

City of Corona

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

City Council Meeting Final Agenda

Wednesday, January 19, 2022

**Closed Session Council Board Room 4:30 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**

**Wes Speake, Mayor
Tony Daddario, Vice Mayor
Jacque Casillas, Council Member
Tom Richins, Council Member
Jim Steiner, Council Member**

**Revised agenda on January 18, 2022 at 9:20 a.m.

Item 18 - Staff Report attachment was revised.**

**Revised agenda on January 19, 2022 at 8:30 a.m.

Item 27 - There was a typographical error in the Analysis. Spring 2020 was revised to Spring 2022 on the Staff Report. **

CONVENE CLOSED SESSION

CITY COUNCIL

1. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property Location: 815 W Sixth Street, Suite 185
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: Corona Historic Preservation Society
Under Negotiation: Price and Terms of Payment
2. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: APN 102-380-055
Agency negotiator: Jacob Ellis, City Manager
Negotiating parties: Amir Ghadiri
Under negotiation: Price and Terms of Payment
3. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property Location: 725 S. Main Street (APN: 117-191-011)
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: E Ticket LLC, Corona 725 LLC, 725 Main Street Investor LLC
Under Negotiation: Price and Terms of Payment
4. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Management/Confidential Group Employees
5. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Executive Group Employees

6. 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, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association

INVOCATION

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

7. Recognition: Officer Michael Neff on behalf of his retiring Police Dog K-9 Partner, "Duke".
8. Presentation: Big Brothers Big Sisters Update.
9. Presentation: Covid-19 Update.

MEETING MINUTES

10. **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 City Council Meeting of January 05, 2022.

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.

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12. **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 to receive and file the Monthly Investment Portfolio Report for the month of November 2021.](#)
13. **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 to receive and file the Monthly Fiscal Report for the month of November 2021.](#)
14. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3342, second reading of an ordinance of the City of Corona, California, approving an ordinance adding Chapter 16.18 to the Corona Municipal Code to implement Senate Bill 9 to allow for two-unit housing developments and urban lot splits in single family residential zoning districts.](#)
15. **AGREEMENT** - [Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments.](#)

That the City Council approve the Amendment to the Joint Powers Agreement with the Western Riverside Council of Governments.

16. **AGREEMENT** - [Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.](#)

That the City Council:

- a. Approve the Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.
- b. Approve the Master Services Agreement between the City of Corona and Soma Global.
- c. Authorize the City Manager, or his designee, to execute the Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.
- d. Authorize the City Manager, or his designee, the Master Services Agreement between the City of Corona and Soma Global.
- e. Authorize an appropriation of \$210,000 from the General Fund Measure X Reserve (Public Safety) to the Fire Department's operating budget.

17. **APPROPRIATION** - [Accept and appropriate grant funding allocated by the federal government for the Corona Municipal Airport in response to the COVID-19 pandemic.](#)

That the City Council:

- a. Accept the Federal Aviation Administration CARES Act Grant in the amount of \$30,000.
- b. Accept the Federal Aviation Administration Airport Coronavirus Response Grant in the amount of \$13,000.
- c. Authorize the City Manager, or his designee, to execute the Federal Aviation Administration Airport Rescue Grant Agreement in the amount of \$32,000 as the City of Corona's authorized representative.
- d. Authorize the City Manager, or his designee, to complete and submit all necessary forms and related reports for the CARES Act Grant, Airport Coronavirus Response Grant, and Airport Rescue Grant.
- e. Appropriate \$75,000 to the Airport operating budget and increase revenue estimates by the same amount in the Airport Fund for Fiscal Year 2022.
- f. Authorize the Finance Director to approve additional budgetary adjustments as needed to administer the grants.

18. BID & PURCHASE - [Professional Services Agreement with Moore Iacofano Goltsman, Inc. dba MIG for the Parks and Recreation Master Plan Project.](#)**That the City Council:**

- a. Award Request for Proposals 22-027RH for the Parks and Recreation Master Plan Project to Moore Iacofano Goltsman, Inc. dba MIG of Pasadena, CA, for a total amount of \$261,990.
- b. Authorize the City Manager, or his designee, to execute a Professional Services Agreement with Moore Iacofano Goltsman, Inc. dba MIG of Pasadena, CA, for a term of January 19, 2022 through July 31, 2023 in the amount of \$261,990.
- c. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, amendments, and change orders up to 10% or \$26,199 of the original contract amount as authorized in Corona Municipal Code Section [3.08.070\(I\)](#).
- d. Authorize the Purchasing Manager to issue a Purchase Order to MIG of Pasadena, CA in the amount of \$261,990.
- e. Approve an appropriation in the amount of \$38,189 to the Capital Improvement Project titled Parks Master Plan, Project No. 76450, from the General Fund,

Measure X Funds.

19. RESOLUTION - [Formation proceedings for proposed Community Facilities District 2022-1 \(Skyline Heights\) and approval of resolutions.](#)

That the City Council:

- a. Adopt Resolution No. 2022-003, declaring intention to establish the proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona.
- b. Adopt Resolution No. 2022-004, declaring necessity for proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona to incur bonded indebtedness.

20. RESOLUTION - [Resolution approving the Consent and Agreement and the form of Estoppel Certificate for the Renewable Power Purchase Agreement with AM Wind Repower, LLC.](#)

That the City Council:

- a. Adopt Resolution No. 2022-007 approving the attached Consent and Agreement and the Form of the Estoppel Certificate for the Renewable Power Purchase Agreement with AM Wind Repower, LLC.
- b. Authorize the City Manager, or his designee, to sign the Consent and Agreement and Estoppel Certificate on behalf of the City.
- c. Authorize the City Manager, or his designee, to negotiate, execute and authorize any further contracts, agreements, amendments, or certificates which are non-substantive or are otherwise in compliance with the City Council's actions hereunder.

21. RESOLUTION - [Resolution authorizing the submittal of a grant application to the Department of Water Resources for the Urban and Multibenefit Drought Relief Grant Program.](#)

That the:

- a. City Council adopt Resolution No. 2022-008 authorizing the submittal of an application for the Department of Water Resources 2021 Urban and Multibenefit Drought Relief Grant Program.
- b. City Council designate the City Manager, or his designee, to receive and spend Urban and Multibenefit Drought Relief Grant funds in accordance with all applicable program guidelines and state and federal laws.

- c. City Council authorize the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests, and any other grant required correspondence which may be necessary to obtain grant funds or complete the grant program that are consistent with or in furtherance of the City Council's actions hereunder.
- d. City Council authorize the Finance Director, or her designee, to prepare and process any budgetary adjustments to receive and record Urban and Multibenefit Drought Relief Grant funds.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

22. AGREEMENT - [Resolution Approving Pension Stabilization Trust Agreement Pursuant to Section 115 of the Internal Revenue Code and Authorize Initial Contribution of \\$30 Million.](#)

That the City Council:

- a. Adopt Resolution No. 2022-005 Approving the Trust Agreement Governing the City of Corona Pension Stabilization Trust Pursuant to Section 115 of the Internal Revenue Code.
- b. Authorize the City Manager, or his designee, to execute the Trust Agreement.
- c. Authorize the establishment of a new Fiduciary Fund to hold the funds allocated to the Pension Stabilization Trust.
- d. Authorize a Fund Transfer of \$30,000,000 from the General Fund to the new Fiduciary Fund for the Pension Stabilization Trust.

23. REPORT - [Personnel Report providing employee updates and details on various recruitment transactions.](#)

That the City Council receive and file the Personnel Report.

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.

ADMINISTRATIVE REPORTS

This portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.

24. ADMINISTRATIVE REPORT - [Virtual Oral Public Comments in Public Meetings.](#)

That the City Council provide staff with direction on allowing virtual oral public comments during public meetings via Zoom.

25. ADMINISTRATIVE REPORT - [Update on the crossing guard study for Garretson Elementary School at the Garretson Avenue and Rancho Road intersection.](#)

That the City Council receive an update on the crossing guard study at various locations throughout the City.

26. ADMINISTRATIVE REPORT - [2022 Legislative Platform and Financial Priorities.](#)

That the City Council adopt the 2022 Legislative Platform and Financial Priorities.

27. ADMINISTRATIVE REPORT - [The City of Corona's Community Based Organization Grant Program Funding Utilizing an Appropriation from the American Rescue Plan Act \(ARPA\) Funds.](#)

That the City Council:

- a. Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- b. Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- c. Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

LEGISLATIVE MATTERS

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

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

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

A) Planning & Housing Commission**B) Parks & Recreation Commission**

- 28. PARKS & RECREATION COMMISSION REPORT - Receive and file Parks and Recreation Commission updates from the January 11, 2022 meeting:**
- a. Border and Fairview Parks design concepts of new playground equipment
 - b. Park Ambassador Program
 - c. Trails and Park Master Plan Update
 - d. Border Pickleball Court Light Project
 - e. Survey Results from Sage Open Space
 - f. 2022 Community Services & Community Calendar of Events

C) Regional Meetings

- 29. REGIONAL MEETING REPORT - Update from Mayor Wes Speake on the Southern California Association of Governments (SCAG) Community, Economic and Human Development Committee Meeting of January 6, 2022.**
- 30. REGIONAL MEETING REPORT - Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority (RCA) Board Meeting of January 10, 2022.**
- 31. REGIONAL MEETING REPORT - Update from Mayor Wes Speake on the Riverside County Transportation Commission (RCTC) Western Programs Meeting of January 12, 2022.**

CITY ATTORNEY'S REPORTS AND COMMENTS**CITY MANAGER'S REPORTS AND COMMENTS****CITY COUNCIL MEMBER REPORTS AND COMMENTS****FUTURE AGENDA ITEMS**

This portion of the agenda is for items requested by the Mayor or Council Members for consideration at a future meeting. No immediate action is taken on Future Agenda items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.

1. Draft Agendas (T. Daddario) 2/9/2022
2. Corona Municipal Airport Update (T. Daddario) 2/23/2022
3. Options for Paving the Overlook Area (W. Speake) 1/26/2022
4. Historic Preservation Code Revisions (W. Speake) 3/2/2022
5. Infill Fees in Historic Districts (W. Speake) TBD
6. Council Code of Conduct (W. Speake) TBD
7. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

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, February 2, 2022 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



Big Brothers
Big Sisters®

OF ORANGE COUNTY
& THE INLAND EMPIRE

CELEBRATING
NATIONAL MENTORING
MONTH



MORE IMPORTANT THAN EVER

We are:
JEDIs
Youth Centered
Volunteer Driven
One-to-One





OUR MENTEES

75% witness and/or experience abuse
Over 70% live under the federal poverty line.

- Over 50% are being raised by single or foster parents, grandparents, or a sibling

COMMUNITY BASED

Bigs and Big Couples

BIGS WITH BADGES

Building relationships between law enforcement and youth and highlighting career pathways within law enforcement

SPECIALIZED PROGRAMS

Human Trafficking Prevention
Foster Mentoring
Restorative Justice
Identity-Based Mentoring

SITE & SCHOOL-BASED

College Bigs and High School Bigs

WORKPLACE MENTORING !



BOURNS[®]



Keenan
Associates



NOW MENTORING POST-18!

Ensuring our youth earn a livable wage – through college, career and enlistment options

Number
of
Children
Mentored
2,500+

1,000+
Annually
served

Number
of
Mentoring
Models
5

Reach
8 years
of
service

2
Counties

21
Cities/
Districts

Number
of Civic
and
Volunteer
Hours
124,800

\$3.1M
volunteerism

IMPACT

“

One of the many factors that have differentiated my experience in High School Bigs as opposed to other programs I have been involved in is the communal compassion we all share. Despite variances in location, age and position, the staff members, Bigs and Littles alike all share a passion for fulfilling our responsibility to play a part in bettering the world we live in. Being able to nurture our most vulnerable members of society while being guided by some of our wisest is an absolute joy.”

- High School Big Sister
Megan



BIGS **OF** **THE** **YEAR**

HIGH SCHOOL BIGS



INNOVATIVE PARTNERSHIPS TO CREATE CONNECTION

Workforce Development +
Corona Police Department + CNUSD

Bigs with Badges + City's CDBG

Foster Care + Tobacco Prevention + CNUSD



**SOCIAL
ROI \$18:1
OF YOUTH MENTORING**

Financial value generated
through increased taxes and
spending, and increased
volunteering and donations



80 PERCENT

HAVE A BETTER SENSE
OF THE FUTURE



95 PERCENT

AVOID BEHAVIORS LIKE
GANG VIOLENCE



98%

GRADUATED HIGH SCHOOL

43%

**ARE FIRST-GENERATION
HIGH SCHOOL GRADUATES**

67%

**WILL BE THE FIRST IN THEIR
FAMILY TO ATTEND COLLEGE**

EVERY MENTEE HAS A UNIQUE PATH



EDUCATION 75%

Victoria will be part of the UC Riverside Class of 2025, pursuing a career in the field of art.



WORKFORCE 11%

Felix will be entering the workforce by joining a trade, technical or business program.



EXPLORATION 13%

Grettel will lean on her mentor for guidance and perspective as she makes a decision about her future.



ENLISTMENT 1%

Joel has enlisted in the military and plans to start his career as a US Army Ranger or infantry.

