly corner of said Parcel 4;

THENCE North 34°03'17" West, 77.67 feet along the northeasterly line of said Parcel 4 to the **TRUE POINT OF BEGINNING 2**;

THENCE continuing along said line North 34°03'17" West, 85.83 feet to the northerly corner of said Parcel 4;

THENCE South 55°56'43" West, 77.02 feet along the northwesterly line of said Parcel 4 to a point that will be hereafter known as **Point B**;

THENCE leaving said northwesterly line of Parcel 4 South 34°03'17" East, 1.04 feet;

THENCE South 55°56'43" West, 5.76 feet;

THENCE South 00°40'19" West, 2.13 feet to a point on the southwesterly line of said Parcel 4;

THENCE along said southwesterly line of Parcel 4, South 34°03'17" East, 5.71 feet;

THENCE North 55°56'43" East, 66.47 feet;

THENCE South 34°03'17" East, 77.34 feet;

EXHIBIT E1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(CONTINUED)

THENCE North 55°55'07" East, 17.53 feet to the **TRUE POINT OF BEGINNING 2.**

Containing an area of 0.047 acres, more or less.

PORTION 3:

COMMENCING at the point referred to as **Point B** above;

THENCE North 34°03'17" West, 35.00 feet to a point on the southeasterly line of Parcel 3 of said Parcel Map, said point also being the **TRUE POINT OF BEGINNING 3;**

THENCE leaving said point, and continuing along said line North 34°03'17" West, 3.49 feet;

THENCE South 55°56'43" West, 5.56 feet;

THENCE North 69°00'12" West, 2.48 feet to a point on the southwesterly line of said Parcel 3;

THENCE North 34°03'17" West, 318.46 feet along said southwesterly line of Parcel 3 to the beginning of a non-tangent curve, concave North, having a radius of 15.00 feet, from said point a radial line bears North 55°56'42" East, said will be hereafter known as **Point C;**

THENCE Easterly along said curve, through a central angle of 89°59'59", an arc length of 23.56 feet ;

THENCE North 55°56'43" East, 61.80 feet;

THENCE North 34°03'17" West, 17.28 feet;

THENCE North 55°56'43" East, 5.55 feet;

THENCE North 34°03'17" West, 47.61 feet;

THENCE North 55°56'43" East, 17.65 feet to a point on the northeast line of said Parcel 3;

THENCE leaving said point and continuing North 55°56'43" East 62.18 feet;

THENCE South 34°03'01" East, 64.17 feet to a points on the southeast line of Parcel 2 of said Parcel Map;

THENCE along said southeasterly line of Parcel 2 South 55°56'43" West, 62.17 feet;

THENCE South 34°03'17" East, 9.70 feet;

THENCE South 55°56'43" West, 93.02 feet to the **TRUE POINT OF BEGINNING 3.**

Containing an area of 0.141 acres, more or less.

PORTION 4:

COMMENCING at the point referred to as **Point C** above;

Thence North 34°03'17" West, 69.51 feet to the **TRUE POINT OF BEGINNING 3;**

EXHIBIT E1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(CONTINUED)

Thence leaving said point, and continuing along said line North 34°03'17" West, 20.00 feet;

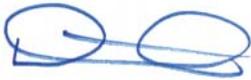
Thence North 55°56'43" East, 10.00 feet;

Thence South 34°03'17" East, 20.00 feet;

Thence South 55°56'43" West, 10.00 feet to the **TRUE POINT OF BEGINNING 3**.

Containing an area of 200 square feet or 0.004 acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit E2.



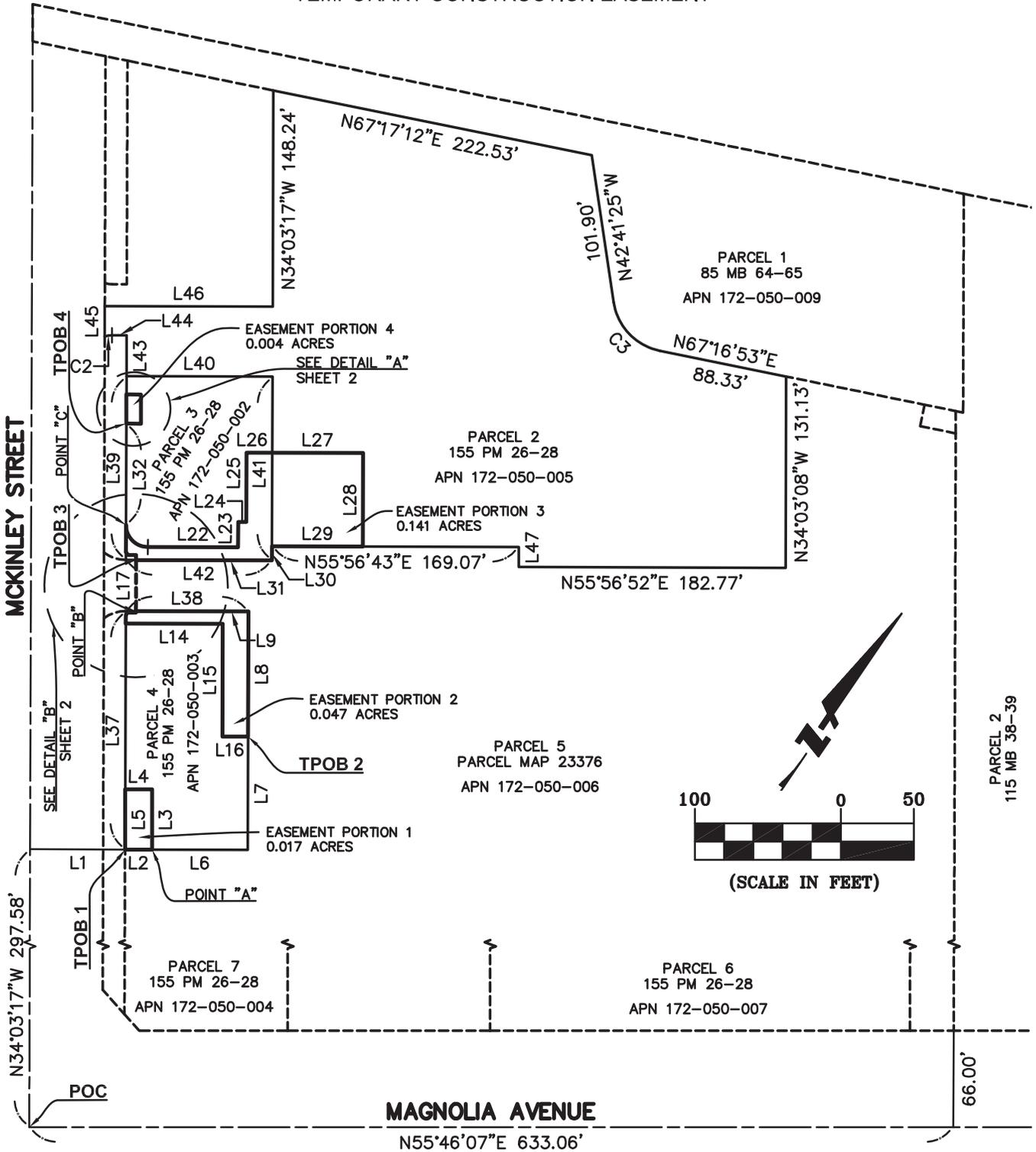
Davis Thresh, P.L.S. No. 6868

4/07/2020

Dated



EXHIBIT E2
TEMPORARY CONSTRUCTION EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO

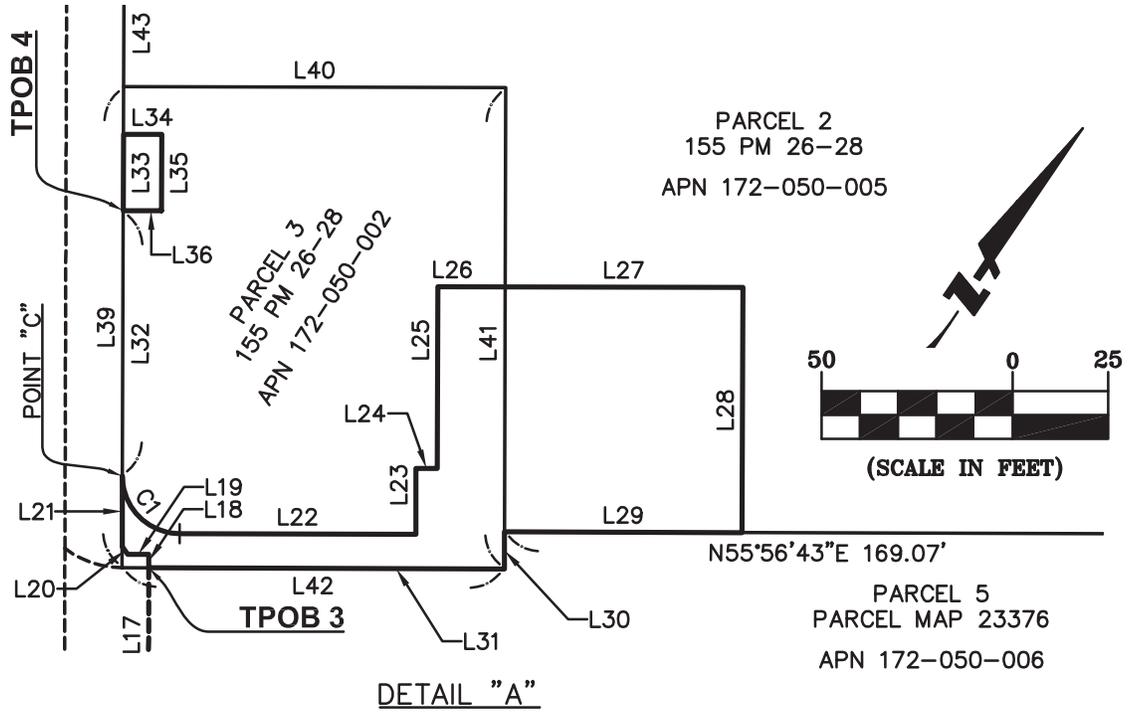


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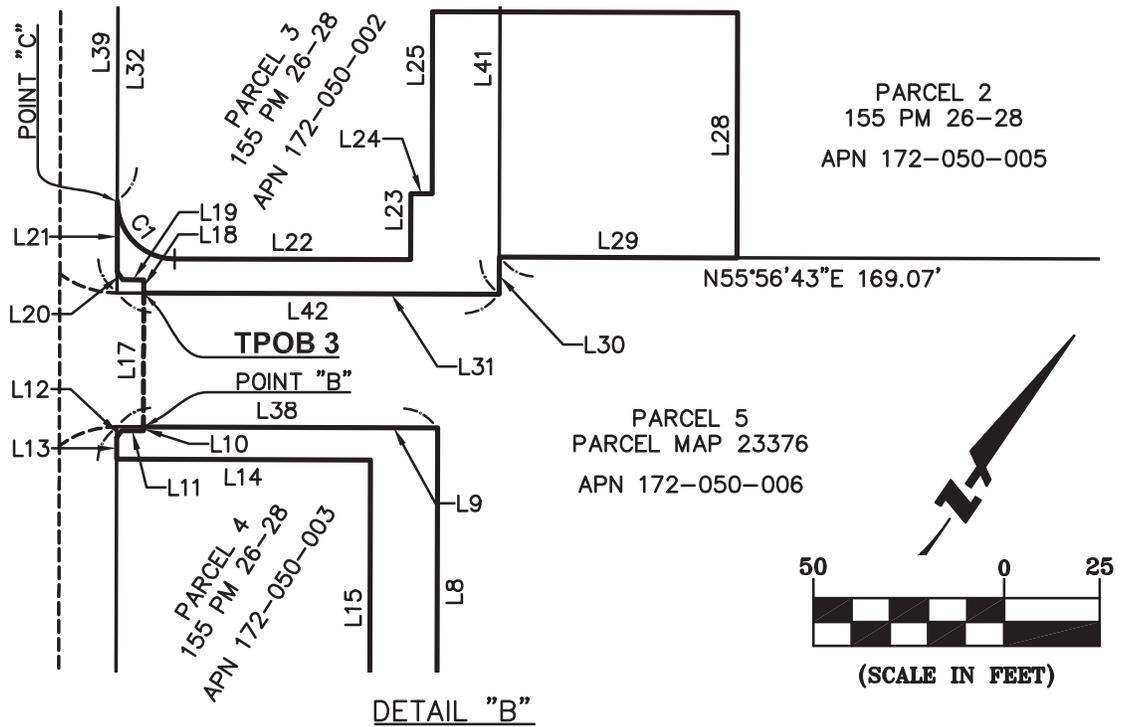
Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-050-001-005
Job No. 20180990
By NP Date 4/07/20 Chkd. WS
SHEET 1 OF 3

EXHIBIT E2
TEMPORARY CONSTRUCTION EASEMENT

MCKINLEY STREET



MCKINLEY STREET



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



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Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-050-001-005
Job No. 20180990
By NP Date 4/07/20 Chkd. WS
SHEET 2 OF 3

EXHIBIT E2
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N55°56'43"E	65.00'
L2	N55°56'43"E	18.50'
L3	N34°03'17"W	41.25'
L4	S55°56'43"W	18.50'
L5	S34°03'17"E	41.25'
L6	N55°56'43"E	65.50'
L7	N34°03'17"W	77.67'
L8	N34°03'17"W	85.83'
L9	S55°56'43"W	77.02'
L10	S34°03'17"E	1.04'
L11	S55°56'43"W	5.76'
L12	S0°40'19"W	2.13'
L13	S34°03'17"E	5.71'
L14	N55°56'43"E	66.47'
L15	S34°03'17"E	77.34'
L16	N55°55'07"E	17.53'
L17	N34°03'17"W	35.00'
L18	N34°03'17"W	3.49'
L19	S55°56'43"W	5.56'
L20	N69°00'12"W	2.48'

LINE TABLE		
	DIRECTION	LENGTH
L21	N34°03'17"W	18.46'
L22	N55°56'43"E	61.80'
L23	N34°03'17"W	17.28'
L24	N55°56'43"E	5.55'
L25	N34°03'17"W	47.61'
L26	S55°56'43"W	17.65'
L27	S55°56'43"W	62.18'
L28	S34°03'01"E	64.17'
L29	S55°56'43"W	62.17'
L30	S34°03'17"E	9.70'
L31	S55°56'43"W	93.02'
L32	N34°03'17"W	69.51'
L33	N34°03'17"W	20.00'
L34	N55°56'43"E	10.00'
L35	S34°03'17"E	20.00'
L36	S55°56'43"W	10.00'
L37	N34°03'17"W	163.50'
L38	N55°56'43"E	84.00'
L39	N34°03'17"W	126.00'
L40	N55°56'43"E	100.00'

LINE TABLE		
	DIRECTION	LENGTH
L41	N34°03'17"W	126.00'
L42	N55°56'43"E	100.00'
L43	N34°03'17"W	28.00'
L44	N55°56'43"E	10.00'
L45	N34°03'17"W	20.86'
L46	N55°56'43"E	115.01'
L47	N34°03'17"W	13.66'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	15.00'	89°59'59"	23.56'
C2	15.00'	19°29'54"	5.10'
C3	40.20'	69°43'13"	48.92'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REVO



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Subject TEMPORARY CONSTRUCTION
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Job No. 20180990
By NP Date 4/07/20 Chkd. WS
SHEET 2 OF 3

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APNs: 172-050-005, 172-050-001, 172-050-002, 172-050-003
PARCEL ID: MSGS-013B-E
COMMERCIAL PROPERTY**

The City of Corona seeks to acquire a Temporary Construction Easement ("TCE") for the removal and relocation of private utility service purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right of usage acquired for the non-exclusive TCE for removal and relocation of private utility services over, above, on, under, in, within, across, along, about and through that portion of land described in Exhibit "F-1" and depicted in Exhibit "F-2" ("Utility TCE") shall be for a period of twenty four (24) consecutive months. A Preliminary Utility Design Improvement Plan for the portion(s) of the Project located on the property is attached as Exhibit "F-3" and incorporated herein by reference ("Plan"). The City's use and occupancy of the Utility TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the Utility TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when work will commence.
- The City's work activities shall include and be incorporated herein by reference ("Utility Work"):
 - Removal and/or abandonment of existing underground electric, telephone, domestic/landscape water, sewer and gas private service lines that will no longer provide active service due to utility main line relocations along McKinley Street associated with the Project.
 - Installation and/or relocation of underground conduit, conductors, pipe, vaults, pads, manholes, transformers, meters, backflow prevention assemblies, and appurtenance equipment associated with replacing underground electric, telephone, domestic/landscape water, sewer and gas private service lines.
 - Utility trench work, asphalt pavement/concrete curb/landscape removal and repair, and trench backfill operations as required for the removal and relocation of private utility services.
 - Location of temporary electrical generators as necessary to supply power to buildings located within the property.
- All Utility Work will be performed within the area depicted as approximate work area limits in Exhibit "F-3" ("Work Area Limits") from 10 P.M. to 6 A.M. with the City demobilizing from the site each day and repairing the parking lot, drive aisles, restaurant drive throughs and associated approaches and exits, as well as landscaped areas as necessary to match existing similar conditions prior to commencement of Utility Work. The City will not store equipment, materials, vehicles, and personnel within the property associated with Utility Work throughout the hours of 6 A.M. to 10 P.M. The City will haul away and remove all debris, rubble, and materials associated with Utility Work prior to 6 A.M. Additionally, the City will not restrict access to the property owner, employees, customers, agents, representatives, contractors, vendors, suppliers, and successors necessary for any shipping, loading, or business operation purposes during the hours of 10 P.M. through 6 A.M. when Utility Work is performed.

- The completion of all Utility Work will result in permanent relocation of underground conduit, conductors, pipes, vaults, pads, manholes, transformers, meters, backflow prevention assemblies and appurtenance equipment associated with relocated private electric, telephone, domestic/landscape water, sewer and gas private services.
- Existing electric, telephone, domestic/landscape water, sewer and gas private services shall remain operational during periods of Utility Work with any necessary temporary shut offs to occur between the hours of 10 P.M. and 6 A.M. The City will provide a minimum of ten (10) working days' notice to the property owner prior to commencement of temporary shut off to private utility services if temporary shutoff is necessary. All services shall be restored in full operation before 6 A.M. each day, unless the private electric service require continued temporary shutoff after 6 A.M. for any day during Utility Work period. The City will provide provisions to have temporary electric generators on the property to maintain continued electric service and located in a manner such that they will not impede vehicular or pedestrian access through the parking lots and to the buildings, and will be removed before the end of each day once the private electrical service is operational.
- The final location of any water meters and backflow prevention assembly structures shall be located in proposed landscaped areas and not within the parking lot.
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will be replaced in kind by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris

**EXHIBIT F1
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1, 2, 3, 4 AND 6, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP 23376, ON FILE IN BOOK 155, PAGE(S) 26 THROUGH 28 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND RIGHT OF VEHICULAR PARKING, UPON, OVER, AND ACROSS THE COMMON AREA, AS SET FORTH IN DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS, RECORDED FEBRUARY 15, 1989 AS INSTRUMENT NO. 47351 OF OFFICIAL RECORDS.

APN: 172-050-001-2, 002-3, 003-4, 005-6, 007-8

AND:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 7 AS SHOWN BY PARCEL MAP NO. 23376, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 155, PAGES 26 THROUGH 28 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

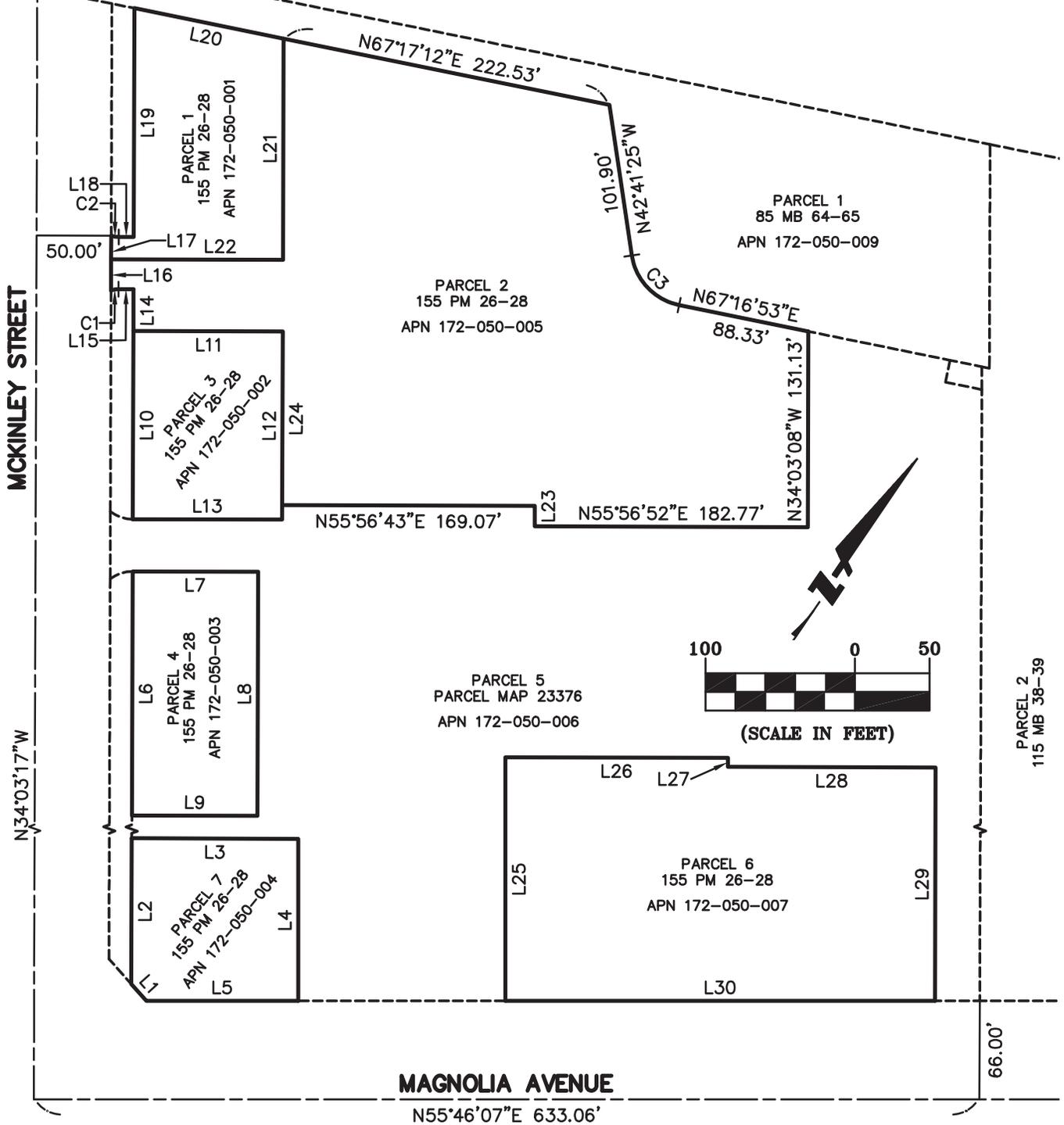
PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND RIGHT OF VEHICULAR PARKING UPON, OVER AND ACROSS THE COMMON AREA, AS SET FORTH IN DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS, RECORDED FEBRUARY 15, 1989 AS INSTRUMENT NO. 47351 OF OFFICIAL RECORDS.

APN: 172-050-004-5

EXHIBIT F2

**TEMPORARY CONSTRUCTION EASEMENT
FOR UTILITY SERVICE REPAIR**



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REVO



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TCE FOR UTILITY SERVICE REPAIR
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 1 OF 2

EXHIBIT F2
TEMPORARY CONSTRUCTION EASEMENT
FOR UTILITY SERVICE REPAIR

LINE TABLE		
	DIRECTION	LENGTH
L1	N75°54'48"W	15.13'
L2	N34°03'17"W	97.59'
L3	N55°56'43"E	111.48'
L4	N34°13'53"W	108.54'
L5	N55°46'07"E	101.72'
L6	N34°03'17"W	163.50'
L7	N55°56'43"E	84.00'
L8	N34°03'17"W	163.50'
L9	N55°56'43"E	84.00'
L10	N34°03'17"W	126.00'
L11	N55°56'43"E	100.00'
L12	N34°03'17"W	126.00'
L13	N55°56'43"E	100.00'
L14	N34°03'17"W	28.00'
L15	N55°56'43"E	10.00'
L16	N34°03'17"W	20.86'
L17	N34°03'17"W	15.86'
L18	N55°56'43"E	10.00'

LINE TABLE		
	DIRECTION	LENGTH
L19	N34°03'17"W	153.30'
L20	N67°17'12"E	102.00'
L21	N34°03'17"W	148.24'
L22	N55°56'43"E	115.00'
L23	N34°03'17"W	13.66'
L24	N34°03'17"W	116.30'
L25	N34°13'53"W	163.15'
L26	N55°56'52"E	149.01'
L27	N34°03'08"W	6.00'
L28	N55°56'52"E	139.02'
L29	N34°03'08"W	156.25'
L30	N55°46'07"E	287.52'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	15.00'	19°29'54"	5.10'
C2	15.00'	19°32'20"	5.12'
C3	40.20'	69°43'13"	48.92'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REVO



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Subject TCE FOR UTILITY SERVICE REPAIR
APN 172-050-001-005
Job No. 20180990
By NP Date 4/09/20 Chkd. WS
SHEET 2 OF 2



Agenda Report

File #: 20-0766

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:

City Council consideration of Precise Plan 2020-0001, for the review of an apartment complex consisting of 15 units on 1.13 acres in the Multiple Family Residential zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue. (Applicant: Hannibal Petrossi of Petrossi & Associates, Inc.)

RECOMMENDED ACTION:

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting PP2020-0001, based on the findings contained in the staff report and conditions of approval.

OR

- b. Set the item for review at a subsequent meeting.

ANALYSIS:

Precise Plan 2020-0001 is an application to review the development of 15 apartments on an in-fill parcel that is 1.13 acres located east of Sherman Avenue between 7th and 8th Streets. The site is a rectangular-shaped parcel surrounded by existing residential and commercial developments and has street frontage from both 7th and 8th Streets. The zoning of the project site is R-3 (Multiple Family Residential) and the General Plan designation is High Density Residential (HDR), which permits multiple-family units and a maximum density of 36 dwelling units per acre (du/ac). The density of the project is 13.27 du/ac.

Site Plan

The 15 apartments will be housed in two two-story buildings located on the project site. Building A

located along the site’s west perimeter contains six units and Building B located along the east perimeter contains nine units. The space between the buildings is a 28-foot wide drive aisle that provides vehicular access to all the units’ garages. The site’s front yard is from 7th Street and has the required 25-foot setback. The rear yard faces 8th Street and has the required 10-foot setback. Driveway access is provided from both streets allowing ingress/egress to and from the site.

The project site also has a trash enclosure and guest parking lot near the northwest corner and a common outdoor recreation area near the northeast corner.

The project requires usable outdoor living space at a ratio of 200 square feet per unit, which equals 3,000 square feet. At least 50 percent of the total required space shall be provided onsite in a single common area for recreational purposes. Additionally, at least 25 percent of the total required space shall be provided in the form of a private balcony or patio contiguous to each unit. The below table demonstrates the project’s compliance with the open space requirement.

**Table A
Outdoor Living Space**

Use	Minimum Requirement per CMC § 17.24.220	Provided
Total outdoor living area	3,000 sq. ft.	5,427 sq. ft.
Single common area	1,500 sq. ft.	3,069 sq. ft.
Private patios	50 sq. ft. per patio	227 sq. ft. to 828 sq. ft.

The single common area is proposed on the north portion of the site and includes a lawn area, tot lot, covered picnic table, and barbeque station.

Floor Plans

The apartments are two stories with an attached two-car garage located on the ground floor in addition to the main living area that includes the dining and kitchen area and powder room. Washer and dryer hookups are also provided within the garage. The second floor contains two bedrooms, a den/study area, two bathrooms, and storage space. The living area, exclusive of the garage, is approximately 1,335 square feet. The R-3 zone requires a minimum living area of 600 square feet.

Architecture

The buildings have Mediterranean architectural accents, and the walls have a stucco finish painted in a warm neutral color. A darker accent color and stone veneer material are proposed around the garage openings. Stone veneer is also applied around the lower portions of the buildings. The roof material is comprised of brown clay tiles. A roof is provided over the two-car garages as an accent to the buildings. Decorative ceramic accent tiles with foam molding trims are placed throughout the building’s facades.

The buildings are approximately 31 feet in height, which complies with the R-3 zone’s maximum building height limit of 40 feet. The buildings also include parapet walls to screen rooftop air conditioning units from public view.

Trash Enclosures

The project requires a trash enclosure of at least 90 square feet. The project proposes a 254 square-foot enclosure adjacent to the guest parking spaces. The enclosure has a veneer base with a stucco finish on the upper portion, which matches the architecture of the buildings. The enclosure is required to be designed to accommodate an organic waste bin, per CMC Chapter 8.20.

Landscaping

The project will consist of various tree species ranging in size from 24-inch to 36-inch box. Also proposed are various shrubs, vines, and groundcover to be planted within the front yard setback and in the common open space. Live turf is proposed for open lawn areas within the common open space, consistent with the City's landscape ordinance, which only allows live turf in multi-family residential projects when used for recreational or functional purposes. Trees having a solid screen landscaping are also required along the north property line adjacent to the common open space to buffer the area from the adjacent commercial property.

Fences and Walls

The west perimeter will have a six-foot high vinyl fence between the project's patios and the senior apartments to the west. The site's east perimeter has an existing 18 to 24-inch wall, which the applicant proposes to maintain and top with a new four-foot high vinyl fence. The north perimeter of the site, which abuts a commercial development, keeps an existing combination block and wrought iron fence. The northeast corner has an existing wrought iron fence that the applicant will replace with a six-foot high block wall. The patios on the end-units will be enclosed by a six-foot high decorative block wall, as these areas would be directly visible from the public streets. All private patios will be separated by six-foot high vinyl fencing.

Parking and Access

Per the municipal code, multiple family residential developments are required to provide parking based on the following ratios:

- 1 bedroom unit - 1.5 covered spaces, plus 1 uncovered guest space/5 units
- 2 bedrooms unit - 2 covered spaces, plus 1 uncovered guest space/5 units
- 3 or more bedrooms unit - 2.5 covered spaces, plus 1 uncovered guest space/5 units

The 15 apartments are all two bedrooms; therefore, 30 covered parking spaces and 3 uncovered guest spaces are required. The project proposes two-car garage spaces for each apartment and seven uncovered guest parking spaces.

The project's primary vehicular access into the site is provided from 7th Street via a 28-foot wide driveway located on the north end of the site. A secondary access point is located on the south end of the site and provides vehicular access from 8th Street. Both driveways allow for ingress and egress. The site has a centrally located drive-aisle that provides vehicular access to the garages. The drive aisle meets the Fire Department's 28-foot width requirement for fire truck access and will serve as a fire lane. The drive aisle curbs will be painted red to prohibit parking within the fire lane.

Public Improvements

The applicant is required to construct the missing public improvements on 7th and 8th Streets

adjacent to the site. On 7th Street, the improvements include the construction of curb and gutter and a six-foot wide sidewalk. On 8th Street, the improvements include curb and gutter and a 12-foot wide landscape parkway, which includes a 4-foot wide sidewalk. The applicant is also required to grind and overlay the north half of 8th Street adjacent to the site, plus 10 additional feet on the south half of 8th Street.

General Plan Consistency

The project is consistent with Housing Goal H-1 because it provides a balance of housing types within the City and corresponding affordability levels to meet demands for housing within all economic segments of the City. Additionally, the project is consistent with Land Use Policy 8.1 by allowing for an infill housing development that is compatible in density and scale with the existing and surrounding land uses. The project's density is 13.27 du/ac which is within the density allowed by the General Plan for the HDR designation of not exceeding 36 du/ac.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The applicant paid \$7,530.00 in application processing fees for the Precise Plan.

ENVIRONMENTAL ANALYSIS:

Per Section 15332 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.22 of the City's Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because the project qualifies as a Class 32 (Infill Development Projects) categorical exemption. The proposed multifamily residential development is consistent with the site's HDR General Plan designation and R-3 zone. The site is within city limits, less than five acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of August 24, 2020, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Siqueland/Jones) and carried unanimously, that the Planning and Housing Commission adopt Resolution No. 2559 granting PP2020-0001, based on the findings contained in the staff report and conditions of approval. The draft minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

Attachments:

1. Exhibit 1 - Locational and Zoning Map
2. Exhibit 2 - Site Plan for PP2020-0001
3. Exhibit 3 - Planning and Housing Commission Staff Report
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 24, 2020.

APPLICANT INFORMATION

Hannibal Petrossi of Petrossi & Associates, Inc., 1300 Bristol Street North, Suite 270, Newport Beach CA 92660

AERIAL & ZONING MAP



Date: 08/13/2020

PP2020-0001



EXHIBIT 1



Agenda Report

File #: 20-0680

**PLANNING AND HOUSING COMMISSION
STAFF REPORT**

DATE: 8/24/2020

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:

PP2020-0001: Precise Plan application for the review of an apartment complex consisting of 15 units on 1.13 acres in the R-3 (Multiple Family Residential) zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue. Applicant is Hannibal Petrossi of Petrossi & Associates, Inc., 1300 Bristol Street North, Suite 270, Newport Beach, CA 92660.

RECOMMENDED ACTION:

That the Planning and Housing Commission adopt Resolution No. 2559 GRANTING PP2020-0001 based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY

Area of Property: 1.13 acres

Existing Zoning: R-3 (Multiple Family Residential)

Existing General Plan: HDR (High Density Residential, 15-36 du/ac)

Existing Land Use: Undeveloped

Proposed Land Use: 15-unit apartment complex

Surrounding Zoning/Land Uses:

N: C-3 (General Commercial) zone / 7th Street and commercial buildings

E: MP (Mobile Park) zone / Riverside County Flood Control storm drain channel and mobile home park

S: R-3 zone / 8th Street and church

W: R-3 zone / Senior Apartments

BACKGROUND

Precise Plan 2020-0001 is an application to review the development of 15 apartments on 1.13 acres located east of Sherman Avenue between 7th and 8th Streets. The site is a rectangular-shaped parcel with frontage on both streets. An improved concrete flood channel runs along the eastern perimeter

of the site. Senior apartments are located to the west. Properties to the north and south contain commercial development and a church.

The zoning of the project site is R-3 (Multiple Family Residential) and the General Plan designation is High Density Residential (HDR), which permits multiple-family units and a maximum density of 36 dwelling units per acre.

The site was previously approved for 16 condominium units in 2005, by Conditional Use Permit (04-020) and Tentative Tract Map (33058). However, the development was never constructed, and the approvals expired in 2007.

The current proposal was preliminarily reviewed by staff as DPR2019-0026 on December 5, 2019. The applicant submitted the official precise plan application to the City on April 8, 2020, which was reviewed by the Project and Environmental Review Committee on April 23, 2020. Staff deemed the application incomplete and provided the applicant a letter outlining missing items. The applicant submitted the missing items and the application was deemed complete on July 27, 2020 and scheduled for a hearing before the Planning and Housing Commission on August 24, 2020.

Recently Approved Housing Legislation

On October 9, 2019 Governor Newsome signed into law Senate Bill 330, known as the Housing Crisis Act of 2019, which is intended to address California's housing shortage. The bill went into effect January 1, 2020. Under the bill a housing development may only be required to comply with the ordinances, policies, and standards that are adopted by a local agency, and in effect when a preliminary application is submitted. Essentially this means a residential developer only needs to meet the minimum code requirements that were in effect at the time the developer submitted his/her Development Plan Review (DPR) application. For example, if the residential project meets the minimum parking requirement and open space requirement under the Corona Municipal Code (CMC), the City cannot require additional parking or open space, even if the project is subject to a discretionary review process.

PROJECT DESCRIPTION

Site Plan

Attached as Exhibit 3.A is the project's proposed site plan. The development proposes to construct two two-story buildings containing a total of 15 attached apartments. Building A contains six units which are located along the site's west perimeter. Building B contains nine units which are located along the east perimeter. Both buildings are designed with the units facing inward towards a central 28-foot wide interior drive aisle that provides vehicular access to all the units' garages. The north end of the site contains a trash enclosure, common outdoor area, and guest parking lot.

By code definition, when a lot has two street frontages, the shorter street frontage is considered the front yard, which dictates building setbacks. For the project site, the 7th Street frontage is the shorter of the two, therefore the front yard faces 7th Street, and the rear yard faces 8th Street. The R-3 zone requires the following perimeter building setbacks:

- 25 feet for the front yard;
- 10 feet for the rear yard;
- 7.5 feet for the interior side yards for two-story buildings.

The proposed buildings comply with the minimum perimeter setbacks. The buildings are also separated from each other by 45 feet, which is the minimum requirement for two-story buildings separated by a drive aisle.

Architecture

As shown on Exhibit 3.C, the buildings have Mediterranean architectural accents, and the walls have a stucco finish painted in a warm neutral color. A darker accent color and stone veneer material are proposed around the garage openings. Stone veneer is also applied around the lower portions of the buildings. The roof material is comprised of brown clay tiles. A roof is provided over the two-car garages as an accent to the buildings. Decorative ceramic accent tiles with foam molding trims are placed throughout the building's facades.

The buildings are approximately 31 feet in height, which complies with the R-3 zone's maximum building height limit of 40 feet. The buildings also include parapet walls to screen rooftop air conditioning units from public view.

Floor Plans

The floor plans of the buildings are shown in Exhibit 3.D. Each unit has two floors with an attached two-car garage. The living area, exclusive of the garage, is approximately 1,335 square feet. The R-3 zone requires a minimum living area requirement of 600 square feet. The ground floor contains an exterior entry into the unit, a living and dining area, powder room, kitchen, and the garage, which has access into the living area. Washer and dryer hookups are provided within the garage. The second floor contains two bedrooms, a den/study area, two bathrooms, and storage space.

Trash Enclosures

Per CMC Section 17.79.040, the City requires a ratio of six (6) square feet of trash enclosure per dwelling unit. The project requires a trash enclosure of at least 90 square feet. As shown on Exhibits 3.A and 3.H, the project proposes a 254 square-foot enclosure adjacent to the guest parking spaces. The enclosure has a veneer base with a stucco finish on the upper portion, which matches the architecture of the buildings. The enclosure is required to be designed to accommodate an organic waste bin, per CMC Section 8.20.

Common and Private Outdoor Living Space

Section 17.24.220 of the municipal code requires the project to provide usable outdoor living space based on a minimum ratio of 200 square feet of outdoor living space per unit. With 15 proposed units, 3,000 square feet of outdoor living space is required. At least 50 percent of the total required space shall be provided onsite in a single common area for recreational purposes. Also, at least 25 percent of the total required space shall be provided in the form of a private balcony or patio contiguous to each unit. The following table summarizes the project's outdoor living space requirement:

**Table A
Outdoor Living Space**

Use	Minimum Requirement per CMC § 17.24.220	Provided
Total outdoor living area	3,000 sq. ft.	5,427 sq. ft.
Single common area	1,500 sq. ft.	3,069 sq. ft.
Private patios	50 sq. ft. per patio	227 sq. ft. to 828 sq. ft.

The private patios and common outdoor area are shown on the applicant’s site plan and landscape plan in Exhibits 3.A and 3.E, respectively. The single common area is proposed on the north portion of the site and includes a lawn area, tot lot, covered picnic table, and barbeque station.

Landscaping

Exhibit 3.E depicts the project’s conceptual landscape plan, which will be installed by the applicant. The plan proposes six different species of trees ranging in size from 24-inch to 36-inch box. The trees will be planted along the central drive aisle between the units, around the common area, and along both street frontages on 7th and 8th Streets. Also proposed are various shrubs, vines, and groundcover to be planted within the front yard setback and in the common open space. Live turf is proposed for open lawn areas within the common open space, consistent with the City’s landscape ordinance, which only allows live turf in multi-family residential projects when used for recreational or functional purposes.