JOIN OUR VILLAGE



High School Bigs Mentoring
<https://www.iebigs.org/leadership>

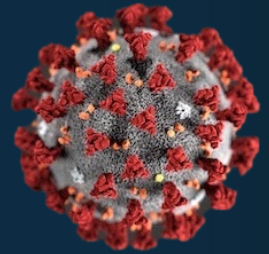
College Big Mentoring
<https://bbbs.tfaforms.net/4841271>

Community Based Mentoring
[http://www.iebigs.org/traditional -
mentoring/](http://www.iebigs.org/traditional-mentoring/)

Donate
<http://www.IEBigs.org/GIVE>



COVID-19 UPDATE



Brian Young
Fire Chief
January 19, 2022

25,581

Corona cases

324

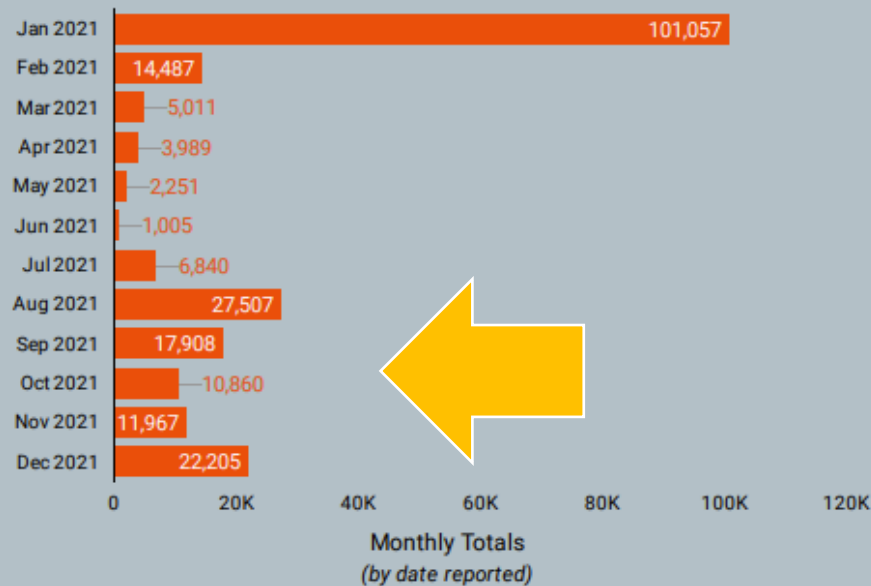
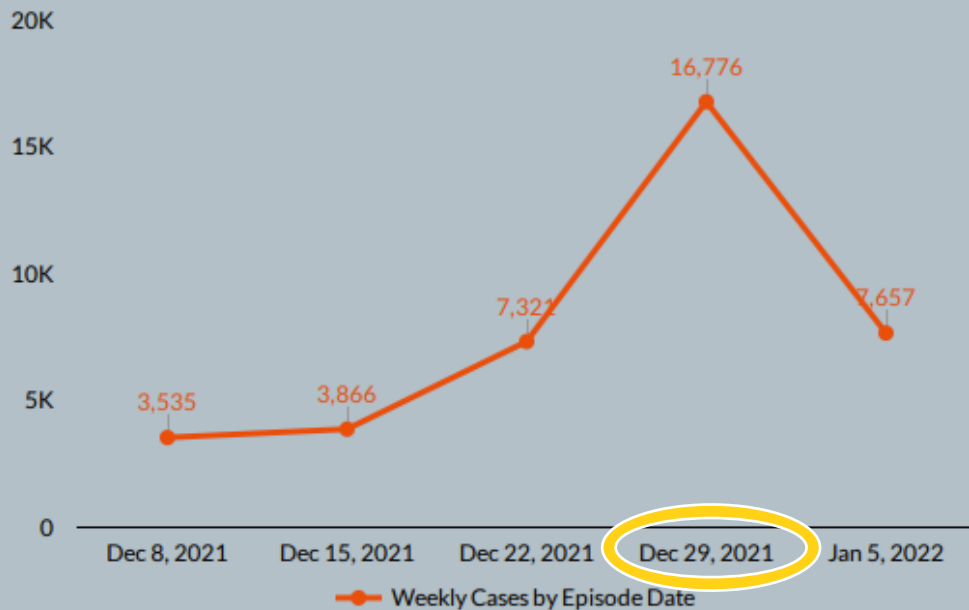
Corona fatalities

333

City of Corona employees positive



Recent COVID-19 in Riverside County



Testing/Vaccine Info



**CURATIVE
APPOINTMENTS**

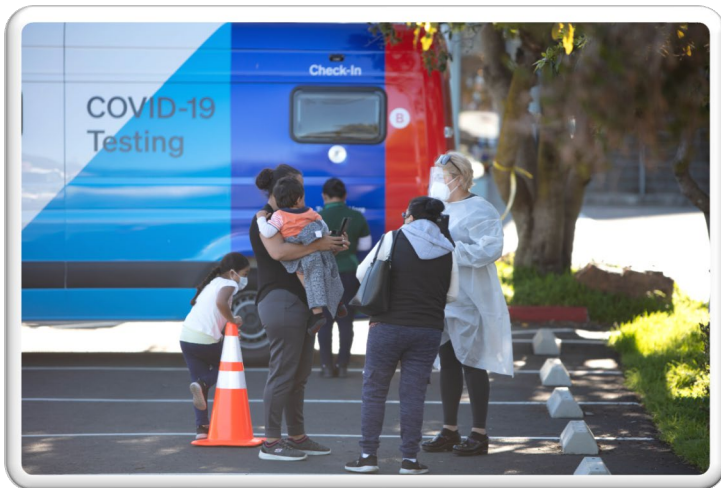


COVID-19 UPDATES



COUNTY VACCINES

Testing in Corona

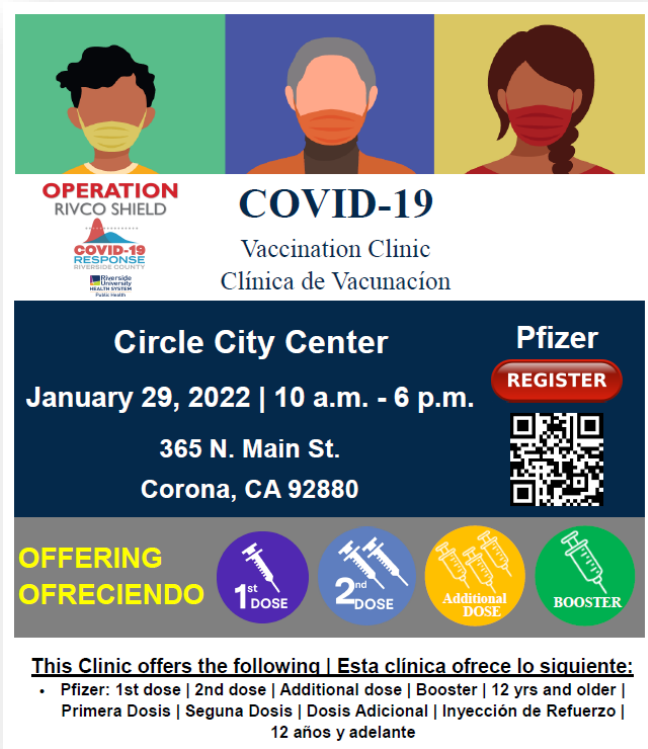


Curative Mobile
Oct - Jan
11,788

Day	Time	Location	District
Monday	7:30AM-3:00PM	Buena Vista Park	4
Tuesday	7:30AM-3:00PM	Santana Park	5
Wednesday	7:30AM-3:00PM	Parkview Park	1
Thursday	7:30AM-3:00PM	City Hall	3
Friday	7:30AM-3:00PM	Butterfield Park	2



Mon-Fri: 9 to 5
Sat: 10 to 2
Sun: Appt only



The poster features three stylized portraits of diverse individuals wearing face masks at the top. Below them, the text reads 'OPERATION RIVCO SHIELD' and 'COVID-19 Vaccination Clinic / Clínica de Vacunación'. It specifies the location as 'Circle City Center' at '365 N. Main St., Corona, CA 92880' on 'January 29, 2022 | 10 a.m. - 6 p.m.'. A 'Pfizer REGISTER' button and a QR code are present. A section titled 'OFFERING / OFRECIENDO' shows icons for '1st DOSE', '2nd DOSE', 'Additional DOSE', and 'BOOSTER'. At the bottom, it states: 'This Clinic offers the following | Esta clínica ofrece lo siguiente: Pfizer: 1st dose | 2nd dose | Additional dose | Booster | 12 yrs and older | Primera Dosis | Segunda Dosis | Dosis Adicional | Inyección de Refuerzo | 12 años y adelante'.

OPERATION RIVCO SHIELD

COVID-19

Vaccination Clinic
Clínica de Vacunación

Circle City Center

January 29, 2022 | 10 a.m. - 6 p.m.

365 N. Main St.
Corona, CA 92880

Pfizer
REGISTER

OFFERING / OFRECIENDO

1st DOSE 2nd DOSE Additional DOSE BOOSTER

This Clinic offers the following | Esta clínica ofrece lo siguiente:

- Pfizer: 1st dose | 2nd dose | Additional dose | Booster | 12 yrs and older | Primera Dosis | Segunda Dosis | Dosis Adicional | Inyección de Refuerzo | 12 años y adelante

Vaccinations

City of Corona *-and-* adjacent communities

- CNUSD Resource Center
- Corpus Christi Catholic Church
- Corona – Pacific Utility
- Corona - YMCA

<https://rivcoph.org/COVID-19-Vaccine-with-Registration>

Vaccine

Riverside County

- 7.2% Partially vaccinated (5+)
- 59.3% Fully vaccinated (5+)
- 24.6% Boosters (3rd dose) (12+)

Corona

- 6.2% Partially vaccinated
- 60.9% Fully vaccinated

3,684,260

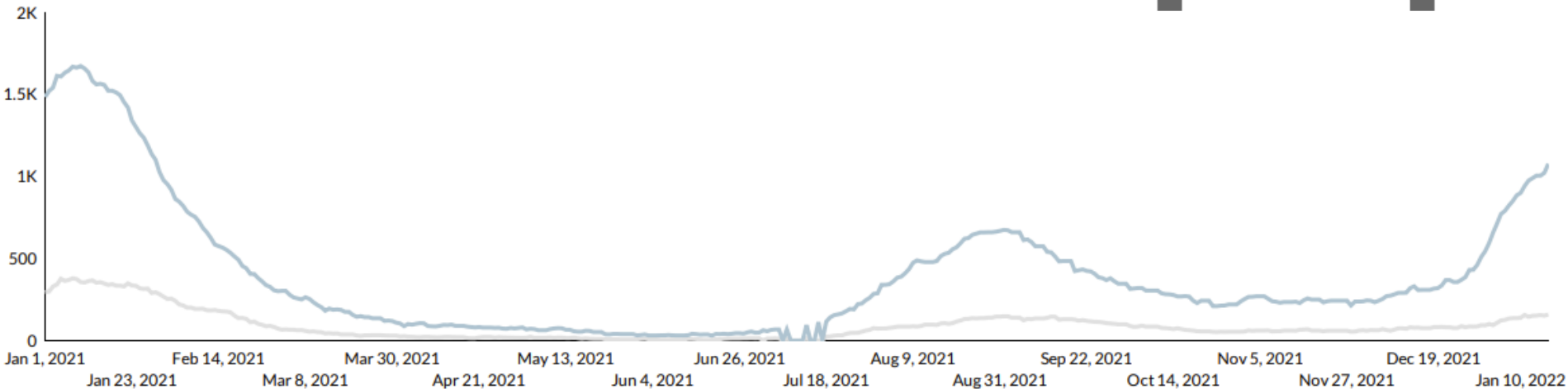


Hospitalizations

Riverside County



COVID-19 Daily Hospitalizations and ICU



158

COVID-19 Daily ICU Beds

COVID-19 Daily Hospitalizations

1,078

Stay Informed

CALL US, EMAIL US, OR VISIT OUR WEBSITE FOR THE LATEST INFO!

Call: (951) 817-5800 | Text: (833) 482-0029

COVID19info@CoronaCA.gov

www.CoronaCA.gov/COVID-19

TO RECEIVE EMAIL NOTIFICATIONS, SIGN UP AT CORONACA.GOV/SUBSCRIBE

City of Corona

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

City Council Minutes - Draft

Wednesday, January 5, 2022

**Closed Session Council Board Room 4:30 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**

**Wes Speake, Mayor
Tony Daddario, Vice Mayor
Jacque Casillas, Council Member
Tom Richins, Council Member
Jim Steiner, Council Member**

**Revised agenda on January 5, 2022 at 2:08 p.m.

Item 17 - Exhibit 3 was revised to add the updated conditions of approval.**

CONVENE CLOSED SESSION

Closed Session convened at 4:30 p.m. for the purposes listed below. Present were Mayor Speake, Vice Mayor Daddario, Council Member Casillas, Council Member Richins, and Council Member Steiner. Closed Session adjourned at 5:58 p.m.

CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: APN 172-420-029
Agency negotiator: Jacob Ellis, City Manager
Negotiating parties: Riverside County Flood Control & Water Conservation District
Under negotiation: Price and Terms of Payment
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Employee Organizations: Corona General Employees Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Management/Confidential Group Employees
4. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Executive Group Employees

Rollcall

Present: 5 - Wes Speake, Tony Daddario, Jacque Casillas, Tom Richins, and Jim Steiner

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Richins.

CONVENE OPEN SESSION

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

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

5. Presentation: Covid-19 Update.

Brian Young, Fire Chief, provided an update.

Council Member Casillas had inquiries and Chief Young provided clarification.

MEETING MINUTES

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

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

6. 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 Committee of the Whole Meeting of December 8, 2021.

These Minutes were approved.

7. 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 City Council Meeting of December 15, 2021.

These Minutes were approved.

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 Special Closed Session Meeting of December 20, 2021.

These Minutes were approved.

The following item was taken out of order.

20. Appointment to the Parks and Recreation Commission.

Vice Mayor Daddario appointed Aime Kinnie to the Parks and Recreation Commission.

Joe Morgan, resident, addressed the Council in support of the proposed appointment.

A motion was made by Vice Mayor Daddario, seconded by Council Member Steiner, that this City Council Member Report be accepted. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

CONSENT CALENDAR

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

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

9. City Council adoption of Ordinance No. 3339, second reading, of an Ordinance of the City of Corona adding section 2.08.190 to Chapter 2.08 of the Corona Municipal Code to require electronic signature and submission of campaign disclosure documents.

This Ordinance was adopted.

10. First Amendment to the Professional Services Agreement with Dudek for the Manglar Blending Facility, Project No. 2018-13.

This Agreement was approved.

11. Fourth Amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. for the Cajalco Road/I-15 Interchange Improvements, Project No. 56-1203.

This Agreement was approved.

12. Personnel Report providing employee updates and details on various recruitment transactions.

This Report was received and filed.

13. Resolution establishing a construction charge to cover the proportionate share of constructing the sewer lines and appurtenances necessary to connect certain private property located on Rudell Road and Ontario Avenue to the City's Public Sewer System.

Savat Khamphou, Public Works Director, provided a report. The Council had inquiries and Vernon Weisman, District Engineer, Tom Moody, General Manager, Dean Derleth, City Manager, and Mr. Khamphou, provided clarification.

A motion was made by Council Member Richins, seconded by Council Member Steiner, that this Resolution be adopted. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

COMMUNICATIONS FROM THE PUBLIC

Joe Morgan, resident, addressed the Council to inquire about the MOU approved at the previous Council meeting.

PUBLIC HEARINGS

14. Public Hearing to review and receive feedback on the redrawing of Council Member

District boundaries.

Stephanie Smith, Director of Election Services from Best Best & Krieger LLP., provided a presentation.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated that there was one email correspondence received from the public. Mayor Speake closed the Public Hearing.

The Council had inquiries and Ms. Smith provided clarification.

By majority vote the Council agreed on this item with the amendment to include one more meeting off site after hours before February 2, 2021.

A motion was made by Council Member Casillas, seconded by Council Member Richins, that this Public Hearing be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

- 15.** Public Hearing and Resolution adopting the Temescal Basin Groundwater Sustainability Plan.

Melissa Estrada-Maravilla, DWP Operations Analyst II, provided a presentation. Council Member Casillas and Mayor Speake provided comments regarding this item.

Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received regarding the Public Hearing. Mayor Speake closed the Public Hearing.

Joe Morgan, resident, addressed the Council to inquire about the website. Ms. Estrada-Maravilla provided clarification.

A motion was made by Council Member Casillas, seconded by Council Member Richins, that this Public Hearing be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

ADMINISTRATIVE REPORTS

- 16.** Urgency ordinance and regular ordinance adding Chapter 16.18 to the Corona Municipal Code to implement Senate Bill 9 to allow for two-unit housing developments and urban lot splits in single-family residential zoning districts.

A motion was made by Mayor Speake, seconded by Council Member Casillas, that this Administrative Report be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

LEGISLATIVE MATTERS

None.

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

A) Planning & Housing Commission

- 17.** Tentative Tract Map 37980 to subdivide 4.73 acres into 19 single family residential lots located on the northwest corner of Citron Street and Taylor Street.

Joe Morgan, resident, addressed the Council in support of this item.

Mayor Speake and Council Member Richins provided comments regarding this item.

A motion was made by Council Member Richins, seconded by Council Member Steiner, that this Planning & Housing Commission Report be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

B) Parks & Recreation Commission

None.

C) Regional Meetings

- 18.** Update from Council Member Jim Steiner on the Riverside Transit Agency (RTA) Board Meeting of December 16, 2021.

Council Member Steiner provided an update.

- 19.** Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority (RCA) Board Meeting of December 6, 2021.

Vice Mayor Daddario provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

None.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Casillas thanked Hugo Villanueva and residents for taking advantage of open office hours. She announced office hours will be closed at the moment and will reopen during spring.

Council Member Richins welcomed everyone to the New Year.

Vice Mayor Daddario wished everyone a happy New Year. He mentioned how he

enjoyed the holidays in the City. He also announced the planning of his future Town Hall meeting.

Mayor Speake provided a brief overview on the following: Crossing power outage, reappointment to Riverside County Transportation Commission Western Programs to the State Route 91 Committee, League of California Cities Riverside Division for the Housing Committee and Economic Development Committee, 91 Corridor Operations Project, District 2 Wild Pig flyer handout, and 98 Anniversary building American Legion Post 216. He announced the following Grand openings: Chef2theBone Fish Fry on January 8, 2022, Corona Life Services on February 10, 2022, and Raising Canes on January 11, 2022.

21. 2022 City Council Meetings Schedule.

Mayor Speake announced the 2022 City Council meeting schedule.

FUTURE AGENDA ITEMS

1. Non Profit/Sponsored Utility Box Wraps (W. Speake) 1/12/2022
2. Consideration of Civic Center Fountain Renovation (W. Speake) 1/12/2022
3. Zoom Participation in Public Meetings (W. Speake) 1/19/2022
4. Corona Municipal Airport Update (T. Daddario) 2/23/2022
5. Historic Preservation Code Revisions (W. Speake) TBD
6. Options for Paving the Overlook Area (W. Speake) TBD
7. Options to expedite Redevelopment of Main Street and Parkridge Avenue Area (J. Casillas) TBD
8. Infill Fees in Historic Districts (W. Speake) TBD
9. Draft Agendas (T. Daddario) TBD
10. Council Code of Conduct (W. Speake) TBD

ADJOURNMENT

The next scheduled meeting of the Council is the Committee of the Whole on January 12, 2022. Mayor Speake adjourned the meeting at 8:13 p.m. in honor of Lauren Montage and Christopher Raahauge.



City of Corona Investment Portfolio Report Month Ending November 30, 2021

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 November 30, 2021 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
City Treasurer

DocuSigned by:

Kim Sittler
Finance Director

DocuSigned by:

Roger Bradley
Assistant City Manager

REVIEWED BY:

DocuSigned by:

Christine Thompson
Accounting Manager

Beginning balance October 31, 2021		\$	377,010,402
Acquisitions / Additions:			
Agency Notes	\$	4,687,413	
US Corporate Notes	\$	2,709,601	
LAIF	\$	13,300,000	
Money Market Fund	\$	4,372,180	\$ 25,069,194
Dispositions / Withdrawals:			
Agency Notes	\$	5,483,394	
US Corporate Notes	\$	940,956	
LAIF	\$	10,300,000	
Money Market Fund	\$	5,082,399	\$ 21,806,749
Gain/(Loss) on Dispositions		\$	77,668
Ending balance, November 30, 2021		\$	380,350,515

City of Corona Consolidated

Account #10003

Portfolio Summary

As of November 30, 2021



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.04
Average Coupon	1.37%
Average Purchase YTM	1.28%
Average Market YTM	0.72%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.29 yrs
Average Life	2.09 yrs

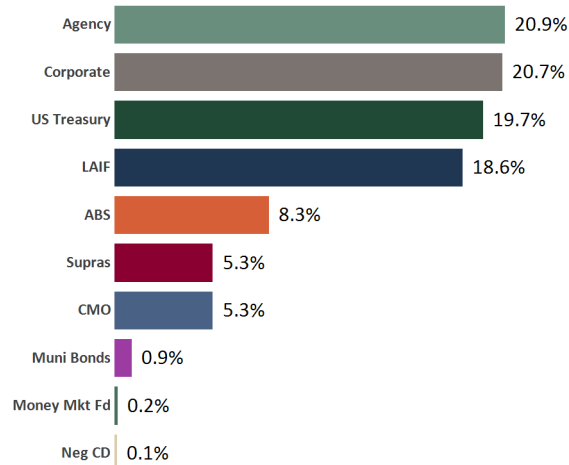
ACCOUNT SUMMARY

	Beg. Values as of 10/31/21	End Values as of 11/30/21
Market Value	379,719,301	382,396,366
Accrued Interest	1,097,105	1,265,323
Total Market Value	380,816,406	383,661,689
Income Earned	443,287	430,663
Cont/WD		6,000,000
Par	375,917,027	379,185,653
Book Value	377,010,402	380,350,515
Cost Value	377,010,402	380,350,515

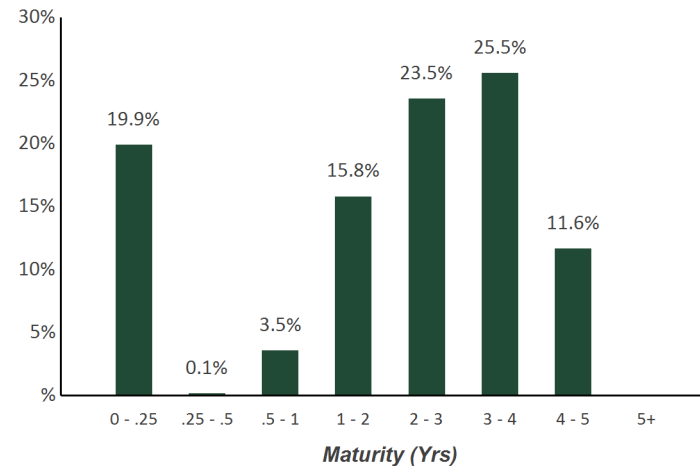
TOP ISSUERS

Government of United States	19.7%
Local Agency Investment Fund	18.6%
Federal Home Loan Mortgage Corp	11.5%
Federal National Mortgage Assoc	9.7%
Federal Home Loan Bank	5.0%
Inter-American Dev Bank	3.7%
Intl Bank Recon and Development	1.6%
JP Morgan Chase & Co	1.5%
Total	71.3%

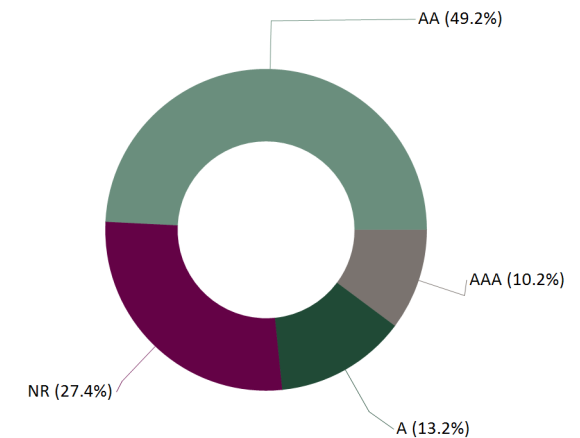
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of November 30, 2021



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>
Corporate 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

Account #10003

Holdings Report

As of November 30, 2021



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
ABS									
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	583,660.15	01/21/2020 1.85%	583,583.22 583,583.22	100.34 0.35%	585,655.69 477.30	0.15% 2,072.47	Aaa / AAA NR	1.04 0.23
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	592,289.21	08/27/2019 1.90%	604,620.87 604,620.87	100.67 0.23%	596,253.98 766.03	0.16% (8,366.89)	Aaa / NR AAA	1.63 0.25
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,188,396.25	08/20/2019 1.79%	1,188,386.38 1,188,386.38	100.62 0.30%	1,195,721.52 940.15	0.31% 7,335.14	Aaa / AAA NR	1.71 0.42
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	99.98 0.43%	974,800.13 173.33	0.25% (150.44)	NR / AAA AAA	1.96 0.79
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	474,300.36	07/16/2019 2.23%	474,199.67 474,199.67	100.77 0.32%	477,934.45 465.87	0.12% 3,734.78	Aaa / NR AAA	2.04 0.40
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,232,275.49	10/01/2019 1.95%	1,232,180.48 1,232,180.48	100.77 0.39%	1,241,788.64 730.47	0.32% 9,608.16	NR / AAA AAA	2.39 0.49
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	99.45 0.71%	1,889,529.10 278.67	0.49% (10,185.90)	Aaa / AAA NR	2.55 1.46
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,539,597.50	10/16/2019 1.94%	1,539,516.21 1,539,516.21	100.90 0.20%	1,553,440.02 1,320.63	0.41% 13,923.81	Aaa / AAA NR	2.62 0.52
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	100.25 0.49%	982,421.58 357.16	0.26% 2,498.71	Aaa / AAA NR	2.62 0.73
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,922,253.76	Various 1.00%	1,926,396.46 1,926,396.46	100.40 0.52%	1,929,852.43 939.77	0.50% 3,455.97	Aaa / NR AAA	2.71 0.68
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	99.73 0.64%	1,620,545.88 217.12	0.42% (4,215.41)	NR / AAA AAA	2.88 1.03
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	99.28 0.81%	2,129,611.77 255.61	0.56% (15,359.06)	NR / AAA AAA	2.89 1.70
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	100.01 0.50%	740,061.42 167.73	0.19% 174.20	Aaa / NR AAA	2.96 0.83
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	99.40 0.72%	944,276.26 52.25	0.25% (5,625.70)	Aaa / NR AAA	3.07 1.57

City of Corona Consolidated

Account #10003

Holdings Report

As of November 30, 2021



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
ABS									
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67 1,289,759.67	99.83 0.53%	1,287,772.17 200.67	0.34% (1,987.50)	NR / AAA AAA	3.13 0.94
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	99.89 0.57%	2,257,405.52 324.56	0.59% (2,119.88)	Aaa / NR AAA	3.23 1.19
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	99.47 0.70%	765,955.19 57.75	0.20% (4,030.72)	Aaa / NR AAA	3.39 1.23
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	99.77 0.55%	1,636,303.44 276.98	0.43% (3,318.87)	NR / AAA AAA	3.46 1.30
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	99.61 0.56%	2,814,047.48 326.44	0.73% (10,428.20)	Aaa / NR AAA	3.46 1.29
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	99.43 0.74%	1,332,309.75 226.31	0.35% (7,549.28)	NR / AAA AAA	3.79 1.61
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93 1,024,783.93	100.01 0.88%	1,025,078.93 175.39	0.27% 295.00	Aaa / NR AAA	4.15 2.23
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	99.12 0.97%	1,278,593.82 298.13	0.33% (11,291.11)	Aaa / NR AAA	4.29 1.99
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66 954,979.66	99.63 0.88%	951,479.87 301.36	0.25% (3,499.79)	NR / AAA AAA	4.38 2.20
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06 729,837.06	99.61 0.92%	727,154.46 210.08	0.19% (2,682.60)	NR / AAA AAA	4.46 2.23
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	99.41 1.16%	775,406.58 221.00	0.20% (4,573.53)	Aaa / AAA NR	4.80 1.24
Total ABS		31,752,772.72	0.75%	31,765,686.72 31,765,686.72	0.60%	31,713,400.08 9,760.76	8.27% (52,286.64)	Aaa / AAA AAA	3.07 1.18

City of Corona Consolidated

Account #10003

Holdings Report

As of November 30, 2021



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
AGENCY									
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00	102.38	5,630,751.50	1.48%	Aaa / AA+ AAA	1.14
				5,418,930.00	0.28%	47,895.83	211,821.50		1.12
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50	103.62	4,714,932.95	1.24%	Aaa / AA+ AAA	1.55
				4,527,967.50	0.41%	56,306.25	186,965.45		1.51
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	105.61	3,696,304.50	0.98%	Aaa / AA+ AAA	2.02
				3,602,165.00	0.58%	56,765.63	94,139.50		1.94
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	105.77	1,057,699.00	0.28%	Aaa / AA+ NR	2.27
				1,045,410.00	0.69%	7,493.06	12,289.00		2.19
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	103.83	4,153,332.00	1.09%	Aaa / AA+ NR	2.27
				4,000,280.00	0.67%	21,902.78	153,052.00		2.21
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	105.42	5,798,342.00	1.53%	Aaa / AA+ NR	2.54
				5,740,000.40	0.72%	73,352.43	58,341.60		2.43
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	105.72	4,228,856.00	1.11%	Aaa / AA+ AAA	2.79
				4,206,760.00	0.79%	24,916.67	22,096.00		2.67
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00	102.23	3,578,176.00	0.93%	Aaa / AA+ AAA	2.88
				3,564,275.00	0.84%	7,267.36	13,901.00		2.80
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20	102.17	4,311,527.58	1.13%	Aaa / AA+ AAA	3.11
				4,282,878.20	0.91%	27,430.00	28,649.38		3.01
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25	101.85	6,696,939.95	1.75%	Aaa / AA+ AAA	3.21
				6,569,937.25	0.91%	29,861.46	127,002.70		3.11
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80	98.81	5,207,471.45	1.36%	Aaa / AA+ AAA	3.39
				5,259,143.80	0.98%	3,568.23	(51,672.35)		3.35
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90	98.10	6,082,392.20	1.59%	Aaa / AA+ AAA	3.55
				6,196,731.90	1.05%	14,122.22	(114,339.70)		3.49
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60	97.79	6,160,933.80	1.61%	Aaa / AA+ AAA	3.64
				6,277,899.60	0.99%	8,531.25	(116,965.80)		3.60
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20	97.59	6,133,500.08	1.60%	Aaa / AA+ AAA	3.74
				6,260,439.20	1.03%	6,285.00	(126,939.12)		3.69
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05	97.41	6,132,104.29	1.60%	Aaa / AA+ AAA	3.82
				6,276,346.05	1.07%	4,458.96	(144,241.76)		3.77

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AGENCY									
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	97.82 1.07%	6,162,609.60 2,100.00	1.61% (117,285.40)	Aaa / AA+ AAA	3.94 3.88
Total Agency		78,995,000.00	1.34%	79,509,058.90 79,509,058.90	0.84%	79,745,872.90 392,257.13	20.89% 236,814.00	Aaa / AA+ AAA	2.97 2.90
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,703,883.00	Various 2.22%	3,833,959.38 3,833,959.38	101.07 0.62%	3,743,470.21 9,537.50	0.98% (90,489.17)	Aaa / NR NR	0.73 0.51
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	104.07 0.76%	4,006,521.75 11,328.63	1.05% 74,859.64	NR / NR AAA	1.65 1.51
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	103.37 0.70%	3,462,975.40 1,708.50	0.90% 4,100.40	Aaa / NR NR	1.65 1.49
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	104.47 0.85%	3,917,625.00 2,204.38	1.02% 79,714.84	Aaa / NR AAA	1.90 1.71
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,300,810.60	04/22/2019 2.72%	3,324,406.25 3,324,406.25	103.33 1.30%	3,410,836.52 7,990.71	0.89% 86,430.27	NR / AAA NR	2.40 2.14
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	105.70 1.37%	1,585,453.50 3,316.25	0.41% (972.28)	NR / NR AAA	4.74 4.40
Total CMO		19,454,693.60	2.53%	19,973,238.68 19,973,238.68	0.88%	20,126,882.38 36,085.97	5.26% 153,643.70	Aaa / AAA AAA	1.90 1.70
CORPORATE									
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	101.25 0.40%	3,037,437.00 40,920.83	0.80% (32,883.00)	A3 / A- A	0.55 0.47
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	101.15 0.45%	3,085,203.10 25,531.04	0.81% 35,477.60	A2 / A A+	0.66 0.57
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	102.22 0.56%	2,300,013.00 20,868.75	0.60% 26,620.50	A2 / A A	1.15 1.05

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CORPORATE									
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	102.80 0.58%	1,541,962.50 9,916.67	0.40% 87,432.50	A2 / A A	1.26 1.24
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	102.43 0.58%	2,560,747.50 14,513.89	0.67% 135,522.50	Aa2 / AA A+	1.29 1.11
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	102.44 0.67%	2,269,147.89 4,134.67	0.59% 156,503.04	Aa1 / AA+ NR	1.42 1.40
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	103.34 0.64%	3,100,122.00 41,748.92	0.82% 117,822.00	Aa2 / AA- NR	1.56 1.28
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	104.29 0.50%	2,085,880.00 29,277.78	0.55% 28,980.00	Aa2 / AA AA	1.57 1.44
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	104.46 0.68%	971,522.64 12,210.13	0.26% 43,131.54	A3 / A- NR	1.62 1.57
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	104.71 0.60%	1,999,976.28 24,511.67	0.53% 95,515.28	Aa2 / AA- AA	1.63 1.58
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	104.55 0.69%	2,404,551.10 24,328.89	0.63% 105,494.10	A1 / A+ NR	1.69 1.64
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	104.70 0.66%	3,406,827.36 34,302.58	0.90% 67,247.16	A1 / A AA-	1.70 1.64
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	105.23 0.79%	2,378,249.98 11,606.04	0.62% 120,103.18	A3 / A- NR	1.86 1.80
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	99.15 0.85%	2,121,775.76 3,584.50	0.55% (16,704.84)	A2 / A A	2.13 2.11
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.90%	2,570,550.00 2,570,550.00	103.32 0.90%	2,634,552.90 21,625.42	0.69% 64,002.90	A2 / A- AA-	2.26 1.23
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	105.15 0.96%	1,335,391.03 9,172.22	0.35% 49,312.83	A1 / A AA-	2.28 2.19
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	99.61 0.93%	1,768,052.65 2,699.48	0.46% (6,059.85)	A2 / A A	2.30 2.19

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CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	625,000.00	06/29/2021 0.64%	624,681.25 624,681.25	99.21 1.90%	620,067.50 1,508.25	0.16% (4,613.75)	A2 / A+ NR	2.62 0.62
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	102.48 1.22%	732,711.27 4,526.35	0.19% 19,291.42	A1 / A+ NR	2.71 2.62
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	103.08 1.17%	3,710,998.80 6,750.00	0.97% 112,870.80	A2 / A AA-	2.92 2.82
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	102.89 1.15%	2,667,966.22 3,561.77	0.70% 43,482.01	A2 / A A	2.94 2.85
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	102.84 1.10%	4,262,618.52 30,684.51	1.12% 126,447.37	A1 / AA- AA-	3.15 2.94
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	101.81 1.31%	2,810,935.45 4,256.54	0.73% (51,724.57)	A2 / A- AA-	3.42 3.30
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65 3,299,268.65	98.83 1.30%	3,256,586.89 13,575.40	0.85% (42,681.76)	A2 / A- AA-	3.50 2.46
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20 1,565,968.20	99.31 1.24%	1,554,170.20 6,655.68	0.41% (11,798.00)	A2 / A- AA-	3.56 2.51
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	97.77 1.45%	2,933,112.00 12,468.76	0.77% (36,588.00)	Aa2 / AA+ NR	4.03 3.92
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00 1,037,330.00	101.74 1.55%	1,017,437.00 2,256.58	0.27% (19,893.00)	A2 / A- AA-	4.39 3.26
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	98.87 1.27%	4,810,010.91 2,567.64	1.25% (33,972.29)	A1 / AA AA-	4.45 4.25
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	98.76 1.44%	794,991.44 411.44	0.21% (12,613.61)	A3 / A+ A	4.46 4.25
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	98.21 1.53%	3,265,539.03 16,936.72	0.86% (57,997.97)	A1 / A+ A+	4.55 4.39

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CORPORATE									
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00 3,007,920.00	99.15 1.57%	2,974,536.00 17,806.50	0.78% (33,384.00)	A2 / A- AA-	4.55 3.43
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	98.13 1.62%	2,229,531.78 10,224.00	0.58% (41,838.14)	Aa3 / AA+ AA+	4.63 4.46
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	98.26 1.63%	1,685,231.03 4,585.24	0.44% (28,191.17)	Aa3 / AA- AA-	4.79 4.61
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	98.92 1.29%	776,526.71 1,694.29	0.20% (6,989.64)	Aa2 / AA AA	4.80 4.57
Total Corporate		77,970,000.00	1.97%	78,107,060.30 78,107,060.30	1.01%	79,104,383.44 471,423.15	20.74% 997,323.14	A1 / A+ AA-	2.70 2.43
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	71,473,420.92	Various 0.20%	71,473,420.92 71,473,420.92	1.00 0.20%	71,473,420.92 23,323.82	18.64% 0.00	NR / NR NR	0.00 0.00
Total LAIF		71,473,420.92	0.20%	71,473,420.92 71,473,420.92	0.20%	71,473,420.92 23,323.82	18.64% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	644,765.91	Various 0.03%	644,765.91 644,765.91	1.00 0.03%	644,765.91 0.00	0.17% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		644,765.91	0.03%	644,765.91 644,765.91	0.03%	644,765.91 0.00	0.17% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State 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	104.29 0.86%	3,530,284.20 13,540.00	0.92% 67,530.75	Aa2 / AA- AA	2.84 2.74
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45 3,462,753.45	0.86%	3,530,284.20 13,540.00	0.92% 67,530.75	Aa2 / AA- AA	2.84 2.74

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NEGOTIABLE CD									
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.00 0.23%	500,019.50 723.33	0.13% 19.52	P-1 / A-1 F-1+	0.41 0.41
Total Negotiable CD		500,000.00	0.24%	499,999.98 499,999.98	0.23%	500,019.50 723.33	0.13% 19.52	Aaa / AA AAA	0.41 0.41
SUPRANATIONAL									
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	100.25 0.27%	4,009,880.00 31,402.78	1.05% 1,280.00	Aaa / NR AAA	0.13 0.13
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	101.18 0.26%	3,642,321.60 13,475.00	0.95% 129,748.60	Aaa / AAA AAA	0.79 0.78
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	97.77 1.08%	6,159,629.71 2,887.50	1.61% (112,731.14)	Aaa / AAA AAA	3.91 3.85
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	98.67 1.19%	6,305,115.24 6,367.81	1.65% (55,618.56)	Aaa / AAA AAA	4.39 4.29
Total Supranational		20,290,000.00	1.30%	20,154,267.65 20,154,267.65	0.80%	20,116,946.55 54,133.09	5.26% (37,321.10)	Aaa / AAA AAA	2.74 2.69
US TREASURY									
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	102.00 0.27%	4,896,187.20 42,684.78	1.29% 170,812.20	Aaa / AA+ AAA	1.08 1.07
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	102.14 0.50%	5,106,835.00 6,957.87	1.33% 196,874.06	Aaa / AA+ AAA	1.92 1.89
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	103.49 0.56%	4,657,149.00 42,370.92	1.22% 68,731.03	Aaa / AA+ AAA	2.08 2.02
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	104.71 0.60%	5,235,545.00 40,353.26	1.38% 113,748.12	Aaa / AA+ AAA	2.21 2.14
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	99.14 0.63%	2,874,964.30 1,542.13	0.75% (18,012.26)	Aaa / AA+ AAA	2.29 2.28

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US TREASURY									
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	103.19 0.67%	4,953,000.00 8,221.00	1.29% 119,718.75	Aaa / AA+ AAA	2.42 2.36
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	103.30 0.71%	5,061,548.10 41,010.87	1.33% 119,294.19	Aaa / AA+ AAA	2.58 2.50
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	104.34 0.75%	5,217,190.00 34,850.54	1.37% 76,955.62	Aaa / AA+ AAA	2.71 2.62
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	104.18 0.80%	4,167,344.00 7,707.18	1.09% 76,875.25	Aaa / AA+ AAA	2.92 2.83
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	100.73 0.90%	7,051,408.00 20,013.81	1.84% (56,599.81)	Aaa / AA+ AAA	3.25 3.18
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	97.35 0.99%	5,841,096.00 5,013.59	1.52% (37,966.50)	Aaa / AA+ AAA	3.67 3.63
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	97.16 1.01%	3,108,998.40 1,362.64	0.81% (21,376.60)	Aaa / AA+ AAA	3.84 3.80
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.00 1.03%	5,819,766.00 1,284.53	1.52% (103,359.00)	Aaa / AA+ AAA	3.92 3.88
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	97.34 1.06%	3,698,764.20 39.15	0.96% (33,102.99)	Aaa / AA+ AAA	4.00 3.95
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	98.24 1.13%	1,542,402.54 2,992.54	0.40% (16,497.07)	Aaa / AA+ AAA	4.75 4.64
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	98.76 1.14%	3,091,119.14 4,664.90	0.81% 7,946.87	Aaa / AA+ AAA	4.84 4.71
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	99.91 1.14%	3,117,073.44 3,005.80	0.81% 16,085.94	Aaa / AA+ AAA	4.92 4.77
Total US Treasury		74,720,000.00	1.38%	74,760,262.52	0.79%	75,440,390.32 264,075.51	19.73% 680,127.80	Aaa / AA+ AAA	2.99 2.93
TOTAL PORTFOLIO		379,185,653.15	1.28%	380,350,515.03 380,350,515.03	0.72%	382,396,366.20 1,265,322.76	100.00% 2,045,851.17	Aa1 / AA AAA	2.29 2.04
TOTAL MARKET VALUE PLUS ACCRUED						383,661,688.96			

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ACQUISITIONS										
Purchase	11/01/2021	60934N807	66,039.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	66,039.25	0.00	66,039.25	0.00
Purchase	11/02/2021	60934N807	20.58	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	20.58	0.00	20.58	0.00
Purchase	11/03/2021	60934N807	26,580.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	26,580.00	0.00	26,580.00	0.00
Purchase	11/07/2021	60934N807	15,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	15,750.00	0.00	15,750.00	0.00
Purchase	11/08/2021	60934N807	27,874.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	27,874.75	0.00	27,874.75	0.00
Purchase	11/12/2021	60934N807	24,325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	24,325.00	0.00	24,325.00	0.00
Purchase	11/15/2021	60934N807	4,525.89	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	4,525.89	0.00	4,525.89	0.00
Purchase	11/15/2021	60934N807	314.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	314.50	0.00	314.50	0.00
Purchase	11/15/2021	60934N807	559.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	559.00	0.00	559.00	0.00
Purchase	11/15/2021	60934N807	325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	325.00	0.00	325.00	0.00
Purchase	11/15/2021	60934N807	376.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	376.25	0.00	376.25	0.00
Purchase	11/15/2021	60934N807	612.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	612.08	0.00	612.08	0.00
Purchase	11/15/2021	60934N807	669.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	669.67	0.00	669.67	0.00
Purchase	11/15/2021	60934N807	519.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	519.33	0.00	519.33	0.00
Purchase	11/15/2021	60934N807	522.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	522.50	0.00	522.50	0.00
Purchase	11/15/2021	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	424.33	0.00	424.33	0.00

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ACQUISITIONS										
Purchase	11/15/2021	60934N807	128,052.12	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	128,052.12	0.00	128,052.12	0.00
Purchase	11/15/2021	60934N807	62,407.19	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	62,407.19	0.00	62,407.19	0.00
Purchase	11/15/2021	60934N807	33,848.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	33,848.33	0.00	33,848.33	0.00
Purchase	11/15/2021	60934N807	162,598.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	162,598.63	0.00	162,598.63	0.00
Purchase	11/15/2021	60934N807	144,639.16	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	144,639.16	0.00	144,639.16	0.00
Purchase	11/15/2021	60934N807	102,360.45	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	102,360.45	0.00	102,360.45	0.00
Purchase	11/15/2021	60934N807	128,812.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	128,812.08	0.00	128,812.08	0.00
Purchase	11/15/2021	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	99.998	0.71%	954,979.66	0.00	954,979.66	0.00
Purchase	11/16/2021	60934N807	5,498,366.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	5,498,366.33	0.00	5,498,366.33	0.00
Purchase	11/16/2021	60934N807	368.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	368.33	0.00	368.33	0.00
Purchase	11/17/2021	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	105.762	1.35%	1,586,425.78	1,768.67	1,588,194.45	0.00
Purchase	11/17/2021	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	99.978	0.75%	729,837.06	0.00	729,837.06	0.00
Purchase	11/17/2021	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	99.391	1.25%	3,100,987.50	1,648.34	3,102,635.84	0.00
Purchase	11/18/2021	60934N807	501.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	501.04	0.00	501.04	0.00
Purchase	11/22/2021	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	885.17	0.00	885.17	0.00