The applicant is required to install landscaping and 24-inch street trees within the parkway along 8th Street adjacent to the project site. No parkway planting is required on 7th Street adjacent to the project site as the segment of 7th Street from Sherman Avenue to the project site is currently designed with no parkway.

Fences and Walls

Solid perimeter fencing is proposed around the project site for privacy and buffering purposes. The west perimeter will have a six-foot high vinyl fence between the project’s patios and the senior apartments to the west. The site’s east perimeter has an existing 18 to 24-inch wall, which the applicant proposes to maintain and top with a new four-foot high vinyl fence. This would result in a six-foot high combination fence consisting of block and vinyl. The north perimeter of the site, which abuts a commercial development, keeps an existing combination block and wrought iron fence. The northeast corner has an existing wrought iron fence that the applicant will replace with a six-foot high block wall. The patios on the end-units will be enclosed by a six-foot high decorative block wall, as these areas would be directly visible from the public streets. All private patios will be separated by six-foot high vinyl fencing.

Access, Circulation, and Public Improvements

The project’s primary vehicular access into the site is provided from 7th Street via a 28-foot wide driveway located on the north end of the site. A secondary access point is located on the south end of the site and provides vehicular access from 8th Street. Both driveways allow for ingress and egress. The site has a centrally located drive-aisle that provides vehicular access to the garages. The drive aisle meets the Fire Department’s 28-foot width requirement for fire truck access and will

serve as a fire lane. The drive aisle curbs will be painted red to prohibit parking within the fire lane.

The applicant is required to construct the missing public improvements on 7th and 8th Streets adjacent to the site. On 7th Street, the improvements include the construction of curb and gutter and a six-foot wide sidewalk. On 8th Street, the improvements include curb and gutter and a 12-foot wide landscape parkway, which includes a 4-foot wide sidewalk. The applicant is also required to grind and overlay the north half of 8th Street adjacent to the site, plus 10 additional feet on the south half of 8th Street.

Parking

Per Chapter 17.76 of the municipal code, which regulates off-street parking requirements, multiple family residential developments are required to provide parking based on the following ratios:

- 1-bedroom unit - 1.5 covered spaces, plus 1 uncovered guest space/5 units
- 2-bedroom unit - 2 covered spaces, plus 1 uncovered guest space/5 units
- 3 or more bedroom unit - 2.5 covered spaces, plus 1 uncovered guest space/5 units

All 15 units within the project have two bedrooms per unit; therefore, the project is required to provide a minimum of 30 covered parking spaces and 3 uncovered guest spaces. The proposed project proposes a two-car garage for each unit and 7 uncovered guest parking spaces. Table B summarizes the parking requirements.

**Table B
Parking Requirement**

Building	No. of dwelling units	Parking Ratio	Parking Required	Parking Provided
A	6	2 covered spaces/2-bedroom unit	12	12
B	9	2 covered spaces/2- bedroom unit	18	18
		1 uncovered guest parking/5 dwelling units	3	7
		Total	33	37

Signage

The applicant’s site plan conceptually depicts the locations where a monument sign could be constructed at the project driveways on 7th and 8th Streets. Exhibit 3.G depicts the proposed monument sign, which is six feet in height and has a sign area of 24 square feet. The R-3 zone permits a maximum sign area of 60 square feet per Section 17.74.150 of the municipal code. The signs match the buildings in terms of color and materials. The sign has a triangular cap with fabric aluminum trim and channel letterings displaying the name “Corona Apartment Homes”. The proposed monument sign is outside the required 10-foot corner cut-off area at each driveway, which provide adequate visibility of traffic and pedestrians.

ENVIRONMENTAL ANALYSIS

Per Section 15332 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.22 of the City's Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because the project qualifies as a Class 32 (Infill Development Projects) categorical exemption. The proposed multifamily residential development is consistent with the site's HDR General Plan designation and R-3 zone. The site is within city limits, less than five acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services. The Notice of Exemption is attached as Exhibit 4.

FISCAL IMPACT

The applicant has paid the application processing fees to cover the cost of the precise plan review, as required by City resolution.

PUBLIC NOTICE AND COMMENTS

A 10-day public notice was mailed to all property owners within a 500-foot radius of the project site, as well as advertised in the *Sentinel Weekly News* and posted at the project site. As of the preparation of this report, the Community Development Department has not received any response from the public regarding the proposal.

STAFF ANALYSIS

The proposed apartment development is a permitted use in the R-3 zone, and its density of 13.27 dwelling units per acre is within the density range of 15 to 36 dwelling units per acre allowed under the General Plan's HDR designation. The proposed multifamily residential use is appropriate for the area, which is comprised primarily of commercial and multifamily residential uses.

The project has been designed to meet the standards for building setbacks, parking, common and private outdoor space, and signage. Perimeter fencing will be provided to provide privacy for the future residences within the development, and from surrounding land uses. There is no prevailing architectural theme that can be seen with the surrounding developments, so the proposed architecture with Mediterranean accents does not conflict with any neighborhood themes. The architecture includes neutral colors with stucco and stone veneer materials, which are compatible with the surrounding residential and commercial buildings. The on-site landscaping complies with the City's landscape ordinance and includes the use of water efficient irrigation and California-friendly plant materials.

A traffic impact analysis prepared by K2 Traffic Engineering (March 2020) indicates that the project would generate 110 daily trips, with 2 inbound and 5 outbound trips in the AM peak hour, and 5 inbound and 4 outbound trips in the PM peak hour. The study also analyzed future traffic impacts generated by the project at three nearby street intersections:

- Sherman Avenue @ Sixth Street
- Sherman Avenue/Border Avenue @ Smith Avenue/10th Street
- Lincoln Avenue @ Sixth Street

All three study intersections are anticipated to operate at an acceptable Level of Service (LOS) D or better under project conditions in the AM and PM peak hours. An LOS D is considered acceptable by the City's General Plan. K2 Traffic Engineering and the City's Public Works Department consider the project's projected traffic impacts to be insignificant.

The project addresses the goals of current state law, which encourage housing development. It also serves the City's General Plan goals and policies that encourage infill development, including General Plan Housing Goal H-1, which promotes a balance of housing types and corresponding affordability levels to provide for the community's demand for housing within all economic segments of the City. The project also fulfills General Plan Land Use Policy LU-8.1 because the project would result in the development of an infill housing development that is compatible in density and scale with the existing and surrounding land uses. The Planning Division recommends approval of PP2020-0001 based on the findings listed below, and staff's recommended conditions of approval.

FINDINGS OF APPROVAL FOR PP2020-0001

1. The City of Corona has determined that this project is exempted from the California Environmental Quality Act (CEQA) pursuant to Section 15332 of the State Guidelines for Implementing CEQA and Section 3.22 of the City's Local CEQA Guidelines because the project qualifies as a Class 32 categorical exemption (Infill Development Projects). The proposed multi-family residential development is consistent with the site's HDR (High Density Residential) General Plan designation and R-3 zone. The site is within city limits, less than five (5) acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services.
2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91 of Corona Municipal Code exist in reference to PP2020-0001 for the following reasons:
 - a. *The 15-unit apartment complex is consistent with the High Density Residential land use designation of the General Plan because this land use is intended to accommodate multifamily residential developments. Also, the project would result in a density of 13.27 dwelling units per acre, which does not exceed the maximum density of 36 dwelling units per acre.*
 - b. *The proposal complies with the R-3 zone, which permits the development of multiple family residential buildings. Additionally, the project complies with the development standards established by the Corona Municipal Code for the R-3 zone with respect to building setbacks, parking, landscaping, common and private open space, fencing, signage, and trash enclosure requirements.*
 - c. *The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, the project is exempt from further review.*
 - d. *The site is of a sufficient size and configuration to accommodate the design and scale of the proposed development, including buildings and elevations, landscaping, parking, and other physical features of the proposal, as demonstrated by the project's plans*

attached to this report as Exhibits 3.A through 3.H.

- e. *The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards under the Corona Municipal Code. Development of the project will generate the necessary public improvements within 7th and 8th Streets along the project frontage. The project's projected traffic impacts to the area have been analyzed and determined to be insignificant. The buildings are designed to be compatible with the existing character of the surrounding area.*
 - f. *The proposed architectural design of the proposed development is compatible with the character of the surrounding neighborhood, which does not have a prevailing architectural theme, and it will enhance the visual character of the neighborhood by improving a vacant-undeveloped infill property, and will provide for the harmonious, orderly, and attractive development of the site. The project also includes landscaping that will further enhance the site and its environment.*
 - g. *The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through materials, texture, and color that is aesthetically appealing, and will retain a reasonably adequate level of maintenance as the project design in detail and as a whole consist of high quality materials, meeting the standards established in the Corona Municipal Code and the City's Residential Architectural Design Guidelines. The building colors are neutral and harmonious with the neighboring buildings.*
3. The proposal is consistent with the General Plan of the following reasons:
- a. *The project's architectural design, perimeter fencing, and overall layout fulfill Land Use Policy LU-7.8, which requires that new multi-family residential projects be designed to convey a high level of visual and physical quality and distinctive neighborhood character.*
 - b. *The project serves Housing Goal H-1 by contributing to the City's goal of having a balance of housing types and corresponding affordability levels to provide for the community's demands for housing within all economic segments of the City.*
 - c. *Development of the project site fulfills Land Use Policy 8.1 by allowing for development of an infill housing development that is compatible in density and scale with the existing and surrounding land uses.*
4. The proposal is consistent with the R-3 zone of the Corona Municipal Code for the following reason:
- a. *The project is consistent with the Corona Municipal Code because multiple family residential structures are permitted uses in the R-3 zone. Also, the project complies with the development standards of the R-3 zone in terms of setbacks, building height, parking, architecture, fencing and walls, and landscaping.*

PREPARED BY: RAFAEL TORRES, ASSISTANT PLANNER

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

REVIEWED BY: JAY EASTMAN, PLANNING MANAGER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Resolution No. 2559
2. Locational and Zoning Map
- 3.A - Site Plan
- 3.B - Conditions of Approval
- 3.C - Elevations
- 3.D - Floor & Roof Plans
- 3.E - Conceptual Landscape Plan
- 3.F - Fence and Wall Plan
- 3.G - Signage
- 3.H - Trash Enclosure
- 3.I - Preliminary Grading and Utility Plans
- 3.J - Applicant's letter dated May 20, 2020, addressing the proposed project
4. Environmental Documentation

Case Planner: Rafael Torres (951) 736-2262



RESOLUTION NO. 2559

APPLICATION NUMBER: PP2020-0001

A RESOLUTION OF THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, GRANTING A PRECISE PLAN FOR THE REVIEW OF AN APARTMENT COMPLEX CONSISTING OF 15 UNITS ON 1.13 ACRES IN THE R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE LOCATED ON THE NORTH SIDE OF WEST 8TH STREET, APPROXIMATELY 170 FEET EAST OF SHERMAN AVENUE. (APPLICANT: HANNIBAL PETROSSI OF PETROSSI & ASSOCIATES, INC.)

WHEREAS, the application to the City of Corona, California, for a Precise Plan under the provisions of Chapter 17.91 in the Corona Municipal Code, has been duly submitted to said City's Planning and Housing Commission to review a 15-unit apartment complex proposed on 1.13 acres in the R-3 (Multiple Family Residential) zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue.

WHEREAS, the Planning and Housing Commission held a noticed public hearing for PP2020-0001 on August 24, 2020, as required by law; and

WHEREAS, the Planning and Housing Commission finds that this project is exempt from CEQA pursuant to Section 15332 of the State CEQA Guidelines and Section 3.22 of the City of Corona Local Guidelines for Implementing CEQA as an Infill Development Project.

WHEREAS, after close of said hearing, the Commission by formal action, found that all the conditions necessary to granting a Precise Plan as set forth in Corona Municipal Code Section 17.91.070 do exist in reference to PP2020-0001 based on the evidence presented to the Commission during said hearing; and

WHEREAS, the Planning and Housing Commission based its recommendation to approve the PP2020-0001 on certain conditions of approval and the findings set forth below.

EXHIBIT 1

**NOW, THEREFORE, THE PLANNING AND HOUSING COMMISSION
OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Findings. As the decision-making body for this PP2020-0001, the Planning and Housing Commission has determined that this project does not require further environmental assessment because the project qualifies as a categorical exemption for Infill Development Projects under CEQA per Section 15332 of the State Guidelines and Section 3.22 of the City of Corona adopted Local Guidelines for implementing CEQA. There is no evidence presented to the city that the project will have any significant effects on the environment.

SECTION 2. PP2020-0001 Findings. Pursuant to Corona Municipal Code (“CMC”) section 17.91.070 and based on the entire record before the Planning and Housing Commission, including all written and oral evidence presented to the Commission, the Commission hereby makes and adopts the following findings:

1. The City of Corona has determined that this project is exempted from the California Environmental Quality Act (CEQA) pursuant to Section 15332 of the State Guidelines for Implementing CEQA and Section 3.22 of the City’s Local CEQA Guidelines because the project qualifies as a Class 32 categorical exemption (Infill Development Projects). The proposed multi-family residential development is consistent with the site’s HDR (High Density Residential) General Plan designation and R-3 zone. The site is within city limits, less than five (5) acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services.
2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91 of Corona Municipal Code exist in reference to PP2020-0001 for the following reasons:
 - a. *The 15-unit apartment complex is consistent with the High Density Residential land use designation of the General Plan because this land use is intended to accommodate multifamily residential developments. Also, the project would result in a density of 13.27 dwelling units per acre, which is within the allowable density range of 15 to 36 dwelling units per acre.*
 - b. *The proposal complies with the R-3 zone, which permits the development of multiple family residential buildings. Additionally, the project complies with the development standards established by the Corona Municipal Code for the R-3 zone with respect to building setbacks, parking, landscaping, common and private open space, fencing, signage, and trash enclosure requirements.*
 - c. *The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, the project is exempt from further review.*
 - d. *The site is of a sufficient size and configuration to accommodate the design and scale of the proposed development, including buildings and elevations, landscaping, parking, and other physical features of the proposal, as*

demonstrated by the project's plans attached to this report as Exhibits 3.A through 3.H.

- e. The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards under the Corona Municipal Code. Development of the project will generate the necessary public improvements within 7th and 8th Streets along the project frontage. The project's projected traffic impacts to the area have been analyzed and determined to be insignificant. The buildings are designed to be compatible with the existing character of the surrounding area.*
 - f. The proposed architectural design of the proposed development is compatible with the character of the surrounding neighborhood, which does not have a prevailing architectural theme, and it will enhance the visual character of the neighborhood by improving a vacant-undeveloped infill property, and will provide for the harmonious, orderly, and attractive development of the site. The project also includes landscaping that will further enhance the site and its environment.*
 - g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through materials, texture, and color that is aesthetically appealing, and will retain a reasonably adequate level of maintenance as the project design in detail and as a whole consist of high quality materials, meeting the standards established in the Corona Municipal Code and the City's Residential Architectural Design Guidelines. The building colors are neutral and harmonious with the neighboring buildings.*
3. The proposal is consistent with the General Plan of the following reasons:
- a. The project's architectural design, perimeter fencing, and overall layout fulfill Land Use Policy LU-7.8, which requires that new multi-family residential projects be designed to convey a high level of visual and physical quality and distinctive neighborhood character.*
 - b. The project serves Housing Goal H-1 by contributing to the City's goal of having a balance of housing types and corresponding affordability levels to provide for the community's demands for housing within all economic segments of the City.*
 - c. Development of the project site fulfills Land Use Policy 8.1 by allowing for development of an infill housing development that is compatible in density and scale with the existing and surrounding land uses.*
4. The proposal is consistent with the R-3 zone of the Corona Municipal Code for the following reason:
- a. The project is consistent with the Corona Municipal Code because multiple family residential structures are permitted uses in the R-3 zone. Also, the project complies with the development standards of the R-3 zone in terms of setbacks, building height, parking, architecture, fencing and walls, and landscaping.*

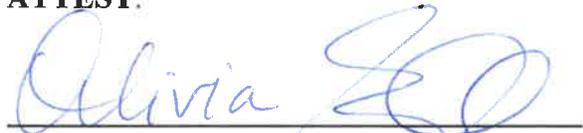
BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the City Clerk of said City and a copy thereof be sent to the applicant therefore at the address of said applicant as set forth in the application for said PP2020-0001.

Adopted this 24th day of August, 2020.



Karen Alexander, Chair
Planning and Housing Commission
City of Corona, California

ATTEST:



Olivia Sanchez
Secretary, Planning and Housing Commission
City of Corona, California

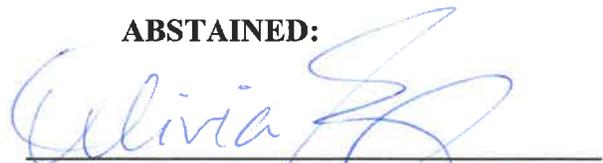
I, Olivia Sanchez, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in a regular session of said Planning and Housing Commission duly called and held on the 24th day of August, 2020, and was duly passed and adopted by the following vote, to wit:

AYES: Alexander, Siqueland, Hooks, Jones, Meza

NOES:

ABSENT:

ABSTAINED:



Olivia Sanchez
Secretary, Planning and Housing Commission
City of Corona, California

AERIAL & ZONING MAP



Date: 08/13/2020

PP2020-0001



EXHIBIT 2



100 N BRISTOL STREET SUITE 20
NEWPORT BEACH, CA 92660
TEL: (949) 833-3230
FAX: (949) 833-1145
E-MAIL: HP@PETROSSIASSOC.COM

PROJECT

CORONA APARTMENT HOMES

APN : 110-040-046
CORONA, CA 92882

DRAWING:

SITE PLAN

CHECKED BY:

DATE: 5-20-2020

ISSUED FOR:

REVIEW

PLAN CHECK

BIDDING

PERMIT

CONSTRUCTION

DRAWN BY

SHEET NO:

A-1

SITE PLAN KEYED NOTES :

- 1 4" CONC. WALK W/ 4" x 18" O.C. EA. WAY PROVIDE EXP. JOINTS @ MAX 12'-0" O.C. AND TOOL JOINTS @ MAX 4'-0" O.C. AS PER DETAILS S & 10 / AD-1 REFER TO CIVIL DUGS FOR ALL SLOPES
- 2 6" THICK STAMPED CONC. W/ 4" x 18" O.C. EA. WAY IN EUROPEAN FAN PATTERN
- 3 LANDSCAPE AREA REFER TO LANDSCAPE DUGS.
- 4 PAINT 4" WIDE BLUE COLOR (3 COATS)
- 5 PAINT 4" WIDE PARKING STOPPING (3 COATS)
- 6 PAINTED DIRECTIONAL ARROWS
- 7 4" WIDE HIGHWAY WHITE PAINTED LETTERING 150"PT.
- 8 INTERNATIONAL SYMBOL ACCESSIBILITY.
- 9 PAVING SEE TO CIVIL DUGS.
- 10 TRUNCATED DORIES
- 11 ENTRANCE ACCESSIBLE PARKING SIGN
- 12 ACCESSIBLE PARKING SIGN
- 13 LIGHT POLE FIXTURE REFER TO ELECTRICAL
- 14 FREE STANDING MONUMENT UNDER SEPARATE PERMIT
- 15 COMMON MAIL BOXES
- 16 SETBACK LINE
a. FRONT SETBACK
b. REAR SETBACK
c. SIDE SETBACK
- 17 SETBACK LINE BETWEEN 2 BUILDINGS
- 18 6'-0" HIGH DECORATIVE SLUMPED BLOCK FENCE SEE TO SHEET A-U FOR DETAIL
- 19 6'-0" HIGH FENCE SEE DETAIL SHEET A-U
- 20 TRASH ENCLOSURE FOR GARBAGE, RECYCLING AND ORGANIC WASTE
- 21 ELECTRICAL METER CABINET
- 22 GAS METER
- 23 WATER METER SHALL BE INSTALLED PER CITY STANDARD 400
- 24 FIRE SPRINKLER RISER
- 25 LADDER TO ROOF
- 26 FIRE HYDRANT WITH MIN. FLOW OF 2500 GPM SEE CIVIL DRAWINGS
- 27 FENCE, SEE TO SHEET A-U FOR DETAILS
- 28 DCGA SEE TO CIVIL DUGS.
- 29 RED CURB FOR LINE OF SIGHT SEE TO CIVIL DUGS.
- 30 PROPOSED WATER QUALITY FACILITY SEE CIVIL DUGS.

SITE PLAN NOTES :

1. ALL ACCESSIBILITY SLOPES ARE NO GREATER THAN 5% AND CROSS SLOPES NO GREATER THAN 2%
2. FOR ALL ACCESSIBILITY SUCH AS SLOPES, CROSS SLOPES AND SPOT ELEVATIONS REFER TO CIVIL DRAWINGS
3. ———— INDICATE PATH OF TRAVEL FROM PUBLIC RIGHT OF WAY
4. GROVES AND WEEDS ABATEMENT SHALL BE MAINTAINED SO AS NOT TO POSE A FIRE HAZARD UNTIL TIME OF DEVELOPMENT.
5. RESIDENTIAL FIRE SPRINKLER SHALL BE INSTALLED PER CALIFORNIA 2018 FIRE CODE AND NFPA 13.
6. - - - - - P.L. - - - - - INDICATE PROPERTY LINE

UNITS PATIO AREA SCH. :

UNIT NUMBER	PATIO AREA (SQ. FT.)
UNIT 1	22151
UNIT 2	22151
UNIT 3	22151
UNIT 4	22151
UNIT 5	22151
UNIT 6	55134
UNIT 7	82831
UNIT 8	29278
UNIT 9	33021
UNIT 10	29671
UNIT 11	22923
UNIT 12	23069
UNIT 13	29971
UNIT 14 (ADA)	37162
UNIT 15 (ADA)	40441

PROJECT SUMMARY :

SCOPE OF WORK : CONSTRUCT A NEW APARTMENT COMPLEX WITH 2 BUILDINGS OF 2 STORY TOTALING 15 TOWNHOUSE UNITS

GENERAL PLAN DESIGNATION : HDR (HIGH DENSITY RESIDENTIAL, B-36 DU/AC)
PROPOSED DENSITY : 15 UNITS / 1/3 AC = 137 DU/AC
ZONING : R3
TYPE OF CONSTRUCTION : V-B (ON SITE FIRE HYDRANT)
OCCUPANCY : R-2
SPRINKLER : YES
STORY : 2

SITE :

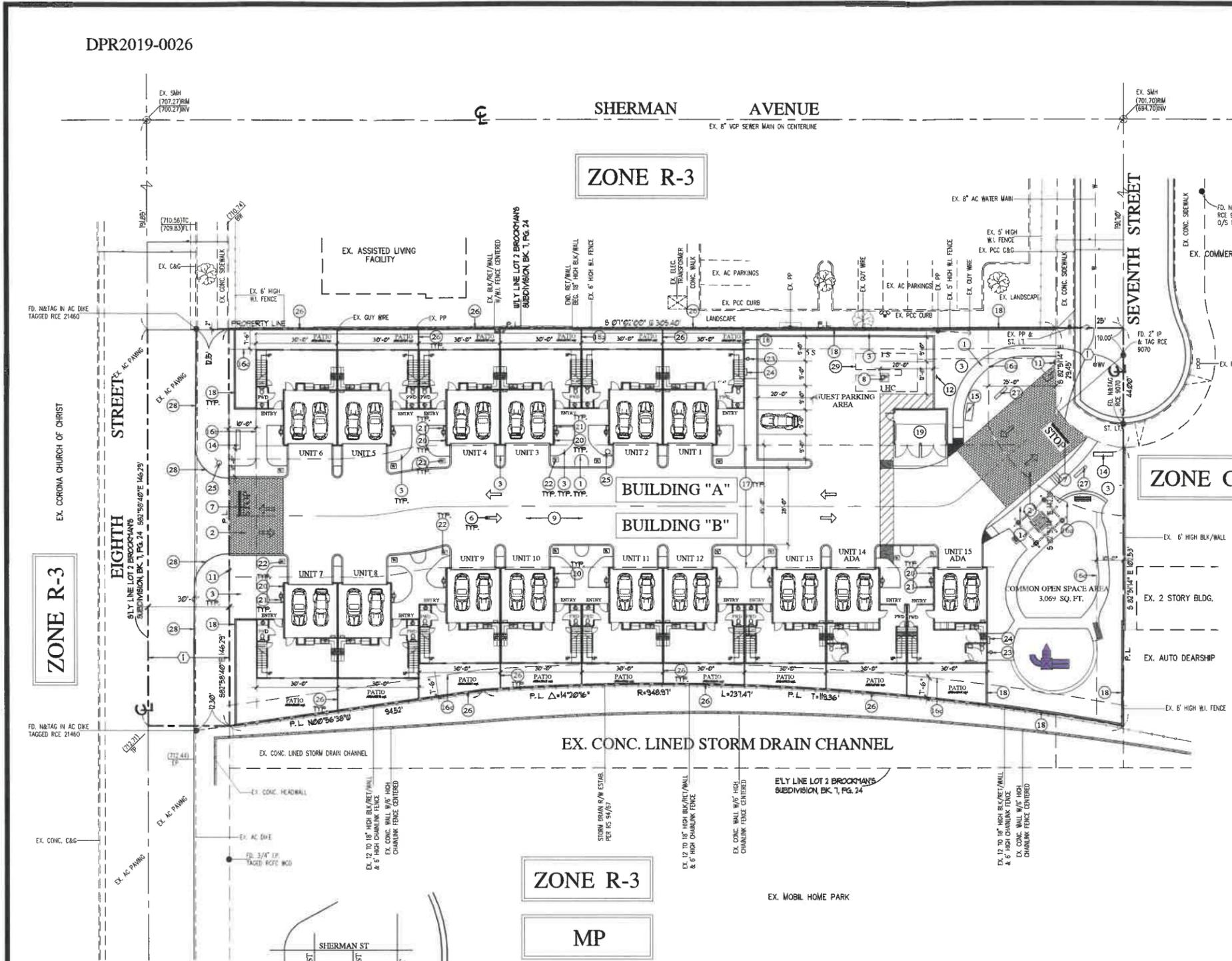
APN'S : 110-040-046
LOT AREA : 49,438.55 SQ. FT. (1/3 AC)
LOT COVERAGE :
BUILDING : 13,926 SQ. FT. 28.16%
OPEN SPACE AREA :
PATIOS : 4,899 SQ. FT. 9.71%
COMMON OPEN SPACE AREA : 3,069 SQ. FT.
LANDSCAPE : 5,048 SQ. FT. 10.21%
TRASH ENCLOSURE REQUIREMENTS :
REQUIRED : 6 SQ. FT. x 15 UNITS = 90 SQ. FT.
PROVIDED : 294 SQ. FT.

BUILDINGS AREA :

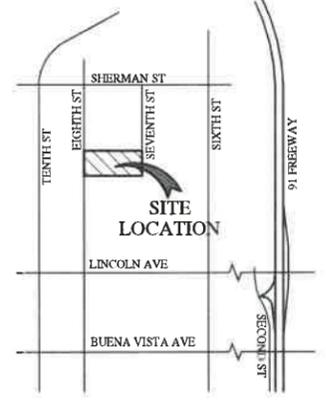
BUILDING "A" :
FIRST FLOOR INCLUDING GARAGE : 5,568 SQ. FT.
SECOND FLOOR : 4,884 SQ. FT.
TOTAL : 10,452 SQ. FT.
BUILDING "B" :
FIRST FLOOR INCLUDING GARAGE : 8,352 SQ. FT.
SECOND FLOOR : 1,281 SQ. FT.
TOTAL : 9,633 SQ. FT.
TOTAL BUILDINGS AREA : 20,085 SQ. FT.
TYPICAL UNIT AREA :
FIRST FLOOR INCLUDING GARAGE : 928 SQ. FT.
SECOND FLOOR : 809 SQ. FT.
TOTAL : 1,737 SQ. FT.

PARKING :

REQUIRED PARKING :
2 GARAGE PER UNIT : 2x15 = 30
GUEST PARKING : 1/5 UNITS = 3
TOTAL REQUIRED : 33
PROVIDED :
2 GARAGE PER UNIT : 2x15 = 30
GUEST PARKING : 1
TOTAL PROVIDED : 31



PROPOSED SITE PLAN
SCALE : 1" = 20'



VICINITY MAP
N.T.S.



Project Conditions

City of Corona

Project Number: PP2020-0001

Description: **15 MULTI-FAMILY UNIT HOMES WITH 2 BUILDINGS**

Applied: **4/8/2020**

Approved:

Site Address: **BETWEEN 7TH ST AND 8TH STREET CORONA, CA 0**

Closed:

Expired:

Status: **COMPLETE**

Applicant: **Petrossi & Associates In**

Parent Project: **DPR2019-0026**

1300 Bristol St. N.#270 Newport Beach CA, 92660

Details: **Two buildings consist of 6 and 9 unit rental townhomes with two car garage each between 8th St and 7th St**

LIST OF CONDITIONS

DEPARTMENT	CONTACT
BUILDING	Dana Andrews
<ol style="list-style-type: none"> 1. BUILDING DEPARTMENT CONDITIONS 2. Access, sanitary facilities, and parking shall comply with Title 24 Handicap Requirements. 3. Construct trash enclosures per city standards. May be obtained at Bldg. Dept. Counter. 4. Construction activity shall not occur between the hours of 8:00 pm to 7:00 am, Monday thru Saturday and 6:00 pm to 10:00 am on Sundays and Federal Holidays. 5. Provide draft stops in attic areas in line with common walls. 6. Roofing material shall be Class A. 7. Exterior walls shall be constructed of the required fire rating in accordance with U.B.C. Table 5-A. 8. Openings in exterior walls shall be protected in accordance with U.B.C. Table 5-A. 9. Walls and floors separating dwelling units in the same building shall not be less than 1-hour fire resistive construction. 10. Submit five (5) complete sets of plans including the following - * Plot Plan * Foundation Plan * Floor Plan * Ceiling and roof framing plan * Electrical Plans (electrical service shall be underground per Corona Municipal Code Section 15.06), including size of main switch, number and size of service entrance conductors, circuit schedule and demand load. * Plumbing and sewer plan, isometric, including underground diagram, water piping diagram, sewer or septic tank location, fixture units, gas piping and vents, heating and air conditioning diagram. * Landscape and Irrigation plans; Submit four (4) complete sets detached from building plans. Landscape Maintenance District plans shall be submitted directly to the Public Works Department. Landscape plans shall be approved prior to the issuance of any Building Permits. 11. Submit two (2) sets of structural calculations, energy conservation calculations and soils reports. Architects/Engineers stamp and wet signature is required prior to submittal of plan check. 12. Provide Method of both airborne and impact sound transmission control between dwelling units. 13. Fees - a. Occupancy fee of \$255.00 at the time of permit per unit. b. Property Development Tax at \$960.00 per dwelling unit. c. Storm water drainage fee at \$0.13 per square foot for Residential/ \$0.025 per square foot for Commercial \u0026 Manufacturing. d. School Fees shall be paid prior to issuance of permit. Provide copy of receipt to the Building Department. 14. Separate permits are required for all fences, walls and paving. 15. Comply with the Corona Burglary Ordinance # 15.52. Copies are available at the Building Department counter. 16. All contractors must show proof of State and City licenses, and workmen's compensation insurance to the City prior to the issuance of permits. 17. All Fees Including Development Fees Must Be Paid in Full Prior to NIC or C of O Issuance 18. All Fees Including City Impact Fees Must Be Paid in Full Prior to NIC or C of O Issuance 19. Provide accessible parking calculations indicating the required number of accessible spaces including van spaces. 	



Project Conditions

City of Corona

BUILDING	Dana Andrews
	<p>20. Where 5 or more multifamily dwelling units are constructed, provide permanent recycling facilities for the building occupants for recycling of nonhazardous materials in compliance with the California Green Building Standards Code.</p> <p>21. An approved Construction Waste Management Plan and Recycling Worksheets shall be kept on site and maintained by the applicant, and made available for inspection by City representatives at all times in accordance with the California Green Building Standards Code. Documentation which demonstrates compliance with the minimum recycling of waste materials required by CAL Green shall be provided to the building inspector prior to issuance of Certificate of Occupancy or Final Approval.</p> <p>22. Trash and recycling enclosures shall be accessible per CBC chapter 11B and meet Public Works Department minimum dimensions for the City's waste hauler. Provide enlarged plans and details for construction of trash/recycling enclosures.</p>
FIRE	Cindi Schmitz
	<p>1. Place Fire Department DPR comments on plans as general notes.</p> <p>2. Plans shall show a minimum drive width of 28 feet.</p> <p>3. All projects shall comply with the City of Corona Fire Department Site Construction Standard. A copy of which is available at the coronaca.gov. Projects shall have approved all weather access from two (2) directions and fire hydrants providing the required fire flow tested and accepted prior to combustible construction.</p> <p>4. Street and drive grades shall not exceed 10% unless approved by the Fire Chief and City Engineer.</p> <p>5. Any overhead obstruction such as the second story of a building, Porte cochere, etc., that intrudes into the required clear width of fire vehicle access drives shall provide a minimum clear height of fifteen (15) feet unless otherwise approved by the Fire Chief.</p> <p>6. A Knox Padlock shall be provided for building(s) in this project. To apply for a Knox product visit https://www.knoxbox.com/</p> <p>7. A minimum fire flow of 2500 gallons per minute at 20 psi shall be provided for multi-family dwellings.</p> <p>8. Fire hydrants are to be spaced a maximum 250 feet apart.</p> <p>9. Provide Class A roofing material on all structures per the Corona Municipal Code.</p> <p>10. Groves and weed abatement shall be maintained so as not to pose a fire hazard until time of development.</p> <p>11. A specific address, assigned by the City of Corona, Public Works Department, shall be provided for each building as specified by the fire department address standard which can be obtained at coronaca.gov/fire. Addresses must be illuminated during all hours of darkness.\r\r</p> <p>12. Provide a minimum twenty-five (25) foot inside and fifty (50) foot outside radius for access drive(s).</p> <p>13. Smoke detectors and/or carbon monoxide detectors shall be installed per the California Building, Fire and Residential Code.\r\r</p> <p>14. At no time shall fire hydrants or fire lanes be blocked by building materials, storage, equipment, and/or vehicles.\r\r</p> <p>15. Multiple unit buildings shall have suite number identification assigned by the Fire Department. Submit an exhibit for review and approval to the Fire Department. A copy of the Premise Identification Standard is available at coronaca.gov/fire</p> <p>16. Residential Fire Sprinklers shall be installed per California Fire and Residential Code, and NFPA 13.</p>



Project Conditions

City of Corona

PLANNING

1. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate.
2. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition.
3. The project shall comply with all applicable requirements for the R-3 zone under Corona Municipal Code (CMC) and ordinances including the payment of all required fees.
4. The project shall comply with the approved exhibits and conditions of approval for PP2020-0001
5. Approval of PP2020-0001 is conditional upon the privileges being utilized by the securing of the first permit within two (2) years of the effective date of this precise plan approval, and if construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege or permit granted shall be deemed to have elapsed.
6. Landscape plans shall be submitted as a separate submittal to the Building Division for plan check. At time of submittal, the developer shall submit a landscape deposit in the amount of \$2,500 to the Planning Division which will be applied towards landscape plan check and inspection services to be provided by a landscape consultant. Any money left remaining at the completion of the project will be reimbursed to the developer. Please note, this deposit is separate from the Building Division's plan check submittal fee.
7. The applicant shall, prior to issuance of a building permit, submit landscape plans prepared by a licensed landscape architect for review and approval by the Community Development Department. Plans shall be prepared in accordance with the state and local city guidelines.
8. Prior to the issuance of a certificate of occupancy for each residential unit, the on-site landscaping, parkways, walls and fences shall be installed per the approved plans.
9. Prior to the start of earthwork on the project site, the developer shall send grading and construction notices to the nearby residents closest to the project site. The notice shall provide contact information for construction concerns involving noise and dust.
10. The developer shall install a perimeter chain link fence with a dust tamer screening during construction.
11. The proposed six-foot high vinyl fencing for the perimeters and between units shall be compatible with the buildings color and design. All block walls shall be constructed of decorative block material as approved by the Community Development Department.
12. All block walls shall be treated with an anti-graffiti coating
13. All fences and walls shall be submitted for plan-check under a separate submittal.
14. The proposed monument sign on 8th Street shall provide a 10-foot corner cut-off area from property line in order to allow visibility for traffic and pedestrians.



Project Conditions

City of Corona

PLANNING	
	<ol style="list-style-type: none"> 15. Parking spaces that are perpendicular to the street shall be screen by 3-foot high shrubs for headlight buffering purposes. 16. A sign permit shall be obtained from the Planning and Building divisions prior to the installation of any signs on the project site. 17. All signage shall be constructed in accordance with the sign criteria under the Corona Municipal Code as applicable. 18. All trash enclosures shall be constructed of decorative masonry such as splitface or slumpstone block or stucco finish to match buildings as approved by the Community Development Department. 19. The applicant shall demonstrate at plan-check that the trash enclosure is designed to accommodate an organic bin in accordance with CMC Chapter 8.20. 20. This project is subject to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) fee under the category of residential density between 8.0 and 14 dwelling units per acre. This fee shall be paid at time of building permit issuance. 21. The applicant shall provide additional landscaping in the form of mature Cyprus trees or solid screen landscaping to screen the common open space along the northerly boundary of the project site, adjacent to the commercial buildings to the north. The trees shall be shown on the landscape plans, shall be of a size that creates near-term screening, and shall be planted accordingly per the recommendations of the licensed landscape architect [ADDED BY THE PLANNING AND HOUSING COMMISSION ON AUGUST 24, 2020]. 22. The apartment complex lease agreements shall include language requiring garages to be used and remain available for parking at all times, and neither garage parking space shall be used for storage. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON AUGUST 24, 2020] 23. The lease agreement shall limit the number of tenant occupants within each unit to the maximum occupancy permitted based on number and size of bedrooms, as determined under the Building Code. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON AUGUST 24, 2020.] 24. The property owner shall install, maintain and enforce signage in the guest parking lot to restrict guest spaces to tenant's guests. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON AUGUST 24, 2020]
POLICE	Cindi Schmitz
	<ol style="list-style-type: none"> 1. The Corona Police Department recommends additional cameras, lighting or windows to dissuade vandalism due to the lack of windows in the rear of the buildings.
PUBLIC WORKS	Michele Hindersinn
	<ol style="list-style-type: none"> 1. The Public Works and the Departments of Water and Power, Maintenance and Parks and Landscaping Conditions of Approval for the subject application and shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to the Public Works Department Land Development Section. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail. 2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions. 3. Prior to issuance of grading permit, the applicant shall demonstrate to the satisfaction of the Public Works Director that the proposed project will not unreasonably interfere with the use of any easement holder of the property. 4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required. 5. The submitted site plan shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said site plan to be resubmitted for further consideration. 6. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City. 7. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances. 8. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.



Project Conditions

City of Corona

PUBLIC WORKS

Michele Hindersinn

9. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
- (a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
 - (b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code, unless otherwise extended or shortened by the Public Works Director or Building Official.
 - (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

10. Prior to issuance of a building permit, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following:
- a) All street facilities fronting the project along W. Eighth Street and W. Seventh Street
 - b) All drainage facilities
 - c) All required grading, including erosion control.
 - d) All required sewer, water and reclaimed water facilities.
 - e) All required landscaping
 - f) All under grounding of overhead utilities, except for cables greater than 32k volts.
11. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.
12. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Registered Engineer to the Public Works Department Land Development Section. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
13. Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department Land Development Section.
14. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID # shall be displayed on the title sheet of the grading plans.
15. Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
16. Prior to issuance of grading permit or construction of any improvements, a letter will be required from a qualified botanist, plant taxonomist or field biologist specializing in native plants, stating that an investigation and/or eradication of scale broom weed (*Lepidospartum Squamatum*) has been completed.
17. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
18. Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested.
19. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.