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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	11/22/2021	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	173.25	0.00	173.25	0.00
Purchase	11/22/2021	60934N807	697.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	697.13	0.00	697.13	0.00
Purchase	11/22/2021	60934N807	31,061.22	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	31,061.22	0.00	31,061.22	0.00
Purchase	11/22/2021	60934N807	159,971.68	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	159,971.68	0.00	159,971.68	0.00
Purchase	11/24/2021	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	99.979	0.89%	1,024,783.93	0.00	1,024,783.93	0.00
Purchase	11/26/2021	60934N807	261.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	261.25	0.00	261.25	0.00
Purchase	11/26/2021	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	8,542.50	0.00	8,542.50	0.00
Purchase	11/26/2021	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,328.63	0.00	11,328.63	0.00
Purchase	11/26/2021	60934N807	11,022.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,022.00	0.00	11,022.00	0.00
Purchase	11/26/2021	60934N807	16,045.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	16,045.17	0.00	16,045.17	0.00
Purchase	11/26/2021	60934N807	11,707.10	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,707.10	0.00	11,707.10	0.00
Purchase	11/30/2021	60934N807	7,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	7,125.00	0.00	7,125.00	0.00
Subtotal			14,020,211.89				14,087,225.82	3,417.01	14,090,642.83	0.00
Security Contribution	11/01/2021	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Contribution	11/02/2021	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	11/08/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00

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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										
Security Contribution	11/15/2021	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
Security Contribution	11/24/2021	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	11/29/2021	90LAIF\$00	6,900,000.00	Local Agency Investment Fund State Pool	1.000		6,900,000.00	0.00	6,900,000.00	0.00
Subtotal			13,300,000.00				13,300,000.00	0.00	13,300,000.00	0.00
Short Sale	11/17/2021	60934N807	-729,837.06	Federated Investors Govt Oblig Fund Inst.	1.000		-729,837.06	0.00	-729,837.06	0.00
Short Sale	11/17/2021	60934N807	-1,588,194.45	Federated Investors Govt Oblig Fund Inst.	1.000		-1,588,194.45	0.00	-1,588,194.45	0.00
Subtotal			-2,318,031.51				-2,318,031.51	0.00	-2,318,031.51	0.00
TOTAL ACQUISITIONS			25,002,180.38				25,069,194.31	3,417.01	25,072,611.32	0.00

DISPOSITIONS										
Closing Purchase	11/17/2021	60934N807	-729,837.06	Federated Investors Govt Oblig Fund Inst.	1.000		-729,837.06	0.00	-729,837.06	0.00
Closing Purchase	11/17/2021	60934N807	-1,588,194.45	Federated Investors Govt Oblig Fund Inst.	1.000		-1,588,194.45	0.00	-1,588,194.45	0.00
Subtotal			-2,318,031.51				-2,318,031.51	0.00	-2,318,031.51	0.00
Sale	11/15/2021	60934N807	954,979.66	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	954,979.66	0.00	954,979.66	0.00
Sale	11/16/2021	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	101.373	0.13%	4,561,734.38	17,947.16	4,579,681.54	82,828.13
Sale	11/16/2021	912828XG0	900,000.00	US Treasury Note 2.125% Due 6/30/2022	101.273	0.08%	911,460.94	7,223.85	918,684.79	-1,303.79
Sale	11/17/2021	60934N807	3,102,635.84	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	3,102,635.84	0.00	3,102,635.84	0.00
Sale	11/17/2021	60934N807	729,837.06	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	729,837.06	0.00	729,837.06	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	11/17/2021	60934N807	1,588,194.45	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,588,194.45	0.00	1,588,194.45	0.00
Sale	11/24/2021	60934N807	1,024,783.93	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,024,783.93	0.00	1,024,783.93	0.00
Subtotal			12,800,430.94				12,873,626.26	25,171.01	12,898,797.27	81,524.34
Paydown	11/15/2021	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	11/15/2021	43815NAC8	126,102.28	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		126,102.28	1,949.84	128,052.12	1.05
Paydown	11/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	519.33	519.33	0.00
Paydown	11/15/2021	44891VAC5	0.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		0.00	522.50	522.50	0.00
Paydown	11/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	424.33	424.33	0.00
Paydown	11/15/2021	477870AC3	61,420.57	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		61,420.57	986.62	62,407.19	13.04
Paydown	11/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	314.50	314.50	0.00
Paydown	11/15/2021	47788EAC2	33,761.68	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		33,761.68	86.65	33,848.33	2.56
Paydown	11/15/2021	47789JAD8	160,772.45	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		160,772.45	1,826.18	162,598.63	-3,347.33
Paydown	11/15/2021	47789KAC7	142,746.24	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		142,746.24	1,892.92	144,639.16	-307.64
Paydown	11/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	559.00	559.00	0.00
Paydown	11/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	325.00	325.00	0.00

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DISPOSITIONS										
Paydown	11/15/2021	58770FAC6	101,310.16	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		101,310.16	1,050.29	102,360.45	13.35
Paydown	11/15/2021	65479JAD5	126,133.03	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		126,133.03	2,679.05	128,812.08	6.66
Paydown	11/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	376.25	376.25	0.00
Paydown	11/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	612.08	612.08	0.00
Paydown	11/16/2021	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	368.33	368.33	0.00
Paydown	11/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	501.04	501.04	0.00
Paydown	11/22/2021	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	697.13	697.13	0.00
Paydown	11/22/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	173.25	173.25	0.00
Paydown	11/22/2021	43815HAC1	30,985.04	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		30,985.04	76.18	31,061.22	4.25
Paydown	11/22/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	885.17	885.17	0.00
Paydown	11/22/2021	92348AAA3	157,724.51	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		157,724.51	2,247.17	159,971.68	12.16
Paydown	11/26/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	261.25	261.25	0.00
Paydown	11/26/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/26/2021	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	11/26/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,022.00	11,022.00	0.00
Paydown	11/26/2021	3137BM6P6	6,490.96	FHLMC K721 A2Due 8/25/2022	100.000		6,490.96	9,554.21	16,045.17	-227.96
Paydown	11/26/2021	3137BYPQ7	3,707.52	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		3,707.52	7,999.58	11,707.10	-26.50
Subtotal			951,154.44				951,154.44	68,450.65	1,019,605.09	-3,856.36
Security Withdrawal	11/09/2021	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Withdrawal	11/10/2021	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	11/17/2021	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Withdrawal	11/18/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Withdrawal	11/23/2021	90LAIF\$00	5,200,000.00	Local Agency Investment Fund State Pool	1.000		5,200,000.00	0.00	5,200,000.00	0.00
Subtotal			10,300,000.00				10,300,000.00	0.00	10,300,000.00	0.00
TOTAL DISPOSITIONS			21,733,553.87				21,806,749.19	93,621.66	21,900,370.85	77,667.98
OTHER TRANSACTIONS										
Interest	11/01/2021	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.000		25,539.25	0.00	25,539.25	0.00
Interest	11/01/2021	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000		40,500.00	0.00	40,500.00	0.00
Interest	11/03/2021	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		26,580.00	0.00	26,580.00	0.00
Interest	11/07/2021	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.000		15,750.00	0.00	15,750.00	0.00

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Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/08/2021	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.000		27,874.75	0.00	27,874.75	0.00
Interest	11/12/2021	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.000		24,325.00	0.00	24,325.00	0.00
Interest	11/15/2021	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		4,525.89	0.00	4,525.89	0.00
Interest	11/30/2021	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		7,125.00	0.00	7,125.00	0.00
Subtotal			26,939,000.00				172,219.89	0.00	172,219.89	0.00
Dividend	11/02/2021	60934N807	1,421,024.21	Federated Investors Govt Oblig Fund Inst.	0.000		20.58	0.00	20.58	0.00
Subtotal			1,421,024.21				20.58	0.00	20.58	0.00
TOTAL OTHER TRANSACTIONS			28,360,024.21				172,240.47	0.00	172,240.47	0.00

City of Corona Consolidated

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Income Earned

As of November 30, 2021



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						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	22,838.47 24,325.00 2,567.64 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
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	9,536.38 0.00 12,210.13 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	4,778.96 0.00 11,606.04 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	26,284.67 26,580.00 4,134.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 06/20/2022	07/26/2021 07/27/2021 3,000,000.00	3,070,320.00 0.00 0.00 3,070,320.00	33,295.83 0.00 40,920.83 7,625.00	0.00 0.00 0.00 7,625.00	7,625.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 2,550,000.00	2,570,550.00 0.00 0.00 2,570,550.00	14,081.67 0.00 21,625.42 7,543.75	0.00 0.00 0.00 7,543.75	7,543.75
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	14,509.00 0.00 17,806.50 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	25,539.25 25,539.25 4,256.54 4,256.54	0.00 0.00 0.00 4,256.54	4,256.54
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	24,947.33 0.00 34,302.58 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25

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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	8,784.72 0.00 14,513.89 5,729.17	0.00 0.00 0.00 5,729.17	5,729.17
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 950,000.00	949,901.96 0.00 0.00 949,901.96	52.25 261.25 52.25 261.25	0.00 0.00 0.00 261.25	261.25
13063DRK6	California State 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	6,770.00 0.00 13,540.00 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	26,790.74 27,874.75 3,561.77 4,645.78	0.00 0.00 0.00 4,645.78	4,645.78
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 2,982,300.00	33,771.42 0.00 41,748.92 7,977.50	0.00 0.00 0.00 7,977.50	7,977.50
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 1,454,530.00	6,416.67 0.00 9,916.67 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	2,782.00 0.00 3,584.50 802.50	0.00 0.00 0.00 802.50	802.50
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 3,602,165.00	46,921.88 0.00 56,765.63 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 1,045,410.00	4,784.72 0.00 7,493.06 2,708.34	0.00 0.00 0.00 2,708.34	2,708.34

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Income Earned

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3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	60,175.35 0.00 73,352.43 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 4,206,760.00	15,333.33 0.00 24,916.67 9,583.34	0.00 0.00 0.00 9,583.34	9,583.34
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	13,986.11 0.00 21,902.78 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
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	823.44 0.00 3,568.23 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	11,538.89 0.00 14,122.22 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	4,320.94 0.00 6,285.00 1,964.06	0.00 0.00 0.00 1,964.06	1,964.06
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	15,225.00 15,750.00 2,100.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
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	37,010.42 0.00 47,895.83 10,885.41	0.00 0.00 0.00 10,885.41	10,885.41
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	2,527.77 0.00 7,267.36 4,739.59	0.00 0.00 0.00 4,739.59	4,739.59

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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	21,715.42 0.00 27,430.00 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
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 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	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 3,837,910.16	2,204.38 11,022.00 2,204.38 11,022.00	0.00 0.00 0.00 11,022.00	11,022.00
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 3,703,883.00	3,840,678.30 0.00 6,718.92 3,833,959.38	9,554.21 9,554.21 9,537.50 9,537.50	0.00 0.00 0.00 9,537.50	9,537.50
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	0.00 1,586,425.78 0.00 1,586,425.78	0.00 (1,768.67) 3,316.25 1,547.58	0.00 0.00 0.00 1,547.58	1,547.58
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,300,810.60	3,328,140.27 0.00 3,734.02 3,324,406.25	7,999.69 7,999.58 7,990.71 7,990.60	0.00 0.00 0.00 7,990.60	7,990.60
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	Various Various 4,550,000.00	4,527,967.50 0.00 0.00 4,527,967.50	45,879.16 0.00 56,306.25 10,427.09	0.00 0.00 0.00 10,427.09	10,427.09
3137EAEP0	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 6,569,937.25	21,642.71 0.00 29,861.46 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75

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3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	6,562.50 0.00 8,531.25 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	2,491.77 0.00 4,458.96 1,967.19	0.00 0.00 0.00 1,967.19	1,967.19
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 780,000.00	779,980.11 0.00 0.00 779,980.11	147.33 368.33 221.00 442.00	0.00 0.00 0.00 442.00	442.00
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 2,145,000.00	2,144,970.83 0.00 0.00 2,144,970.83	255.61 697.13 255.61 697.13	0.00 0.00 0.00 697.13	697.13
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	10,281.26 0.00 12,468.76 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
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
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 770,000.00	769,985.91 0.00 0.00 769,985.91	57.75 173.25 57.75 173.25	0.00 0.00 0.00 173.25	173.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 1,625,000.00	1,624,761.29 0.00 0.00 1,624,761.29	217.12 501.04 217.12 501.04	0.00 0.00 0.00 501.04	501.04
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 1,025,000.00	0.00 1,024,783.93 0.00 1,024,783.93	0.00 0.00 175.39 175.39	0.00 0.00 0.00 175.39	175.39

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43815HAC1	Honda Auto Receivables Trust 2018-3 A3 Due 08/22/2022	08/21/2018 08/28/2018 0.00	30,980.79 0.00 30,980.79 0.00	25.39 76.18 0.00 50.79	0.00 0.00 0.00 50.79	50.79
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 1,188,396.25	1,314,487.61 0.00 126,101.23 1,188,386.38	1,039.91 1,949.84 940.15 1,850.08	0.00 0.00 0.00 1,850.08	1,850.08
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,640,000.00	1,639,622.31 0.00 0.00 1,639,622.31	276.98 519.33 276.98 519.33	0.00 0.00 0.00 519.33	519.33
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,900,000.00	1,899,715.00 0.00 0.00 1,899,715.00	278.67 522.50 278.67 522.50	0.00 0.00 0.00 522.50	522.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,340,000.00	1,339,859.03 0.00 0.00 1,339,859.03	226.31 424.33 226.31 424.33	0.00 0.00 0.00 424.33	424.33
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 730,000.00	0.00 729,837.06 0.00 729,837.06	0.00 0.00 210.08 210.08	0.00 0.00 0.00 210.08	210.08
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	24,319.44 0.00 31,402.78 7,083.34	0.00 0.00 0.00 7,083.34	7,083.34
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	8,225.00 0.00 13,475.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	1,708.44 0.00 6,367.81 4,659.37	0.00 0.00 0.00 4,659.37	4,659.37