Project Conditions

City of Corona

PUBLIC WORKS	Michele Hindersinn
	<p>20. Prior to issuance of any grading permit, any environmental Phase I and Phase II findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented.</p> <p>21. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.</p> <p>22. Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Public Works Land Development Section for approval. Upon its final approval, the applicant shall submit one copy on a CD-ROM in PDF format.</p> <p>23. Prior to the issuance of the first Certificate of Occupancy, the applicant shall record Covenants, Conditions and Restrictions (CC&R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP.</p> <p>24. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.</p> <p>25. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.</p> <p>26. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director.</p> <p>27. Prior to approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.</p> <p>28. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. All residential lots shall drain toward the street. Lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains.</p> <p>29. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the Public Works Director.</p> <p>30. Prior to issuance of a building permit, the applicant shall offer for dedication all required street rights-of-way along W. Eighth Street to meet Local Low Volume Standard (City Std. 108) and along W. Seventh Street to meet a modified Low Volume Standard (City Std. 108) and Offset Cul-De-Sac (City Std. 127), or as otherwise approved by the Public Works Director. Said dedication shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the Public Works Director.</p> <p>31. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall include the following:</p> <ul style="list-style-type: none">a) All local and/or major arterial highways' vertical and horizontal alignments shall be approved by the Director of the Public Works Department.b) All driveways shall conform to the applicable City of Corona standards and shall be shown on the street improvement plans.c) All street intersections shall be at ninety (90) degrees or as approved by the Public Works Director.d) All reverse curves shall have a minimum tangent of fifty (50) feet in length.e) Under grounding of existing and proposed utility lines.f) Street lights.g) All other public improvements shall conform to City of Corona standards.



Project Conditions

City of Corona

PUBLIC WORKS

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32. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus ten (10) additional feet unless otherwise approved by the Public Works Director. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind.
33. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Public Works Department.
34. Prior to acceptance of improvements, the Public Works Director may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.
35. The developer shall comply with the approved traffic study recommendations.
36. Prior to improvement plan approval, the developer shall submit a line of sight analysis for approval by the Traffic Engineer to determine the extent of red painted curbing that may be required at the project's entrance along W. Eighth Street. Any red curbing shall be completed prior to issuance of a certificate of occupancy.
37. Prior to building permit issuance the applicant shall provide all of the necessary documents and fees needed to annex this project into a City of Corona Community Facilities District (CFD) 2016-1 (Public Services) and 2016-3 (Maintenance Services). All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.
38. Prior to issuance of a Certificate of Occupancy, all proposed parkway landscaping specified in these Conditions of Approval shall be constructed.
39. Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Corona.
40. Prior to issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23 and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.
41. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Department of Water and Power standards and Riverside County Department of Health Services Standards unless otherwise approved by the Public Works and Department of Water and Power Directors.
42. Prior to approval of improvement plans, the applicant shall obtain all necessary easements for any required offsite water and sewer facilities.
43. Prior to issuance of any building permits, including model home permits, a domestic water and fire flow system shall be approved by the Public Works Department and constructed by the developer, to the satisfaction of the Public Works Director and Fire Chief.
44. Prior to issuance of the first Certificate of Occupancy, all weather access road(s) shall be provided to all sewer manholes not located within public right-of-way.
45. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel.
46. Prior to issuance of any building permits, the developer shall pay all water and sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate water and sewer fees.



Project Conditions

City of Corona

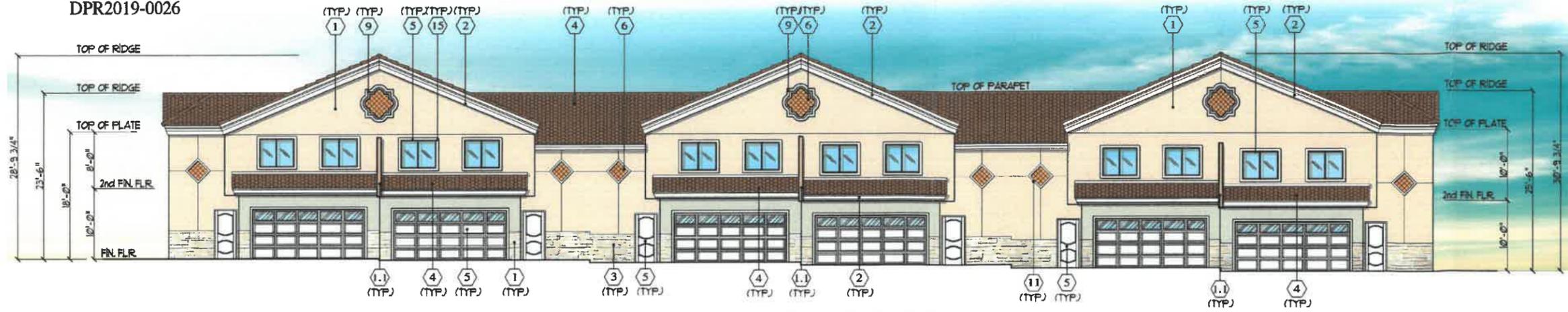
PUBLIC WORKS

Michele Hindersinn

47. Prior to recordation or approval of improvement plans, when applicable, the applicant shall submit detailed potable water, reclaimed water and sewer studies, prepared by a registered civil engineer, which shall be submitted to the Public Works Department Land Development Section for review and approval. The study shall analyze the existing and proposed sewer and water facilities. Results of the system analysis may require special construction for the potable water, reclaimed water and sewer systems, such as upsizing downstream sewer lines, installing pressure regulators, booster pumps, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. Effects of the proposed development, engineering analysis and special construction requirements shall be submitted for review and approval by the Public Works Department and the Department of Water and Power.
48. Prior to building permit issuance, the applicant shall construct or guarantee the construction of all required public improvements including but not limited to, the potable water line, sewer line, potable water services, sewer laterals, double detector check assemblies and reduced pressure principle assemblies within the public right of way and-or easements.
49. Prior to building permit issuance, the developer shall:
 - A. Construct or guarantee the construction of an 8-inch ductile iron waterline connection from existing terminus in W. Seventh Street through site to connect to existing 8-inch line in W. Eighth Street per City of Corona Department of Water and Power Standard Plans and Specifications.
 - B. Construct or guarantee the construction of an 8- inch diameter ductile iron water line in W. Eighth Street across the project frontage to tie into the existing 6-inch waterline to the west of the project and the existing 8-inch waterline to the east of the project per City of Corona Department of Water and Power Standard Plans and Specifications.Construction of the above improvements shall be completed prior to issuance of Certificate of Occupancy.
50. Prior to issuance of a building permit, the developer shall construct or guarantee the construction of an 8-inch sewer line in Seventh Street from Sherman Ave to the project frontage per City of Corona Department of Water and Power Standard Plans and Specifications.

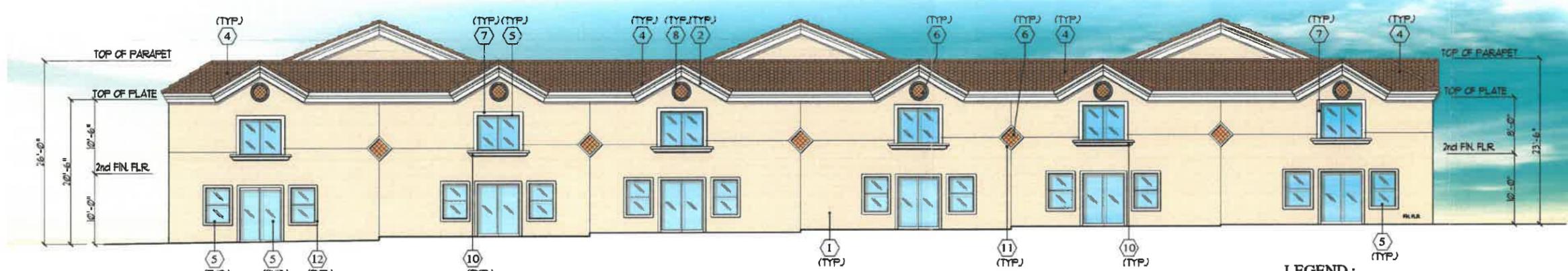
Construction shall be completed prior to issuance of a certificate of occupancy.
51. The applicant shall dedicate easements for all public water, reclaimed water, sewer and electric facilities needed to serve the project in accordance the Department of Water and Power standards. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the General Manager. Structures and trees shall not be constructed or installed within a public utility easement.
52. Prior to building permit issuance, the applicant shall construct or guarantee the construction of a private fire system with double detector check assemblies at all public fire services to the satisfaction of the Department of Water and Power and Fire Chief.
53. Fire Hydrants shall be a maximum 250-300 feet apart or as directed by the Fire Department.
54. Manhole rim elevations shall be lower than all pad elevations immediately downstream. Otherwise a back flow prevention valve will be required.
55. Static pressures exceeding 80 psi require an individual pressure regulator.
56. The applicant shall provide a separate irrigation water service for all common area landscaping..
57. The landscape plans of all parkway and Landscape Maintenance District (LMD) and Community Facilities District (CFD) lots shall be prepared by a licensed Landscape Architect and shall be submitted to the City for review and approval.
58. The developer shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.

DPR2019-0026



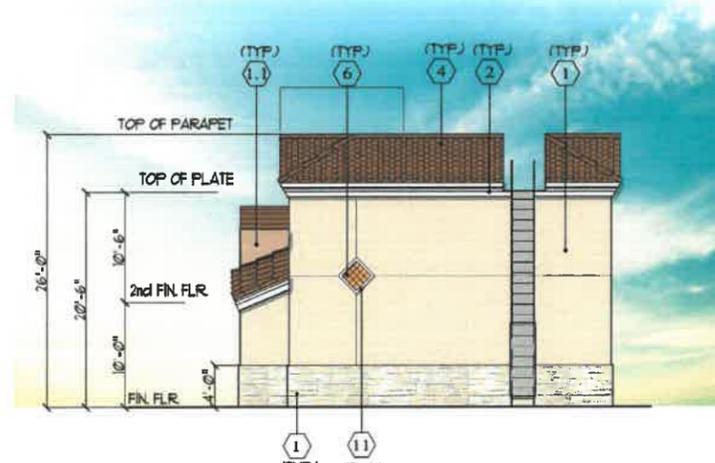
EAST ELEVATION BUILDING "A"

SCALE : 1/8" = 1'-0"



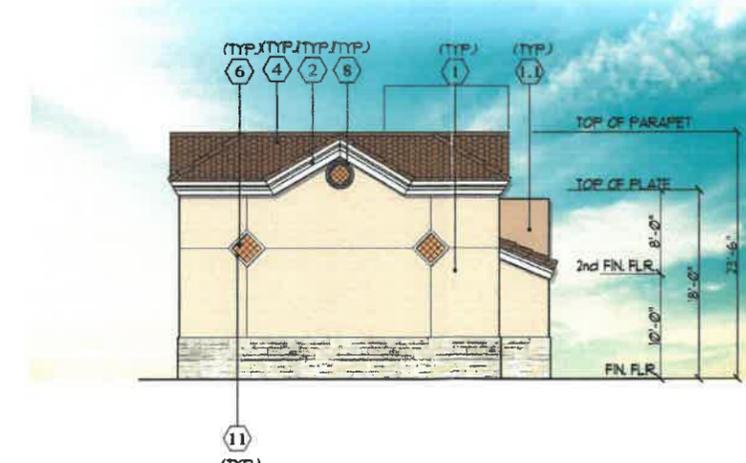
WEST ELEVATION BUILDING "A"

SCALE : 1/8" = 1'-0"



NORTH ELEVATION BUILDING "A"

SCALE : 1/8" = 1'-0"



SOUTH ELEVATION BUILDING "A"

SCALE : 1/8" = 1'-0"

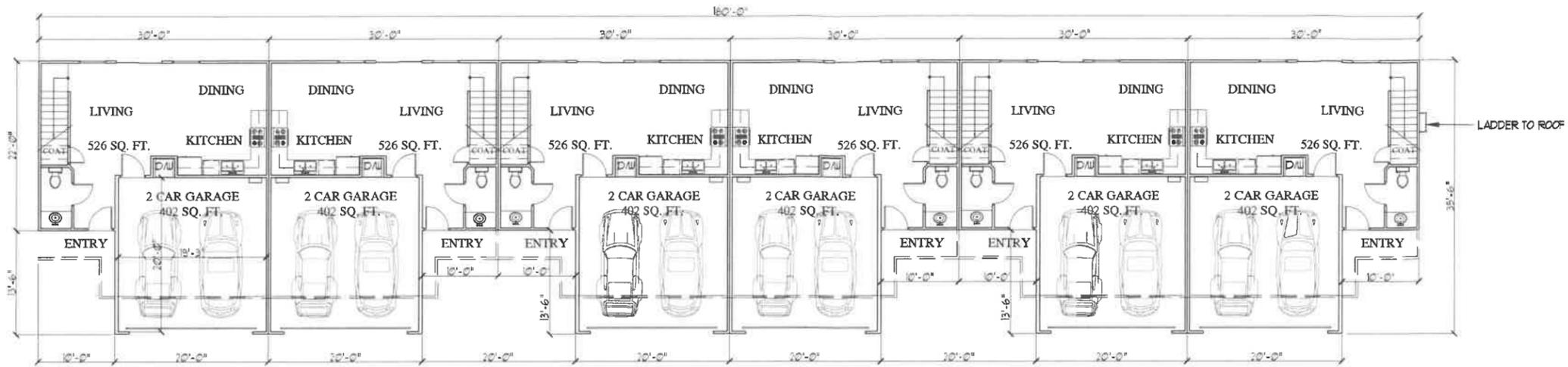
NOTES :
 1. ALL STUCCO AND PLASTER SHALL BE 20/20 FINISH

LEGEND :

- ① EXTERIOR PLASTER :
COLOR TO MATCH DUNN EDWARDS DE616 DOVER PLAINS
- ①.1 EXTERIOR PLASTER ACCENT :
COLOR TO MATCH DUNN EDWARDS DE611 COLORADO TRAIL
- ② MOULDINGS/TRIMS :
ADVANCED FOAM CORNICE 60246 MEDIUM, COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ③ STONE VENEERS :
CORONADO, PRO-LEDGE, SHASTA
- ④ CLAY ROOFING TILE :
"MCA" CLASSIC "S" MISSION COLOR CB364-R VINTAGE CARAMEL BLEND (MEDIUM VARIATION)
- ⑤ WINDOW AND DOORS :
COLOR TO MATCH STONE WHITE
- ⑥ CERAMIC ACCENT TILE :
6"x6" TILE BY DAL - TILE CHAMPAGNE TOAST Q B5 & TOTALLY TANGERINE Q B1 IN THE CHECKER PATTERN
- ⑦ MOULDINGS/TRIMS :
ADVANCED FOAM WINDOW TRIM STYLE 61332 MEDIUM, COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ⑧ MOULDINGS/TRIMS :
ADVANCED FOAM TRIM QUATREFOILS 5P320 R-32", COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ⑨ MOULDINGS/TRIMS :
ADVANCED FOAM TRIM QUATREFOILS 5P311 WIDTH=48", COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ⑩ MOULDINGS/TRIMS :
ADVANCED FOAM WINDOW SILL 60502 LARGE, COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ⑪ MOULDINGS/TRIMS :
ADVANCED FOAM TRIM QUATREFOILS 5P311 WIDTH=32", COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT
- ⑫ MOULDINGS/TRIMS :
ADVANCED FOAM WINDOW TRIM BULLNOSE 2"x4" STYL 61335, COLOR TO MATCH DUNN EDWARDS DE 6120 TEE BISCUIT

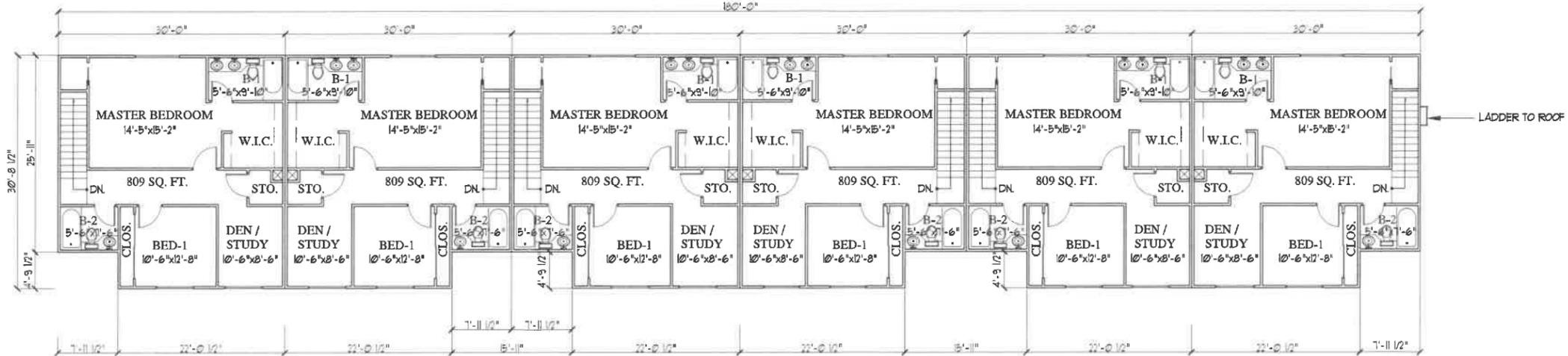
REVISIONS:	DATE :
100 N MUSTOL STREET SUITE 210 NEWPORT BEACH, CA 92660 TEL: (949) 833-3240 FAX: (949) 833-1145 E-MAIL: NEWPETROSSIASSOC.COM	
PROJECT	
CORONA APARTMENT HOMES APN : 110-040-046 CORONA, CA 92882	
DRAWING:	
BUILDING "A" OVERALL ELEVATIONS	
CHECKED BY:	
DATE: 5-20-2020	
ISSUED FOR:	
REVIEW	
PLAN CHECK	
BIDDING	
PERMIT	
CONSTRUCTION	
DRAWN BY	
SHEET NO:	
A-2.1	

DPR2019-0026



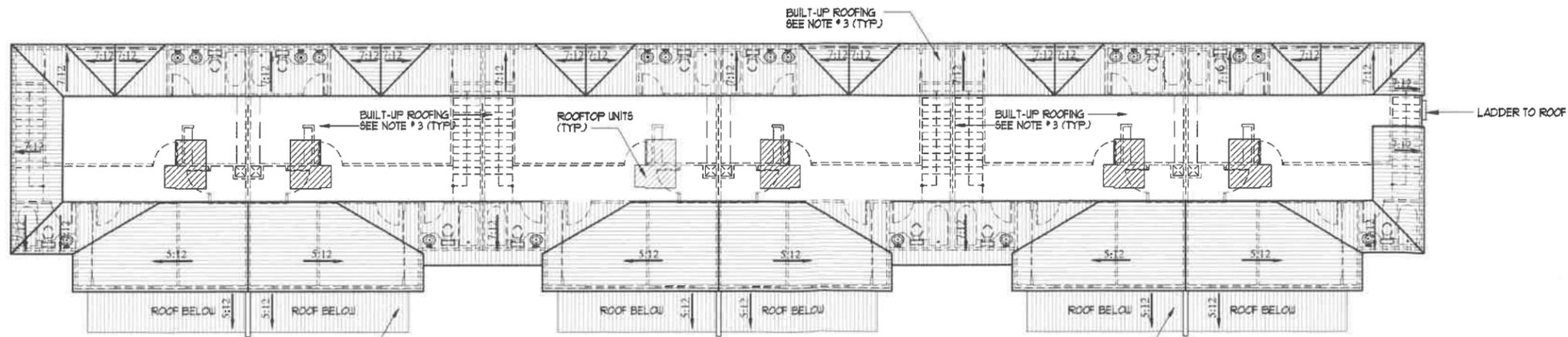
FIRST FLOOR BUILDING "A"

SCALE : 1/8" = 1'-0"



SECOND FLOOR BUILDING "A"

SCALE : 1/8" = 1'-0"



ROOF PLAN BUILDING "A"

SCALE : 1/8" = 1'-0"



REVISIONS: DATE:

NO.	DESCRIPTION	DATE



1300 N BRISTOL STREET SUITE 270
NEWPORT BEACH, CA 92660
TEL: (949) 835-5242
FAX: (949) 835-1145
E-MAIL: HP@PETROSSIASSOC.COM

PROJECT

CORONA APARTMENT HOMES

APN : 110-040-046
CORONA, CA 92882

DRAWING:
BUILDING "A"
FIRST & SECOND
OVERALL FLOOR AND
ROOF PLANS

CHECKED BY:
DATE: 5-20-2020

ISSUED FOR:
REVIEW
PLAN CHECK
BIDDING
PERMIT
CONSTRUCTION
DRAWN BY

SHEET NO.:

A-2

CADFILE:
JOB NO. 405P-0619

PLANT SCHEDULE							
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QTY	WUCOLS
	ARB MAR	Arbutus x 'Marina'	Marina Strawberry Tree	24" & 36" Box	Std.	4	M
	JAC MUL	Jacaranda mimosifolia	Jecaranda Multi-Trunk	36" Box	Multi-trunk	2	M
	LAG DYN	Lagerstroemia indica 'Dynamite'	Dynamite Crape Myrtle	24" Box	Std.	6	M
	MAG STA	Magnolia grandiflora 'St. Mary'	Southern Magnolia	24" Box	Std.	6	M
	TRI ELE	Tristanopsis laurina 'Elegant'	Elegant Water Gum	24" Box	Std.	6	M
	QUE AGR	Quercus agrifolia	City Street Tree	24" Box (or per city standard)	To match existing	2	L
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QTY	WUCOLS
	CAL DWA	Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush	5-gal.		63	L
	DIE HYB	Dietes x 'Orange Drop'	Orange Drop Fortnight Lily	5-gal.		51	M
	LEU COM	Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	5-gal.		32	L
	MUH REG	Muhlenbergia capillaris 'Regal Mist'	Regal Mist Muhly	5-gal.		38	M
	NAN SE7	Nandina domestica 'Seika'	Obsession Heavenly Bamboo	5-gal.		28	M
	PHO MA2	Phormium tenax 'Maori Queen'	Maori Queen New Zealand Flax	5-gal.		7	M
	RHA BA4	Rhapiolepis indica 'Ballarina'	Ballarina Indian Hawthorn	5-gal.		29	M
	XYL COM	Xylosma congestum 'Compacta'	Compact Xylosma	5-gal.		10	M
VINES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QTY	WUCOLS
	FIC REP	Ficus repens	Creeping Fig	5-gal.	Train on wall	2	M
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QTY	WUCOLS
	AJU BB	Ajuga reptans 'Bronze Beauty'	Bronze Beauty Carpet Bugle	Flats	Plant 12" o.c.		M
	GAZ MI2	Gazania x 'Mitsuwa Orange'	Mitsuwa Orange Gazania	Flats	Plant 24" o.c.		M
	LAN HYB	Lantana x 'New Gold'	New Gold Lantana	1-gal.	Plant 18" o.c.		L
	TRA JAS	Trachelospermum jasminoides	Star Jasmine	Flats	Plant 18" o.c.		M
		Sterotaphrum secundatum	St. Augustine Grass				M
			Stabilized decomposed granite				
			Play area safety surface		mulch, rubber mulch, sand, or playground safe equivalent		

NOTES:

- Total landscape in recreational area = 2500 s.f.
- Total landscape area = 4823 s.f.
- Total parkway landscape area = 858 s.f.
- Total lawn area = 807 s.f.
- All landscape areas will be watered by a combination of drip and low-precipitation micro-spray heads, per City requirements.
- Irrigation system shall be controlled by a "Smart" controller.
- All landscaping will comply with the city's landscape ordinance under Chapter 17.70 of the CMC and the state's Model Water Efficient Landscape Ordinance.

WALLS & FENCING LEGEND

- Existing block wall/retaining wall per grading plan
- New 6-ft. high slump block wall (slump texture both sides) at the back property for each unit.
- New 6' high vinyl or composite fence between patios
- New vinyl gate at units 7 & 8



REVISIONS	BY

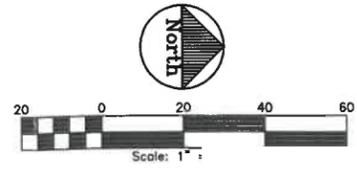
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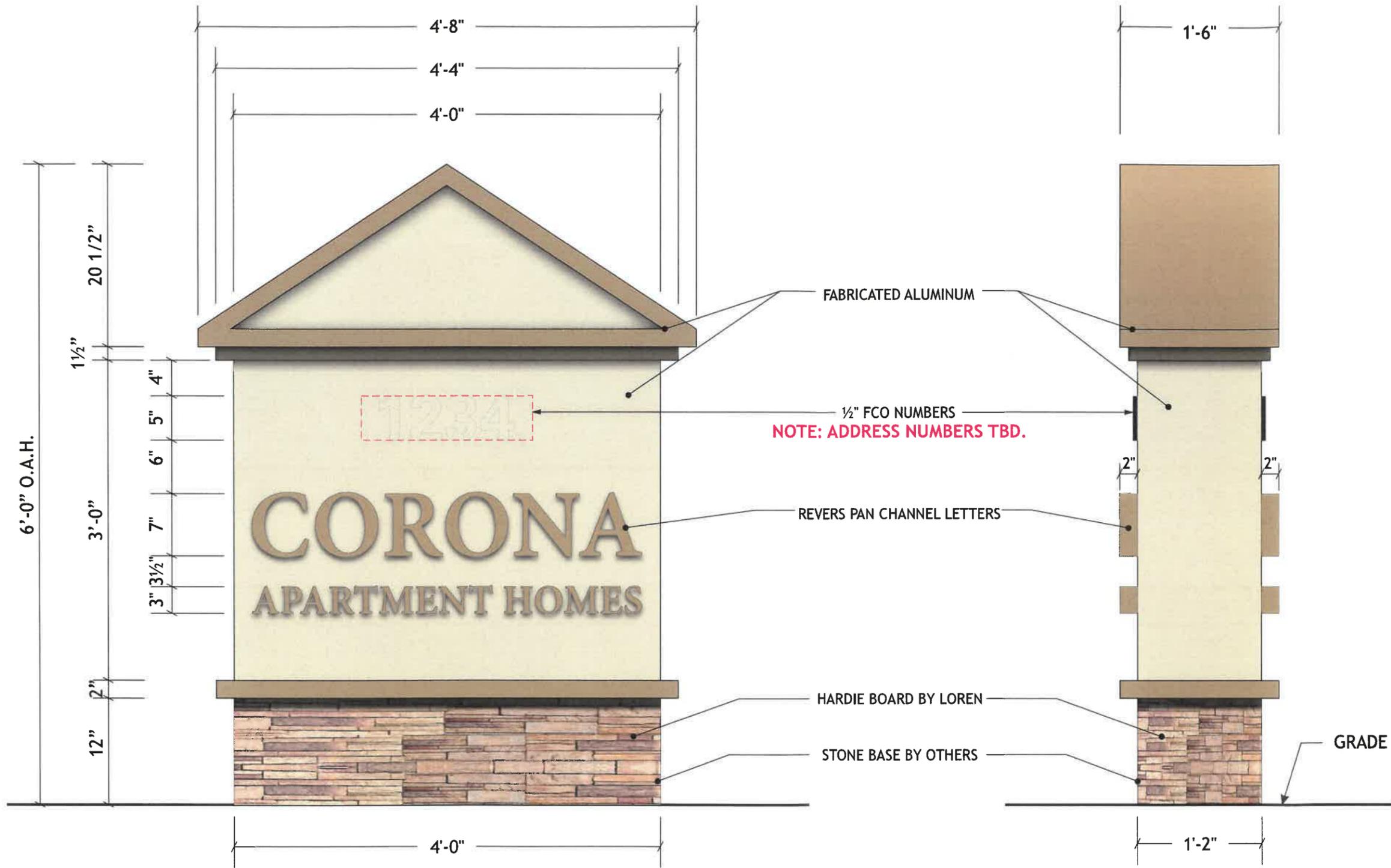
ROYAL OAK DESIGN
 Sylvia E. Lyons, Landscape Architect #1549
 2456 Hummingbird Way
 La Verne, CA 91750-2371
 Telephone: (909)593-4158
 Email: royaloakdesign@verizon.net

PRELIMINARY COLORED LANDSCAPE PLAN
PROJECT: APARTMENT COMPLEX
 ADDRESS: 746 S. CANO LANE, CORONA, CA



DRAWN: S.L./J.S.
 DATE: 5/20/2020
 SCALE: 1" = 20' - 0"
 JOB NO.: 5347
 SHEET: L-1





QTY: 2

N1 6' MONUMENT SIGN
SIGN AREA: 24 SQ. FT.

Scale: 1" = 1'-0"

SCOPE OF WORK

- 1.) Manufacture and install type double faced monument as shown.
- 2.) Cabinet to be fabricated w/1 1/2" alum. angle & skinned w/.090" alum.
- 3.) Reverse pan letters to be mounted to monument.



12226 Coast Drive
Whittier, CA 90601
Tel: (562) 946-7545
Fax: (562) 949-5707
St. Lic.: 455415
Los Angeles, CA

CORONA APARTMENT HOMES

DRAWING/REVISION NO.:
02-20-0018R1

PAGE NO.:
4 OF 4

CLIENT:
CORONA APARTMENT HOMES

ADDRESS
APN: 110-040-04 68th St.
Corona, CA 92882

Approval Signature

DATE:
03/05/2020

PROJECT MANAGER
Dave P.

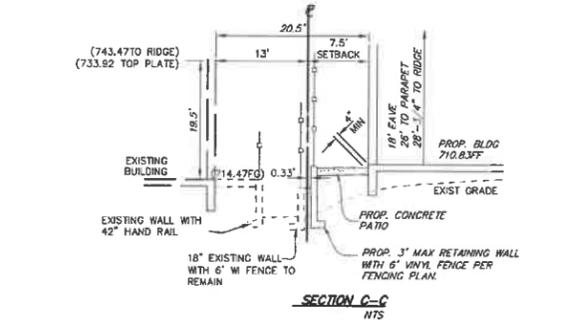
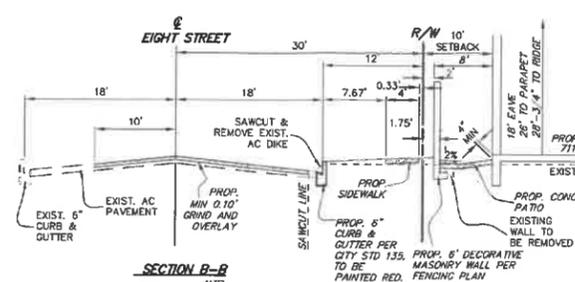
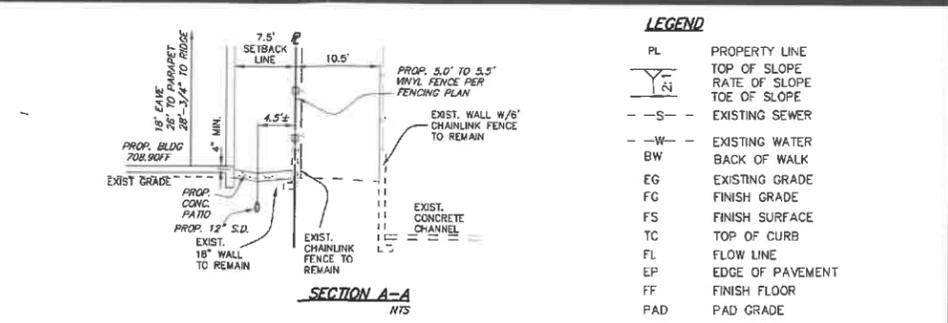
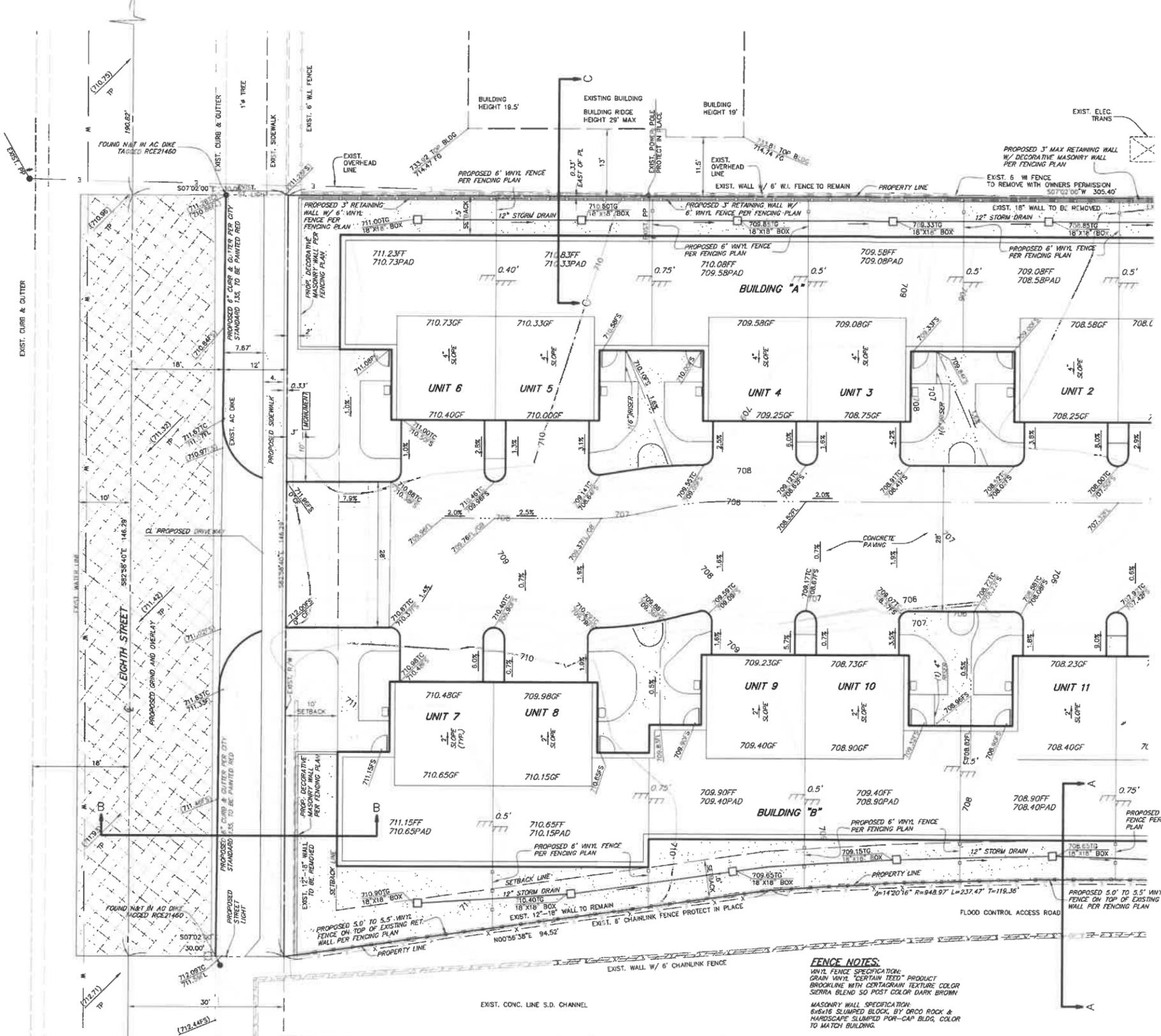
DESIGNER:
EC

REVISION DATE:
03/05/2020

REVISION BY:
EC

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EXHIBIT 3.G



- LEGEND**
- PL PROPERTY LINE
 - TOP OF SLOPE
 - RATE OF SLOPE
 - TOE OF SLOPE
 - EXISTING SEWER
 - EXISTING WATER
 - BACK OF WALK
 - EXISTING GRADE
 - FINISH GRADE
 - FINISH SURFACE
 - TOP OF CURB
 - FLOW LINE
 - EDGE OF PAVEMENT
 - FINISH FLOOR
 - PAD GRADE
 - TOP OF WALL
 - TOP OF FOOTING
 - HIGH POINT
 - LOW POINT
 - CURB FACE
 - TOP OF GRATE
 - TOP OF RETAINING WALL
 - EXTRA DEPTH FOOTING
 - INVERT OF PIPE
 - EXISTING FIRE HYDRANT
 - EXISTING FDC
 - EXISTING WATER VALVE
 - EXISTING GAS METER
 - EXISTING WATER METER
 - EXISTING PULL BOX
 - EXISTING BOLLARD
 - EXISTING ICV
 - EXISTING SEWER CLEANOUT
 - FOUND MONUMENT AS NOTED
 - EXISTING PARKING LIGHT
 - EXISTING STREET LIGHT
 - EXISTING EDISON MANHOLE
 - EXISTING TELEPHONE MANHOLE
 - EXISTING SEWER MANHOLE
 - EXISTING STORM DRAIN MANHOLE
 - EXISTING ELECTRIC CABINET
 - EXISTING GTE-TELEPHONE BOX
 - EXISTING EDGE OF PAVEMENT
 - EXISTING CHAINLINK FENCE
 - EXISTING WROUGHT IRON FENCE
 - PROP. GAS METER
 - EXIST. CONCRETE
 - REMOVAL
 - GRIND
 - OVERLAY

FENCE NOTES:

VINYL FENCE SPECIFICATION:
 GRAIN VINYL "CERTAIN TEE" PRODUCT
 BROOKLINE WITH CERTAIN TEE TEXTURE COLOR
 SIERRA BLEND SO POST COLOR DARK BROWN

MASONRY WALL SPECIFICATION:
 8x8x16 SLUMPED BLOCK, BY ORCO ROCK &
 HARDSCAPE SLUMPED POR-CAP BLDG. COLOR
 TO MATCH BUILDING.

ALL MASONRY WALL ALONG THE STREET TO
 TREATED WITH AN ANTI-GRAFFITI COATING.

PLANNING DESIGNATION:

ZONING: R-3 (MULTIPLE FAMILY RESIDENTIAL GENERAL PLAN: HDR (HIGH DENSITY RESIDENTIAL, 15-36 DU/AC)
 PROPOSED DENSITY - 13.27 DU/AC

EASEMENTS:

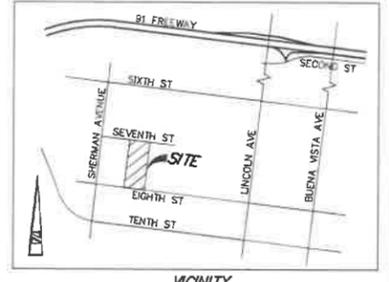
- 1 AN EASEMENT IN FAVOR OF THE CITY OF CORONA, FOR RIGHT OF WAY TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, ALTER AND REMOVE PUBLIC STREET AND INCIDENTAL PURPOSES. RECORDED OCTOBER 9, 1967 AS INSTRUMENT NO. 88714 OF OFFICIAL RECORDS.
- 2 AN EASEMENT FOR PUBLIC STREET AS SHOWN ON SUBDIVISION MAP BOOK 7, PAGE 24 AS RECORDED IN THE COUNTY OF RIVERSIDE, CALIFORNIA. (WITHIN EIGHT STREET)

LEGAL DESCRIPTION:

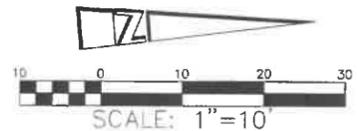
IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOT 3, AND THAT PORTION OF THE VACATED STREET (FORMERLY SEVENTH STREET) AND THAT PORTION OF THE VACATED STORM DRAIN, IN BROCKMAN'S SUBDIVISION, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF SAID SUBDIVISION RECORDED IN BOOK 7, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID STORM DRAIN WITH THE SOUTHERLY LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF BROCKMAN'S SUBDIVISION; THENCE SOUTHERLY, ON THE CENTERLINE OF SAID STORM DRAIN TO THE INTERSECTION WITH THE CENTERLINE OF SAID SEVENTH STREET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID STORM DRAIN TO THE SOUTHERLY LINE OF SAID BROCKMAN'S SUBDIVISION; THENCE WESTERLY ON SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 3, AND ITS NORTHERLY EXTENSION TO THE INTERSECTION WITH THE CENTERLINE OF SAID SEVENTH STREET; THENCE EASTERLY ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS DESCRIBED IN DEED RECORDED AUGUST 8, 1994 AS INSTRUMENT NO. 31135, OF OFFICIAL RECORDS.



DIGALERT
 DIAL TOLL FREE 811
 AT LEAST TWO DAYS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



REGISTERED PROFESSIONAL ENGINEER
KEVIN J. RICHER
 No. 43714
 Exp. 3/31/2021
 CIVIL
 STATE OF CALIFORNIA

BENCHMARK: NO. C-118
 A 2-1/2" BRASS DISC STAMPED "C-118" SET IN THE TOP OF CURB, LOCATED 5' NORTH OF THE E.C.R. OF THE NORTHEASTERLY CURB RETURN OF THE INTERSECTION OF SMITH AVENUE AND SIXTH STREET.
 ELEV: 694.421 DATED: 4/88

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:
 KEVIN J. RICHER
 R.O.C. 43714 LIC. EXP. 03/31/21
 APPROVED BY:

DATE: 5/20/20

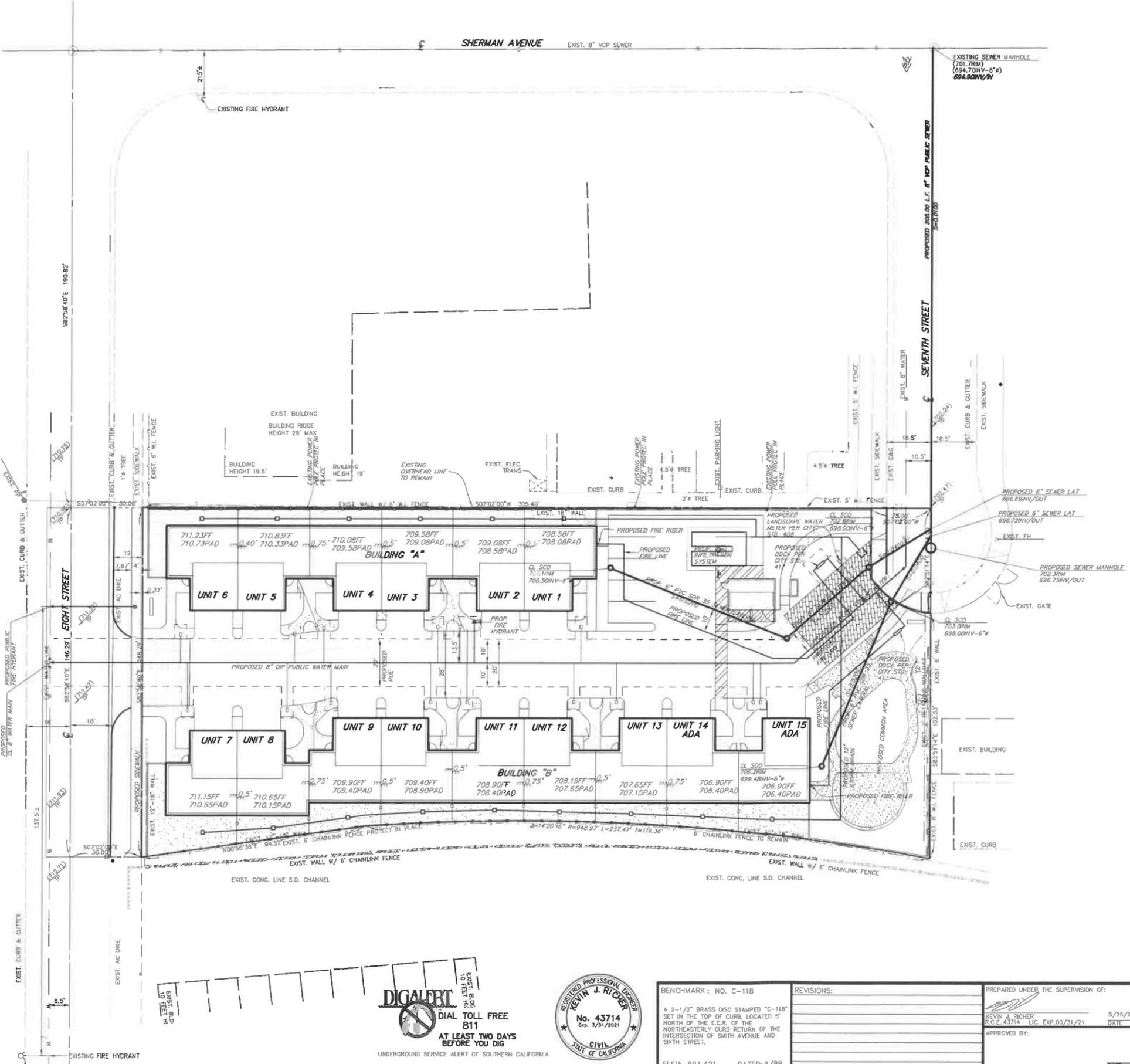
PRELIMINARY GRADING PLAN

SITE: SEVENTH STREET CORONA, CA
 PREPARED BY: PETROSSY & ASSOCIATES, INC. NEWPORT, CA

DATE:	5/20/20	JOB NO.:	6136
DRAWN BY:	RAS	SCALE:	1"=10'

EXHIBIT 3.1

DPR 2019-0026

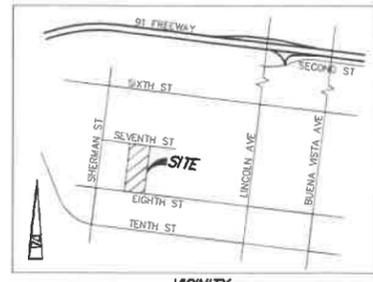
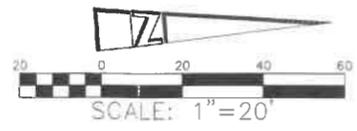


- LEGEND**
- PL PROPERTY LINE
 - S- EXISTING SEWER
 - W- EXISTING WATER
 - FF FINISH FLOOR
 - PAD PAD GRADE
 - INV INVERT OF PIPE
 - EXISTING FIRE HYDRANT
 - PROPOSED FIRE HYDRANT
 - FOUND MONUMENT AS NOTED
 - EXISTING STREET LIGHT
 - EXISTING SEWER MANHOLE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING CHAINLINK FENCE
 - EXISTING WROUGHT IRON FENCE
 - EXIST. CONCRETE
 - PROP. WATER METER PER CITY STD. 408
 - PROP. SEWER CLEANOUT
 - PROP. WATER METER EASEMENT

WATER NOTES:
 PROPOSED WATER METER TO BE CONSTRUCTED PER CITY STD. 408
 PROPOSED DOUBLE DETECTOR CHECK ASSEMBLY TO BE CONSTRUCTED PER CITY STD. 417

EASEMENTS:
 ① AN EASEMENT IN FAVOR OF THE CITY OF CORONA, FOR RIGHT OF WAY TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, ALTER, AND REMOVE PUBLIC STREET AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1967 AS INSTRUMENT NO. 88714 OF OFFICIAL RECORDS.
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 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOT 3, AND THAT PORTION OF THE VACATED STREET (FORMERLY SEVENTH STREET) AND THAT PORTION OF THE VACATED STORM DRAIN IN BROCKMAN'S SUBDIVISION, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF SAID SUBDIVISION RECORDED IN BOOK 7, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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 EXCEPTING THEREFROM THAT PORTION GRANTED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS DESCRIBED IN DEED RECORDED AUGUST 8, 1994 AS INSTRUMENT NO. 31135, OF OFFICIAL RECORDS.
 APN:110-010-046



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 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



BENCHMARK: NO. C-118
 A 2-1/2" BRASS DISC STAMPED "C-118" SET IN THE TOP OF CURB, LOCATED 5' NORTH OF THE E.C.R. OF THE NORTHEASTERLY CURB RETURN OF THE INTERSECTION OF SMITH AVENUE AND SIXTH STREET.
 ELEV: 594.421 DATED: 4/88

REVISIONS:	DATE

PREPARED UNDER THE SUPERVISION OF:
 KEVIN J. RICHER
 R.C.E. 43714 LIC. EXP. 03/31/21
 DATE: 5/20/20
 APPROVED BY: _____
 DATE: _____

PRELIMINARY UTILITY PLAN
 SITE: SEVENTH STREET CORONA, CA
 PREPARED FOR: PETROSSI & ASSOCIATED, INC. 1300 BRISTOL ST. SUITE N NEWPORT, CA 92660

LAND DEVELOPMENT DESIGN COMPANY, LLC
 2313 E. Philadelphia St., Ste. F
 Ontario, CA 91761
 (909) 930-1466 • FAX (909) 930-1468
 PP2020-001
 DPR 2019-0026
 PLANNING - CIVIL - SURVEYING
 DATE: 5/20/20 JOB NO. 6136
 DRAWN BY: VAP SCALE 1"=20'
 DESIGNED BY: _____ SHEET 1 OF 1 SHEETS
 CHECKED BY: KAR



Scope of Work Letter for DPR 2019-0026

May 20, 2020

The project site is 1.13 acres that consist of 2 multifamily, 2 story townhouse type buildings with total of 15 rental units including 2 car garage per unit and average of 250 square feet of private patios which 2 of these 15 units are ADA units.

This development includes 7 guest parking and over 3,000 square feet of open site from 7th and 8th Streets.

Design of buildings are Mediterranean style compatible with surrounding existing buildings, as this site is surrounded by multifamily development to the South, West and East.

A concrete lined stormwater channel abuts the site to the East and a commercial development is located to the North.

The landscape has been designed to meet City's requirements for water conservation and tree shading. Plants have been selected for longevity, color and shade tolerance where applicable, and ease of maintenance.

The open space area features a play lawn, BBQ area, seat walls, a play equipment area, and a looped walk for trikes and pedestrian access. Perimeter of site and between the units will be fenced by 6 feet high wood composite fence to match buildings style.

Hannibal Petrossi

Petrossi & Associates, Inc.

EXHIBIT 3.J



CITY OF CORONA

PRELIMINARY EXEMPTION ASSESSMENT (Certificate of Determination When attached to Notice of Exemption)

Name, Description and Location of Project: PP2020-0001

Application for the review of the site plan, architecture, fencing/walls, landscaping associated with the development of two two-story apartment buildings containing a total of 15-units on 1.13 acres located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue in the R-3 (Multiple Family Residential) zone

Entity or Person Undertaking Project:

A. Public Agency:

B. Other (private):

Name: Hannibal Petrossi of Petrossi and Associates, Inc.
Address: 1300 Bristol Street North, Suite 270, Newport Beach, CA 92660
Telephone No.: (949) 833-3240

Staff Determination:

The City's staff, having undertaken and completed a preliminary review of this project in accordance with the City's Resolution entitled "Local Guidelines of the City of Corona Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:

- A. The proposed action does not constitute a project under CEQA.
- B. The project is a Ministerial Project.
- C. The project is an Emergency Project.
- D. The project constitutes a feasibility or planning study.
- E. The project is categorically exempt: Per Section 15332 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.22 of the City's Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because the project qualifies as a Class 32 (Infill Development Projects) categorical exemption. The proposed multifamily residential development is consistent with the site's HDR General Plan designation and R-3 zone. The site is within city limits, less than five acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services.
- F. The project is a statutory exemption. Code section number:
- G. The project is otherwise exempt on the following basis:
- H. The project involves another public agency, which constitutes the lead agency. Name of Lead Agency:

Date: _____

Rafael Torres, Assistant Planner
Lead Agency Representative

EXHIBIT 4



NOTICE OF EXEMPTION

TO: CLERK OF THE BOARD OF
SUPERVISORS COUNTY OF RIVERSIDE

FROM: CITY OF CORONA
COMMUNITY DEVELOPMENT DEPARTMENT
400 S. VICENTIA AVE, SUITE 120
CORONA, CA 92882

1. Project title: **PP2020-0001**
2. Project location (specific): north side of West 8th Street, east of Sherman Avenue (APN: 110-040-046).
3.
 - a. Project location - City of Corona
 - b. Project location - County of Riverside
4. Description of nature, purpose and beneficiaries of project:

Application for the review of the site plan, architecture, fencing/walls, landscaping associated with the development of two two-story apartment buildings containing a total of 15-units on 1.13 acres located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue in the R-3 (Multiple Family Residential) zone.
5. Name of public agency approving project: **City of Corona**
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity: **Hannibal Petrossi of Petrossi and Associates, Inc., 1300 Bristol Street North, Suite 270, Newport Beach, CA 92660.**
7. Exempt Status (check one):
 - a. Ministerial Project
 - b. Not a project
 - c. Emergency project
 - d. Categorical Exemption. State type and class number: **Section 15332 (In-Fill Development Project).**
 - e. Declared Emergency
 - f. Statutory Exemption. State code section number:
 - g. Other: Explain:
8. Reasons why the project is exempt:

PP2020-0001 is exempt from further CEQA review per Section 15332 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.22 of the City's Local CEQA Guidelines because the project qualifies as a Class 32 (Infill Development Projects) categorical exemption. The proposed multifamily residential development is consistent with the site's HDR General Plan designation and R-3 zone. The site is within city limits, less than five acres, and substantially surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, and approval of the project would not result in significant effects relating to traffic, noise, air-quality, or water-quality. The site can be adequately served by all required utilities and public services.
9. Contact Person/Telephone No.: Rafael Torres, Assistant Planner (951) 739-4973
10. Attach Preliminary Exemption Assessment (Form "A") before filing.

Date received for filing: _____

Signature: _____
Rafael Torres, Assistant Planner Manager
Lead Agency Representative

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Monday, August 24, 2020

6:00 PM

Council Chambers - 6:00 p.m.

Planning and Housing Commission

Karen Alexander, Chair
Craig Siqueland, Vice Chair
David Hooks, Commissioner
Timothy Jones, Commissioner
Diana Meza, Commissioner

Rollcall

Present 5 - Chair Karen Alexander, Vice Chair Craig Siqueland, Commissioner David Hooks, Commissioner Tim Jones, and Commissioner Diana Meza

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Commissioner Meza led the Pledge of Allegiance.

COMMUNICATIONS FROM THE PUBLIC

Saied Asbagh spoke regarding his concerns for a six-foot high fence that his neighbor erected behind his property. The fence is blocking his view and affecting the value of his property.

MEETING MINUTES

These minutes were approved.

- 1. [20-0743](#) Approval of minutes for the Planning and Housing Commission meeting of August 10, 2020.

Attachments: [20200810-P&H Minutes - DRAFT](#)

A motion was made by Commissioner Jones, seconded by Commissioner Hooks, that these minutes be approved. The motion carried by the following vote:

Aye: 4 - Chair Alexander, Vice Chair Siqueland, Commissioner Hooks, and Commissioner Jones

Abstain: 1 - Commissioner Meza

CONSENT ITEMS

None.

PUBLIC HEARINGS

- 2. [20-0680](#) PP2020-0001: Precise Plan application for the review of an apartment complex consisting of 15 units on 1.13 acres in the R-3 (Multiple Family Residential) zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue. Applicant is Hannibal Petrossi of Petrossi & Associates, Inc., 1300 Bristol Street North, Suite 270, Newport Beach, CA 92660.

Attachments: [Staff report](#)[Exhibit 1 - Resolution No. 2559](#)[Exhibit 2 - Locational and zoning map](#)[Exhibit 3.A - Site plan](#)[Exhibit 3.B - Conditions of Approval](#)[Exhibit 3.C - Elevations](#)[Exhibit 3.D - Floor & roof plans](#)[Exhibit 3.E - Conceptual landscape plan](#)[Exhibit 3.F - Fence and wall plan](#)[Exhibit 3.G - Signage](#)[Exhibit 3.H - Trash enclosure](#)[Exhibit 3.I - Preliminary Grading and Utility Plans](#)[Exhibit 3.J - Applicant's letter dated May 20, 2020](#)[Exhibit 4 - Environmental documentation](#)[PP2020-0001 PowerPoint Presentation](#)

Rafael Torres, Assistant Planner, reviewed the staff report and exhibits for PP2020-0001.

Hannibal Petrossi, architect and representative for the developer, addressed the Planning Commission's questions regarding the project.

David Yablonsky, resident, spoke in opposition of the project.

Lilly Rodriguez, resident, spoke in opposition of the project.

A motion was made by Vice Chair Siqueland, seconded by Commissioner Jones, to adopt Resolution No. 2559 granting PP2020-0001 based on the findings contained in the staff report and conditions of approval with the following added conditions of approval: 1) The applicant shall provide additional landscaping in the form of mature Cyprus trees or solid screen landscaping to screen the common open space along the northerly boundary of the project site, adjacent to the commercial buildings to the north. The trees shall be shown on the landscape plans, shall be of a size that creates near-term screening, and shall be planted according to the recommendations of a licensed landscape architect; 2) The apartment complex lease agreements shall include language requiring garages to be used and remain available for parking at all times, and neither garage parking space shall be used for storage; 3) The lease agreement shall limit the number of tenant occupants within each unit to the maximum occupancy permitted based on number and size of bedrooms, as determined under the Building Code; and 4) The property owner shall install, maintain and enforce signage in the guest parking lot to restrict guest spaces to tenant's guests. The motion carried by the following vote:

Aye: 5 - Chair Alexander, Vice Chair Siqueland, Commissioner Hooks, Commissioner Jones, and Commissioner Meza

3. [20-0608](#) PPM2020-0002: Modification to Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive, in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001). (Applicant: Jennifer Johnson with Lennar Homes of California, Inc., 980 Montecito Drive, Suite 302, Corona, CA 92879)

Attachments: [Staff report](#)

[Exhibit 1 - Resolution No. 2560](#)

[Exhibit 2 - Locational map](#)

[Exhibit 3.A - Site plan](#)

[Exhibit 3.B - Conditions of Approval](#)

[Exhibit 3.C - Toccata floor plans](#)

[Exhibit 3.D - Lennar's sloping ceiling feature](#)

[Exhibit 3.E - Toccata elevation plans](#)

[Exhibit 3.F - Toccata color schemes](#)

[Exhibit 3.G - Crescendo floor plans](#)

[Exhibit 3.H - Crescendo elevation plans](#)

[Exhibit 3.I - Crescendo color schemes](#)

[Exhibit 3.J - Sonata elevation plans \(previously approved plan\)](#)

[Exhibit 3.K - Adagio - elevation plans \(previously approved plan\)](#)

[Exhibit 3.L - Conceptual landscape plan](#)

[Exhibit 3.M - Typical front yard landscape plan](#)

[Exhibit 3.N. - Conceptual wall and fence plan](#)

[Exhibit 3.O - Slope exhibit](#)

[Exhibit 3.P - Applicant's letter dated August 6, 2020](#)

[Exhibit 4 - Environmental documentation](#)

[PPM2020-0002 PowerPoint Presentation](#)

Lupita Garcia, Associate Planner, reviewed the staff report and exhibits for PPM2020-0002.

Jennifer Johnson and William Sacriste, representatives for Lennar Homes, addressed the Planning Commission's questions regarding the proposal.

Cameron Garnier, resident, spoke in opposition to the project.

Monica Abrew, resident, spoke in opposition to the project.

A motion was made by Vice Chair Siqueland, seconded by Commissioner Meza

to adopt Resolution No. 2560 granting PPM2020-0002 based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 4 - Vice Chair Siqueland, Commissioner Hooks, Commissioner Jones, and Commissioner Meza

Nay: 1 - Chair Alexander

WRITTEN COMMUNICATIONS

None.

ADMINISTRATIVE REPORTS

4. [20-0744](#) Report on hotel parking required by Chapter 17.76, Off-Street Parking, of the Corona Municipal Code and comparison to other cities.

Attachments: [Staff report](#)

PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

ADJOURNMENT

Chair Alexander adjourned the meeting at 8:11 p.m. to the Planning and Housing Commission meeting of Tuesday, September 8, commencing at 6:00 p.m. in the City Hall Council Chambers.



Agenda Report

File #: 20-0767

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 09/16/2020

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:

City Council consideration of Precise Plan Modification 2020-0002 to Precise Plan 2018-0002 originally approved on May 7, 2018, to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive, in the Low Density Residential designation of the Sierra Bella Specific Plan SP04-001. (Applicant: Lennar Homes of California, Inc.)

RECOMMENDED ACTION:

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting PPM2020-0002, based on the findings contained in the staff report and conditions of approval.

OR

- b. Set the item for review at a subsequent meeting.

ANALYSIS:

Background

PPM2020-0002 is a modification to the originally approved precise plan, PP2018-0002, on May 7, 2018, for Tract 36541 currently being developed by Lennar Homes. The project name is commonly known as Sierra Bella and consists of 237 single family residential lots. The project site is located south of Green River Road and Sierra Bella Drive in the LDR-1 (Low Density Residential) zone of the Sierra Bella Specific Plan.

Tract 36541 has been entirely graded and all the public improvements associated with the project have been constructed. All 237 lots are finished and ready for housing unit construction. The original precise plan was approved with two product lines that are being marketed under the names Sonata and Adagio. The Sonata line featured a combination of single-story and two-story floorplans ranging in size from 2,497 to 3,401 square feet. Sonata had four floorplans and three varied architectural styles, which included Italianate, Bungalow, and Tuscan.

The Adagio line also featured a combination of single-story and two-story floorplans ranging in size from 2,624 to 4,187 square feet. Adagio had four floor plans, and four varied architectural styles which included Spanish Eclectic, Italian, European Cottage, and Traditional.

Since sales began in December 2018, Lennar Homes has constructed 87 houses between the two approved product lines and has found that the products are not widely well received by potential home buyers. The developer intends to build 13 more lots with the approved product and is proposing to build the remaining 137 lots with the new product lines proposed by PPM2020-0002. The new product lines will be marketed under the names Toccata and Crescendo. Toccata will be entirely single-story homes and Crescendo will be entirely two-story homes. Both products will include Lennar's NexGen home floorplan that has been well-received and widely sold in other communities. The NexGen home floorplan includes a separate living space, bedroom, bathroom, and kitchenette under the same roof. The NexGen home floorplan also includes access from inside the home as well as a separate exterior entrance. Lennar has indicated that this floorplan is popular with families that have older children living in the home or aging parents. The hope is that the change in the floorplans will be more marketable for the Corona housing market. The applicant is not proposing any changes to the approved architectural styles.

Neighborhood Outreach

Since the Planning and Housing Commission meeting and as of the preparation of this staff report, Lennar scheduled a neighborhood open house for the existing residents of Sierra Bella to discuss the proposed floorplans being introduced into the development. The open house is scheduled on September 9, 2020, between the hours of 5:00 p.m. to 7:00 p.m. Lennar's sales team and management will be present to show and discuss the new floorplans with the property owners that have purchased homes in Sierra Bella.

Toccata Product

The Toccata product will be primarily located along the center and at the east end of the development and will be plotted on 74 lots. The Toccata product includes three floorplans ranging from 2,365 to 2,944 square feet. All three floor plans are single-story with two to four bedrooms. The single-story design is meant to appeal to home buyers who are downsizing for various reasons and to individuals that prefer single story houses. Table A provides a side-by-side comparison of the original (Sonata) and new (Toccata) floorplans.

**Table A
Floorplan and Architectural Summary**

	Original Floorplans for Sonata	Proposed Floorplans for Toccata
Number of Floor Plans	4	3
Floor Plan Sizes:		
Plan 1	2,497 sq. ft.	2,365 sq. ft.
Plan 2	2,891 sq. ft.	2,765 sq. ft.
Plan 3	3,085 sq. ft.	2,944 sq. ft. (Includes NexGen home)
Plan 4	3,401 sq. ft.	
Number of Floors	1-story and 2-story	1-story
Architectural Styles	Italianate Bungalow Tuscan	Italianate Bungalow Tuscan
Architectural Changes		Italianate style added wood shutters to a front window and a shelf under the front window to create a pop-out feature.
		Bungalow style changed the front column from a tapered stucco column to a double wood post with stone veneer.
		Tuscan style added a shelf under the front window to create a pop-out feature.

The largest floorplan is described by the applicant as a multi-generational home because it features a 569 square foot “NexGen home” within the home. This area is designed as an independent space with its own bedroom, bathroom, sitting area, washer and dryer closet, space for a full-size refrigerator, and counter space for counter-top kitchen appliances, such as a microwave. The NexGen home is accessible from within the home and has its own separate side-door entrance.

Another key item for the Toccata floorplans is Lennar’s sloping ceiling feature located in the great room, which creates a traditional joist and beam interior design element. The sloping ceiling feature has been a major selling point for Lennar.

The architectural styles for Toccata include Italianate, Bungalow, and Tuscan, which are consistent with the design themes established in the Specific Plan and identical to the architectural styles approved for the Sonata product line.

Crescendo Product

The Crescendo product will be located at the southwest perimeter of the site and will be plotted on 63 lots. The Crescendo product features three floorplans which are all two-stories ranging from 3,423 to 4,134 square feet. A NexGen home is also included within the largest floor plan. The NexGen home includes its own bedroom, sitting room, retreat, kitchen, laundry room, and bathroom. It has access from within the main home and a separate side-door entrance. Table B provides a side-by-side comparison of the original (Adagio) and new (Crescendo) floorplans.

The architectural styles for Crescendo include Spanish Eclectic, Italian, European Cottage, and Traditional, which are consistent with the design themes established in the Specific Plan and identical to the architectural styles approved for the Adagio product line.

**Table B
Floorplan and Architectural Summary**

	Original Floorplans for Adagio	Proposed Floorplans for Crescendo
Number of Floor Plans	4	3
Floor Plan Sizes		
Plan 1	2,624 sq. ft.	3,423 sq. ft.
Plan 2	3,288 sq. ft.	3,912 sq. ft.
Plan 3	3,654 sq. ft.	4,134 sq. ft. (Includes NexGen home)
Plan 4	4,187 sq. ft.	
Number of Floors	1-story and 2-story	2-story
Architectural Styles	Spanish Eclectic Italian European Cottage Traditional	Spanish Eclectic Italian European Cottage Traditional
Architectural Changes		Spanish Eclectic added wood shutters to the front second floor window.
		Italian changed the grid pattern for the vinyl windows.
		European Cottage style removed the stone veneer around the garage door. The stone veneer around the front door was maintained to draw attention to the home's main entrance. Traditional style added a front porch with wood posts and removed the roof awning above the second-floor window.

Landscaping

The project's landscape plan was already approved by the original precise plan. However, the front yard landscaping is being modified to accommodate the new floorplans. A California-friendly plant palette will continue to be used for the new product which consists of low water use trees and ground cover for the slope areas and low to medium water use trees for street trees and parkways.

No changes are proposed to the project's approved Fuel Modification Plan which appropriately establishes irrigated wet zones, non-combustible construction areas and special maintenance areas relative to the portions of the development that are near significant slopes and/or wildland areas. The Fuel Modification Plan was approved by the Corona Fire Department with the original precise plan.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The applicant paid \$7,658.00 in application processing fees for the Precise Plan.

ENVIRONMENTAL ANALYSIS:

Per Section 15162 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA), no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter the grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR. A Notice of Exemption has been prepared for the project.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of August 24, 2020, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Siqueland\Meza) and carried with Chair Alexander voting no, that the Planning and Housing Commission adopt Resolution No. 2560 granting PPM2020-0002, based on the findings contained in the staff report and conditions of approval. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

SUBMITTED BY: JACOB ELLIS, CITY MANAGER

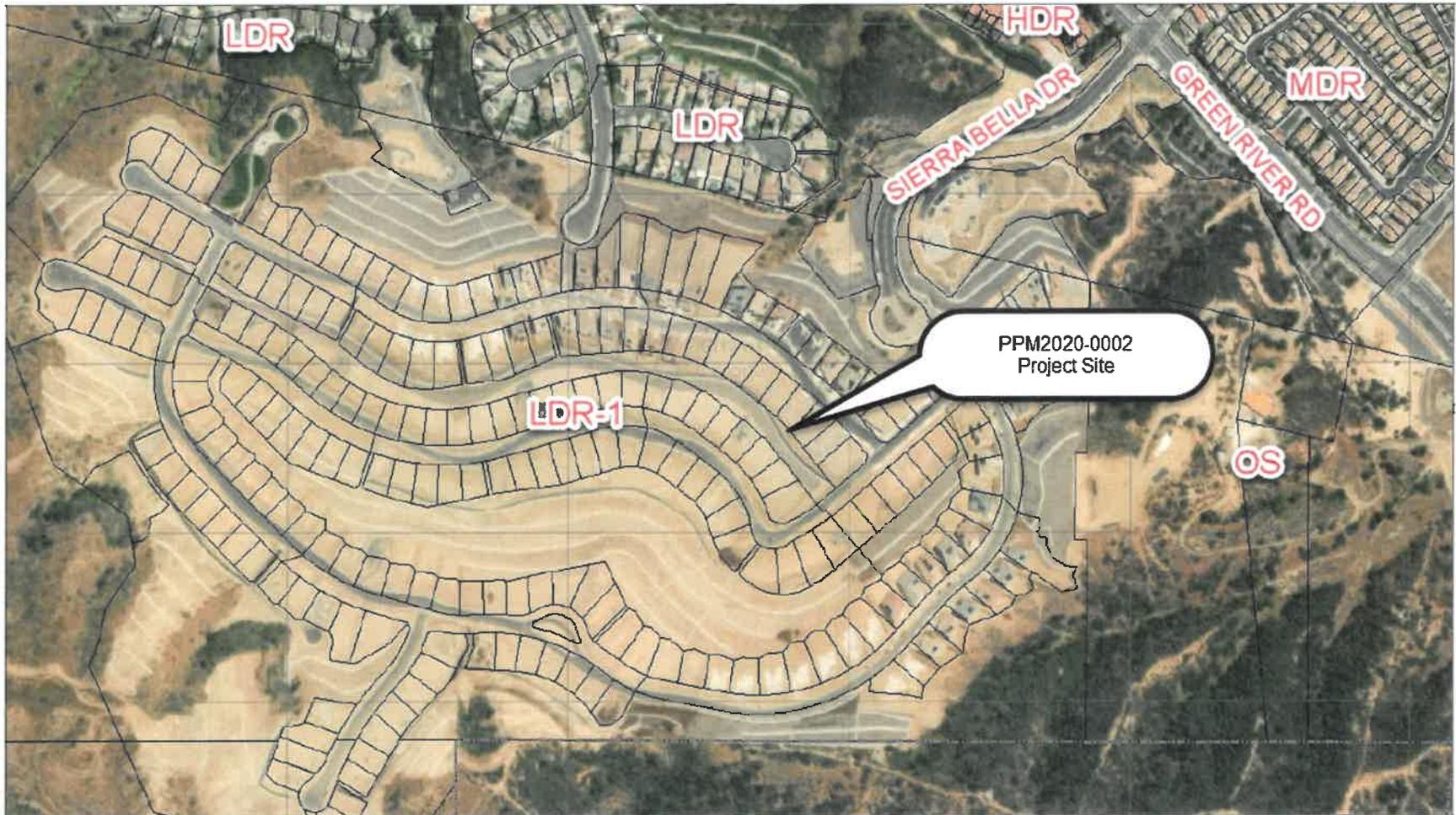
Attachments:

1. Exhibit 1 - Locational and Zoning Map
2. Exhibit 2- Site Plan for PPM2020-0002
3. Exhibit 3 - Planning and Housing Commission Staff Report
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 24, 2020

APPLICANT INFORMATION

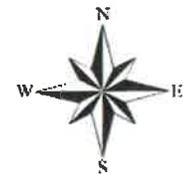
Jennifer Johnson with Lennar Homes of California, Inc., 980 Montecito Drive, Suite 302, Corona CA 92879

LOCATIONAL & ZONING MAP



Date: 08/18/2020

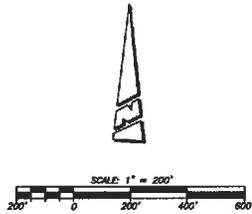
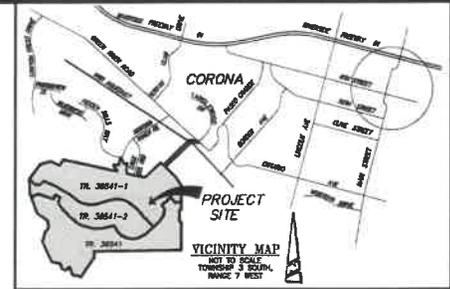
Sierra Bella PPM2020-0002



AMENDED PRECISE PLAN

TR. 36541-1, 36541-2 AND 36541 CRESCENDO AND TOCCATA

APRIL 2020



APPLICANT / OWNER:
LENNAR
 355 E. RANCON ST., SUITE #300
 CORONA, CA 92626
 CONTACT: JENNIFER EVANS
 (951) 698-5529

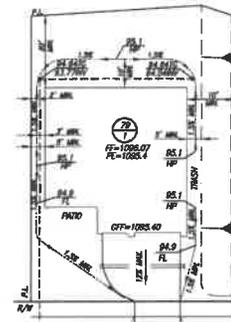
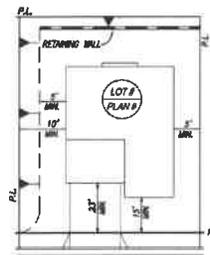
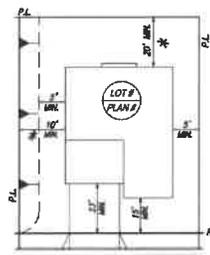
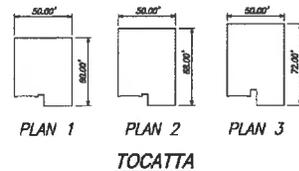
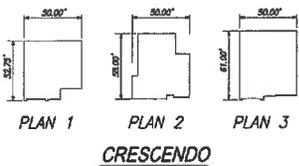
PREPARER:
PROACTIVE ENGINEERING WEST
 25109 JEFFERSON AVE., SUITE 200
 HUNTSVILLE, CA 95643
 (951) 200-6840

PHASE #	PLANS	AREAS
PHASE 1	2	3
PHASE 2	2	3
PHASE 3	2	2
PHASE 4	2	3
PHASE 5	2	3
PHASE 6	2	3
PHASE 7	3	3
PHASE 8	1	0
MODEL	0	1
TOTAL	20	23
TOTAL AREA	174,720	24,024

PHASE #	PLANS	AREAS
PHASE 1	5	0
PHASE 2	5	2
PHASE 3	2	2
PHASE 4	3	2
PHASE 5	2	3
PHASE 6	1	3
PHASE 7	2	2
PHASE 8	2	4
PHASE 9	2	0
MODEL	0	1
TOTAL	27	20
TOTAL AREA	37,440	33,170

LEGEND:

- LOT NUMBER
- PLAN NUMBER
- PHASE LINE CRESCENDO
- PHASE LINE TOCCATA
- TRACT BOUNDARY
- RETAINING WALL
- CRESCENDO
- TOCCATA
- NOT A PART
- CRESCENDO PHASE NUMBER
- TOCCATA PHASE NUMBER
- MODELS
- MODELS PARKING
- LOT NUMBER-TRACT NUMBER (NO DASH=FULL TRACT)

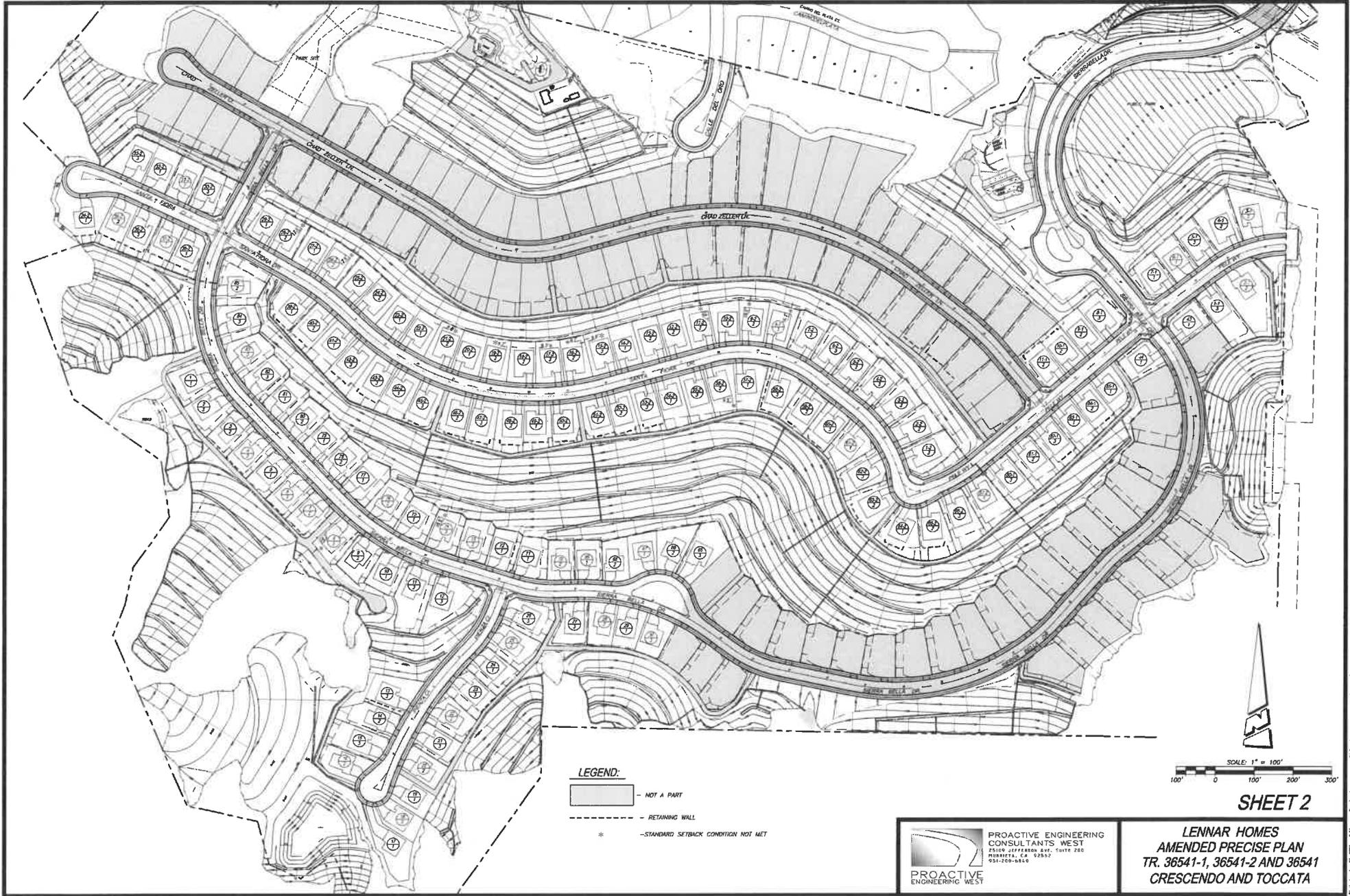


* ALL LOTS COMPLY WITH STANDARD SET BACK CONDITION UNLESS OTHERWISE NOTED ON PLAN

SHEET 1

PROACTIVE ENGINEERING WEST
 25109 JEFFERSON AVE., SUITE 200
 HUNTSVILLE, CA 95643
 951-200-6840

LENNAR HOMES
AMENDED PRECISE PLAN
TR. 36541-1, 36541-2 AND 36541
CRESCENDO AND TOCCATA



LEGEND:
 - - - - - NOT A PART
 _____ RETAINING WALL
 * - - - - - STANDARD SETBACK CONDITION NOT MET

SCALE: 1" = 100'
 100' 0 100' 200' 300'

SHEET 2

PROACTIVE ENGINEERING WEST
 PROACTIVE ENGINEERING CONSULTANTS WEST
 25101 JEFFERSON AVE., SUITE 200
 HUNTERVILLE, CA 92542
 951-208-0840