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459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	262.51 0.00 2,887.50 2,624.99	0.00 0.00 0.00 2,624.99	2,624.99
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	520.75 0.00 2,256.58 1,735.83	0.00 0.00 0.00 1,735.83	1,735.83
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	11,312.83 0.00 13,575.40 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	5,391.94 0.00 6,655.68 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 474,300.36	535,607.20 0.00 61,407.53 474,199.67	526.20 986.62 465.87 926.29	0.00 0.00 0.00 926.29	926.29
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 740,000.00	739,887.22 0.00 0.00 739,887.22	167.73 314.50 167.73 314.50	0.00 0.00 0.00 314.50	314.50
47788EAC2	John Deere Owner Trust 2018-B A3 Due 11/15/2022	07/18/2018 07/25/2018 0.00	33,759.12 0.00 33,759.12 0.00	46.22 86.65 0.00 40.43	0.00 0.00 0.00 40.43	40.43
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 592,289.21	768,740.65 0.00 164,119.78 604,620.87	973.96 1,826.18 766.03 1,618.25	0.00 0.00 0.00 1,618.25	1,618.25
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 1,922,253.76	2,069,450.34 0.00 143,053.88 1,926,396.46	1,009.55 1,892.92 939.77 1,823.14	0.00 0.00 0.00 1,823.14	1,823.14

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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
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,290,000.00	1,289,884.93 0.00 0.00 1,289,884.93	298.13 559.00 298.13 559.00	0.00 0.00 0.00 559.00	559.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	7,952.00 0.00 10,224.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 975,000.00	974,950.57 0.00 0.00 974,950.57	173.33 325.00 173.33 325.00	0.00 0.00 0.00 325.00	325.00
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 583,660.15	684,880.03 0.00 101,296.81 583,583.22	560.15 1,050.29 477.30 967.44	0.00 0.00 0.00 967.44	967.44
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	2,798.78 0.00 4,585.24 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 1,539,597.50	1,665,642.58 0.00 126,126.37 1,539,516.21	1,428.83 2,679.05 1,320.63 2,570.85	0.00 0.00 0.00 2,570.85	2,570.85
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 3,049,725.50	19,303.96 0.00 25,531.04 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 2,299,057.00	17,812.22 0.00 24,328.89 6,516.67	0.00 0.00 0.00 6,516.67	6,516.67
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 0.00 713,419.85	3,245.31 0.00 4,526.35 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04

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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 3,598,128.00	40,500.00 40,500.00 6,750.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 625,000.00	624,681.25 0.00 0.00 624,681.25	1,182.73 0.00 1,508.25 325.52	0.00 0.00 0.00 325.52	325.52
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 2,273,392.50	15,900.00 0.00 20,868.75 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	1,590.10 0.00 2,699.48 1,109.38	0.00 0.00 0.00 1,109.38	1,109.38
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 1,904,461.00	18,940.83 0.00 24,511.67 5,570.84	0.00 0.00 0.00 5,570.84	5,570.84
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 1,286,078.20	5,732.64 0.00 9,172.22 3,439.58	0.00 0.00 0.00 3,439.58	3,439.58
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	13,819.53 0.00 16,936.72 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 1,290,000.00	1,289,759.67 0.00 0.00 1,289,759.67	200.67 376.25 200.67 376.25	0.00 0.00 0.00 376.25	376.25
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 955,000.00	0.00 954,979.66 0.00 954,979.66	0.00 0.00 301.36 301.36	0.00 0.00 0.00 301.36	301.36

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89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 2,825,000.00	2,824,475.68 0.00 0.00 2,824,475.68	326.44 612.08 326.44 612.08	0.00 0.00 0.00 612.08	612.08
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	23,603.47 0.00 30,684.51 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	248.62 0.00 7,707.18 7,458.56	0.00 0.00 0.00 7,458.56	7,458.56
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	29,144.02 0.00 40,353.26 11,209.24	0.00 0.00 0.00 11,209.24	11,209.24
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	25,169.84 0.00 34,850.54 9,680.70	0.00 0.00 0.00 9,680.70	9,680.70
912828L24	US Treasury Note Due 08/31/2022	10/17/2017 10/18/2017 0.00	4,478,906.25 0.00 4,478,906.25 0.00	14,450.97 17,947.16 0.00 3,496.19	0.00 0.00 0.00 3,496.19	3,496.19
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	34,369.57 0.00 42,684.78 8,315.21	0.00 0.00 0.00 8,315.21	8,315.21
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	224.45 0.00 6,957.87 6,733.42	0.00 0.00 0.00 6,733.42	6,733.42
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	34,116.85 0.00 42,370.92 8,254.07	0.00 0.00 0.00 8,254.07	8,254.07

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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	265.20 0.00 8,221.00 7,955.80	0.00 0.00 0.00 7,955.80	7,955.80
912828XG0	US Treasury Note Due 06/30/2022	08/15/2017 08/17/2017 0.00	912,764.73 0.00 912,764.73 0.00	6,444.29 7,223.85 0.00 779.56	0.00 0.00 0.00 779.56	779.56
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	33,021.74 0.00 41,010.87 7,989.13	0.00 0.00 0.00 7,989.13	7,989.13
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	13,487.57 0.00 20,013.81 6,526.24	0.00 0.00 0.00 6,526.24	6,526.24
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	3,790.76 0.00 5,013.59 1,222.83	0.00 0.00 0.00 1,222.83	1,222.83
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	703.30 0.00 1,362.64 659.34	0.00 0.00 0.00 659.34	659.34
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	41.44 0.00 1,284.53 1,243.09	0.00 0.00 0.00 1,243.09	1,243.09
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	5,995.90 7,125.00 39.15 1,168.25	0.00 0.00 0.00 1,168.25	1,168.25
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	941.30 0.00 1,542.13 600.83	0.00 0.00 0.00 600.83	600.83

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91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	2,016.71 0.00 2,992.54 975.83	0.00 0.00 0.00 975.83	975.83
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	2,407.69 0.00 4,664.90 2,257.21	0.00 0.00 0.00 2,257.21	2,257.21
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	0.00 3,100,987.50 0.00 3,100,987.50	0.00 (1,648.34) 3,005.80 1,357.46	0.00 0.00 0.00 1,357.46	1,357.46
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	4,165.88 4,525.89 411.44 771.45	0.00 0.00 0.00 771.45	771.45
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 2,260,000.00	2,259,525.40 0.00 0.00 2,259,525.40	324.56 885.17 324.56 885.17	0.00 0.00 0.00 885.17	885.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,232,275.49	1,389,892.83 0.00 157,712.35 1,232,180.48	823.96 2,247.17 730.47 2,153.68	0.00 0.00 0.00 2,153.68	2,153.68
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	23,611.11 0.00 29,277.78 5,666.67	0.00 0.00 0.00 5,666.67	5,666.67
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	783,516.35 0.00 0.00 783,516.35	1,007.42 0.00 1,694.29 686.87	0.00 0.00 0.00 686.87	686.87
			306,681,996.07	1,084,684.51	0.00	
			7,397,013.93	262,424.54	0.00	
			6,346,681.78	1,241,275.61	0.00	
Total Fixed Income			306,567,466.32	419,015.64	419,015.64	419,015.64

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CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	11/26/2021 11/26/2021 644,765.91	1,354,984.96 4,372,180.38 5,082,399.43 644,765.91	0.00 20.58 0.00 20.58	0.00 0.00 0.00 20.58	20.58
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 04/28/2022	04/29/2021 04/30/2021 500,000.00	499,999.98 0.00 0.00 499,999.98	623.33 0.00 723.33 100.00	0.00 0.00 0.00 100.00	100.00
			1,854,984.94	623.33	0.00	
			4,372,180.38	20.58	0.00	
			5,082,399.43	723.33	0.00	
Total Cash & Equivalent			1,144,765.91	120.58	120.58	120.58
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	01/15/2020 01/15/2020 71,473,420.92	68,473,420.92 13,300,000.00 10,300,000.00 71,473,420.92	11,797.14 0.00 23,323.82 11,526.68	0.00 0.00 0.00 11,526.68	11,526.68
			68,473,420.92	11,797.14	0.00	
			13,300,000.00	0.00	0.00	
			10,300,000.00	23,323.82	0.00	
Total Local Agency Investment Fund			71,473,420.92	11,526.68	11,526.68	11,526.68
			377,010,401.93	1,097,104.98	0.00	
			25,069,194.31	262,445.12	0.00	
			21,729,081.21	1,265,322.76	0.00	
TOTAL PORTFOLIO			379,185,653.15	430,662.90	430,662.90	430,662.90

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12/01/2021	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/02/2021	Purchase	79466LAG9	630,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	-625,275.00	-1,531.25	-626,806.25
12/02/2021	Sale	60934N807	626,806.25	Federated Investors Govt Oblig Fund Inst.	626,806.25	0.00	626,806.25
12/08/2021	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/10/2021	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
12/14/2021	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
12/15/2021	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	79,312.39	894.95	80,207.34
12/15/2021	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,455.24	2,476.19	48,931.43
12/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
12/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,301.85	669.67	30,971.52
12/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
12/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
12/15/2021	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	55,726.98	1,762.07	57,489.05
12/15/2021	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
12/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,008.66	376.25	36,384.91
12/15/2021	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	420.16	420.16

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12/15/2021	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,501.99	873.50	19,375.49
12/15/2021	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	145,672.09	1,762.79	147,434.88
12/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
12/15/2021	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,189.37	1,436.30	66,625.67
12/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
12/15/2021	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
12/16/2021	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
12/17/2021	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2021	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
12/19/2021	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/19/2021	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/20/2021	Interest	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	0.00	45,750.00	45,750.00
12/20/2021	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
12/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,518.61	885.17	58,403.78
12/20/2021	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	39,751.31	1,992.18	41,743.49

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12/20/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	6,490.96	9,554.21	16,045.17
12/20/2021	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	3,707.52	7,999.58	11,707.10
12/20/2021	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/21/2021	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	676.50	676.50
12/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
12/23/2021	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/24/2021	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
12/25/2021	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
12/25/2021	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,537.50	9,537.50
12/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2021	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
12/25/2021	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/26/2021	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
12/31/2021	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2021	Interest	912828N30	4,800,000.00	US Treasury Note	0.00	51,000.00	51,000.00

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12/31/2021	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
DEC 2021					586,168.22	666,429.28	1,252,597.50
01/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/15/2022	Interest	79466LAG9	1,255,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	3,987.24	3,987.24
01/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	139,747.66	1,546.71	141,294.37
01/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,343.64	1,278.22	66,621.86
01/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
01/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,559.77	2,401.47	48,961.24
01/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
01/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
01/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
01/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	73,663.34	773.33	74,436.67
01/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
01/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,322.56	648.96	30,971.52
01/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
01/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,540.54	839.43	19,379.97

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01/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
01/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	55,880.24	1,710.98	57,591.22
01/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,910.97	365.75	36,276.72
01/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
01/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
01/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
01/17/2022	Dividend	90LAIF\$00	4,119,868,981.92	Local Agency Investment Fund State Pool	0.00	23,032.61	23,032.61
01/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
01/18/2022	Maturity	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note	4,000,000.00	42,500.00	4,042,500.00
01/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
01/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
01/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,541.14	862.64	58,403.78
01/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	39,840.75	1,927.91	41,768.66
01/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50

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01/21/2022	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
01/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
01/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
01/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
01/25/2022	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
01/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,537.50	9,537.50
01/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
01/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
01/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/28/2022	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
01/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JAN 2022					4,563,350.61	437,219.25	5,000,569.86
02/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
02/11/2022	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
02/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50

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02/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	133,808.90	1,339.42	135,148.32
02/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
02/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
02/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
02/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	67,990.81	660.38	68,651.19
02/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,664.52	2,326.59	48,991.11
02/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
02/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
02/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,498.29	1,119.76	66,618.05
02/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	85,297.86	325.00	85,622.86
02/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,343.28	628.24	30,971.52
02/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
02/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
02/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,033.91	1,659.76	57,693.67

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02/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,812.22	355.27	36,167.49
02/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
02/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,579.17	805.28	19,384.45
02/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
02/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
02/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	35,286.28	72.69	35,358.97
02/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	39,930.40	1,863.50	41,793.90
02/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,563.68	840.10	58,403.78
02/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
02/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
02/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
02/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,446.63	9,446.63
02/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
02/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
02/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/28/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
02/28/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
FEB 2022					672,809.32	407,838.00	1,080,647.32
03/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
03/06/2022	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
03/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2022	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
03/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2022	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
03/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
03/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,364.01	607.51	30,971.52
03/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	127,855.80	1,140.93	128,996.73

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03/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
03/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,035.51	314.50	32,350.01
03/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,188.00	1,608.40	57,796.40
03/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,769.52	2,251.53	49,021.05
03/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,712.37	344.83	36,057.20
03/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
03/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
03/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
03/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
03/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,617.87	771.07	19,388.94
03/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,653.30	960.93	66,614.23
03/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	84,563.12	296.57	84,859.69
03/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
03/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
03/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	62,294.72	556.13	62,850.85
03/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
03/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25

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03/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,142.63	501.04	77,643.67
03/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	259,864.02	535.32	260,399.34
03/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
03/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,586.22	817.56	58,403.78
03/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,020.24	1,798.95	41,819.19
03/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
03/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
03/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
03/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,777.49	8,777.49
03/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
03/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
03/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
03/31/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00

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03/31/2022	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
MAR 2022					994,667.33	398,103.60	1,392,770.93
04/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
04/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,656.66	736.78	19,393.44
04/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,048.07	300.88	32,348.95
04/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
04/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
04/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,384.76	586.76	30,971.52
04/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
04/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,342.52	1,556.89	57,899.41
04/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,611.45	334.41	35,945.86
04/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
04/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,808.68	801.72	66,610.40
04/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,828.02	268.38	84,096.40

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04/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
04/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	121,888.31	951.28	122,839.59
04/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
04/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	56,575.00	460.61	57,035.61
04/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,874.75	2,176.31	49,051.06
04/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
04/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,166.41	477.26	77,643.67
04/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	260,864.27	537.38	261,401.65
04/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
04/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,608.78	795.00	58,403.78
04/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,110.28	1,734.25	41,844.53
04/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
04/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
04/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63

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04/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,105.76	8,105.76
04/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
04/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
04/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
04/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/28/2022	Maturity	89114W7M1	500,000.00	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	1,216.67	501,216.67
04/30/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
04/30/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
04/30/2022	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
APR 2022					1,483,767.96	408,503.05	1,892,271.01
05/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2022	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
05/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00

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05/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
05/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
05/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	50,831.54	373.86	51,205.40
05/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
05/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,906.40	770.48	116,676.88
05/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	65,964.43	642.13	66,606.56
05/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,092.54	240.44	83,332.98
05/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	46,980.22	2,100.92	49,081.14
05/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
05/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,405.53	565.99	30,971.52
05/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
05/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,695.52	702.42	19,397.94