LENNAR HOMES
AMENDED PRECISE PLAN
TR. 36541-1, 36541-2 AND 36541
CRESCENDO AND TOCCATA

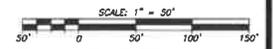


SEE SHEET 5

SEE SHEET 4

LEGEND:

-  - NOT A PART
-  - RETAINING WALL
-  - STANDARD SETBACK CONDITION NOT MET

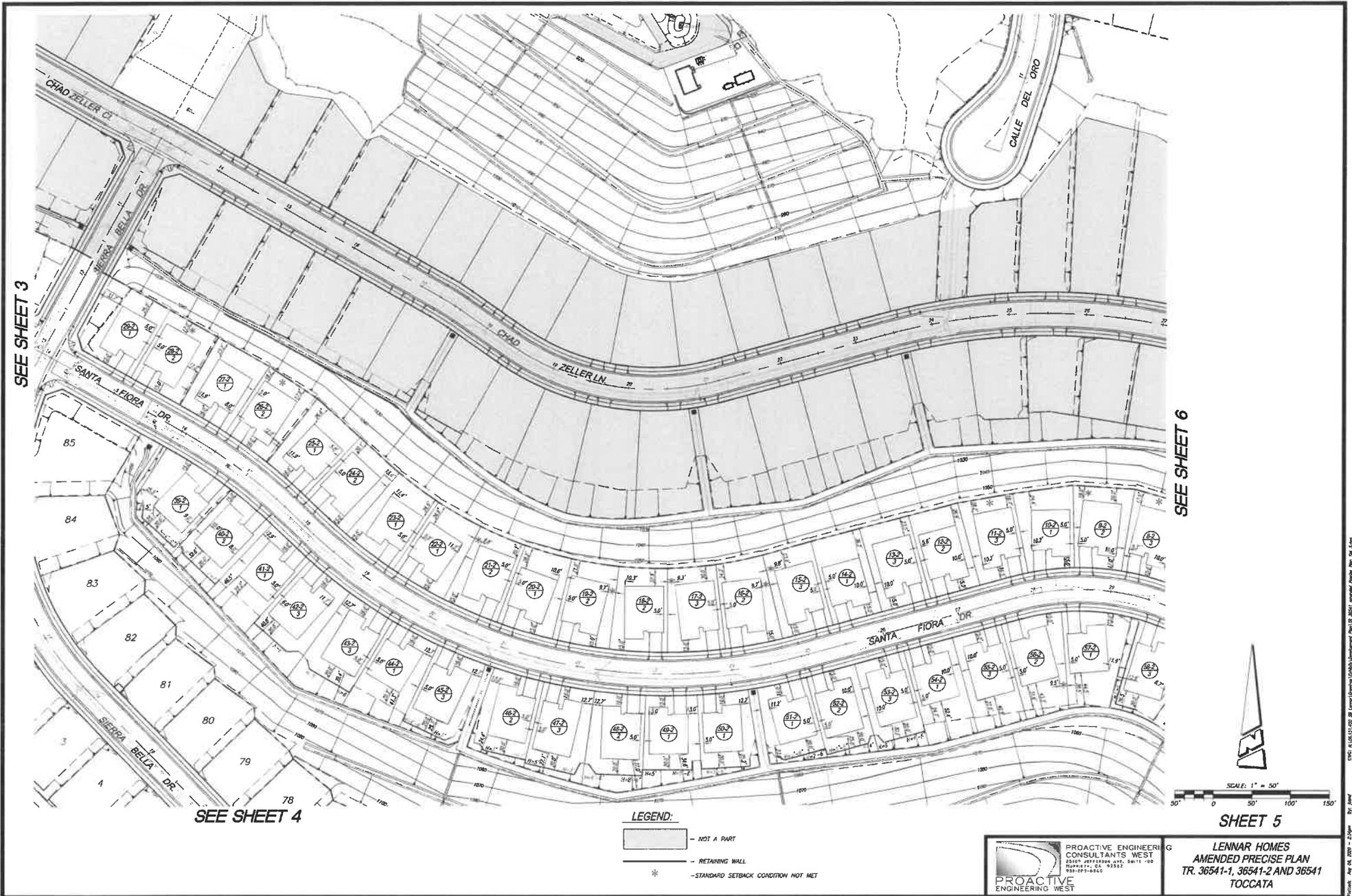


SHEET 3

PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 2015 PROGRESS AVE. SUITE 108
 BIRMINGHAM, AL 35243
 901-975-9840

LENNAR HOMES
AMENDED PRECISE PLAN
 TR. 36541-1, 36541-2 AND 36541
 CRESCENDO

DATE: 11/16/2010 BY: [unclear] (10/16/2010) FILED: 2010/11/16 AMERICAN PUBLIC WORKS ASSOCIATION
 PROJECT: 09-01-2010-2329-00



SEE SHEET 5



LEGEND:

- NOT A PART
- RETAINING WALL
- STANDARD SETBACK CONDITION NOT MET



SHEET 6

PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 21000 CANTONMENT LANE SUITE 100
 DANFORTH, CA 94526
 925-275-1810

LENNAR HOMES
 AMENDED PRECISE PLAN
 TR. 36541-1, 36541-2 AND 36541
 TOCCATA AND CRESCENDO

DATE: 04/08/2015 10:25:00 AM BY: JACOB



Agenda Report

File #: 20-0608

**PLANNING AND HOUSING COMMISSION
STAFF REPORT**

DATE: 8/24/2020
TO: Honorable Chair and Commissioners
FROM: Community Development Department

APPLICATION REQUEST:

PPM2020-0002: Modification to Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive, in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001). (Applicant: Jennifer Johnson with Lennar Homes of California, Inc., 980 Montecito Drive, Suite 302, Corona, CA 92879)

RECOMMENDED ACTION:

That the Planning and Housing Commission adopt Resolution No. 2560 GRANTING PPM2020-0002 based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY

Area of Property: 313 acres

Existing Zoning: LDR-1 (Low Density Residential 1; 7,200 square feet minimum lot area) and Open Space of the Sierra Bella Specific Plan (SP04-01)

Existing General Plan: RR2 (Rural Residential, 0.5-1 du/ac)

Existing Land Use: Single family residential

Proposed Land Use: Single family residential and open space

Surrounding Zoning/Land Uses:

N: LDR (Low Density Residential) within the Sierra del Oro Specific Plan/ Single family residences

E: LDR2 (Low Density Residential 2) within the Sierra Bella Specific Plan/ Undeveloped residential

S: Cleveland National Forest, County of Riverside

W: Natural open space within the Sierra Bella Specific Plan/ Conserved natural open space

BACKGROUND

On May 7, 2018, Lennar Homes obtained approval of Precise Plan 2018-0002 for the development of 237 single family residential lots associated with Tract 36541. Tract 36541 has been entirely graded

and all the public improvements associated with the project have been constructed. All of the 237 lots are finished and ready for housing unit construction. The development is a gated residential community known as Sierra Bella, which is located south of Green River Road and Sierra Bella Drive. The lots are within the Sierra Bella Specific Plan and zoned LDR-1 (Low Density Residential), which is a single family residential zone that requires a minimum lot size of 7,200 square feet. The precise plan was approved with two product lines that are being marketed under the names Sonata and Adagio. The approval also included a 0.93-acre private park within the interior of the development; and a 2.7-acre public park outside of the development. Both parks have been constructed. Additionally, the project's landscaping and perimeter fencing were included in the approval of the precise plan.

The Sonata line featured a combination of single-story and two-story floorplans ranging in size from 2,498 to 3,401 square feet (Exhibit 3.J). Sonata had four floor plans and three varied architectural styles, which included Italianate, Bungalow and Tuscan.

The Adagio line had larger floor plans and was intended for the larger lots with views. This line featured a combination of single-story and two-story floorplans ranging in size from 2,552 to 2,626 square feet (Exhibit 3.K). Adagio had four floor plans, and four varied architectural styles which included Spanish Eclectic, Italian, European Cottage, and Traditional.

As of the preparation of the staff report, Lennar Homes has constructed 87 houses between the two approved product lines. Since sales began December 2018, Lennar Homes has found that the current product lines have not been well received by potential home buyers. The applicant intends to build only 13 more lots with the approved product, and is seeking a precise plan modification to replace the products on the 137 remaining lots with two new product lines. The new products will be marketed under the names Toccata and Crescendo. The Toccata line will replace the Sonata line; and the Crescendo line will replace the Adagio line. The applicant hopes that the change in floorplans will make the homes more marketable for the Corona housing market and accommodate homebuyers that are looking to downsize. The applicant is not proposing any changes to the approved architectural styles.

The new floor plans required the applicant to seek a minor variance from the Community Development Department to reduce the side yard and rear yard setbacks for 13 of the 137 lots. The LDR-1 designation requires a minimum setback of 5 feet and 10 feet for the side yards, and 20 feet for the rear yard. Because of the wider floor plan associated with the new product line, seven lots ended up with 16-foot deep rear yards and six lots resulted in 9-foot wide side yards. The reductions were less than 20 percent of the minimum rear and side yard requirements and qualified as a minor variance subject to review by the Zoning Administrator under Section 17.99.060 of the Corona Municipal Code. The minor variance, V2020-0002, was approved by the Zoning Administrator on July 7, 2020.

PPM2020-0002 was submitted to the City on May 6, 2020, which was reviewed by city staff at the Project and Environmental Review Committee meeting on May 28, 2020. Staff issued an incomplete application letter to the applicant on June 3, 2020, noting items missing from the application submittal. Application PPM2020-0002 was deemed complete on July 7, 2020.

PROJECT DESCRIPTION

Site Plan

The new Toccata and Crescendo product lines will be plotted within the project site as shown in Exhibit 3.A. The Toccata lots are shown in blue and are primarily located along the center and at the east end of the site. The Crescendo lots are shown in green and are located at the southwest perimeter of the site. The lots built with the existing product lines are shown in grey. The LDR-1 designation prescribes the following minimum building setbacks and lot coverage:

- Front yard - 10 feet to the front porch and 15 feet to the dwelling;
- Interior Side yards - 5 feet on one side yard and 10 feet on the other side yard;
- Street Side yard - 10 feet; and
- Rear yard - 20 feet
- Maximum lot coverage of 45 percent of the total lot area

Except for the 13 lots already approved by a minor variance, the new floor plans are capable of complying with the required building setbacks.

The new floor plans are capable of complying with the required lot coverage, with the exception of four Toccata lots (5-1, 11-2, 13-2, and 15-2), which provide a lot coverage of 46 to 47 percent. However, the applicant is being conditioned to switch out the four floor plans with floor plans that comply with the 45 percent maximum lot coverage prescribed for the LDR-1 designation. Additionally, the floor plans will have different architectural styles and the same elevation will not be repeated adjacent to one another.

Toccata (formerly Sonata)

The Toccata product line includes three floor plans ranging from 2,365 to 2,944 square feet (Exhibit 3.C). All three floor plans are single-story with two to four bedrooms. The single-story design is meant to appeal to home buyers who are downsizing for various reasons, including buyers whose children have left home. Table A provides a side-by-side comparison of the original (Sonata) and new (Toccata) floorplans.

**Table A
Floor Plan and Architectural Summary**

	Original Floor Plans for Sonata	Proposed Floor Plans for Toccata
Number of Floor Plans	4	3
Floor Plan Sizes:		
Plan 1	2,497 sq. ft.	2,365 sq. ft.
Plan 2	2,891 sq. ft.	2,765 sq. ft.
Plan 3	3,085 sq. ft.	2,944 sq. ft. (Includes NexGen home)
Plan 4	3,401 sq. ft.	
Number of Floors	1-story and 2-story	1-story
Architectural Styles	Italianate Bungalow Tuscan	Italianate Bungalow Tuscan

Architectural Changes		Italianate style added wood shutters to a front window and a shelf under the front window to create a pop-out feature.
		Bungalow style changed the front column, from a tapered stucco column to a double wood post with stone veneer.
		Tuscan style added a shelf under the front window to create a pop-out feature.

The largest floor plan (Plan 3-AX) is described by the applicant as a multi-generational home because it features a 569 square foot “NexGen home” within the home. This area is designed as an independent space with its own bedroom, bathroom, sitting area, washer and dryer closet, space for a full size refrigerator and counter space for counter-top kitchen appliances, such as a microwave. The NexGen home is accessible from within the home and has its own separate side-door entrance. The NexGen home is not an accessory dwelling unit (ADU) as defined by the city’s Accessory Dwelling Unit Ordinance because it does not include its own permanent cooking facilities (i.e. stove). Should a homebuyer decide to convert the NexGen home into an ADU, the homebuyer would need to demonstrate to the applicable city departments that the conversion meets the city’s ADU regulations and obtain a building permit for the conversion.

Another key item for the Toccata floorplans is Lennar’s sloping ceiling feature located in the great room, which creates a traditional joist and beam interior design element. The sloping ceiling feature has been a major selling point for Lennar (Exhibit 3.D).

The architectural styles for Toccata include Italianate, Bungalow, and Tuscan, which are consistent with the design themes established in the Specific Plan and identical to the architectural styles approved for the Sonata product line. Exhibit 3.E illustrates typical elevations for each architectural style. Exhibit 3.F illustrates the three color schemes for the Toccata line.

Crescendo (formerly Adagio)

The Crescendo product line is the larger of the two product lines. This line features three floor plans which are all two-stories ranging from 3,423 to 4,134 square feet (Exhibit 3.G). A NexGen home is also included within the largest floor plan, which is identified as Plan 6-A. The NexGen home includes its own bedroom, sitting room, retreat, kitchen, laundry room, and bathroom. It has access from within the main home and a separate side-door entrance. Table B provides a side-by-side comparison of the original (Adagio) and new (Crescendo) floorplans.

The architectural styles for Crescendo include Spanish Eclectic, Italian, European Cottage, and Traditional, which are consistent with the design themes established in the Specific Plan and identical to the architectural styles approved for the Adagio product line. Exhibits 3.H illustrate typical elevations for each architectural style. Exhibits 3.I illustrates the three color schemes for the new Crescendo product line.

**Table B
Floor Plan and Architectural Summary**

	Original Floor Plans for Adagio	Proposed Floor Plans for Crescendo
Number of Floor Plans	4	3
Floor Plan Sizes		
Plan 1	2,624 sq. ft.	3,423 sq. ft.
Plan 2	3,288 sq. ft.	3,912 sq. ft.
Plan 3	3,654 sq. ft.	4,134 sq. ft. (Includes NexGen home)
Plan 4	4,187 sq. ft.	
Number of Floors	1-story and 2-story	2-story
Architectural Styles	Spanish Eclectic Italian European Cottage Traditional	Spanish Eclectic Italian European Cottage Traditional
Architectural Changes		Spanish Eclectic added wood shutters to the front second floor window.
		Italian changed the grid pattern for the vinyl windows.
		European Cottage style removed the stone veneer around the garage door. The stone veneer around the front door was maintained to draw attention to the home's main entrance. Traditional style added a front porch with wood posts and removed the roof awning above the second-floor window.

Landscaping

The project’s landscape plan is attached as Exhibit 3.L. Landscaping has been updated to reflect the new product lines within the unbuilt lots, although no changes to the California-friendly plant palette are proposed with this modification. The plant palette consists of low water use trees and ground cover for the slope areas and low to medium water use trees for street trees and parkways.

Exhibit 3.M shows the typical residential front yard for the lots, which features ground cover, a variety of accent shrubs and 15-gallon size trees. The homes constructed thus far have front yard landscaping and irrigation in place. The remaining lots with the new product lines will have the same type of landscaping.

No changes are proposed to the project’s approved Fuel Modification Plan which appropriately establishes irrigated wet zones, non-combustible construction areas and special maintenance areas relative to the portions of the development that are near significant slopes and/or wildland areas. The Fuel Modification Plan was approved by the Corona Fire Department with the original precise plan.

ENVIRONMENTAL ANALYSIS

Per Section 15162 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA), no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter the grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR. A Notice of Exemption has been prepared for the project, which is attached as Exhibit 4.

FISCAL IMPACT

The applicant has paid the application processing fees to cover the cost of the precise plan modification review, as required by City resolution.

PUBLIC NOTICE AND COMMENTS

A 10-day public notice was mailed to all property owners within a 500-foot radius of the project site, as well as advertised in the *Sentinel Weekly News* and posted at the project site. As of the preparation of this report, the Community Development Department has not received any inquiries from the public in response to the notice.

STAFF ANALYSIS

PPM2020-0002 will allow the applicant to change their product lines for the remaining 137 lots within the Sierra Bella residential community. Lennar Homes spent a considerable amount of time and research designing two new lines, Toccata and Crescendo, to meet the needs of buyers in the Corona housing market. The products have varied elevation styles and home sizes, similar to the original approval, resulting in a project that continues to be well suited for the area. The proposed architectural styles and color schemes comply with the architectural design guidelines in the Sierra Bella Specific Plan and will blend seamlessly with the original plans. The proposed floor plans comply with the city's development standards including those that have been granted a minor variance in accordance with the provisions allowed by CMC Section 17.99.060.

The applicant has chosen to plot the single-story Toccata homes together in a central location within the site, with the two-story Crescendo homes farther southwest, at higher elevations. This layout groups together the single-story homes to maximize their privacy and maximizes the views of the higher elevated two-story homes. The design of the development creates an attractive and desirable community.

The private streets and main perimeter walls and fencing within the site have been constructed. Most slopes and parkways within the site have been landscaped. No changes are proposed to these areas as part of this application. No changes are proposed to the lots themselves.

PPM2020-0002 is consistent with General Plan Land Use Policy LU-7.7, which requires single-family housing be well designed in a manner that will enhance and maintain a high level of neighborhood quality through the articulation of building elevations and masses, variation of rooflines, architectural

design, and the use of entries and windows on street facing elevations. The Planning Division recommends approval of PPM2020-0002 based on the findings listed below and staff's recommended conditions of approval.

FINDINGS OF APPROVAL FOR PPM2020-0002

1. A preliminary exemption assessment has been conducted by the City of Corona and it has shown that this project does not require further environmental assessment because no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter any grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR.
2. All the criteria necessary for granting a Precise Plan as set forth in Section 17.91.070 of the Corona Municipal Code, have been met for PPM2020-0002, as follows:
 - a. *The proposal is consistent with the site's General Plan land use designation of Rural Residential because this land use is intended for single-family residential and open space land uses. The Rural Residential designation prescribes a density of 0.5 - 1 du/ac. The project's density is 0.76 du/ac, which is below the maximum density prescribed. No changes to the project's density are proposed with application PPM2020-0002.*
 - b. *The project complies with the LDR-1 designation of the Sierra Bella Specific Plan and as applicable with the Corona Municipal Code, in terms of building setbacks, lot coverage, architectural design, and landscaping, as demonstrated by Exhibits 3.A - 3.0 attached herein and the conditions of approval for the project.*
 - c. *The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, the project is exempted from further review.*
 - d. *The site is of a sufficient size and configuration to accommodate the design and scale of the proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal. The new product lines are capable of meeting the minimum building setback requirements, lot coverage, architectural design, landscaping, and other applicable development standards prescribed by the Sierra Bella Specific Plan.*
 - e. *The design, scale and layout of the proposed modification and overall development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the Sierra Bella Specific Plan's development standards for the LDR-1 designation and the applicable development standards governed by the Corona Municipal Code.*
 - f. *The architectural design of the proposed development is compatible with the character*

of the surrounding neighborhood, will enhance the visual character of the neighborhood as it is designed in accordance with hillside standards and the architectural standards prescribed within the Sierra Bella Specific Plan, providing for the harmonious, orderly and attractive development of the site.

- g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that are aesthetically appealing and will retain a reasonably adequate level of maintenance, as the project design in detail and as a whole is demonstrated to be of high quality meeting the standards established in the specific plan.*
- h. The proposed development is compatible with and enhances the design of existing buildings and other physical features of the site because the two new product lines (Toccata and Crescendo) proposed by PPM2020-0002 have architectural styles that are the same as the original styles approved under the original precise plan, PP2018-0002. Additionally, the new floor plans fit within the scale of the residential community.*

3. The proposal is consistent with the General Plan for the following reason:

- a. The proposed modification is consistent with Land Use General Plan Policy LU-7.7, which requires single-family housing be well designed in a manner that will enhance and maintain a high level of neighborhood quality through the articulation of building elevations and masses, variation of rooflines, architectural design, and the use of entries and windows on street facing elevations. PPM2020-0002 has been designed with a variety of architectural styles, such as Italianate, Bungalow, Tuscan, Spanish Eclectic, Italian, European Cottage, and Traditional to create variation and interest within the Sierra Bella residential community.*

4. The proposal is consistent with the conditions required under Section 6.5.2 of the Sierra Bella Specific Plan (SP04-01):

- a. The project implements the LDR-1 designation (Low Density Residential, 7,200 square foot minimum lot area).*
- b. The project with its conditions of approval is designed in accordance with the design guidelines, architectural themes, and development standards applicable to the LDR-1 designation.*

File #: 20-0608

PREPARED BY: LUPITA GARCIA, ASSOCIATE PLANNER

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

REVIEWED BY: JAY EASTMAN, PLANNING MANAGER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

- 1- Resolution No. 2560
- 2- Locational Map
- 3.A - Site Plan
- 3.B - Conditions of Approval
- 3.C - Toccata Floor Plans
- 3.D - Lennar's Sloping Ceiling Feature
- 3.E - Toccata Elevation Plans
- 3.F - Toccata Color Schemes
- 3.G - Crescendo Floor Plans
- 3.H - Crescendo Elevation Plans
- 3.I - Crescendo Color Schemes
- 3.J - Sonata Elevation Plans (previously approved plan)
- 3.K - Adagio - Elevation Plans (previously approved plan)
- 3.L - Conceptual Landscape Plan
- 3.M - Typical Front Yard Landscape Plan
- 3.N - Conceptual Wall and Fence Plan
- 3.O - Slope Exhibit
- 3.P - Applicant's letter dated August 6, 2020
- 4 - Environmental Documentation

Case Planner: Lupita Garcia (951) 736-2293



RESOLUTION NO. 2560

APPLICATION NUMBER: PPM2020-0002

A RESOLUTION OF THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, GRANTING A PRECISE PLAN MODIFICATION TO PRECISE PLAN 2018-0002 ORIGINALLY APPROVED ON MAY 7, 2018 TO ADD TWO NEW SINGLE FAMILY FLOORPLANS WITH VARIOUS ARCHITECTURAL THEMES FOR THE REMAINING 137 LOTS WITHIN TRACT 36541 LOCATED SOUTH OF GREEN RIVER ROAD AND SIERRA BELLA DRIVE IN THE LDR-1 DESIGNATION OF THE SIERRA BELLA SPECIFIC PLAN (SP04-001). (APPLICANT: JENNIFER JOHNSON WITH LENNAR HOMES OF CALIFORNIA, INC.)

WHEREAS, the application to the City of Corona, California, for a Precise Plan Modification under the provisions of Chapter 17.91 in the Corona Municipal Code, has been duly submitted to said City's Planning and Housing Commission to modify Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001).

WHEREAS, the Planning and Housing Commission held a noticed public hearing for PPM2020-0002 on August 24, 2020, as required by law; and

WHEREAS, the Planning and Housing Commission finds that this project is exempt from CEQA pursuant to Section 15162 of the State CEQA Guidelines and Section 3.03 of the City of Corona Local Guidelines for Implementing CEQA because there is no possibility that the activity may have a significant effect of the environment.

WHEREAS, after close of said hearing, the Commission by formal action, found that all the conditions necessary to granting PPM2020-0002 as set forth in Corona

Municipal Code Section 17.91.070 and Section 6.5.2 of the Sierra Bella Specific Plan do exist in reference to PPM2020-0002 based on the evidence presented to the Commission during said hearing; and

WHEREAS, the Planning and Housing Commission based its recommendation to approve the PPM2020-0002 on certain conditions of approval and the findings set forth below.

NOW, THEREFORE, THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this PPM2020-0002, the Planning and Housing Commission has determined that this project does not require further environmental assessment because the project qualifies as an exemption under CEQA per Section 15162 of the State Guidelines and Section 3.03 of the City of Corona Guidelines for implementing CEQA. There is no evidence presented to the city that the project will have any significant effects on the environment.

SECTION 2. PPM2020-0002 Findings. Pursuant to Corona Municipal Code (“CMC”) section 17.91.070 and Section 6.5.2 of the Sierra Bella Specific Plan and based on the entire record before the Planning and Housing Commission, including all written and oral evidence presented to the Commission, the Commission hereby makes and adopts the following findings:

1. A preliminary exemption assessment has been conducted by the City of Corona and it has shown that this project does not require further environmental assessment because no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter any grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR.
2. All the criteria necessary for granting a Precise Plan as set forth in Section 17.91.070 of the Corona Municipal Code, have been met for PPM2020-0002, as follows:
 - a. *The proposal is consistent with the site’s General Plan land use designation of Rural Residential because this land use is intended for single-family residential and open space land uses. The Rural Residential designation prescribes a density of 0.5 – 1 du/ac. The project’s density is 0.76 du/ac, which is below the maximum density prescribed. No changes to the project’s density are proposed with application PPM2020-0002.*
 - b. *The project complies with the LDR-1 designation of the Sierra Bella Specific Plan and as applicable with the Corona Municipal Code, in terms of building setbacks, lot coverage, architectural design, and landscaping, as demonstrated by Exhibits*

3.A – 3.0 attached herein and the conditions of approval for the project.

- c. The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, the project is exempted from further review.*
- d. The site is of a sufficient size and configuration to accommodate the design and scale of the proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal. The new product lines are capable of meeting the minimum building setback requirements, lot coverage, architectural design, landscaping, and other applicable development standards prescribed by the Sierra Bella Specific Plan.*
- e. The design, scale and layout of the proposed modification and overall development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the Sierra Bella Specific Plan's development standards for the LDR-1 designation and the applicable development standards governed by the Corona Municipal Code.*
- f. The architectural design of the proposed development is compatible with the character of the surrounding neighborhood, will enhance the visual character of the neighborhood as it is designed in accordance with hillside standards and the architectural standards prescribed within the Sierra Bella Specific Plan, providing for the harmonious, orderly and attractive development of the site.*
- g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that are aesthetically appealing and will retain a reasonably adequate level of maintenance, as the project design in detail and as a whole is demonstrated to be of high quality meeting the standards established in the specific plan.*
- h. The proposed development is compatible with and enhances the design of existing buildings and other physical features of the site because the two new product lines (Toccata and Crescendo) proposed by PPM2020-0002 have architectural styles that are the same as the original styles approved under the original precise plan, PP2018-0002. Additionally, the new floor plans fit within the scale of the residential community.*

3. The proposal is consistent with the General Plan for the following reason:

- a. The proposed modification is consistent with Land Use General Plan Policy LU-7.7, which requires single-family housing be well designed in a manner that will enhance and maintain a high level of neighborhood quality through the articulation of building elevations and masses, variation of rooflines, architectural design, and the use of entries and windows on street facing elevations. PPM2020-0002 has been designed with a variety of architectural styles, such as Italianate, Bungalow, Tuscan, Spanish Eclectic, Italian, European Cottage, and Traditional to create variation and interest within the Sierra Bella residential community.*

4. The proposal is consistent with the conditions required under Section 6.5.2 of the Sierra Bella Specific Plan (SP04-01):
 - a. *The project implements the LDR-1 designation (Low Density Residential, 7,200 square foot minimum lot area).*
 - b. *The project with its conditions of approval is designed in accordance with the design guidelines, architectural themes, and development standards applicable to the LDR-1 designation.*

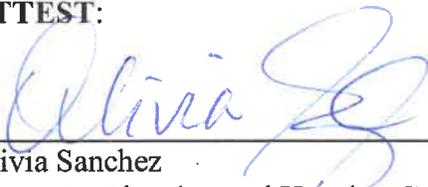
BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the City Clerk of said City and a copy thereof be sent to the applicant therefore at the address of said applicant as set forth in the application for said PPM2020-0002.

Adopted this 24th day of August, 2020.



Karen Alexander, Chair
Planning and Housing Commission
City of Corona, California

ATTEST:



Olivia Sanchez
Secretary, Planning and Housing Commission
City of Corona, California

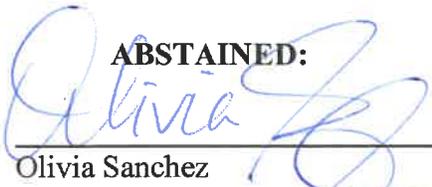
I, Olivia Sanchez, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in a regular session of said Planning and Housing Commission duly called and held on the 24th day of August, 2020, and was duly passed and adopted by the following vote, to wit:

AYES: Siqueland, Hooks, Jones, Meza

NOES: Alexander

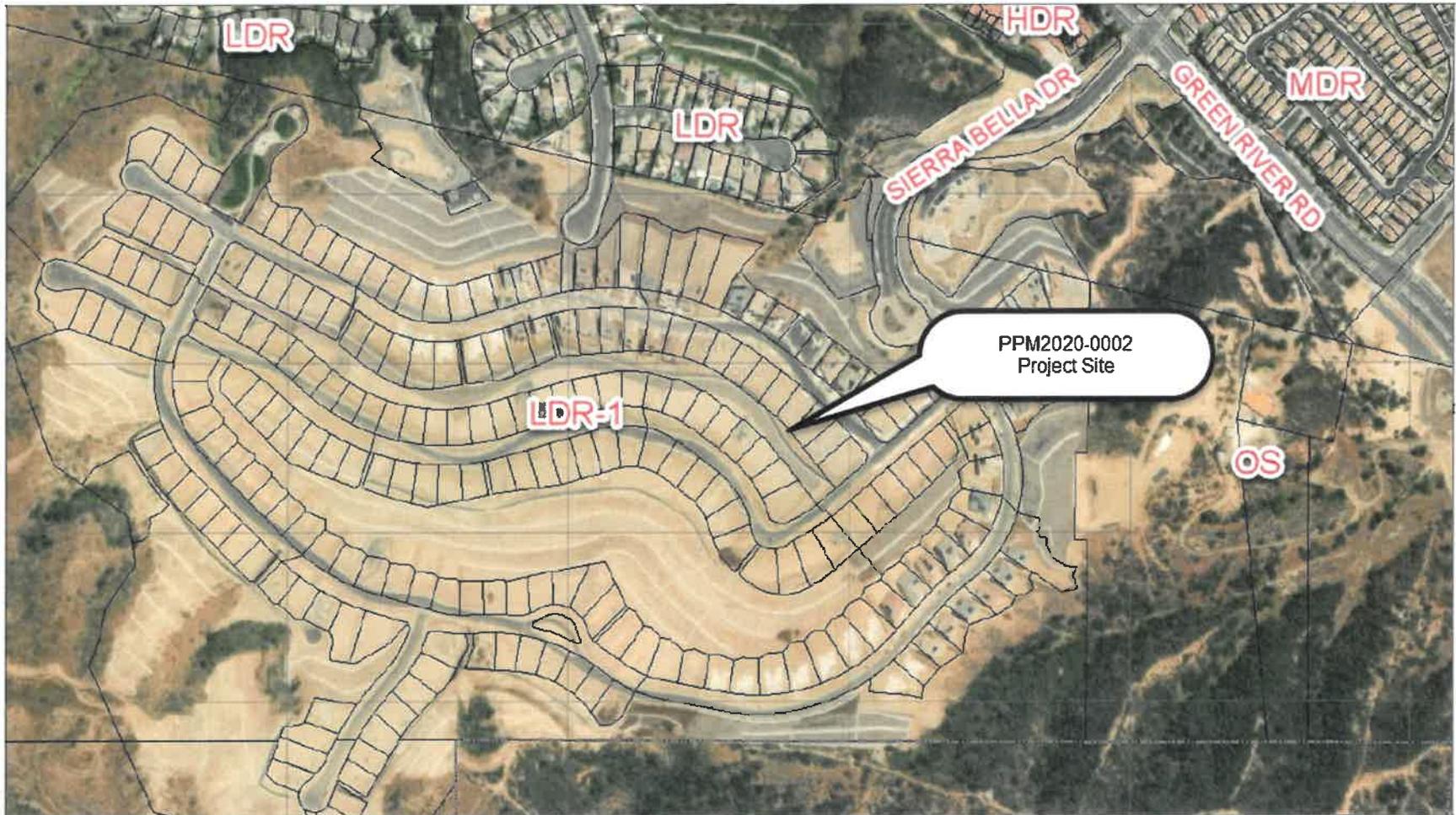
ABSENT:

ABSTAINED:



Olivia Sanchez
Secretary, Planning and Housing Commission
City of Corona, California

LOCATIONAL & ZONING MAP



Date: 08/18/2020

Sierra Bella PPM2020-0002

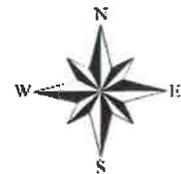
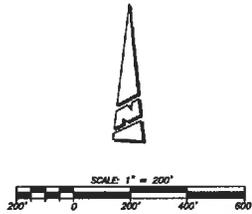
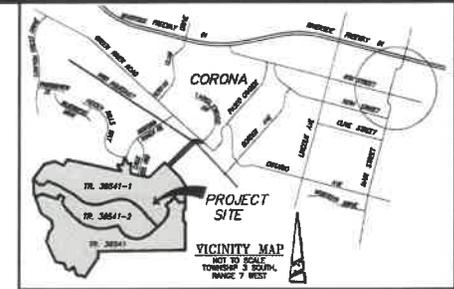


EXHIBIT 2

AMENDED PRECISE PLAN

TR. 36541-1, 36541-2 AND 36541 CRESCENDO AND TOCCATA

APRIL 2020



APPLICANT / OWNER:
LENNAR
 355 E. RANCON ST., SUITE #300
 CORONA, CA 92626
 CONTACT: JENNIFER EVANS
 (951) 698-5529

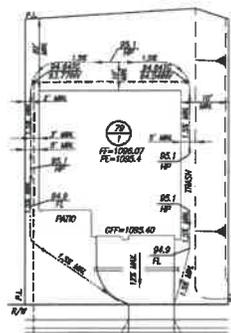
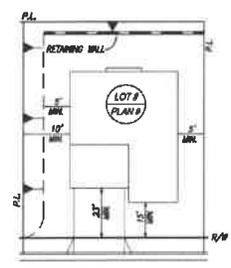
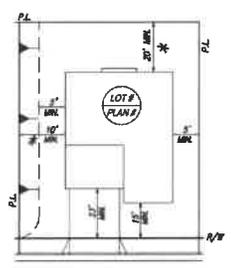
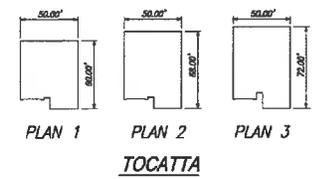
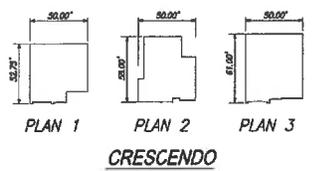
PREPARER:
PROACTIVE ENGINEERING WEST
 25109 JEFFERSON AVE., SUITE 200
 HUNTSVILLE, CA 95643
 (951) 200-6840

PHASE #	PLANS	AREAS
PHASE 1	2	3
PHASE 2	2	3
PHASE 3	2	2
PHASE 4	2	3
PHASE 5	2	3
PHASE 6	2	3
PHASE 7	3	3
PHASE 8	1	0
MODEL	0	1
TOTAL	20	21
TOTAL AREA	174,720	24,024

PHASE #	PLANS	AREAS
PHASE 1	5	0
PHASE 2	5	2
PHASE 3	2	2
PHASE 4	3	2
PHASE 5	2	3
PHASE 6	1	3
PHASE 7	2	2
PHASE 8	2	4
PHASE 9	2	0
MODEL	0	1
TOTAL	30	20
TOTAL AREA	37,440	33,170

LEGEND:

- LOT NUMBER
- PLAN NUMBER
- PHASE LINE CRESCENDO
- PHASE LINE TOCCATA
- TRACT BOUNDARY
- RETAINING WALL
- CRESCENDO
- TOCCATA
- NOT A PART
- CRESCENDO PHASE NUMBER
- TOCCATA PHASE NUMBER
- MODELS
- MODELS PARKING
- LOT NUMBER-TRACT NUMBER (NO DASH=FINAL TRACT)



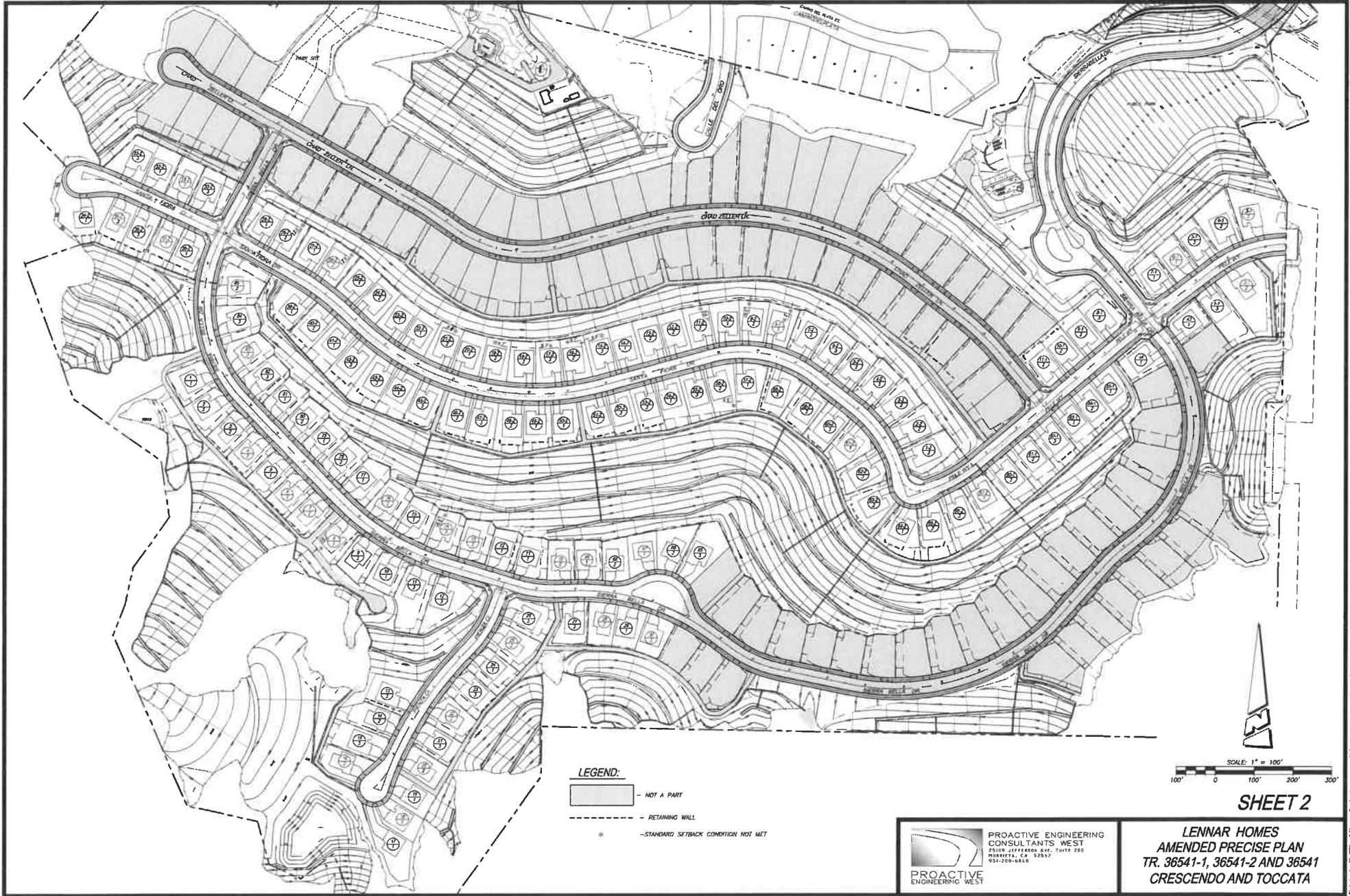
* ALL LOTS COMPLY WITH STANDARD SET BACK CONDITION UNLESS OTHERWISE NOTED ON PLAN

PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 25109 JEFFERSON AVE., SUITE 200
 HUNTSVILLE, CA 95643
 (951) 200-6840

SHEET 1

LENNAR HOMES
AMENDED PRECISE PLAN
TR. 36541-1, 36541-2 AND 36541
CRESCENDO AND TOCCATA

EXHIBIT 3.A



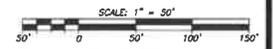


SEE SHEET 5

SEE SHEET 4

LEGEND:

-  - NOT A PART
-  - RETAINING WALL
-  - STANDARD SETBACK CONDITION NOT MET

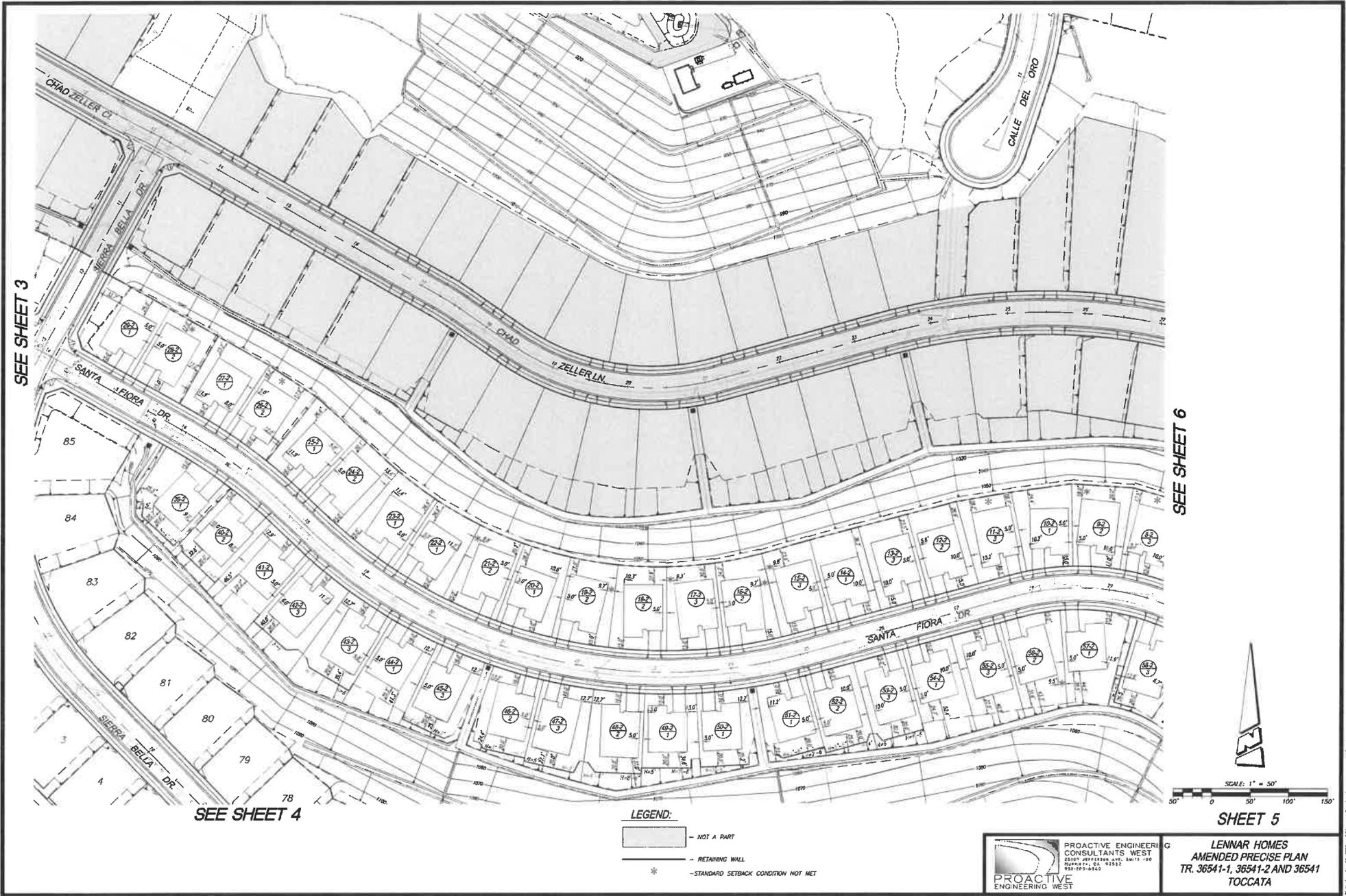


SHEET 3


PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 2015 W. PROGRESS AVE. SUITE 108
 BOHEMIA, CA 94923
 925-975-9840

LENNAR HOMES
AMENDED PRECISE PLAN
TR. 36541-1, 36541-2 AND 36541
CRESCENDO

DATE: 11/16/2010 BY: [unclear] (10/16/2010) FILED: 2010/11/16 AMERICAN PACIFIC

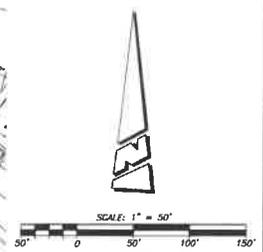


SEE SHEET 3

SEE SHEET 6

SEE SHEET 4

- LEGEND:**
-  - NOT A PART
 -  - RETAINING WALL
 -  - STANDARD SETBACK CONDITION NOT MET



PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 2500 OREGON AVE SUITE 100
 HUNTSVILLE, TN 37422
 931-277-0640

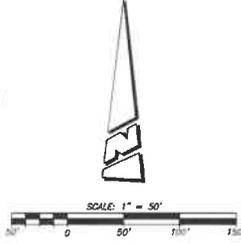
LENNAR HOMES
 AMENDED PRECISE PLAN
 TR. 36541-1, 36541-2 AND 36541
 TOCCATA

DATE: 01/05/2016 08:58:00 AM
 PROJECT: TOCCATA
 SHEET: 36541-1, 36541-2 AND 36541
 SCALE: 1" = 50'
 DRAWN BY: JAW
 CHECKED BY: JAW

SEE SHEET 5



- LEGEND:**
-  - NOT A PART
 -  - RETAINING WALL
 -  - STANDARD SETBACK CONDITION NOT MET



SHEET 6

PROACTIVE ENGINEERING WEST
 CONSULTANTS WEST
 21000 CANTONMENT AVE SUITE 100
 DANFORTH, CA 94526
 925-275-1810

LENNAR HOMES
 AMENDED PRECISE PLAN
 TR. 36541-1, 36541-2 AND 36541
 TOCCATA AND CRESCENDO



Project Conditions

City of Corona

Project Number: PPM2020-0002

Description: MODIFY PP2018-0002 FOR ARCHITECTURAL AND FLOOR PLAN CHANGES

Applied: **4/21/2020** Approved:

Site Address: **Sierra Bella ,**

Closed: Expired:

Status: **RECEIVED**

Applicant: **LENNAR HOMES OF CALIFORNIA INC.
980 MONTECITO DR., SUITE 302 CORONA CA, 92879**

Parent Project: **PP2018-0002**

Details:

LIST OF CONDITIONS	
DEPARTMENT	CONTACT
BUILDING	Dana Andrews
1. Comply with 2019 California Building Codes, California Code of Regulations / Title 24	
FIRE	Cindi Schmitz
<ol style="list-style-type: none"> 1. Upon submittal of building plans show compliance with the approved fuel modification plan and all CBC Chapter 7A requirements. 2. Place Fire Department DPR comments on plans as general notes. 3. Plans shall show a minimum drive width of 28 feet. 4. Show two (2) all weather surface access ways to be approved by the Fire Marshal and construct the access way(s) to accommodate 70,000 lbs. gross vehicle weight during all phases of construction. 5. Dead end access drives shall not exceed one hundred fifty (150) feet in length. 6. Provide turn-around for access drive(s) meeting Fire Department standards/approval. 7. Provide a minimum twenty-five (25) foot inside and fifty (50) foot outside radius for access drive(s). 8. Street and drive grades shall not exceed 10% unless approved by the Fire Chief and City Engineer. 9. A minimum fire flow of 1500 gallons per minute at 20 psi shall be provided for one- and two-family dwellings. 10. Fire hydrants are to be spaced a maximum 250 feet apart. 11. Fire hydrants are to be spaced a maximum 300 feet apart, one- and two-family dwellings only. 12. Provide one-hour constructed eaves for all homes located within two hundred (200) feet of wildland areas. Entire house perimeter shall comply. 13. Fuel modification is required for this project. Consult with a qualified firm to provide a submittal to the fire department for review and approval. 14. Provide Class A roofing material on all structures per the Corona Municipal Code. 15. This development is located in an area that requires a fire facility fee of \$231 and acre per the Corona Municipal Code. This fee is due prior to building permit issuance. 16. Groves and weed abatement shall be maintained so as not to pose a fire hazard until time of development. 17. A specific address, assigned by the City of Corona, Public Works Department, shall be provided for each building as specified by the fire department address standard which can be obtained at coronaca.gov/fire. Addresses must be illuminated during all hours of darkness. 18. Smoke detectors and/or carbon monoxide detectors shall be installed per the California Building, Fire and Residential Code. 19. At no time shall fire hydrants or fire lanes be blocked by building materials, storage, equipment, and/or vehicles. 	



Project Conditions

City of Corona

FIRE	Cindi Schmitz
<p>20. This project is located within the City's very-high fire hazard severity zone, show California Building Code Chapter 7A compliance on building plan submittal. Reference can be made to Wildland Urban Interface products at the office of the State Fire Marshal at www.osfm.fire.ca.gov</p> <p>21. Residential Fire Sprinklers shall be installed per California Fire and Residential Code, and NFPA 13.</p>	
PLANNING	Lupita Garcia
<ol style="list-style-type: none"> 1. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate. 2. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition. 3. This Precise Plan Modification hereby allowed is conditional upon the privileges being utilized by the securing of the first permit thereof within two (2) years after the construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege or permit granted shall be deemed to have lapsed. 4. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees. 5. The project shall comply with the approved exhibits and conditions of approval for PP2018-0002 and the previously approved subdivision map (TTM 36541). 6. The applicant or his successor in interest shall comply with the certified Sierra Bella Specific Plan Environmental Impact Report. 7. All landscaping, onsite and within the parkway, shall be installed per the approved plans prior to issuance of certificate of occupancy. 8. The applicant shall obtain approval of a separate Model Home Permit for the second model home complex proposed on the northeast end of the project site prior to issuance of a building permit for any model homes associated with the precise plan modification. 9. Lot coverage calculations cannot exclude the California Rooms and not exceed the 45% maximum established by the Sierra Bella Specific Plan LDR-1 designation. 10. Whether maintained by a Landscape Maintenance District or a Homeowners Association, all open space lots shall be developed in accordance with the City's Landscape Maintenance District guidelines. 11. Prior to the issuance of a certificate of occupancy for each residential unit, the on-site landscaping, walls and fences shall be installed. 12. The manufactured slopes shall be landscaped with each phase of construction. 13. Residential units and accessory structures shall adhere to the setback provisions of the fuel modification plan for certain lots. 	



Project Conditions

City of Corona

PLANNING	Lupita Garcia
<p>14. The applicant shall switch out the four Toccata floor plans (5-1, 11-2, 13-2, and 15-2) with floor plans that comply with the 45 percent maximum lot coverage prescribed for the LDR-1 designation. The same elevation/architectural style shall not be repeated adjacent to one another.</p>	
PUBLIC WORKS	Michele Hindersinn
<p>1. The Public Works and the Departments of Water and Power, Maintenance and Parks and Landscaping Conditions of Approval for the subject application and shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to the Public Works Department Land Development Section. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail.</p>	



Project Conditions City of Corona

PUBLIC WORKS

Michele Hindersinn

2. GENERAL

- a. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions.
- b. The development shall comply with all mitigation requirements as specified in the Environmental Impact Report.
- c. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
- d. The developer and his successors or assigns shall be responsible for the maintenance of common areas, such as slopes or basins, until such time they become a part of the Homeowner's Association.
- e. Prior to issuance of any Certificate of Occupancy in each map phase, the developer shall cause the engineer of record to submit project base line work, for the respective map phase, for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.
- f. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
 - i. Removal of spoils, debris or other construction material deposited on any public street no later than the end of each working day.
 - ii. Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code, unless otherwise extended or shortened by the Public Works Director or Building Official.
 - iii. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site. Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.
- g. Prior to issuance of any Certificate of Occupancy in each map phase, the developer shall finish the construction of all private or public improvements required by the respective map phase. Said improvements shall include, but are not limited to, the following:
 - i. All street facilities within the respective map phase, along the entry road into the tract, and missing improvements along Green River Road.
 - ii. All drainage facilities within the respective map phase, temporary and permanent basins required, etc.
 - iii. All required grading, including erosion control.
 - iv. All required sewer, water and reclaimed water facilities.
 - v. All required landscaping and/or park facilities.
 - vi. All under grounding of overhead utilities, except for cables greater than 32k volts.



Project Conditions

City of Corona

PUBLIC WORKS	Michele Hindersinn
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3. GRADING

- a. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.
- b. Prior to issuance of building permits, the civil engineer of record and soils engineer of record for the approved grading plans shall submit pad certifications and compaction test reports for the subject lots where building permits are requested.
- c. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.
- d. All manufactured slopes shall be landscaped and irrigated per City of Corona standards and in accordance with the City of Corona Municipal Code.

4. NPDES/WQMP

- a. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.
- b. The developer, his successors or assigns shall be responsible for the maintenance and upkeep of interim water quality facilities and erosion control until such time that interim facilities are no longer required and final improvements are completed per approved improvement plan and final WQMP.
- c. Prior to issuance of the any Certificate of Occupancy in each map phase, the developer shall provide proof of notification to the future homeowners and/or occupants in the respective map phase of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.
- d. Prior to issuance of a first Certificate of Occupancy, all basins (debris, water quality, detention) shall be constructed and in operation.

5. STREETS

- a. Prior to acceptance of improvements, the Public Works Director may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.
- b. Prior to issuance of the first building permit within Tract Map 36541-2, all required street improvements for this phase, as shown by the respective map and in conformance with the Tentative Map, shall be completed.



Project Conditions

City of Corona

PUBLIC WORKS

Michele Hindersinn

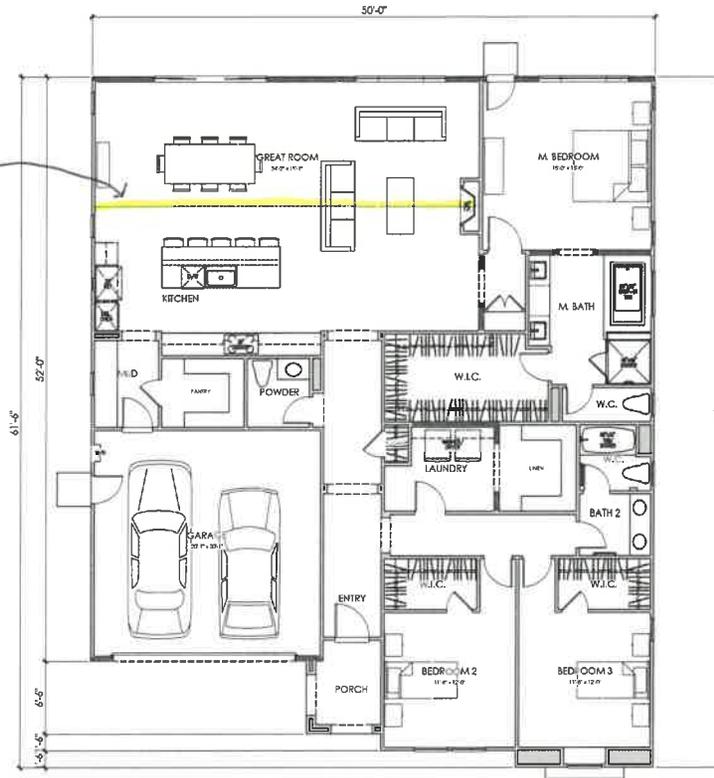
6. SEWER AND WATER

- a. All the sewer, water and reclaimed water design criteria shall be per City of Corona Department of Water and Power standards and Riverside County Department of Health Services Standards unless otherwise approved by the General Manager of the Department of Water and Power or his official designee.
- b. Prior to the issuance of the first building permit within Tract Map 36541 (Final), the looped 12-inch waterline in Sierra Bella Drive and 8-inch "D" Street shall be completed and in operation.
- c. Prior to the issuance of the first building permit within Tract Map 36541 (Final), the following 8-inch sewer lines shall be completed and in operation:
 - i. "D" Circle
 - ii. Sierra Bella Drive
- d. Prior to issuance of the first Certificate of Occupancy, all weather access road(s) shall be provided to all sewer manholes not located within public right-of-way.
- e. All landscaped areas that are maintained by the HOA, CFD or City of Corona shall be irrigated by reclaimed water.
- f. Prior to the issuance of the first building permit within Tract Map 36541 (Final), the following 8-inch reclaimed waterlines shall be completed and in operation:
 - i. "D" Circle
 - ii. "C" Street from phase 1 construction limits to Sierra Bella Drive
 - iii. Sierra Bella Drive from Phase 1 construction limits to phase 3 construction limits

7. SPECIAL DISTRICTS

- a. Prior to issuance of any Certificate of Occupancy in each map phase, all proposed parkway, slope maintenance, and/or median landscaping required for the respective map or in these Conditions of Approval shall be constructed.
- b. Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Corona.
- c. The developer and his successors or assignees shall be responsible for all parkway landscaping maintenance until such time as the District accepts maintenance duties.

(N) sloping ceiling feature



FIRST FLOOR PLAN
 PLAN 1 (2365) "A"
 3 BEDROOMS, 2.5 BATH, 2 CAR GARAGE

PLAN 1 AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR	2,365 SQ. FT.
TOTAL DWELLING	2,365 SQ. FT.
UNCONDITIONED SPACE	
PORCH	53 SQ. FT.
GARAGE	419 SQ. FT.



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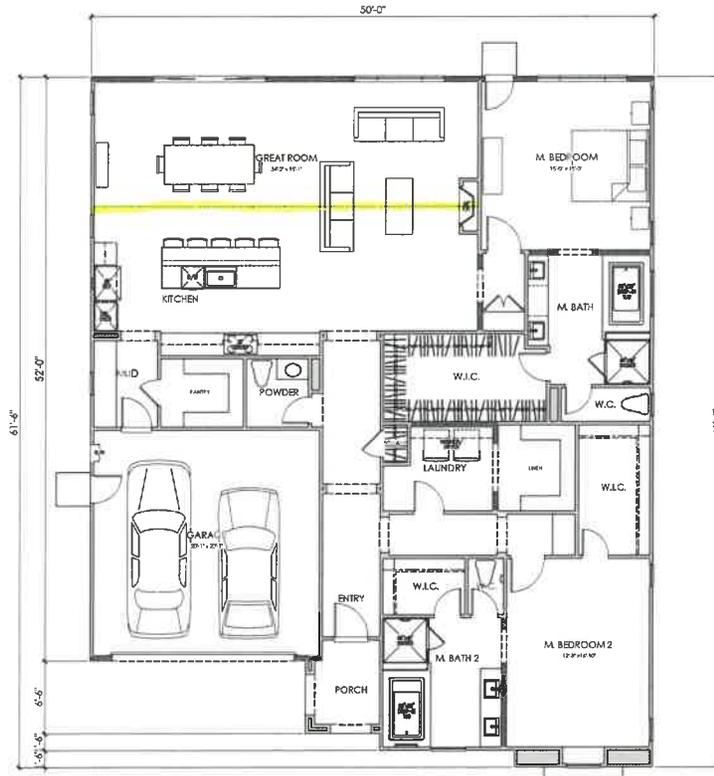
Sierra Bella
 CORONA, CA

TOCCATA

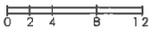
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EXHIBIT 3.C



FIRST FLOOR PLAN
 PLAN 1 (2365) "AX"
 2 BEDROOMS (DUAL MASTERS), 2.5 BATH, 2 CAR GARAGE



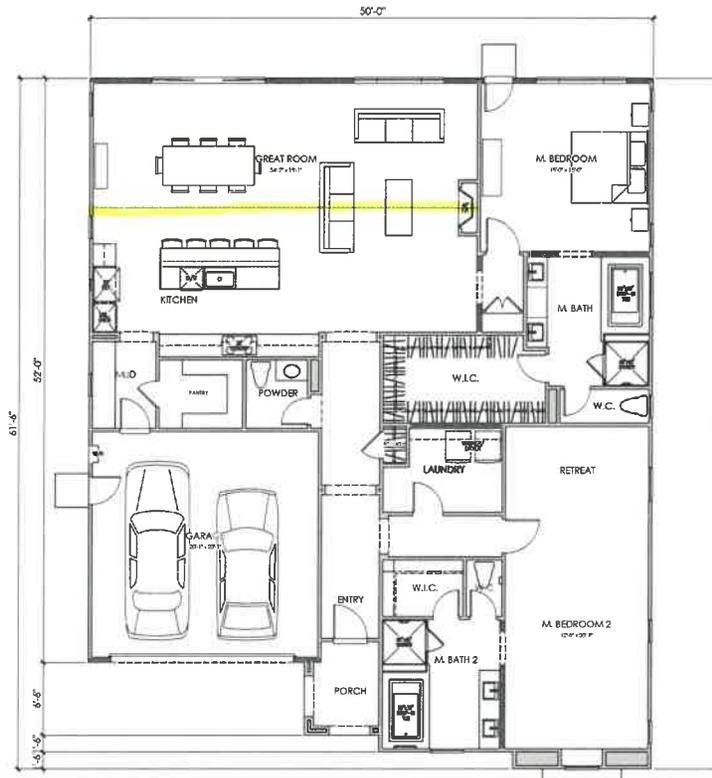
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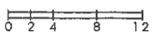
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 A-2

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FIRST FLOOR PLAN
 PLAN 1 (2365) "AY"
 2 BEDROOMS (DUAL MASTERS, 2ND W/ RETREAT), 2.5 BATH, 2 CAR GARAGE



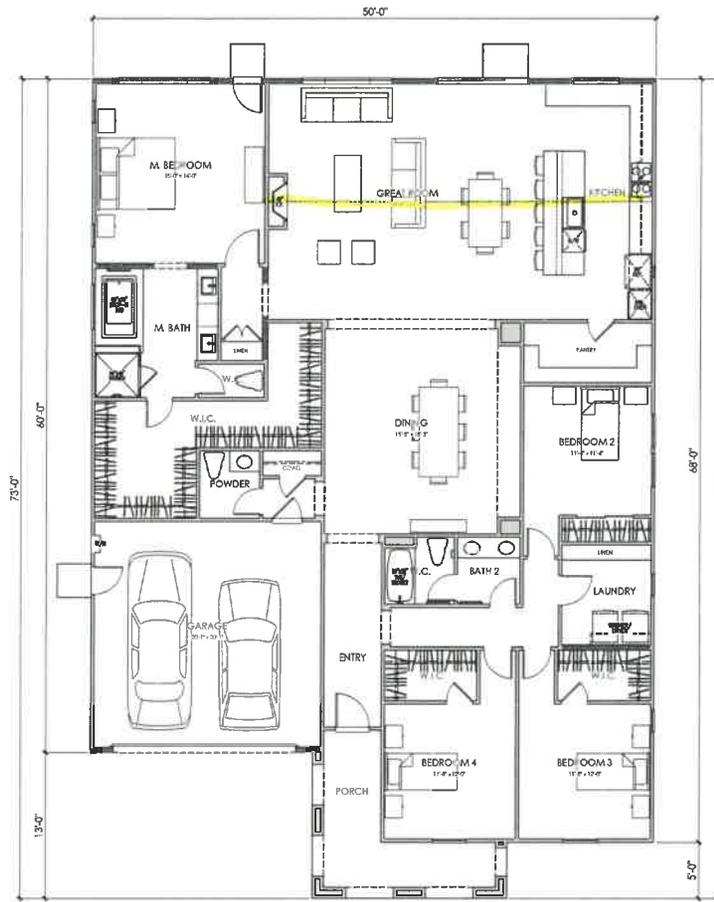
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FIRST FLOOR PLAN
 PLAN 2 (2765) "A"
 4 BEDROOMS, 2.5 BATH, FORMAL DINING, 2 CAR GARAGE

PLAN 1 AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR	2,765 SQ. FT.
TOTAL DWELLING	2,765 SQ. FT.
UNCONDITIONED SPACE	
PORCH	73 SQ. FT.
GARAGE	419 SQ. FT.



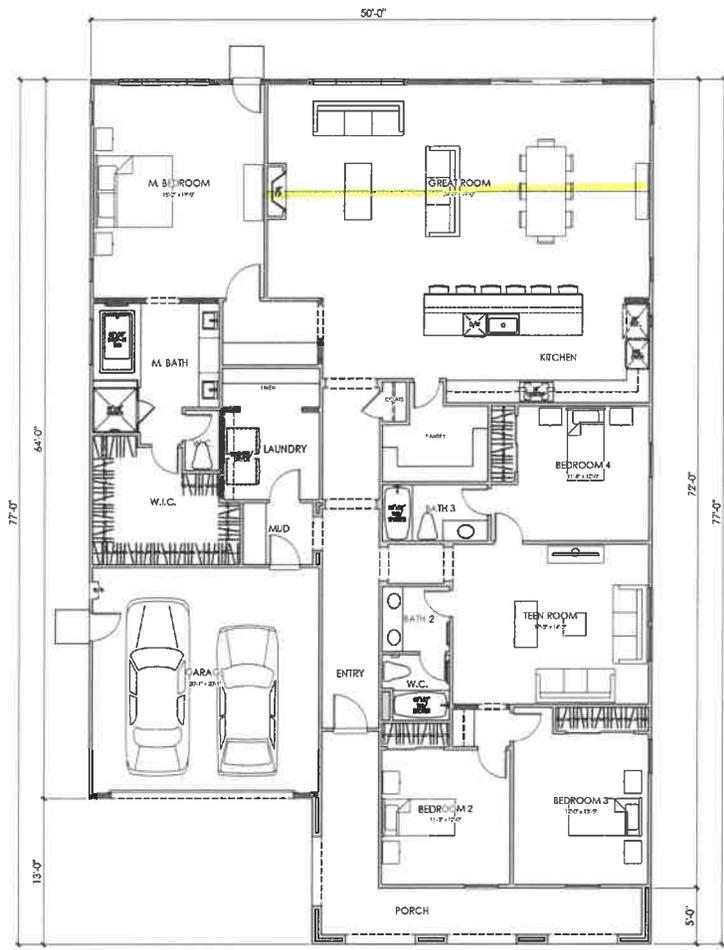
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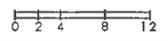
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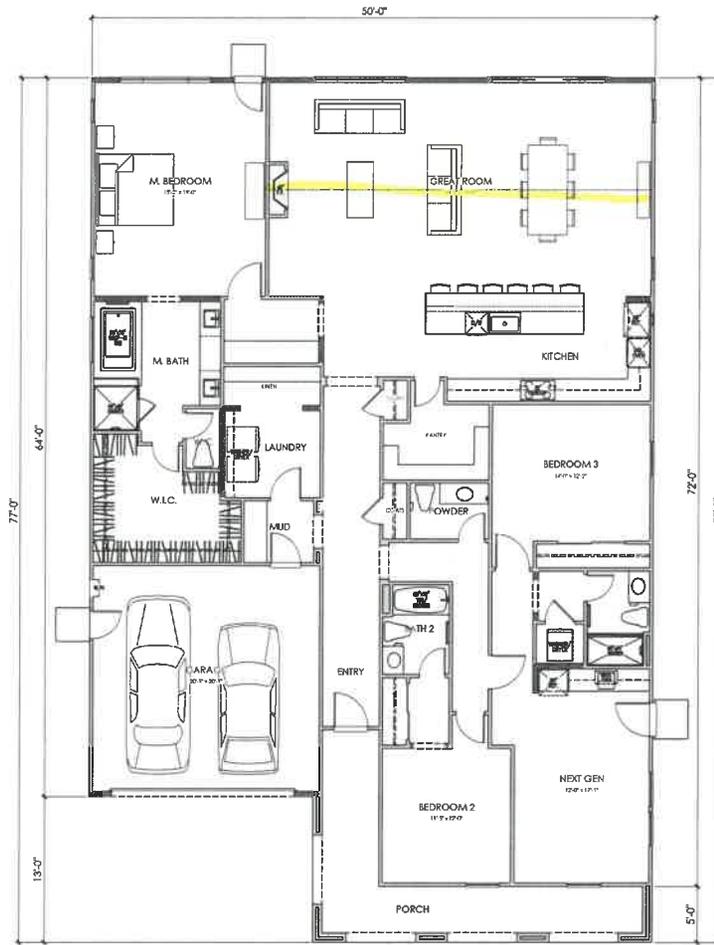
FIRST FLOOR PLAN
PLAN 3 (2944) "A"
 4 BEDROOMS, 3 BATHS, TEEN ROOM, 2 CAR GARAGE

PLAN 1 AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR	2,944 SQ. FT.
TOTAL DWELLING	2,944 SQ. FT.
UNCONDITIONED SPACE	
PORCH	156 SQ. FT.
GARAGE	420 SQ. FT.



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FIRST FLOOR PLAN
PLAN 3 (2944) "AX"
 3 BEDROOMS W/ NEXT GEN., 3.5 BATHS, 2 CAR GARAGE

PLAN 1 AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR	2,844 SQ. FT.
TOTAL DWELLING	2,944 SQ. FT.
UNCONDITIONED SPACE	
PORCH	188 SQ. FT.
GARAGE	420 SQ. FT.



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EXHIBIT 3.D



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ITALIANATE
"A" ITALIANATE

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"B" BUNGALOW

Refer to landscape drawings for wall, tree, and shrub locations

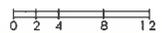


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"C" TUSCAN

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PLAN 1 (2365)
FRONT ELEVATIONS



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EXHIBIT 3.E



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ITALIANATE

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

MATERIALS LEGEND
 (WHERE OCCURS)
 FRONT DOOR: FIBERGLASS
 GARAGE DOOR: METAL SECTIONAL
 ROOF: CONCRETE 5" TILE
 FASCIA: 2x6 WOOD
 WALL: STUCCO
 WINDOWS: VINYL W/ GRIDS
 SHUTTERS: SIMULATED WOOD
 TRIM: STUCCO OVER RIGID FOAM



REAR



LEFT

COLOR SCHEME 1
PLAN 1 (2365) "A"
 ITALIANATE



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FRONT



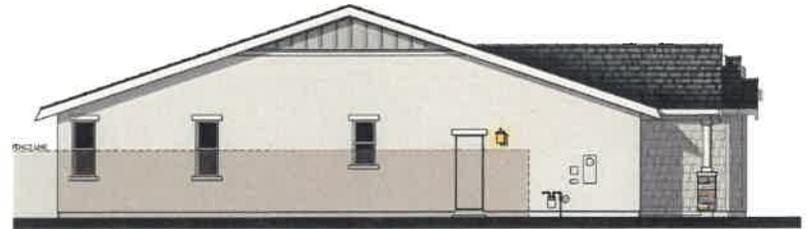
RIGHT

MATERIALS LEGEND

- | | |
|--------------|------------------------|
| FRONT DOOR: | FIBERGLASS |
| GARAGE DOOR: | METAL SECTIONAL |
| ROOF: | CONCRETE FLAT TILE |
| FASCIA: | 2x4 WOOD |
| BARGE: | 3x10 WOOD |
| GABLE END: | BOARD & BATTEN SIDING |
| WALL: | STUCCO/SINGLE SIDING |
| WINDOWS: | VINYL W/ GRIDS |
| SHUTTERS: | SIMULATED WOOD |
| TRIM: | STUCCO OVER RIGID FOAM |
| VENEER: | DECORATIVE STONE |



REAR



LEFT

COLOR SCHEME 4
PLAN 1 (2365) "B"
 BUNGALOW



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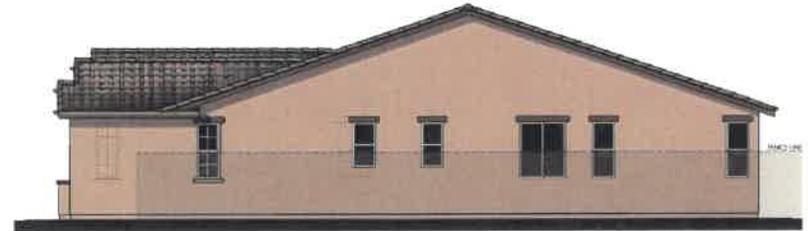
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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

MATERIALS LEGEND

- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE END: CORBELS
- WALL: STUCCO
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: WOOD/ STUCCO OVER RIGID FOAM



REAR



LEFT

COLOR SCHEME 7
PLAN 1 (2365) "C"
 TUSCAN



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**ITALIANATE
SCHEME #1**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

CLAY PIPES

RAILINGS

TOCCATA AT SIERRA BELLA

CORONA, CA

LENNAR

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**ITALIANATE
SCHEME #2**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

CLAY PIPES

RAILINGS

TOCCATA AT SIERRA BELLA

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**ITALIANATE
SCHEME #3**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

CLAY PIPES

RAILINGS

TOCCATA AT SIERRA BELLA

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COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION.
REFER TO PAINT CHIPS AND MATERIALS BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - ITALIANATE

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Sierra Bella
CORONA, CA

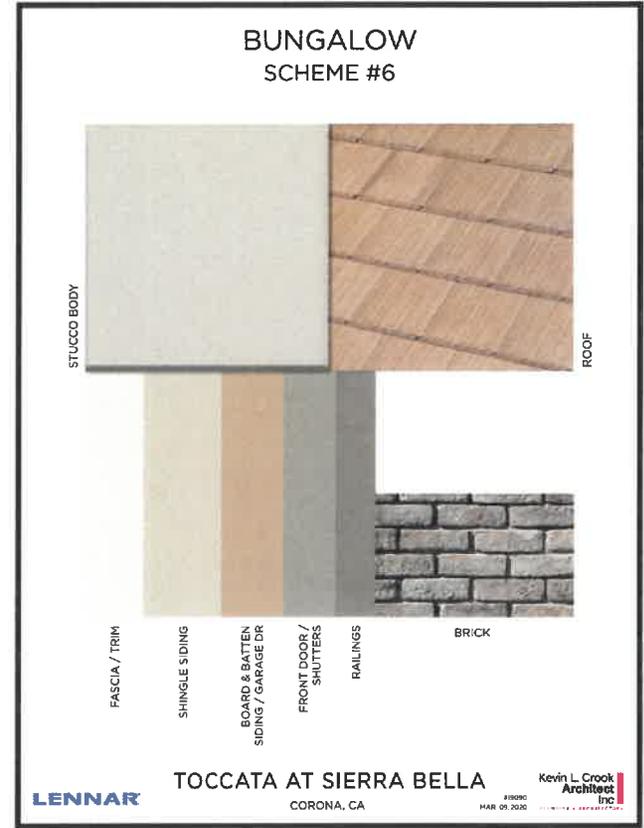
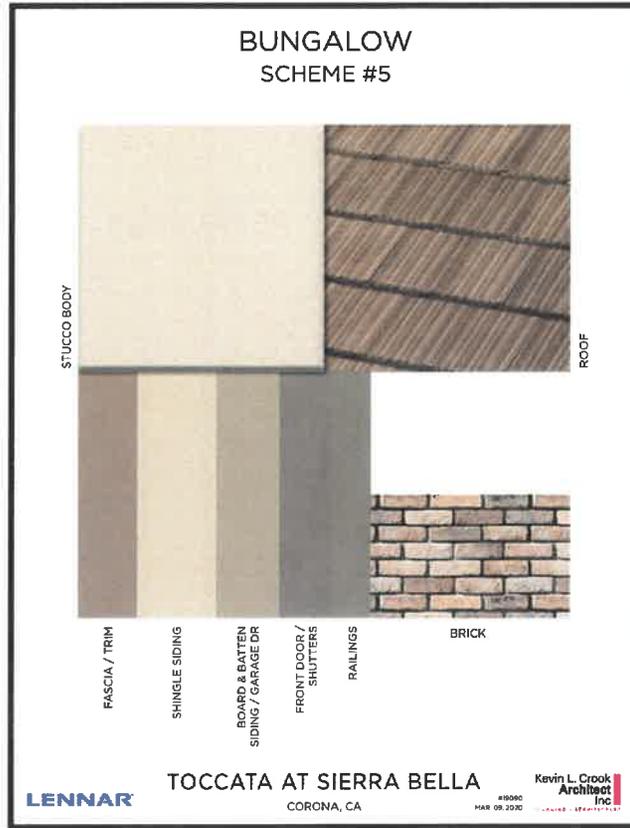
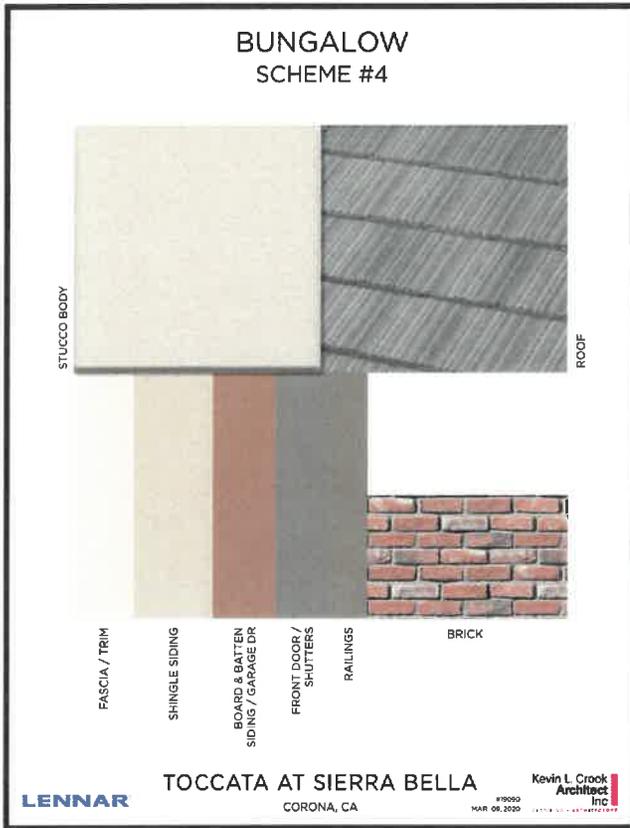
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COLOR BOARDS - BUNGALOW

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**TUSCAN
SCHEME #7**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

RAILINGS

STONE

LENNAR TOCCATA AT SIERRA BELLA CORONA, CA

Kevin L. Crook Architect Inc. #19090 MAR 09, 2020

**TUSCAN
SCHEME #8**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

RAILINGS

STONE

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**TUSCAN
SCHEME #9**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR / SHUTTERS

RAILINGS

STONE

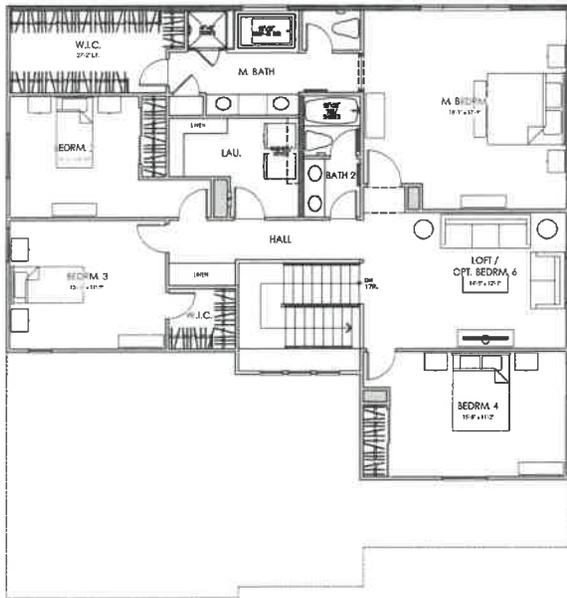
LENNAR TOCCATA AT SIERRA BELLA CORONA, CA

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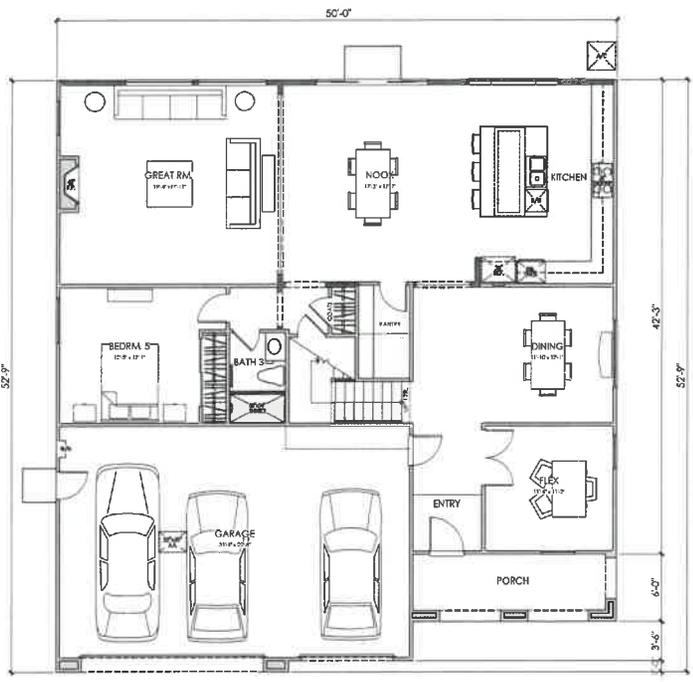
COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION.
REFER TO PAINT CHIPS AND MATERIALS BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - TUSCAN

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SECOND FLOOR PLAN

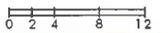


FIRST FLOOR PLAN

PLAN 4 (3423) "A"
 5 BEDROOM, 3 BATH, OFFICE, LOFT, OPT. BEDRM. 6, 3 CAR GARAGE

PLAN 4 AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR	1784 SQ. FT.
SECOND FLOOR	1659 SQ. FT.
TOTAL DWELLING	3423 SQ. FT.
UNCONDITIONED SPACE	
PORCH	110 SQ. FT.
GARAGE	659 SQ. FT.

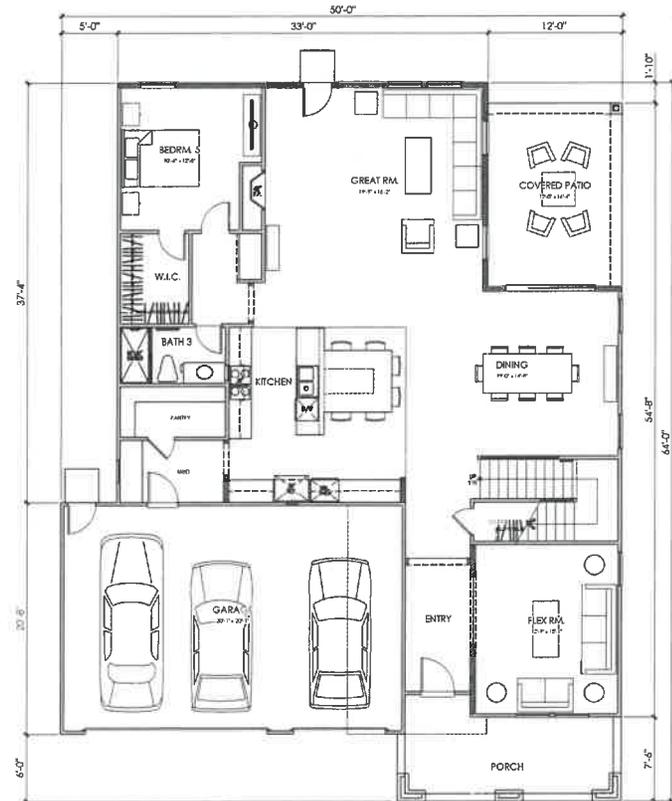


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EXHIBIT 3.G



SECOND FLOOR PLAN



FIRST FLOOR PLAN

PLAN 5 AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,833 SQ. FT.
SECOND FLOOR AREA	2,079 SQ. FT.
TOTAL DWELLING	3,912 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	621 SQ. FT.
PORCH "A"	181 SQ. FT.
PORCH "B"	151 SQ. FT.
PORCH "C"	181 SQ. FT.
COVERED PATIO	196 SQ. FT.



PLAN 5 (3912) "B"
5 BEDROOM, 3 BATH, 3 CAR GARAGE, BONUS, FLEX

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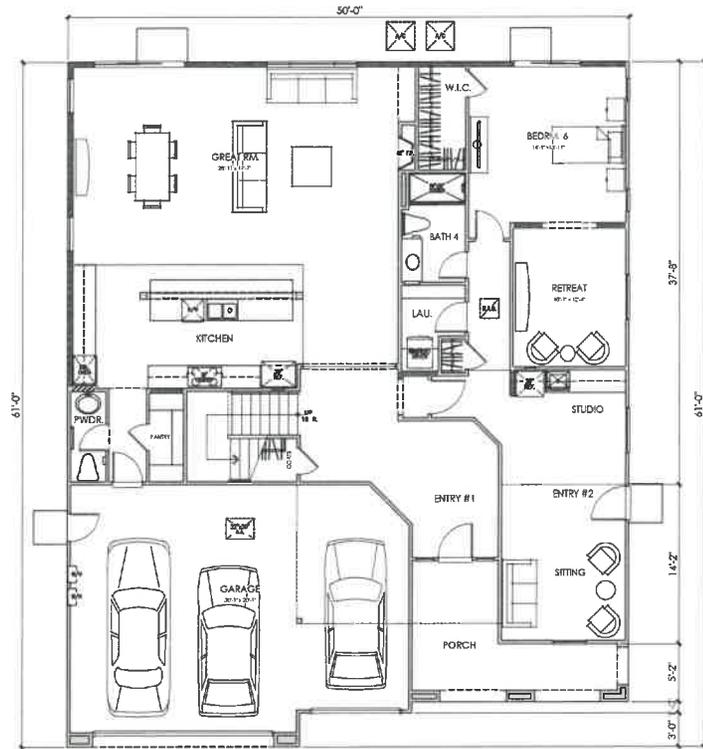
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SECOND FLOOR PLAN



FIRST FLOOR PLAN

PLAN 6 AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,237 SQ. FT.
FIRST FLOOR STUDIO	571 SQ. FT.
SECOND FLOOR AREA	2,026 SQ. FT.
TOTAL DWELLING	4,134 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	678 SQ. FT.
PORCH	156 SQ. FT.

PLAN 6 (4134) "A"
6 BEDROOM, 4.5 BATH, 3 CAR GARAGE, STUDIO, RETREAT, OPT. BEDRM. 7



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"A" SPANISH ECLECTIC



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"B" ITALIAN

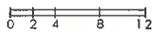


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"C" EUROPEAN COTTAGE

PLAN 4 (3423)
FRONT ELEVATIONS



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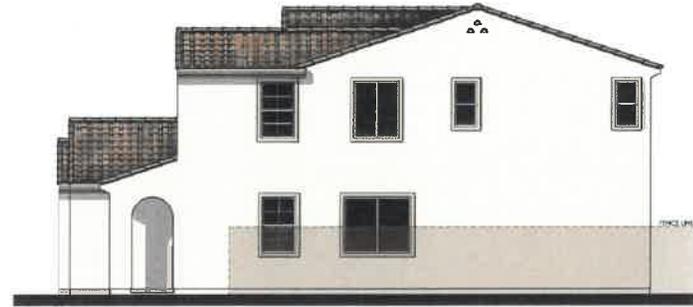
EXHIBIT 3.H



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FRONT



RIGHT

MATERIALS LEGEND
 (WHERE OCCUR)
 FRONT DOOR: FIBERGLASS
 GARAGE DOOR: METAL SECTIONAL
 ROOF: CONCRETE T TILE
 ROOF EXTENSIONS: RIGID FOAM CORBEL
 FASCIA: 2x6 WOOD
 SARGE: STUCCO
 GABLE END: SIMULATED CLAY TILE
 WALL: STUCCO
 WINDOWS: VINYL W/ GRIDS
 TRIM: STUCCO OVER RIGID FOAM

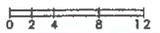


REAR



LEFT

COLOR SCHEME 1
 PLAN 4 (3423) "A"
 SPANISH ECCLECTIC



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FRONT



RIGHT

MATERIALS LEGEND
 (WHERE OCCURS)
 FRONT DOOR: FIBERGLASS
 GARAGE DOOR: METAL SECTIONAL
 ROOF: CONCRETE 3" TILE
 FASCIA: 2x6 WOOD
 WALL: STUCCO
 WINDOWS: VINYL W/ GRIDS
 SHUTTERS: SIMULATED WOOD
 TRIM: STUCCO OVER RIGID FOAM



REAR



LEFT

COLOR SCHEME 4
 PLAN 4 (3423) "B"
 ITALIAN



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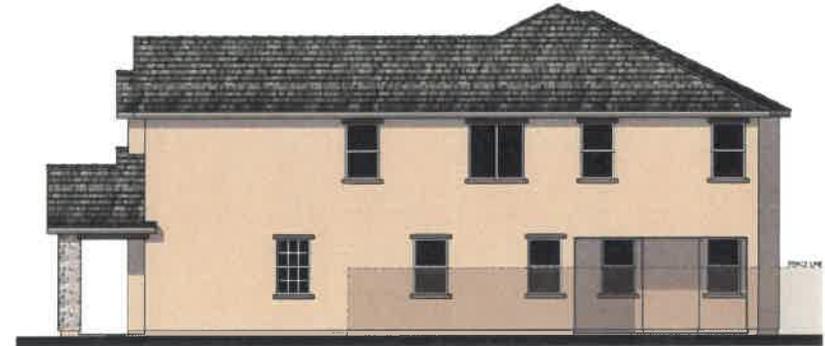
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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
- GARAGE DOOR: METAL SECTIONAL
- ROOF: CONCRETE FLAT TILE
- FASCIA: 2x6 WOOD
- BARGE: 2x6 WOOD
- GABLE END: DECORATIVE VENT
- WALL: STUCCO/LAP SIDING
- WINDOWS: VINYL W/ GRIDS
- SHUTTERS: SIMULATED WOOD
- TRIM: STUCCO OVER RIGID FOAM
- VENEER: DECORATIVE STONE

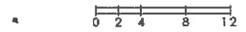


REAR



LEFT

COLOR SCHEME 8
PLAN 5 (3912) "C"
 EUROPEAN COTTAGE



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 A-34

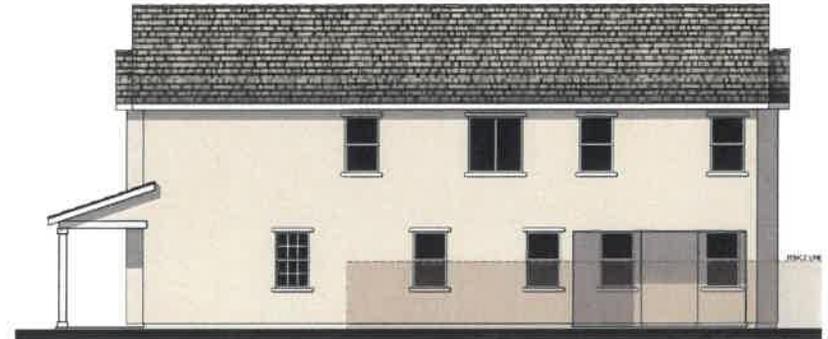
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FRONT



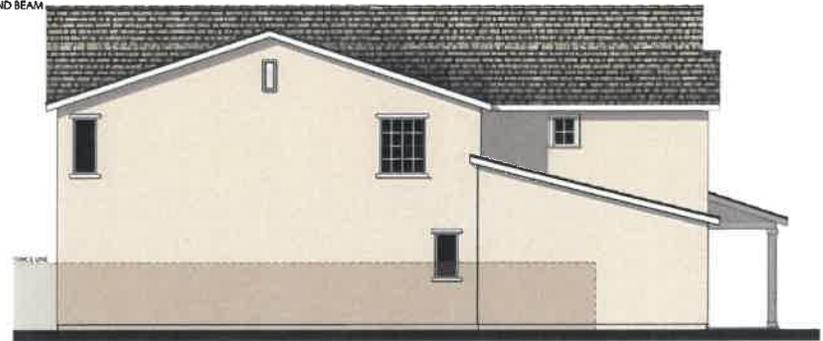
RIGHT

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: DECORATIVE VENTS
 - WALL: STUCCO/ BOARD & BATTEN
 - WINDOWS: VINYL W/ GRIDS
 - SHUTTERS: SIMULATED WOOD
 - TRIM: WOOD/ STUCCO OVER RIGID FOAM
 - PORCH: WOOD POST AND BEAM



REAR



LEFT

COLOR SCHEME 10
PLAN 5 (3912) "D"
 TRADITIONAL



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**SPANISH ECLECTIC
SCHEME #1**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

CLAY PIPES

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**SPANISH ECLECTIC
SCHEME #2**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

CLAY PIPES

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

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**SPANISH ECLECTIC
SCHEME #3**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

CLAY PIPES

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

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COLOR BOARDS - SPANISH ECLECTIC

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EXHIBIT 3.1

**ITALIAN
SCHEME #4**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

#19090 MAR 05, 2020 Kevin L. Crook Architect Inc.

**ITALIAN
SCHEME #5**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

#19090 MAR 05, 2020 Kevin L. Crook Architect Inc.

**ITALIAN
SCHEME #6**

STUCCO BODY

ROOF

FASCIA / GARAGE DOORS

TRIM

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

#19090 MAR 05, 2020 Kevin L. Crook Architect Inc.

COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION.
REFER TO PAINT CHIPS AND MATERIALS BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - ITALIAN

LENNAR *Sierra Bella* CORONA, CA CRESCENDO 08/11/20 A-43 Kevin L. Crook Architect Inc. #19090

EUROPEAN COTTAGE
SCHEME #7

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

FRONT DOOR / SHUTTERS

STONE

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

Kevin L. Crook Architect Inc. #19090 MAR 09, 2020

EUROPEAN COTTAGE
SCHEME #8

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

FRONT DOOR / SHUTTERS

STONE

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

Kevin L. Crook Architect Inc. #19090 MAR 09, 2020

EUROPEAN COTTAGE
SCHEME #9

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

FRONT DOOR / SHUTTERS

STONE

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA

Kevin L. Crook Architect Inc. #19090 MAR 09, 2020

COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION.
REFER TO PAINT CHIPS AND MATERIALS BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - EUROPEAN COTTAGE

LENNAR *Sierra Bella* CRESCENDO 08/11/20 A-44 Kevin L. Crook Architect Inc. #19090

CORONA, CA

**TRADITIONAL
SCHEME #10**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

SIDING

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA #19090 MAR 09, 2020 Kevin L. Crook Architect Inc.

**TRADITIONAL
SCHEME #11**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

SIDING

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA #19090 MAR 09, 2020 Kevin L. Crook Architect Inc.

**TRADITIONAL
SCHEME #12**

STUCCO BODY

ROOF

FASCIA / TRIM / GARAGE DOORS

SIDING

FRONT DOOR / SHUTTERS

LENNAR CRESCENDO AT SIERRA BELLA CORONA, CA #19090 MAR 09, 2020 Kevin L. Crook Architect Inc.

COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION.
REFER TO PAINT CHIPS AND MATERIALS BOARDS FOR ACTUAL COLORS.

COLOR BOARDS - TRADITIONAL

LENNAR *Sierra Bella* CRESCENDO 08/11/20 A-45 Kevin L. Crook Architect Inc. #19090

CORONA, CA



1A | Italianate



1C | Tuscan

Note: Artist's Conception; Colors, Materials
And Application May Vary.



1B | Bungalow

PLAN 1 | Front Elevations



SONATA AT SIERRA BELLA

CORONA, CA | TRACT 36541-1 & 36541-2

3.1.3

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DEVELOPMENT PLAN REVIEW SUBMITTAL

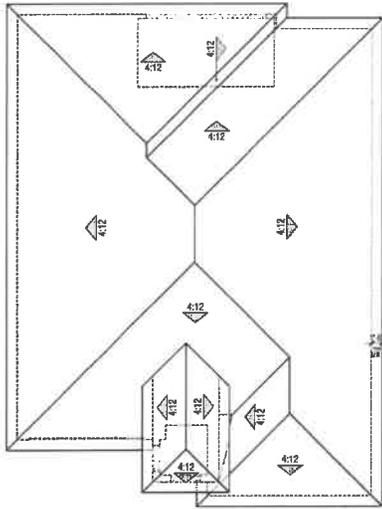
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ARCHITECTS . PLANNERS . DESIGNERS



ORANGE COUNTY . LOS ANGELES . BAY AREA

EXHIBIT 3.J



ROOF PLAN: 1-8" SCALE | 4:12 PITCH



TUSCAN:

Left

- ROOF: CONCRETE "S" TILE ROOF
- FASCIA: 2x6 WOOD FASCIA BOARD
- BARGE BOARD: 2x6 WOOD BARGE BOARD
- GABLE: ACCENT CORBELS AT FRONT ELEVATION
- WALL: STUCCO WITH (LIGHT LACE) FINISH
- WINDOW TRIM: STUCCO OVER RIGID FOAM PER ELEVATION STYLE

- WINDOW: VINYL
- ACCENT DETAILS: DECORATIVE SHUTTERS & METAL RAILING
- FRONT DOOR: ACCENT COLOR, PATTERN PER ELEVATION STYLE
- GARAGE DOOR: METAL SECTIONAL GARAGE DOOR
- VENEER: MANUFACTURED STONE



Rear



Right

Note: Artist's Conception; Colors, Materials
And Application May Vary.

PLAN 1C | Tuscan



SONATA AT SIERRA BELLA

CORONA, CA | TRACT 36541-1 & 36541-2

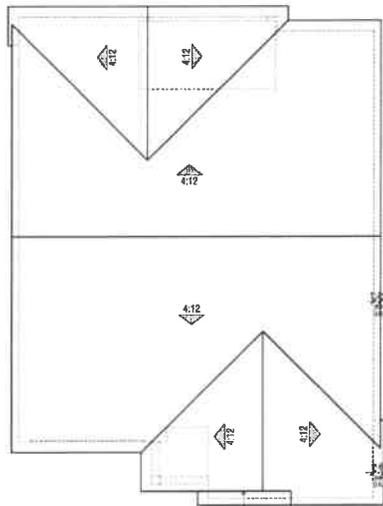
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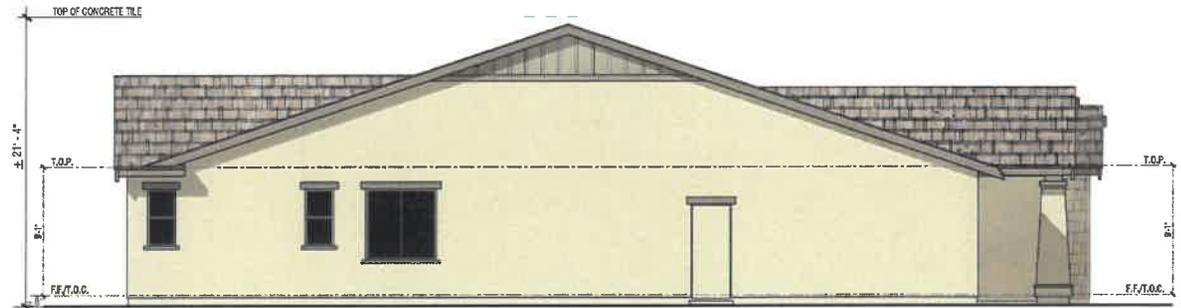
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Roof Plan
ROOF PLAN: 1-8" SCALE | 4:12 PITCH



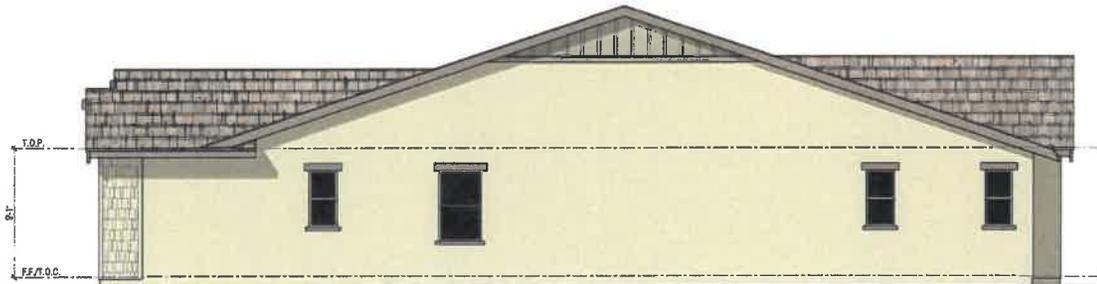
BUNGALOW:

Left

- | | | | |
|---------|---|--------------|--|
| ROOF: | CONCRETE SHAKE TILE ROOF | RIM: | STUCCO OVER RIGID FOAM TRIM, SHAPE PER ELEVATION STYLE |
| FASCIA: | 2X6 TYPICAL FASCIA | WINDOW: | VINYL |
| BARGE: | 2X8 TYPICAL BARGE | ACCENTS: | TAPERED STUCCO COLUMNS |
| GABLE: | BOARD AND BATT VERTICAL SIDING WITH TRIM, OUTLOOKER 8X12 WITH CHAMFERED EDGES | FRONT DOOR: | ACCENT COLOR, PATTERN PER ELEVATION STYLE |
| WALL: | STUCCO / HORIZONTAL SHAKE SIDING AT SELECT LOCATIONS | GARAGE DOOR: | METAL SECTIONAL GARAGE DOOR |



Rear



Right

Note: Artist's Conception; Colors, Materials And Application May Vary.

PLAN 1B | Bungalow



SONATA AT SIERRA BELLA

CORONA, CA | TRACT 36541-1 & 36541-2

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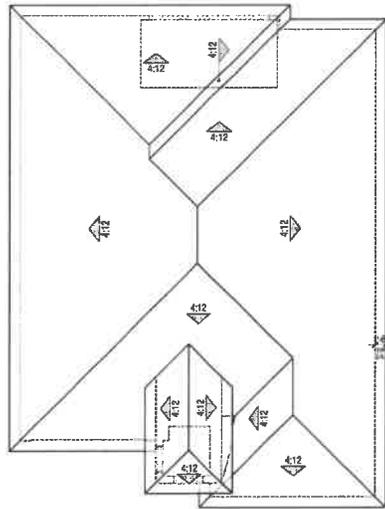
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ORANGE COUNTY • LOS ANGELES • BAY AREA



ROOF PLAN: 1-8" SCALE | 4:12 PITCH



ITALIANATE:

ROOF: CONCRETE "S" TILE ROOF
 FASCIA: 2x6 WOOD FASCIA BOARD
 BARGE BOARD: 2x6 WOOD BARGE BOARD
 WALL: STUCCO WITH (LIGHT LACE) FINISH
 WINDOW TRIM: STUCCO OVER RIGID FOAM PER ELEVATION STYLE

WINDOW: VINYL
 ACCENT DETAILS: DECORATIVE METAL RAILING, ARCHED ENTRY TRIM WITH ADDED KEYSTONE
 FRONT DOOR: ACCENT COLOR, PATTERN PER ELEVATION STYLE
 GARAGE DOOR: METAL SECTIONAL GARAGE DOOR

Left



Note: Artist's Conception; Colors, Materials
 And Application May Vary.

Rear



Right

PLAN 1A | Italianate



SONATA AT SIERRA BELLA

CORONA, CA | TRACT 36541-1 & 36541-2

3.1.4
 0 2 4 8

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ITALIAN MATERIAL LEGEND

ROOF: CONCRETE 'S' TILE
 FASCIA: BUILT UP FOAM w/ 2X6 FASCIA
 WALL MATERIAL: STUCCO
 GARAGE DOOR: METAL SECTIONAL GARAGE DOOR
 WINDOW TRIM: STUCCO or FOAM PER ELEVATION STYLE
 ACCENT DETAILS: DECORATIVE SHUTTERS
 DECORATIVE TILE
 GABLE END CLAY TILE
 RAILING: WROUGHT IRON



FRONT

SPANISH ECLECTIC
14'0" x 15'0"



REAR

PLAN 2A - SPANISH ECLECTIC ELEVATION



ADAGIO AT SIERRA BELLA

CORONA, CA | TRACT 36541, 36541-1 & 36541-2

4.2.4
0 2 4 8

DEVELOPMENT PLAN REVIEW SUBMITTAL

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EXHIBIT 3.K

ITALIAN MATERIAL LEGEND

- ROOF: CONCRETE 'S' TILE
- FASCIA: BUILT UP FOAM w/ 2X6 FASCIA
- WALL MATERIAL: STUCCO
- GARAGE DOOR: METAL SECTIONAL GARAGE DOOR
- WINDOW TRIM: STUCCO w/ FOAM PER ELEVATION STYLE
- ACCENT DETAILS: DECORATIVE SHUTTERS
- RAILING: STUCCO w/ FOAM HORIZONTAL TRIM
- WROUGHT IRON



FRONT

ITALIAN
114'x110'



REAR

PLAN 3B - ITALIAN ELEVATION



ADAGIO AT SIERRA BELLA

CORONA, CA | TRACT 36541, 36541-1 & 36541-2

4.3.8
0 2 4 8

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EUROPEAN COTTAGE MATERIAL LEGEND

- ROOF: CONCRETE FLAT TILE
- FASCIA: 2X6 FASCIA
- WALL MATERIAL: STUCCO
- GARAGE DOOR: METAL SECTIONAL GARAGE DOOR
- WINDOW TRIM: STUCCO or FOAM PER ELEVATION STYLE
- ACCENT DETAILS: DECORATIVE SHUTTERS
- GABLE TRIM: DECORATIVE FALSE VENT
- VENEER: MANUFACTURED STONE VENEER
- RAILING: WROUGHT IRON



FRONT

EUROPEAN COTTAGE
14'x14'



REAR

PLAN 4C - EUROPEAN COTTAGE ELEVATION



ADAGIO AT SIERRA BELLA

CORONA, CA | TRACT 36541, 36541-1 & 36541-2

4.4.10

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DEVELOPMENT PLAN REVIEW SUBMITTAL

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TRADITIONAL MATERIAL LEGEND

- ROOF: CONCRETE FLAT TILE
- FASCIA: 2X6 FASCIA
- WALL MATERIAL: STUCCO
- GARAGE DOOR: METAL SECTIONAL GARAGE DOOR
- WINDOW TRIM: STUCCO w/ FOAM PER ELEVATION STYLE
- ACCENT DETAILS: DECORATIVE SHUTTERS
- GABLE TRIM: DECORATIVE FALSE VENT
- SIDING: BATT & BOARD
- RAILING: WROUGHT IRON



PLAN 4D - TRADITIONAL ELEVATION



ADAGIO AT SIERRA BELLA

CORONA, CA | TRACT 36541, 36541-1 & 36541-2

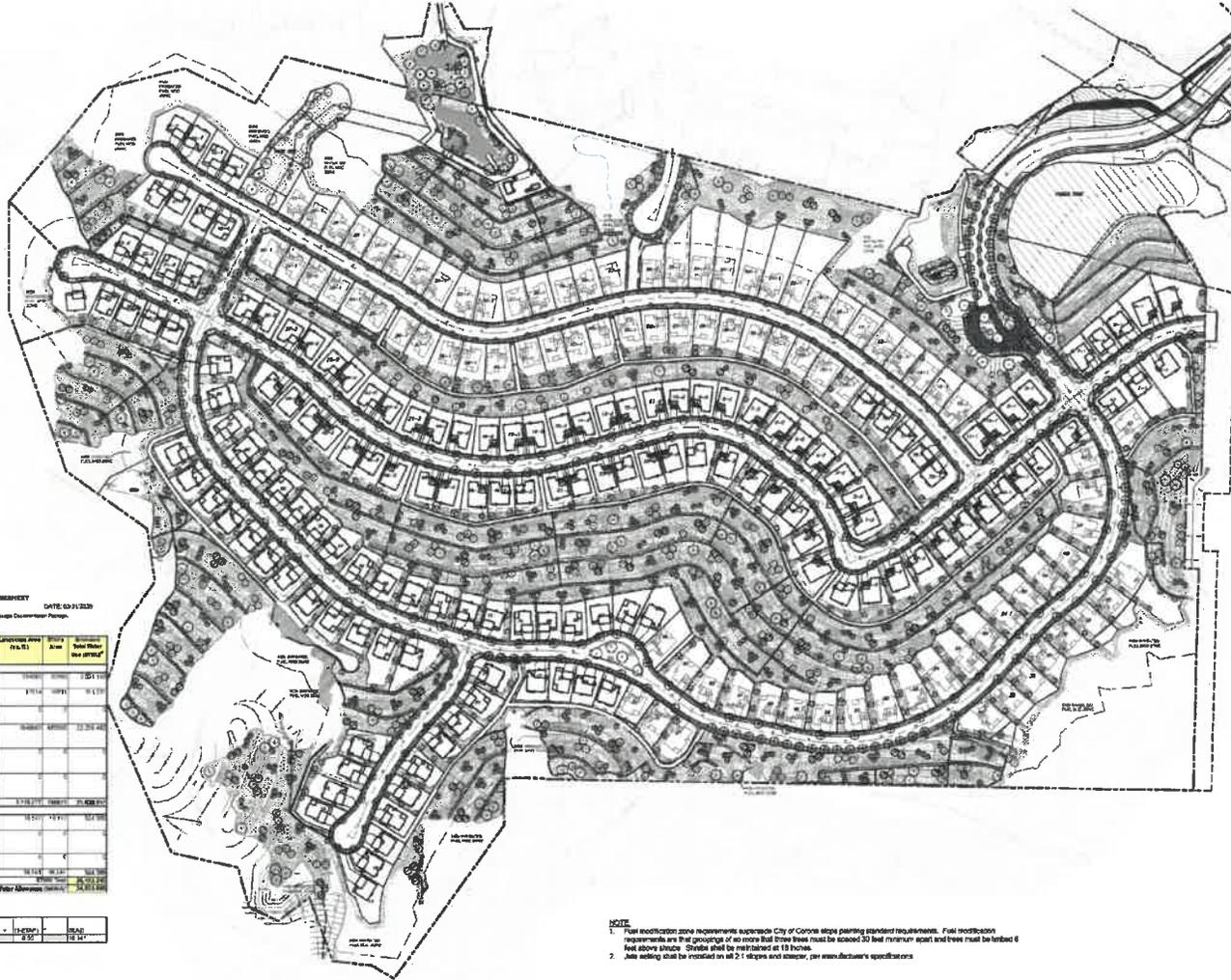
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SIERRA BELLA, CRESCENDO & TOCCATA
CONCEPTUAL LANDSCAPE PLAN
 DATE: 04/12/2020

PROJECT: SIERRA BELLA, CRESCENDO & TOCCATA
 SITE: 310 NORTH JOY STREET, CORONA, CA 92709
 TRACT: 36541

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	WUCOLS	QUANTITY
[Symbol]	<i>Asclepias tuberosa</i>	California Butterfly	Per Plan	15 gal (ST)	Low	120
[Symbol]	<i>Abutilon crinitum</i>	Queenberry Tree	Per Plan	15 gal (ST)	Low	195
[Symbol]	<i>Celastrus occidentalis</i>	Western Redbud	Per Plan	15 gal (ST)	Low	261
[Symbol]	<i>Hesperaloe parviflora</i>	Toyon	Per Plan	15 gal (ST)	Low	268
[Symbol]	<i>Prunus nigra</i>	Holly Leaf Cherry	Per Plan	15 gal (ST)	Low	123
[Symbol]	<i>Quercus agrifolia</i>	Coast Live Oak	Per Plan	15 gal (ST)	Low	91
[Symbol]	<i>Rhus typhina</i>	African Rainier	Per Plan	15 gal (ST)	Low	180
[Symbol]	<i>Sambucus mexicana</i>	Mexican Elderberry	Per Plan	15 gal (ST)	Low	134

GROUND COVER

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	WUCOLS	QUANTITY
[Symbol]	<i>Convolvulus maritimus</i>	Ground Morning Glory	Per Plan	18" o.c.	L	11,062 SF
[Symbol]	<i>Salvia 'Sue's Blue'</i>	Blue Sage	Per Plan	3 gal @ 7" o.c.	L	8,548 SF
[Symbol]	<i>Trifolium cheamardii</i>	Cyanus	Per Plan	18" o.c.	L	500 SF

SLAVE CALCULATIONS

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	WUCOLS	QUANTITY
[Symbol]	<i>Ardisia cuneata</i>	Pacific Mist Manzanita	5' O.C.	1 gal	Low	325,634 SF
[Symbol]	<i>Baccharis oblongifolia</i>	Pigeon Point Coyote Bush	5' O.C.	1 gal	Low	336,482 SF
[Symbol]	<i>Ceanothus 'Vander Pelt'</i>	Vanessa Plant	5' O.C.	1 gal	Low	508,022 SF
[Symbol]	<i>Chamaecyparis nana</i>	Slope Leaf Redwood	5' O.C.	5 gal	Low	293,028 SF
[Symbol]	<i>Fremontodendron</i>	Flannel Bush	5' O.C.	5 gal	Low	49,009 SF
[Symbol]	<i>Isa haydeniana</i>	Hayden Rue	5' O.C.	1 gal	Low	41,226 SF
[Symbol]	<i>Prescottia cooperi</i>	Looney Phacelia	5' O.C.	5 gal	Low	343,868 SF
[Symbol]	<i>Rosa rugosa</i>	Living Rosemary	5' O.C.	1 gal	Low	207,997 SF
[Symbol]	<i>Salvia roemeriana</i>	Devil's Blue Goby	5' O.C.	1 gal	Low	184,349 SF

NOTE

1. Fuel modification zone requirements supersede City of Corona slope planting standard requirements. Fuel modification requirements are that coverage of evergreen fuel break trees must be spaced 50 feet minimum apart and trees must be located 6 feet above shrubs. Shrubs shall be maintained at 18 inches.
2. Job setting shall be installed on all 2:1 slopes and steeper, per manufacturer's specifications.