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05/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,060.62	287.26	32,347.88
05/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,497.46	1,505.24	58,002.70
05/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
05/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,509.42	324.03	35,833.45
05/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
05/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
05/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,190.21	453.46	77,643.67
05/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	825,039.73	1,699.58	826,739.31
05/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,200.53	1,669.41	41,869.94
05/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
05/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,631.34	772.44	58,403.78
05/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
05/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
05/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
05/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
05/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	5,981.28	5,981.28
05/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
05/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
05/31/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
MAY 2022					1,536,005.49	238,589.40	1,774,594.89
06/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/10/2022	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	109,910.04	598.55	110,508.59
06/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
06/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,073.17	273.64	32,346.81
06/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
06/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	45,064.27	295.92	45,360.19
06/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,085.93	2,025.36	49,111.29
06/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,971.44	612.08	128,583.52
06/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,120.55	482.17	66,602.72

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	82,356.69	212.74	82,569.43
06/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
06/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
06/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,734.47	667.99	19,402.46
06/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,426.30	545.22	30,971.52
06/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,809.28	519.33	78,328.61
06/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
06/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,652.83	1,453.45	58,106.28
06/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,406.30	313.67	35,719.97
06/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
06/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,214.01	429.66	77,643.67
06/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/19/2022	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	233,017.46	480.01	233,497.47

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06/20/2022	Maturity	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	45,750.00	3,045,750.00
06/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
06/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,653.91	749.87	58,403.78
06/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,290.98	1,604.42	41,895.40
06/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
06/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
06/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/24/2022	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
06/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	5,381.27	5,381.27
06/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
06/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
06/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
06/26/2022	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

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06/30/2022	Interest	912828N30	4,800,000.00	US Treasury Note	0.00	51,000.00	51,000.00
06/30/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
JUN 2022					4,137,787.63	630,890.12	4,768,677.75
07/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/15/2022	Interest	79466LAG9	1,255,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	3,921.88	3,921.88
07/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,773.50	633.49	19,406.99
07/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,277.04	321.82	66,598.86
07/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	81,620.47	185.29	81,805.76
07/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,837.81	494.69	78,332.50
07/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
07/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	39,273.09	226.82	39,499.91
07/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,447.09	524.43	30,971.52
07/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	103,899.20	435.52	104,334.72
07/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
07/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,085.73	260.01	32,345.74

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07/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,808.62	1,401.52	58,210.14
07/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
07/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,191.87	1,949.63	49,141.50
07/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,302.07	303.34	35,605.41
07/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,013.03	584.36	128,597.39
07/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
07/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
07/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
07/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
07/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,237.81	405.86	77,643.67
07/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
07/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	538,761.47	1,109.85	539,871.32
07/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
07/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,676.50	727.28	58,403.78
07/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,381.63	1,539.28	41,920.91

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07/21/2022	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
07/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
07/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
07/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	3,993.96	3,993.96
07/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
07/25/2022	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
07/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
07/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/28/2022	Maturity	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	37,362.50	3,087,362.50
07/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JUL 2022					4,481,586.93	362,553.58	4,844,140.51
08/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2022	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

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08/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
08/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,812.62	598.91	19,411.53
08/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,098.30	246.37	32,344.67
08/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
08/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,054.64	556.62	128,611.26
08/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,196.71	293.05	35,489.76
08/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,467.90	503.62	30,971.52
08/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
08/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	56,964.84	1,349.45	58,314.29
08/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,866.34	470.05	78,336.39
08/15/2022	Paydown	47789JAD8	592,289.21	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	66,433.89	161.10	66,594.99
08/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,883.88	158.08	81,041.96
08/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	97,873.86	281.40	98,155.26
08/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
08/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	33,457.93	166.60	33,624.53
08/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,298.05	1,873.73	49,171.78
08/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
08/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,261.63	382.04	77,643.67
08/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	730,901.64	1,505.66	732,407.30
08/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
08/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,699.09	704.69	58,403.78
08/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,472.50	1,473.99	41,946.49
08/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
08/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,411.69	173.25	38,584.94
08/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2022	Interest	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	2,111.88	2,111.88
08/25/2022	Interest	3137BYQP7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
08/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38

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08/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
08/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/31/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
AUG 2022					1,650,155.51	397,285.67	2,047,441.18
09/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
09/06/2022	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
09/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/14/2022	Maturity	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	31,500.00	3,631,500.00
09/15/2022	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
09/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,488.72	482.80	30,971.52

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
09/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,851.81	564.26	19,416.07
09/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,110.87	232.73	32,343.60
09/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,121.50	1,297.23	58,418.73
09/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
09/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,090.23	282.78	35,373.01
09/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,096.26	528.87	128,625.13
09/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
09/15/2022	Paydown	43815NAC8	1,188,396.25	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	91,833.98	136.22	91,970.20
09/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,146.91	131.12	80,278.03
09/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	27,618.68	115.30	27,733.98
09/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,404.47	1,797.66	49,202.13
09/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,894.89	445.39	78,340.28
09/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
09/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
09/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
09/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,285.45	358.22	77,643.67
09/19/2022	Paydown	3137BM6P6	3,703,883.00	FHLMC K721 A2 3.09% Due 8/25/2022	820,148.15	1,689.50	821,837.65
09/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
09/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,721.68	682.10	58,403.78
09/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,563.56	1,408.56	41,972.12
09/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,420.97	164.61	38,585.58
09/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
09/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
09/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
09/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
09/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
09/30/2022	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
09/30/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEP 2022					5,260,798.13	385,833.53	5,646,631.66
10/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,509.55	461.97	30,971.52
10/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,923.46	420.72	78,344.18
10/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
10/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,278.58	1,244.87	58,523.45
10/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,982.62	272.54	35,255.16
10/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
10/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,123.45	219.08	32,342.53
10/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
10/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	21,755.26	72.95	21,828.21
10/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,511.13	1,721.42	49,232.55
10/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,137.89	501.12	128,639.01
10/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	79,409.57	104.40	79,513.97
10/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
10/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,891.08	529.55	19,420.63
10/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
10/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,309.28	334.39	77,643.67
10/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
10/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,744.29	659.49	58,403.78
10/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,654.82	1,342.99	41,997.81
10/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
10/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,430.26	155.96	38,586.22
10/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
10/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
10/25/2022	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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/31/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
10/31/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
10/31/2022	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
OCT 2022					742,661.24	394,199.50	1,136,860.74
11/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/01/2022	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
11/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
11/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	30,530.40	441.12	30,971.52
11/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
11/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,136.03	205.43	32,341.46
11/15/2022	Paydown	47789KAC7	1,922,253.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	57,436.09	1,192.37	58,628.46
11/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
11/15/2022	Paydown	58770FAC6	583,660.15	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	15,867.58	39.60	15,907.18
11/15/2022	Paydown	65479JAD5	1,539,597.50	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	47,618.03	1,645.01	49,263.04
11/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,179.53	473.36	128,652.89
11/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,952.03	396.04	78,348.07
11/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,320.25	424.33	70,744.58
11/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	34,873.85	262.34	35,136.19
11/15/2022	Paydown	477870AC3	474,300.36	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,930.44	494.75	19,425.19
11/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	78,671.86	77.93	78,749.79
11/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
11/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,333.12	310.55	77,643.67
11/20/2022	Paydown	92348AAA3	1,232,275.49	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	40,746.30	1,277.26	42,023.56
11/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	57,766.91	636.87	58,403.78
11/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,439.54	147.32	38,586.86
11/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
11/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2022	Interest	3137BYPQ7	3,300,810.60	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,990.71	7,990.71
11/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
11/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
11/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/30/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
NOV 2022					806,801.96	226,795.75	1,033,597.71
TOTAL					26,916,560.33	4,954,240.73	31,870,801.06

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Holdings by Maturity

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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	71,473,420.92	Various 0.20%	71,473,420.92 71,473,420.92	1.00 0.20%	71,473,420.92 23,323.82	18.64% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	644,765.91	Various 0.03%	644,765.91 644,765.91	1.00 0.03%	644,765.91 0.00	0.17% 0.00	Aaa AAA	0.00 0.00
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	100.25 0.27%	4,009,880.00 31,402.78	1.05% 1,280.00	Aaa NR	0.13 0.13
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	592,289.21	08/27/2019 1.90%	604,620.87 604,620.87	100.67 0.23%	596,253.98 766.03	0.16% (8,366.89)	Aaa NR	0.37 0.25
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,188,396.25	08/20/2019 1.79%	1,188,386.38 1,188,386.38	100.62 0.30%	1,195,721.52 940.15	0.31% 7,335.14	Aaa AAA	0.38 0.42
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	583,660.15	01/21/2020 1.85%	583,583.22 583,583.22	100.34 0.35%	585,655.69 477.30	0.15% 2,072.47	Aaa AAA	0.39 0.23
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.00 0.23%	500,019.50 723.33	0.13% 19.52	P-1 A-1	0.41 0.41
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	101.25 0.40%	3,037,437.00 40,920.83	0.80% (32,883.00)	A3 A-	0.47 0.47
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	101.15 0.45%	3,085,203.10 25,531.04	0.81% 35,477.60	A2 A	0.58 0.57
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,703,883.00	Various 2.22%	3,833,959.38 3,833,959.38	101.07 0.62%	3,743,470.21 9,537.50	0.98% (90,489.17)	Aaa NR	0.60 0.51
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	625,000.00	06/29/2021 0.64%	624,681.25 624,681.25	99.21 1.90%	620,067.50 1,508.25	0.16% (4,613.75)	A2 A+	0.62 0.62
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	99.98 0.43%	974,800.13 173.33	0.25% (150.44)	NR AAA	0.65 0.79
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	101.18 0.26%	3,642,321.60 13,475.00	0.95% 129,748.60	Aaa AAA	0.79 0.78
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	474,300.36	07/16/2019 2.23%	474,199.67 474,199.67	100.77 0.32%	477,934.45 465.87	0.12% 3,734.78	Aaa NR	1.05 0.40
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	102.22 0.56%	2,300,013.00 20,868.75	0.60% 26,620.50	A2 A	1.07 1.05

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912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00	102.00	4,896,187.20	1.29%	Aaa	1.08
				4,725,375.00	0.27%	42,684.78	170,812.20	AA+	1.07
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	102.43	2,560,747.50	0.67%	Aa2	1.13
				2,425,225.00	0.58%	14,513.89	135,522.50	AA	1.11
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29	99.73	1,620,545.88	0.42%	NR	1.13
				1,624,761.29	0.64%	217.12	(4,215.41)	AAA	1.03
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00	102.38	5,630,751.50	1.48%	Aaa	1.14
				5,418,930.00	0.28%	47,895.83	211,821.50	AA+	1.12
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	100.01	740,061.42	0.19%	Aaa	1.21
				739,887.22	0.50%	167.73	174.20	NR	0.83
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.90%	2,570,550.00	103.32	2,634,552.90	0.69%	A2	1.26
				2,570,550.00	0.90%	21,625.42	64,002.90	A-	1.23
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00	102.80	1,541,962.50	0.40%	A2	1.26
				1,454,530.00	0.58%	9,916.67	87,432.50	A	1.24
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,232,275.49	10/01/2019 1.95%	1,232,180.48	100.77	1,241,788.64	0.32%	NR	1.27
				1,232,180.48	0.39%	730.47	9,608.16	AAA	0.49
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	103.34	3,100,122.00	0.82%	Aa2	1.31
				2,982,300.00	0.64%	41,748.92	117,822.00	AA-	1.28
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87	100.25	982,421.58	0.26%	Aaa	1.34
				979,922.87	0.49%	357.16	2,498.71	AAA	0.73
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,539,597.50	10/16/2019 1.94%	1,539,516.21	100.90	1,553,440.02	0.41%	Aaa	1.35
				1,539,516.21	0.20%	1,320.63	13,923.81	AAA	0.52
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31	99.77	1,636,303.44	0.43%	NR	1.37
				1,639,622.31	0.55%	276.98	(3,318.87)	AAA	1.30
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,922,253.76	Various 1.00%	1,926,396.46	100.40	1,929,852.43	0.50%	Aaa	1.39
				1,926,396.46	0.52%	939.77	3,455.97	NR	0.68
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68	99.61	2,814,047.48	0.73%	Aaa	1.41
				2,824,475.68	0.56%	326.44	(10,428.20)	NR	1.29

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037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018	2,112,644.85	102.44	2,269,147.89	0.59%	Aa1	1.42
			3.54%	2,112,644.85	0.67%	4,134.67	156,503.04	AA+	1.40
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019	3,458,875.00	103.37	3,462,975.40	0.90%	Aaa	1.44
			2.18%	3,458,875.00	0.70%	1,708.50	4,100.40	NR	1.49
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019	2,056,900.00	104.29	2,085,880.00	0.55%	Aa2	1.48
			2.67%	2,056,900.00	0.50%	29,277.78	28,980.00	AA	1.44
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021	1,899,715.00	99.45	1,889,529.10	0.49%	Aaa	1.50
			0.34%	1,899,715.00	0.71%	278.67	(10,185.90)	AAA	1.46
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021	769,985.91	99.47	765,955.19	0.20%	Aaa	1.52
			0.27%	769,985.91	0.70%	57.75	(4,030.72)	NR	1.23
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020	1,289,759.67	99.83	1,287,772.17	0.34%	NR	1.55
			0.36%	1,289,759.67	0.53%	200.67	(1,987.50)	AAA	0.94
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various	4,527,967.50	103.62	4,714,932.95	1.24%	Aaa	1.55
			2.86%	4,527,967.50	0.41%	56,306.25	186,965.45	AA+	1.51
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021	949,901.96	99.40	944,276.26	0.25%	Aaa	1.61
			0.34%	949,901.96	0.72%	52.25	(5,625.70)	NR	1.57
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018	928,391.10	104.46	971,522.64	0.26%	A3	1.62
			3.49%	928,391.10	0.68%	12,210.13	43,131.54	A-	1.57
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018	3,931,662.11	104.07	4,006,521.75	1.05%	NR	1.63
			3.03%	3,931,662.11	0.76%	11,328.63	74,859.64	NR	1.51
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018	1,904,461.00	104.71	1,999,976.28	0.53%	Aa2	1.63
			3.56%	1,904,461.00	0.60%	24,511.67	95,515.28	AA-	1.58
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020	2,259,525.40	99.89	2,257,405.52	0.59%	Aaa	1.64
			0.48%	2,259,525.40	0.57%	324.56	(2,119.88)	NR	1.19
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018	2,299,057.00	104.55	2,404,551.10	0.63%	A1	1.69
			3.41%	2,299,057.00	0.69%	24,328.89	105,494.10	A+	1.64
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019	3,339,580.20	104.70	3,406,827.36	0.90%	A1	1.70
			2.79%	3,339,580.20	0.66%	34,302.58	67,247.16	A	1.64
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various	3,837,910.16	104.47	3,917,625.00	1.02%	Aaa	1.70
			2.97%	3,837,910.16	0.85%	2,204.38	79,714.84	NR	1.71
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021	1,339,859.03	99.43	1,332,309.75	0.35%	NR	1.71
			0.38%	1,339,859.03	0.74%	226.31	(7,549.28)	AAA	1.61