STREET TREE AND PARKWAY LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS	QTY.
[Symbol]	<i>Ficus chinensis</i>	Chinese Pistache	24" Box (ST)	M	108
[Symbol]	<i>Lagerstroemia indica</i>	Waterbury Cret China Lilac	24" Box (ST)	M	73
[Symbol]	<i>Platanus occidentalis</i>	London Plane Tree	24" Box (ST)	M	180
[Symbol]	<i>Rhus typhina</i>	African Rainier	24" Box (ST)	L	22
[Symbol]		Street Tree to Match Existing	24" Box (ST)		15

SLOPE TREE LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	WUCOLS	QUANTITY
[Symbol]	<i>Asclepias tuberosa</i>	California Butterfly	Per Plan	15 gal (ST)	Low	120
[Symbol]	<i>Abutilon crinitum</i>	Queenberry Tree	Per Plan	15 gal (ST)	Low	195
[Symbol]	<i>Celastrus occidentalis</i>	Western Redbud	Per Plan	15 gal (ST)	Low	261
[Symbol]	<i>Hesperaloe parviflora</i>	Toyon	Per Plan	15 gal (ST)	Low	268
[Symbol]	<i>Prunus nigra</i>	Holly Leaf Cherry	Per Plan	15 gal (ST)	Low	123
[Symbol]	<i>Quercus agrifolia</i>	Coast Live Oak	Per Plan	15 gal (ST)	Low	91
[Symbol]	<i>Rhus typhina</i>	African Rainier	Per Plan	15 gal (ST)	Low	180
[Symbol]	<i>Sambucus mexicana</i>	Mexican Elderberry	Per Plan	15 gal (ST)	Low	134

SLOPE GROUND COVER LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	WUCOLS	QUANTITY
[Symbol]	<i>Ardisia cuneata</i>	Pacific Mist Manzanita	5' O.C.	1 gal	Low	325,634 SF
[Symbol]	<i>Baccharis oblongifolia</i>	Pigeon Point Coyote Bush	5' O.C.	1 gal	Low	336,482 SF
[Symbol]	<i>Ceanothus 'Vander Pelt'</i>	Vanessa Plant	5' O.C.	1 gal	Low	508,022 SF
[Symbol]	<i>Chamaecyparis nana</i>	Slope Leaf Redwood	5' O.C.	5 gal	Low	293,028 SF
[Symbol]	<i>Fremontodendron</i>	Flannel Bush	5' O.C.	5 gal	Low	49,009 SF
[Symbol]	<i>Isa haydeniana</i>	Hayden Rue	5' O.C.	1 gal	Low	41,226 SF
[Symbol]	<i>Prescottia cooperi</i>	Looney Phacelia	5' O.C.	5 gal	Low	343,868 SF
[Symbol]	<i>Rosa rugosa</i>	Living Rosemary	5' O.C.	1 gal	Low	207,997 SF
[Symbol]	<i>Salvia roemeriana</i>	Devil's Blue Goby	5' O.C.	1 gal	Low	184,349 SF

FUEL MOD ZONE @ (See Santa Clara Subdivision C277-17 No. 36541)

Zone B (Open - Specific Maintenance Requirements)
 Zone B (Open - General Maintenance Requirements)



SIERRA BELLA, CRESCENDO & TOCCATA

CORONA, CA | TRACT 36541

CONCEPTUAL LANDSCAPE PLAN



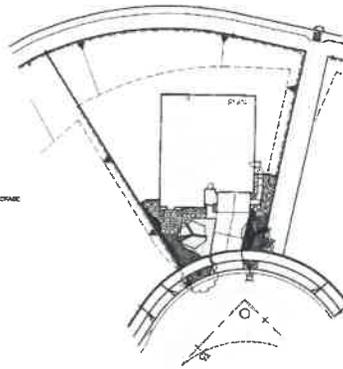
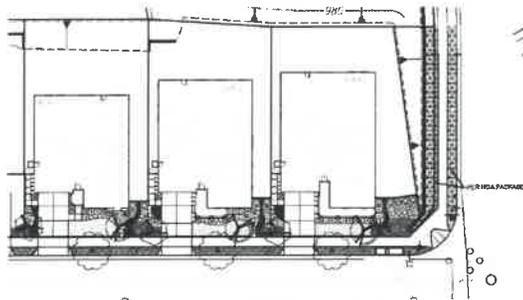
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DEVELOPMENT PLAN REVIEW SUBMITTAL
 | 90010320 | 04-06-20

bmla
 LANDSCAPE ARCHITECTURE
 310 NORTH JOY STREET | CORONA, CA 92709
 | 951.737.1124 | F: 951.737.6551

EXHIBIT 3.L



WATER EFFICIENT LANDSCAPE WORKSHEET DATE: 05/09/2020

PROJECT: Sonata TTY
This worksheet is based on the current approved site plan and requirements of the Landscape Ordinance - Part 6.10
Reference: Design/Inspiration (DI) or Design/Inspiration (DI) or Design/Inspiration (DI)

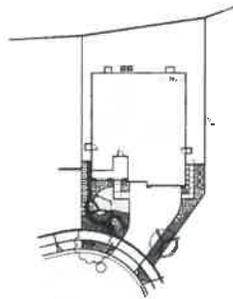
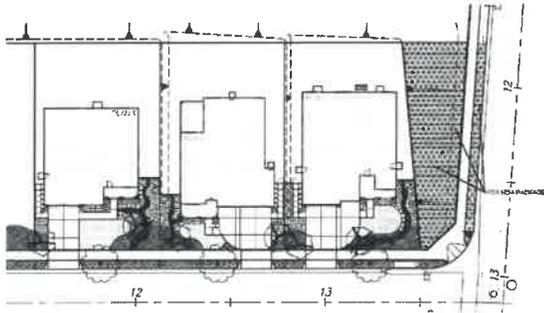
Water Use Category	Plant Factor (PF)	Water Use (Gal/Day)	Water Use (GPD)				
Regular Landscape Areas	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Low water use plantings	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Medium water use plantings	0.5	0.0	0.0	0.0	0.0	0.0	0.0
High water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Low water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Medium water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
High water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
TOTALS							

ETAP Calculations

Area	ETAP	ETAP	ETAP	ETAP	ETAP
Regular Landscape Areas	0.0	0.0	0.0	0.0	0.0
Low water use plantings	0.0	0.0	0.0	0.0	0.0
Medium water use plantings	0.0	0.0	0.0	0.0	0.0
High water use turf	0.0	0.0	0.0	0.0	0.0
Low water use turf	0.0	0.0	0.0	0.0	0.0
Medium water use turf	0.0	0.0	0.0	0.0	0.0
High water use turf	0.0	0.0	0.0	0.0	0.0
TOTALS					

Toccata

SONATA TYPICAL FRONT YARD LANDSCAPE CONCEPT
SCALE: 1" = 30'



WATER EFFICIENT LANDSCAPE WORKSHEET DATE: 04/16/2020

PROJECT: Adagio TTY
This worksheet is based on the current approved site plan and requirements of the Landscape Ordinance - Part 6.10
Reference: Design/Inspiration (DI) or Design/Inspiration (DI) or Design/Inspiration (DI)

Water Use Category	Plant Factor (PF)	Water Use (Gal/Day)	Water Use (GPD)				
Regular Landscape Areas	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Low water use plantings	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Medium water use plantings	0.5	0.0	0.0	0.0	0.0	0.0	0.0
High water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Low water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Medium water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
High water use turf	0.5	0.0	0.0	0.0	0.0	0.0	0.0
TOTALS							

ETAP Calculations

Area	ETAP	ETAP	ETAP	ETAP	ETAP
Regular Landscape Areas	0.0	0.0	0.0	0.0	0.0
Low water use plantings	0.0	0.0	0.0	0.0	0.0
Medium water use plantings	0.0	0.0	0.0	0.0	0.0
High water use turf	0.0	0.0	0.0	0.0	0.0
Low water use turf	0.0	0.0	0.0	0.0	0.0
Medium water use turf	0.0	0.0	0.0	0.0	0.0
High water use turf	0.0	0.0	0.0	0.0	0.0
TOTALS					

Crescendo

ADAGIO TYPICAL FRONT YARD LANDSCAPE CONCEPT
SCALE: 1" = 30'

HARDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	COLOR	REMARKS
[Symbol]	3" THICK ROCK COBBLE 4"-10" MIX	MISSION COBBLE	BY SOUTHWEST BOULDER AND STONE
[Symbol]	BARK MULCH, ALL SHRUB AREAS TO RECEIVE A MINIMUM 3" LAYER OF MEDIUM GRIND BARK MULCH AND MINIMUM 1-1/2" LAYER BARK MULCH AT GROUND COVER AREAS		
[Symbol]	TURF		
[Symbol]	MARATHON II		
[Symbol]	DWARF FESCUE		

TYPICAL FRONT YARD TREE LEGEND

SYMBOL	ELEVATION STYLE	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS
[Symbol]	Bungalow & Traditional	<i>Arbutus x Marina</i>	Marina Strawberry Tree	15 Gal	M
[Symbol]	European Cottage	<i>Lagerstroemia Indica</i> 'Tuskegee'	Tuskegee Grape Myrtle	15 Gal	M
[Symbol]	Spanish Eclectic & Italiane	<i>Cercidium</i> 'Desert Museum'	Desert Museum Palo Verde	15 Gal	L
[Symbol]	Spanish & Tuscan	<i>Laurus</i> 'Sawtooth'	Sawtooth Laurel	15 Gal	L

TYPICAL FRONT YARD TREE LEGEND

SYMBOL	ELEVATION STYLE	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS
[Symbol]	Bungalow & Traditional	<i>Tristania conferta</i>	Brisbane Box	15 Gal	M
[Symbol]	European Cottage	<i>Magnolia grandiflora</i>	Southern Magnolia	15 Gal	M
[Symbol]	Spanish Eclectic & Italiane	<i>Rhus Lanota</i>	Alkan Sunac	15 Gal	L
[Symbol]	Spanish & Tuscan	<i>Olea Europe</i> 'Mission'	Wilson Olive	15 Gal	L

TYPICAL FRONT YARD LANDSCAPE CONCEPTS

FRONT YARD SHRUB LEGEND

ELEVATION STYLE	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS
BACKGROUND SHRUBS				
Bungalow & Traditional	<i>Leucophyllum frutescens</i> 'Green cloud'	Green Cloud Texas Ranger	5 Gal	L
European Cottage	<i>Westringia fulcosa</i>	Coast Rosemary	5 Gal	L
Spanish Eclectic & Italiane	<i>Dioses x 'Nola Alba'</i>	Kalinda African Iris	5 Gal	L
Spanish & Tuscan	<i>Sesuvia leucontha</i> 'Santa Barbara'	Santa Barbara Mexican Sage	5 Gal	L
MID-GROUND SHRUBS				
Bungalow & Traditional	<i>Muhlenbergia capillaris</i> 'Lemon'	Regal Pink Muhly	5 Gal	L
European Cottage	<i>Rosa x Noeschnae</i>	White Flower Carpet Rose	5 Gal	L
Spanish Eclectic & Italiane	<i>Callistemon 'Little John'</i>	Dwarf Callistemon	5 Gal	L
Spanish & Tuscan	<i>Sesuvia greggii</i>	Sesuvia greggii	5 Gal	L
FOREGROUND SHRUBS				
Bungalow & Traditional	<i>Bouteloua gracilis</i> 'Blonde Ambition'	Blonde Ambition Blue Grams Grass	1 Gal	L
European Cottage	<i>Dianella revoluta</i> 'Little Rev'	Little Rev Flex Lily	1 Gal	L
Spanish Eclectic & Italiane	<i>Anigozanthos flavidus</i> 'Bush Ranger'	Dwarf Kangaroo Paw	1 Gal	L
Spanish & Tuscan	<i>Lavandula x Intermedia</i> 'Provence'	Provence French Lavender	1 Gal	L
ACCENT SHRUBS				
Bungalow & Traditional	<i>Podocarpus macrophyllus</i> 'Major'	Shrubby Yew Podocarpus	5 Gal	M
European Cottage	<i>Prunus caroliniana compacta</i> 'odum'	Compact Laurel Cherry	5 Gal	M
Spanish Eclectic & Italiane	<i>Cordyline Burgandy Spire</i>	Burgandy Spire Cordyline	5 Gal	M
Spanish & Tuscan	<i>Cupressus 'Tiny Tower'</i>	Tiny Tower Italian Cypress	5 Gal	L
GROUNDCOVERS				
Bungalow & Traditional	<i>Carex pens</i>	California Meadow Sedge	Flats @ 18" O.C.	L
European Cottage	<i>Myoporum parvifolium</i> 'Pink'	Pink Racer Prostrate Myoporum	Flats @ 18" O.C.	L
Spanish Eclectic & Italiane	<i>Verbena puruviana</i> Purple Spreader	Purple Trailing Verbena	Flats @ 18" O.C.	L
Spanish & Tuscan	<i>Rosmarinus prostratus</i>	Prostrate Rosemary	Flats @ 18" O.C.	L

- NOTES:**
- ALL TREES STANDARD UNLESS OTHERWISE INDICATED IN LEGEND
 - PLANT QUANTITIES LISTED ARE FOR CONVENIENCE ONLY. THE ACTUAL NUMBER OF PLANTS SHOWN ON THE PLAN TAKE PRECEDENCE OVER QUANTITIES LISTED
 - ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF MEDIUM GRIND BARK MULCH AND 1-1/2" LAYER BARK MULCH AT GROUND COVER AREAS.
 - INSTALL ROOT BARRIER AROUND ANY TREES WITHIN 6" OF ANY HARDSCAPE AREA, WALL OR BUILDING
 - MEDIUM WATER USE ACCENT SHRUBS TO GET AN EXTRA RING OF DRIPLINE

TYPICAL STREET TREE LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS
[Symbol]				
PER APPROVED STREET TREE PLAN				
PARKWAY GROUNDCOVER LEGEND				
[Symbol]	<i>Myoporum parvifolium</i> 'Pink'	Pink Racer Prostrate Myoporum	Flats @ 18" O.C.	L



SIERRA BELLA, CRESCENDO & TOCCATA

CORONA, CA | TRACT 36541



L1.2

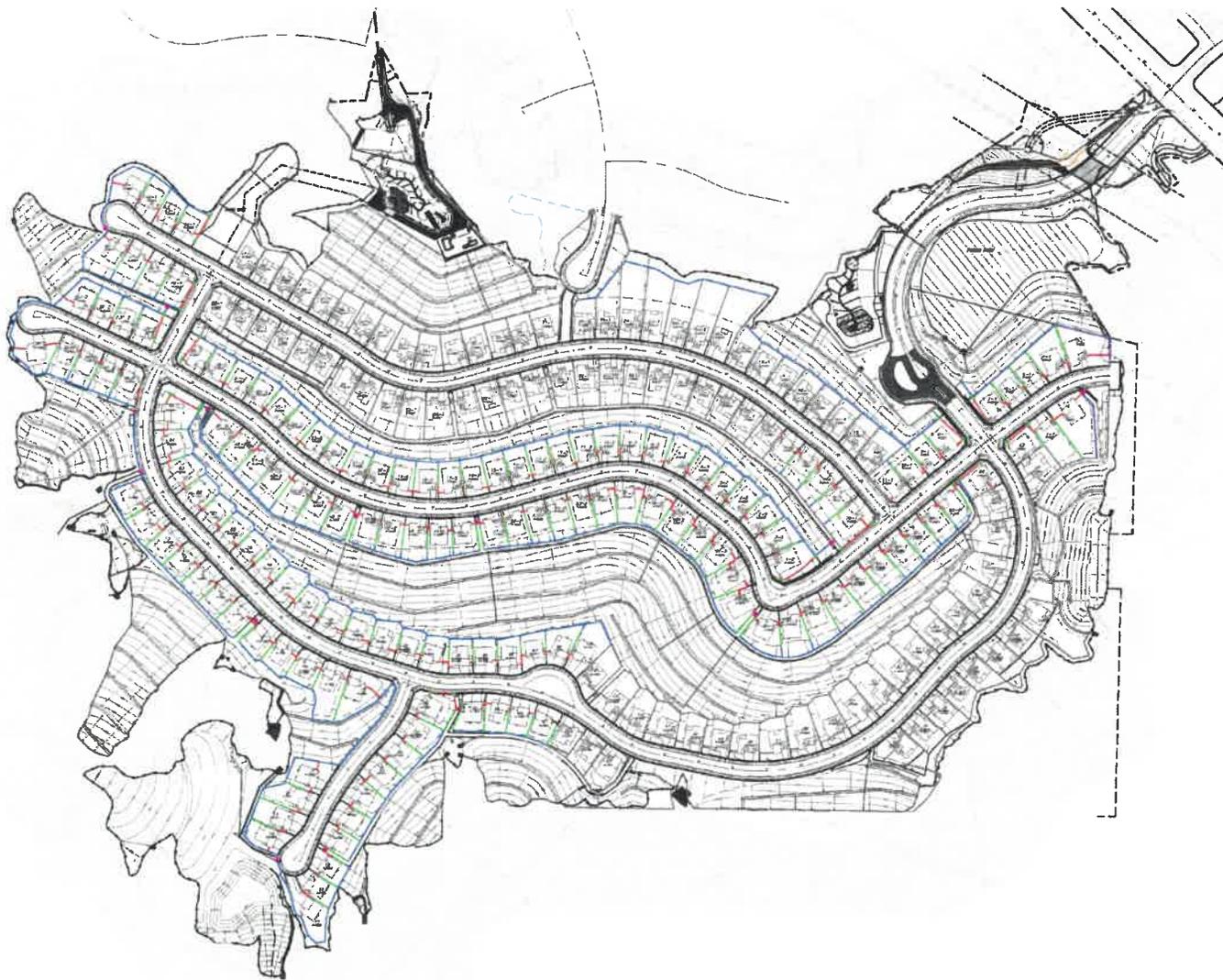
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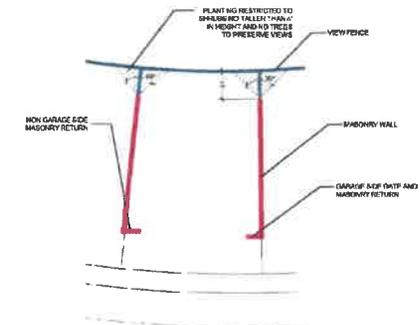
310 NORTH JOY STREET | CORONA, CA 92879

DEVELOPMENT PLAN REVIEW SUBMITTAL

EXHIBIT 3.M



WALL AND FENCE LEGEND	
	COMMUNITY WALL - 6'-0" TALL SLUMP BLOCK WALL W/ PLURRY FINISH AND BRICK CAP IN ROW/LOCK
	MASONRY WALL - 6'-0" TALL SLUMP BLOCK WALL W/ SLUMP BLOCK CAP
	VIEW FENCE - 6'-0" TALL TUBULAR STEEL FENCE
	GUARD FENCE - 4'-0" TALL TUBULAR STEEL FENCE
	6'-0" TALL PRECISION BLOCK PLASTER W/ STONE VENEER AND BRICK CAP IN ROW/LOCK
	6' TALL TUBULAR STEEL MAINTENANCE / FIRE DOUBLE GATE
	6' TALL TUBULAR STEEL VEHICULAR AND PEDESTRIAN GATES
	6'-0" HIGH FIRE WALL - 2' HIGH SLUMPSTONE BLOCK W/ SLUMPSTONE CAP AND 7' HIGH TEMPERED GLASS
	CABLE RAILING
	ABSENTIAL WALL, REFER TO CIVIL ENGINEER PLANS
	RETAINING WALL, REFER TO CIVIL ENGINEER PLANS
	EXISTING PILASTER, GATES AND WALLS



TYPICAL LOT FENCING AT VIEW LOTS
NOT TO SCALE

CONCEPTUAL WALL AND FENCE PLAN



SIERRA BELLA, CRESCENDO & TOCCATA

CORONA, CA | TRACT 36541



NORTH 0 75 150 300

L2.1

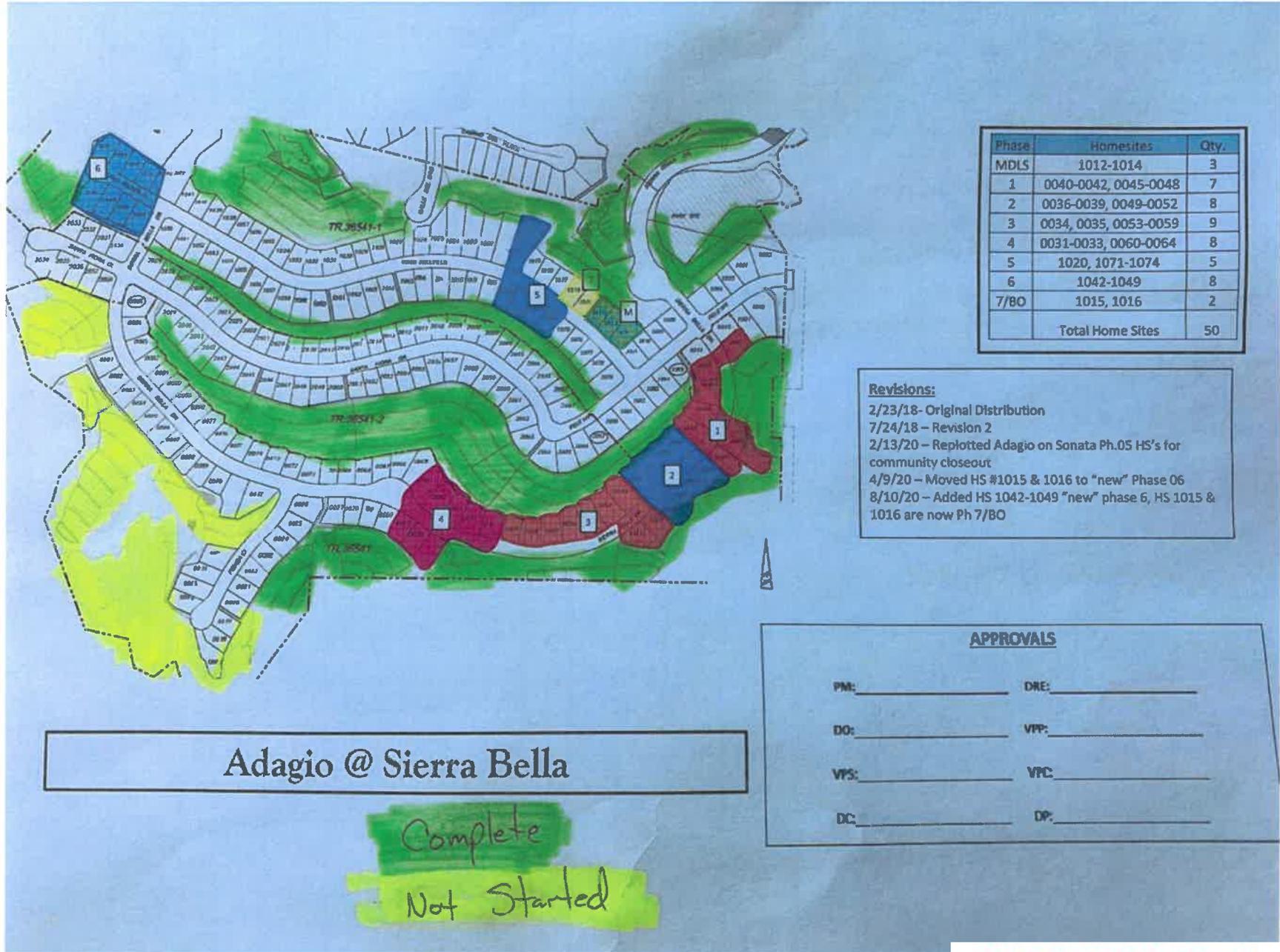
DEVELOPMENT PLAN REVIEW SUBMITTAL
| 90010320 | 04-06-20



310 NORTH JOY STREET | CORONA, CA 92879
T: 951.737.1124 | F: 951.737.6551

EXHIBIT 3.N

Slope Exhibit





August, 6 2020

CITY OF CORONA

Community Development/Planning Division
Attn: Sandra Yang, Senior Planner
400 S. Vicentia Avenue, Suite 310
Corona, CA 92882

Subject: Sierra Bella Development Letter of Justification

Dear Sandra,

Please allow this letter to serve as the required Letter of Justification per the request of the Planning Department and the City of Corona.

Sierra Bella, Tract 36541; 36541-1 & 36541-2 was originally designed and developed as a single-family residential development within the boundaries of the City of Corona. It was intended to provide 2 product lines totaling 237 homes.

The large public park at the entry of the community off Sierra Bella Drive and Green River is constructed and ready for the Parks Department to accept and open to the public. The internal, Private park, the "Overlook Park" is also completed and is being enjoyed by the residents that currently live within the community.

The original product lines were marketed under the names Sonata & Adagio @ Sierra Bella. Adagio, is the larger of the product lines with homes size ranging from 2552-2626 sf. It contains a single story and three (3), two story homes. Each home has 3 varied elevations. Italian, Traditional and European Cottage.

Sonata, being the other product line, has homes whose size ranges from 2498-3401 sf. It contains a single story and three (3), two story homes. Each home has 3 varied elevations. Italian, Tuscan and Bungalow.

After being open for sales since December of 2018, we have found the product lines, while beautiful, are not well received by the buyers. The plans are simply not meeting the needs of the community. It is our intent to close the product lines of Adagio & Sonata and bring in 2 different product lines. All the plans we have carefully selected here, meet the needs of the buyers that are looking for homes in the Corona market.



I hope this letter clarifies our intentions and helps you understand the development flow in our newest, proposed, product lines.

Adagio was planned to have 118 homes. They were the larger homes occupying the best view homesites. 42 of those plans are constructed and released for sale, 8 of those will be released for sale in September 2020. The bifurcation of the architecture is designed to be relatively seamless. We will be replacing the remaining 68 homesites with a new product line, with exterior elevations meant to blend with the original plans. We will continue with the Italian, Traditional & European Cottage exterior elevations.

This new product line will be marketed under the name Crescendo. Crescendo will have 3 floor plans whose square footages range from 3423-4134 sf. These will be 2 story homes and will debut the Lennar NexGen to the Corona buyers. The Lennar NexGen home is our multi-generational home, that is very popular to today's buyer.

The Sonata product line was originally designed to have 119 homes. These homesites were the center run and northerly lower tiers of the community. 45 of those along Chad Zeller Lane are constructed and released for sale, 5 more will be released for sale the end of October 2020 The remaining 69 homes that occupy the center street, along with the 2 cul-de-sacs, will be replaced with a Single-Story product line, meant to appeal with the downsizing buyer, whose children have left home, and are looking for the elegance and ease of living that the single-story line provides. This product line will be marketed under the name Toccata. These 3 floor plan homes will range in square footage from 2365 - 2944 sf, and will continue the exterior elevations of Italian, Tuscan & Bungalow.

Due to the configuration of the site, and the shape of some of the homesites, we have grouped the two story product, Crescendo strategically within the community to maximize the views. Another facet of the product segmentation is that by grouping the single story line up, we maximize the privacy of those homes. We have found that single story living is diminished by two story homes with views into the rear yards. There are also, approximately 13 homesites that we will be requesting a setback variance for, see Exhibit A "Variance Table" attached. These are typically due to the configuration of the homesite. These are very minor variances and fall within the tolerance of the city's planning guidelines, along with those within the Specific Plan. If we were to redesign to accommodate these, few odd shaped, homesites the homes that would fit, would all be way too small for this buyer profile. The Fence and Wall Plan as well at the Landscape Plans will stay the same as originally approved per PP2018-0002.



After spending a considerable amount of time and research, we feel that this change, will provide the buyers and future residents of this community with homes, that meet their needs, and bring them the sanctuary they deserve, behind the gates, and above our beautiful city.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Jennifer Johnson

Jennifer Johnson
Project Manager

EXHIBIT A
"VARIANCE TABLE"

LENNAR®

Tract #	Product	Home site #	Type of Setback	Required Setback Dimension	Proposed Setback Dimension
36541	Crescendo	8	Rear-yard	20'	18.2'
36541	Crescendo	74	Rear-yard	20'	18.9'
36541-2	Toccata	8-2	Rear-yard	20'	16.1'
36541-2	Toccata	9-2	Rear-yard	20'	18.0'
36541-2	Toccata	11-2	Rear-yard	20'	16.7'
36541-2	Toccata	26-2	Rear-yard	20'	17.9'
36541-2	Toccata	28-2	Rear-yard	20'	17.0'
36541-2	Toccata	15-2	Side-yard	10'	9.8'
36541-2	Toccata	16-2	Side-yard	10'	9.7'
36541-2	Toccata	17-2	Side-yard	10'	9.3'
36541-2	Toccata	19-2	Side-yard	10'	9.7'
36541-2	Toccata	21-2	Side-yard	10'	9.9'
36541-2	Toccata	56-2	Side-yard	10'	9.5'



CITY OF CORONA

PRELIMINARY EXEMPTION ASSESSMENT (Certificate of Determination When attached to Notice of Exemption)

Name, Description and Location of Project:

PPM2020-0002: Modification to Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001).

Entity or Person Undertaking Project:

- A. Public Agency:
- B. Other (private): Jennifer Johnson
Lennar Homes of California Inc.
980 Montecito Drive, Suite 302
Corona, CA 92879

Staff Determination:

The City's staff, having undertaken and completed a preliminary review of this project in accordance with the City's Resolution entitled "Local Guidelines of the City of Corona Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:

- A. The proposed action does not constitute a project under CEQA.
- B. The project is a Ministerial Project.
- C. The project is an Emergency Project.
- D. The project constitutes a feasibility or planning study.
- E. The project is categorically exempt:
- F. The project is a statutory exemption:
- G. The project is otherwise exempt on the following basis:

Per Section 15162 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA), no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter the grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR.

- H. The project involves another public agency which constitutes the lead agency. Name of Lead Agency:

EXHIBIT 4

Date: _____

Lupita Garcia, Associate Planner
Lead Agency Representative



NOTICE OF EXEMPTION

TO: CLERK OF THE BOARD OF
SUPERVISORS COUNTY OF RIVERSIDE

FROM: CITY OF CORONA
COMMUNITY DEVELOPMENT DEPARTMENT
400 S. VICENTIA AVE, SUITE 120
CORONA, CA 92882

1. Project title: PPM2020-0002
2. Project location (specific): *South of Green River Road and Sierra Bella Drive*
Assessor's Parcel Numbers: 275-020-005, 101-220-003, 102-390-041, 102-390-042
3. a. Project location - *City of Corona*
b. Project location - *County of Riverside*
3. Description of nature, purpose and beneficiaries of project:

PPM2020-0002: Modification to Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001).

5. Name of public agency approving project: City of Corona
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:

a. *Jennifer Johnson, Lennar Homes of California Inc., 980 Montecito Drive, Suite 302, Corona, CA 92879*

7. Exempt Status (check one):
 - a. Ministerial Project (Pub. Res. Code § 21080(b)(1);
 - b. Not a project.
 - c. Emergency project (Pub. Res. Code § 21080(b)(4);
 - d. Categorical Exemption. State type and class number:
 - e. Declared Emergency (Pub. Res. Code § 21080(b)(3);
 - f. Statutory Exemption. State code section number
 - g. Other: Explain: See below

8. Reasons why the project is exempt:

Per Section 15162 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA), no subsequent environmental evaluation is required when an Environmental Impact Report (EIR) has been certified for a project and no substantial changes have been made to the project. On August 17, 2005, the City Council certified the Sierra Bella Specific Plan EIR. PPM2020-0002 does not change the current configuration of the project site or alter the grading that has already occurred on the site. The project is a cosmetic change to the residential units that are capable of fitting within the residential lots already graded on the property. Therefore, the modified project will not result in new significant environmental effects from that previously analyzed in the EIR.

9. Contact Person/Telephone No.: Lupita Garcia / (951) 736-2293
10. Attach Preliminary Exemption Assessment (Form "A") before filing:

Date received for filing: _____

Signature: _____
Lupita Garcia, Associate Planner
Lead Agency Representative

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Monday, August 24, 2020

6:00 PM

Council Chambers - 6:00 p.m.

Planning and Housing Commission

Karen Alexander, Chair
Craig Siqueland, Vice Chair
David Hooks, Commissioner
Timothy Jones, Commissioner
Diana Meza, Commissioner

Rollcall

Present 5 - Chair Karen Alexander, Vice Chair Craig Siqueland, Commissioner David Hooks, Commissioner Tim Jones, and Commissioner Diana Meza

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Commissioner Meza led the Pledge of Allegiance.

COMMUNICATIONS FROM THE PUBLIC

Saied Asbagh spoke regarding his concerns for a six-foot high fence that his neighbor erected behind his property. The fence is blocking his view and affecting the value of his property.

MEETING MINUTES

These minutes were approved.

- 1. [20-0743](#) Approval of minutes for the Planning and Housing Commission meeting of August 10, 2020.

Attachments: [20200810-P&H Minutes - DRAFT](#)

A motion was made by Commissioner Jones, seconded by Commissioner Hooks, that these minutes be approved. The motion carried by the following vote:

Aye: 4 - Chair Alexander, Vice Chair Siqueland, Commissioner Hooks, and Commissioner Jones

Abstain: 1 - Commissioner Meza

CONSENT ITEMS

None.

PUBLIC HEARINGS

- 2. [20-0680](#) PP2020-0001: Precise Plan application for the review of an apartment complex consisting of 15 units on 1.13 acres in the R-3 (Multiple Family Residential) zone located on the north side of West 8th Street, approximately 170 feet east of Sherman Avenue. Applicant is Hannibal Petrossi of Petrossi & Associates, Inc., 1300 Bristol Street North, Suite 270, Newport Beach, CA 92660.

Attachments: [Staff report](#)[Exhibit 1 - Resolution No. 2559](#)[Exhibit 2 - Locational and zoning map](#)[Exhibit 3.A - Site plan](#)[Exhibit 3.B - Conditions of Approval](#)[Exhibit 3.C - Elevations](#)[Exhibit 3.D - Floor & roof plans](#)[Exhibit 3.E - Conceptual landscape plan](#)[Exhibit 3.F - Fence and wall plan](#)[Exhibit 3.G - Signage](#)[Exhibit 3.H - Trash enclosure](#)[Exhibit 3.I - Preliminary Grading and Utility Plans](#)[Exhibit 3.J - Applicant's letter dated May 20, 2020](#)[Exhibit 4 - Environmental documentation](#)[PP2020-0001 PowerPoint Presentation](#)

Rafael Torres, Assistant Planner, reviewed the staff report and exhibits for PP2020-0001.

Hannibal Petrossi, architect and representative for the developer, addressed the Planning Commission's questions regarding the project.

David Yablonsky, resident, spoke in opposition of the project.

Lilly Rodriguez, resident, spoke in opposition of the project.

A motion was made by Vice Chair Siqueland, seconded by Commissioner Jones, to adopt Resolution No. 2559 granting PP2020-0001 based on the findings contained in the staff report and conditions of approval with the following added conditions of approval: 1) The applicant shall provide additional landscaping in the form of mature Cyprus trees or solid screen landscaping to screen the common open space along the northerly boundary of the project site, adjacent to the commercial buildings to the north. The trees shall be shown on the landscape plans, shall be of a size that creates near-term screening, and shall be planted according to the recommendations of a licensed landscape architect; 2) The apartment complex lease agreements shall include language requiring garages to be used and remain available for parking at all times, and neither garage parking space shall be used for storage; 3) The lease agreement shall limit the number of tenant occupants within each unit to the maximum occupancy permitted based on number and size of bedrooms, as determined under the Building Code; and 4) The property owner shall install, maintain and enforce signage in the guest parking lot to restrict guest spaces to tenant's guests. The motion carried by the following vote:

Aye: 5 - Chair Alexander, Vice Chair Siqueland, Commissioner Hooks, Commissioner Jones, and Commissioner Meza

3. [20-0608](#) PPM2020-0002: Modification to Precise Plan 2018-0002 originally approved on May 7, 2018 to add two new single family floorplans with various architectural themes for the remaining 137 lots within Tract 36541 located south of Green River Road and Sierra Bella Drive, in the LDR-1 designation of the Sierra Bella Specific Plan (SP04-001). (Applicant: Jennifer Johnson with Lennar Homes of California, Inc., 980 Montecito Drive, Suite 302, Corona, CA 92879)

Attachments: [Staff report](#)

[Exhibit 1 - Resolution No. 2560](#)

[Exhibit 2 - Locational map](#)

[Exhibit 3.A - Site plan](#)

[Exhibit 3.B - Conditions of Approval](#)

[Exhibit 3.C - Toccata floor plans](#)

[Exhibit 3.D - Lennar's sloping ceiling feature](#)

[Exhibit 3.E - Toccata elevation plans](#)

[Exhibit 3.F - Toccata color schemes](#)

[Exhibit 3.G - Crescendo floor plans](#)

[Exhibit 3.H - Crescendo elevation plans](#)

[Exhibit 3.I - Crescendo color schemes](#)

[Exhibit 3.J - Sonata elevation plans \(previously approved plan\)](#)

[Exhibit 3.K - Adagio - elevation plans \(previously approved plan\)](#)

[Exhibit 3.L - Conceptual landscape plan](#)

[Exhibit 3.M - Typical front yard landscape plan](#)

[Exhibit 3.N. - Conceptual wall and fence plan](#)

[Exhibit 3.O - Slope exhibit](#)

[Exhibit 3.P - Applicant's letter dated August 6, 2020](#)

[Exhibit 4 - Environmental documentation](#)

[PPM2020-0002 PowerPoint Presentation](#)

Lupita Garcia, Associate Planner, reviewed the staff report and exhibits for PPM2020-0002.

Jennifer Johnson and William Sacriste, representatives for Lennar Homes, addressed the Planning Commission's questions regarding the proposal.

Cameron Garnier, resident, spoke in opposition to the project.

Monica Abrew, resident, spoke in opposition to the project.

A motion was made by Vice Chair Siqueland, seconded by Commissioner Meza

to adopt Resolution No. 2560 granting PPM2020-0002 based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 4 - Vice Chair Siqueland, Commissioner Hooks, Commissioner Jones, and Commissioner Meza

Nay: 1 - Chair Alexander

WRITTEN COMMUNICATIONS

None.

ADMINISTRATIVE REPORTS

4. [20-0744](#) Report on hotel parking required by Chapter 17.76, Off-Street Parking, of the Corona Municipal Code and comparison to other cities.

Attachments: [Staff report](#)

PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

ADJOURNMENT

Chair Alexander adjourned the meeting at 8:11 p.m. to the Planning and Housing Commission meeting of Tuesday, September 8, commencing at 6:00 p.m. in the City Hall Council Chambers.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, September 2, 2020

8:00 AM

Council Board Room 8:00 AM

Infrastructure Committee

***COUNCIL MEMBER JASON SCOTT
COUNCIL MEMBER WES SPEAKE***

***ADVISORY MEMBER
PLANNING & HOUSING COMMISSIONER***

CONVENE OPEN SESSION

The meeting was called to order at 8:01 a.m. by Council Member Jason Scott with Council Member Wes Speake. In addition to the Committee Members, the following individuals were in attendance:

Jacob Ellis, City Manager
Roger Bradley, Asst. City Manager
Tom Koper, Acting Public Works Dir.
Barry Ghaemi, Sr. Engineer
Naomi Ramirez, Management Svcs. Asst.

Others Present:

Karen Alexander, Planning & Housing Commission
Mike Taing, KWC Engineers
David Arnold, Hillcrest Homes
Joe Morgan, Resident

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Discussion regarding Tentative Tract Map (TTM) 36701 Map Extension.
(Public Works Department)
Action: Information & Discussion

Attachments: [TTM 36701 Map Extension - Sep 2020](#)

Mr. Tom Koper, Acting Public Works Director, provided the Committee with the proposed map extension for the tentative tract map (TTM) 36701. Mr. Koper provided the Committee with background on the item, noting that the TTM was a subdivision of 21.51 acres into 12 single-family residential lots approved by City Council in August 2015. He stated the TTM was apart of the Sierra Bella Specific Plan; however, it was not under the same ownership as the Sierra Bella project. He stated that on September 6, 2017, the City Council approved a three-year extension request, which established a map expiration date of August 19, 2020. MVV, L.P., the owner of TTM 36701, is now requesting a discretionary three-year extension of time, which is the final discretionary extension allowed per the Subdivision Map Act and Title 16 of the Corona Municipal Code. The owner believes this extension will allow for the project's construction congruent with the surrounding Sierra Bella tract. The approval of the requested time extension will extend the map's life to August 19, 2023. The Committee enquired about the impact on existing trails in the area. Staff

presented to the Committee, noting that there would not be any impact on trails. The Committee was in favor of staff recommendations to move forward with the process.

2. Discussion regarding 2020 Pavement Rehabilitation Project.
(Public Works Department)
Action: Information & Discussion

Attachments: [2020 Pavement Rehabilitation Project](#)

Mr. Tom Koper, Acting Public Works Director, provided the Committee with an update of the 2020 Pavement Rehabilitation project. He noted the project has a tentative construction date of April 2021 - July 2021 with an estimated \$4 million cost. He stated the project's funding source would be from Road Maintenance and Rehabilitation fund, Measure A, and Gas Tax funds. Mr. Koper provided the Committee with maps of the proposed streets to be repaved and included maps of alternative areas.

The Committee thanked the staff for the update.

ADJOURNMENT

The meeting was adjourned at 8:40 a.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, September 2, 2020

9:30 AM

Council Board Room 9:30 AM

Finance, Legislation & Economic Development

Committee

VICE MAYOR ~~ADOLFO CASILLAS~~
COUNCIL MEMBER JASON SCOTT

CONVENE OPEN SESSION

The meeting was called to order at 9:30 a.m. by Vice Mayor Jacque Casillas with Council Member Jason Scott. In addition to the Committee Members, the following individuals were in attendance:

Roger Bradley, Asst. City Manager
Jessica Gonzales, Economic Development Dir.
Ryan Cortez, Economic Development Coordinator
Naomi Ramirez, Management Svcs. Asst.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Economic Development Update - Upcoming Partnership Efforts.
(Management Services Department)
Action: Information & Discussion

Attachments: [Upcoming Economic Development Partnership Efforts](#)

Mrs. Gonzales, Economic Development Director, presented upcoming partnership efforts to support Corona's business community. She noted that Corona is home to more than 12,000 businesses, comprised of varied business sectors that would benefit from industry-specific resources and guidance. Mrs. Gonzales shared how the Office of Economic Development supports businesses locating and expanding in Corona through recently launched efforts in partnership with local, state, and federal agencies. Mrs. Gonzales provided an overview of an upcoming restaurant webinar with the Corona Chamber of Commerce and County partner agencies sharing best practices and recovering restaurants' strategies. Mrs. Gonzales also discussed an upcoming Manufacturing Outreach Program in partnership with California Manufacturing Technology Consulting to support and reach more than 400 manufacturers located in Corona. Additionally, she shared efforts in partnership with Riverside Community College District and Riverside County Workforce Development to foster a thriving workforce and connect Corona jobseekers with apprenticeships and employment opportunities at local businesses. The Committee commended staff for their efforts.

ADJOURNMENT

The meeting was adjourned at 9:51 a.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882



Minutes - Draft

Wednesday, September 2, 2020

3:00 PM

Council Board Room 3:00 PM

Public Services Committee

MAYOR JIM STEINER

COUNCIL MEMBER YOLANDA CARRILLO

ADVISORY MEMBER

PARKS & REC COMMISSIONER

LIBRARY BOARD OF TRUSTEE REPRESENTATIVE

CONVENE OPEN SESSION

The meeting was called to order at 3:01 p.m. by Mayor Jim Steiner, and Council Member Yolanda Carrillo. In addition to the Committee Members, the following individuals were in attendance:

Jacob Ellis, City Manager
Roger Bradley, Asst. City Manager
Naomi Ramirez, Management Svcs. Asst.

Others Present:

Michele Wentworth, Parks & Recreation Commission
Connie Newhan, Library Board of Trustee
Joe Morgan, Resident

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. Military Banner Program Policy Update.
(Management Services Department)
Action: Information & Discussion

Attachments: [Military Banner Policy Update - 2020](#)

Ms. Naomi Ramirez, Management Services Assistant, presented proposed changes to the Military Banner program policy for Committee discussion and approval. Ms. Ramirez provided the Committee with a brief background on the program and noted the qualifications for active-duty servicemembers and how they can participate. Ms. Ramirez then presented the Gold Star banner program for service members who have lost their lives in duty. She noted the current policy's limitations, noting that the current policy only allows service members who have an existing banner to be eligible for the Gold Star banner. Ms. Ramirez provided the Committee with proposed changes to the policy that will allow current or former residents to be eligible regardless of their length in active service or past participation in the City of Corona's Military Banner program. Ms. Ramirez presented the Committee with the staff recommendations for possible locations for Gold Star banner recipients. The Committee favored the proposed changes and allowed the banners to be installed in the nearest Military Banner zone by the applicant's home address. The Committee also recommended that the policy allow the Gold Star banners applicants to relocate if the family moves within another district. Staff noted that the changes will only apply to Gold Star banners and will be displayed indefinitely or as deemed appropriate by the City.

ADJOURNMENT

The meeting was adjourned at 3:10 p.m.