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36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83	99.28	2,129,611.77	0.56%	NR	1.72
				2,144,970.83	0.81%	255.61	(15,359.06)	AAA	1.70
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80	105.23	2,378,249.98	0.62%	A3	1.86
				2,258,146.80	0.79%	11,606.04	120,103.18	A-	1.80
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94	102.14	5,106,835.00	1.33%	Aaa	1.92
				4,909,960.94	0.50%	6,957.87	196,874.06	AA+	1.89
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	105.61	3,696,304.50	0.98%	Aaa	2.02
				3,602,165.00	0.58%	56,765.63	94,139.50	AA+	1.94
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97	103.49	4,657,149.00	1.22%	Aaa	2.08
				4,588,417.97	0.56%	42,370.92	68,731.03	AA+	2.02
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60	99.15	2,121,775.76	0.55%	A2	2.13
				2,138,480.60	0.85%	3,584.50	(16,704.84)	A	2.11
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88	104.71	5,235,545.00	1.38%	Aaa	2.21
				5,121,796.88	0.60%	40,353.26	113,748.12	AA+	2.14
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,300,810.60	04/22/2019 2.72%	3,324,406.25	103.33	3,410,836.52	0.89%	NR	2.22
				3,324,406.25	1.30%	7,990.71	86,430.27	AAA	2.14
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50	99.61	1,768,052.65	0.46%	A2	2.22
				1,774,112.50	0.93%	2,699.48	(6,059.85)	A	2.19
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	105.77	1,057,699.00	0.28%	Aaa	2.27
				1,045,410.00	0.69%	7,493.06	12,289.00	AA+	2.19
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	103.83	4,153,332.00	1.09%	Aaa	2.27
				4,000,280.00	0.67%	21,902.78	153,052.00	AA+	2.21
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20	105.15	1,335,391.03	0.35%	A1	2.28
				1,286,078.20	0.96%	9,172.22	49,312.83	A	2.19
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56	99.14	2,874,964.30	0.75%	Aaa	2.29
				2,892,976.56	0.63%	1,542.13	(18,012.26)	AA+	2.28
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06	99.61	727,154.46	0.19%	NR	2.33
				729,837.06	0.92%	210.08	(2,682.60)	AAA	2.23
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66	99.63	951,479.87	0.25%	NR	2.34
				954,979.66	0.88%	301.36	(3,499.79)	AAA	2.20

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43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93	100.01	1,025,078.93	0.27%	Aaa	2.35
				1,024,783.93	0.88%	175.39	295.00	NR	2.23
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93	99.12	1,278,593.82	0.33%	Aaa	2.38
				1,289,884.93	0.97%	298.13	(11,291.11)	NR	1.99
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	103.19	4,953,000.00	1.29%	Aaa	2.42
				4,833,281.25	0.67%	8,221.00	119,718.75	AA+	2.36
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11	99.41	775,406.58	0.20%	Aaa	2.46
				779,980.11	1.16%	221.00	(4,573.53)	AAA	1.24
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65	98.83	3,256,586.89	0.85%	A2	2.50
				3,299,268.65	1.30%	13,575.40	(42,681.76)	A-	2.46
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	105.42	5,798,342.00	1.53%	Aaa	2.54
				5,740,000.40	0.72%	73,352.43	58,341.60	AA+	2.43
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20	99.31	1,554,170.20	0.41%	A2	2.56
				1,565,968.20	1.24%	6,655.68	(11,798.00)	A-	2.51
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	103.30	5,061,548.10	1.33%	Aaa	2.58
				4,942,253.91	0.71%	41,010.87	119,294.19	AA+	2.50
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	102.48	732,711.27	0.19%	A1	2.71
				713,419.85	1.22%	4,526.35	19,291.42	A+	2.62
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38	104.34	5,217,190.00	1.37%	Aaa	2.71
				5,140,234.38	0.75%	34,850.54	76,955.62	AA+	2.62
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	105.72	4,228,856.00	1.11%	Aaa	2.79
				4,206,760.00	0.79%	24,916.67	22,096.00	AA+	2.67
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45	104.29	3,530,284.20	0.92%	Aa2	2.84
				3,462,753.45	0.86%	13,540.00	67,530.75	AA-	2.74
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00	102.23	3,578,176.00	0.93%	Aaa	2.88
				3,564,275.00	0.84%	7,267.36	13,901.00	AA+	2.80
912828D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75	104.18	4,167,344.00	1.09%	Aaa	2.92
				4,090,468.75	0.80%	7,707.18	76,875.25	AA+	2.83
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	103.08	3,710,998.80	0.97%	A2	2.92
				3,598,128.00	1.17%	6,750.00	112,870.80	A	2.82

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of November 30, 2021



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
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21	102.89	2,667,966.22	0.70%	A2	2.94
				2,624,484.21	1.15%	3,561.77	43,482.01	A	2.85
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	102.84	4,262,618.52	1.12%	A1	3.06
				4,136,171.15	1.10%	30,684.51	126,447.37	AA-	2.94
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20	102.17	4,311,527.58	1.13%	Aaa	3.11
				4,282,878.20	0.91%	27,430.00	28,649.38	AA+	3.01
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25	101.85	6,696,939.95	1.75%	Aaa	3.21
				6,569,937.25	0.91%	29,861.46	127,002.70	AA+	3.11
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81	100.73	7,051,408.00	1.84%	Aaa	3.25
				7,108,007.81	0.90%	20,013.81	(56,599.81)	AA+	3.18
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80	98.81	5,207,471.45	1.36%	Aaa	3.39
				5,259,143.80	0.98%	3,568.23	(51,672.35)	AA+	3.35
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00	101.74	1,017,437.00	0.27%	A2	3.39
				1,037,330.00	1.55%	2,256.58	(19,893.00)	A-	3.26
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02	101.81	2,810,935.45	0.73%	A2	3.42
				2,862,660.02	1.31%	4,256.54	(51,724.57)	A-	3.30
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90	98.10	6,082,392.20	1.59%	Aaa	3.55
				6,196,731.90	1.05%	14,122.22	(114,339.70)	AA+	3.49
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00	99.15	2,974,536.00	0.78%	A2	3.55
				3,007,920.00	1.57%	17,806.50	(33,384.00)	A-	3.43
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60	97.79	6,160,933.80	1.61%	Aaa	3.64
				6,277,899.60	0.99%	8,531.25	(116,965.80)	AA+	3.60
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50	97.35	5,841,096.00	1.52%	Aaa	3.67
				5,879,062.50	0.99%	5,013.59	(37,966.50)	AA+	3.63
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20	97.59	6,133,500.08	1.60%	Aaa	3.74
				6,260,439.20	1.03%	6,285.00	(126,939.12)	AA+	3.69
3137EAEEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05	97.41	6,132,104.29	1.60%	Aaa	3.82
				6,276,346.05	1.07%	4,458.96	(144,241.76)	AA+	3.77
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00	97.16	3,108,998.40	0.81%	Aaa	3.84
				3,130,375.00	1.01%	1,362.64	(21,376.60)	AA+	3.80
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85	97.77	6,159,629.71	1.61%	Aaa	3.91
				6,272,360.85	1.08%	2,887.50	(112,731.14)	AAA	3.85

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of November 30, 2021



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
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.00 1.03%	5,819,766.00 1,284.53	1.52% (103,359.00)	Aaa AA+	3.92 3.88
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	97.82 1.07%	6,162,609.60 2,100.00	1.61% (117,285.40)	Aaa AA+	3.94 3.88
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	97.34 1.06%	3,698,764.20 39.15	0.96% (33,102.99)	Aaa AA+	4.00 3.95
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	97.77 1.45%	2,933,112.00 12,468.76	0.77% (36,588.00)	Aa2 AA+	4.03 3.92
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	98.87 1.27%	4,810,010.91 2,567.64	1.25% (33,972.29)	A1 AA	4.37 4.25
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	98.76 1.44%	794,991.44 411.44	0.21% (12,613.61)	A3 A+	4.38 4.25
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	98.67 1.19%	6,305,115.24 6,367.81	1.65% (55,618.56)	Aaa AAA	4.39 4.29
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	98.21 1.53%	3,265,539.03 16,936.72	0.86% (57,997.97)	A1 A+	4.55 4.39
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	98.13 1.62%	2,229,531.78 10,224.00	0.58% (41,838.14)	Aa3 AA+	4.63 4.46
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	98.92 1.29%	776,526.71 1,694.29	0.20% (6,989.64)	Aa2 AA	4.72 4.57
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	105.70 1.37%	1,585,453.50 3,316.25	0.41% (972.28)	NR NR	4.74 4.40
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	98.24 1.13%	1,542,402.54 2,992.54	0.40% (16,497.07)	Aaa AA+	4.75 4.64
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	98.26 1.63%	1,685,231.03 4,585.24	0.44% (28,191.17)	Aa3 AA-	4.79 4.61
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	98.76 1.14%	3,091,119.14 4,664.90	0.81% 7,946.87	Aaa AA+	4.84 4.71

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of November 30, 2021



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
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	99.91 1.14%	3,117,073.44 3,005.80	0.81% 16,085.94	Aaa AA+	4.92 4.77
TOTAL PORTFOLIO		379,185,653.15	1.28%	380,350,515.03 380,350,515.03	0.72%	382,396,366.20 1,265,322.76	100.00% 2,045,851.17	Aa1 AA	2.11 2.04
TOTAL MARKET VALUE PLUS ACCRUED						383,661,688.96			

City of Corona Consolidated

Account #10003

Issuer Report

As of November 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$74,720,000.00	\$74,760,262.52	\$75,440,390.32	\$75,704,465.83	19.73%
Local Agency Investment Fund	\$71,473,420.92	\$71,473,420.92	\$71,473,420.92	\$71,496,744.74	18.64%
Federal Home Loan Mortgage Corp	\$43,174,693.60	\$43,625,389.08	\$43,831,793.37	\$43,967,037.26	11.46%
Federal National Mortgage Association	\$37,275,000.00	\$37,262,293.10	\$37,106,428.41	\$37,215,097.05	9.70%
Federal Home Loan Bank	\$18,000,000.00	\$18,594,615.40	\$18,934,533.50	\$19,118,964.07	4.98%
Inter-American Dev Bank	\$13,990,000.00	\$13,881,906.80	\$13,957,316.84	\$14,008,562.43	3.65%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$6,159,629.71	\$6,162,517.21	1.61%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,828,194.09	\$5,850,681.75	1.52%
Bank of America Corp	\$5,550,000.00	\$5,578,470.00	\$5,609,088.90	\$5,648,520.82	1.47%
Honda ABS	\$5,588,396.25	\$5,587,840.38	\$5,589,723.10	\$5,591,470.67	1.46%
Toyota ABS	\$5,070,000.00	\$5,069,215.01	\$5,053,299.52	\$5,054,127.99	1.32%
John Deere ABS	\$5,018,843.33	\$5,034,989.15	\$5,022,696.10	\$5,025,333.63	1.31%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,810,010.91	\$4,812,578.55	1.25%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,262,618.52	\$4,293,303.03	1.12%
Charles Schwab Corp/The	\$4,025,000.00	\$4,047,505.00	\$4,068,065.65	\$4,091,633.88	1.07%
Toronto Dominion Holdings	\$3,680,000.00	\$3,690,539.18	\$3,835,386.81	\$3,869,794.03	1.01%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,710,998.80	\$3,717,748.80	0.97%
Hyundai Autot Receivables	\$3,710,000.00	\$3,709,318.40	\$3,695,767.65	\$3,696,481.02	0.96%
Deere & Company	\$3,640,000.00	\$3,593,010.60	\$3,663,738.26	\$3,677,239.43	0.96%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,530,284.20	\$3,543,824.20	0.92%
Verizon Owner Trust	\$3,492,275.49	\$3,491,705.88	\$3,499,194.16	\$3,500,249.19	0.91%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,406,827.36	\$3,441,129.94	0.90%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,349,772.62	\$3,373,588.79	0.88%
Toyota Motor Corp	\$3,325,000.00	\$3,323,537.00	\$3,265,539.03	\$3,282,475.75	0.86%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,137,262.37	\$3,166,117.61	0.83%
ChevronTexaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,100,122.00	\$3,141,870.92	0.82%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,085,203.10	\$3,110,734.14	0.81%
Truist Financial Corporation	\$3,000,000.00	\$3,070,320.00	\$3,037,437.00	\$3,078,357.83	0.80%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,933,112.00	\$2,945,580.76	0.77%
Wal-Mart Stores	\$2,785,000.00	\$2,840,416.35	\$2,862,406.71	\$2,893,378.78	0.75%

City of Corona Consolidated

Account #10003

Issuer Report

As of November 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Bank of Montreal Chicago	\$2,761,000.00	\$2,862,660.02	\$2,810,935.45	\$2,815,191.99	0.73%
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,667,966.22	\$2,671,527.99	0.70%
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,560,747.50	\$2,575,261.39	0.67%
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,269,147.89	\$2,273,282.56	0.59%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,229,531.78	\$2,239,755.78	0.58%
GM Financial Automobile Leasing Trust	\$2,145,000.00	\$2,144,970.83	\$2,129,611.77	\$2,129,867.38	0.56%
Hyundai Auto Lease Securitization	\$1,900,000.00	\$1,899,715.00	\$1,889,529.10	\$1,889,807.77	0.49%
Metlife Inc	\$1,715,000.00	\$1,713,422.20	\$1,685,231.03	\$1,689,816.27	0.44%
Mercedes-Benz Auto Lease Trust	\$1,558,660.15	\$1,558,533.79	\$1,560,455.82	\$1,561,106.45	0.41%
Nissan ABS	\$1,539,597.50	\$1,539,516.21	\$1,553,440.02	\$1,554,760.65	0.41%
BMW Vehicle Lease Trust	\$950,000.00	\$949,901.96	\$944,276.26	\$944,328.51	0.25%
United Health Group Inc	\$805,000.00	\$807,605.05	\$794,991.44	\$795,402.88	0.21%
GM Financial Securitized Term Auto Trust	\$780,000.00	\$779,980.11	\$775,406.58	\$775,627.58	0.20%
Federated Govt Obligation Money Market Fund	\$644,765.91	\$644,765.91	\$644,765.91	\$644,765.91	0.17%
Salesforce.com Inc	\$625,000.00	\$624,681.25	\$620,067.50	\$621,575.75	0.16%
TOTAL	\$379,185,653.15	\$380,350,515.03	\$382,396,366.20	\$383,661,688.96	100.00%



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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.

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Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 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.

City of Corona Consolidated

Account #10003

Corona Supplemental

As of November 30, 2021



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$31,752,772.72	\$31,713,400.08	\$31,765,686.72	8.29%			
Agency	\$78,995,000.00	\$79,745,872.90	\$79,509,058.90	20.74%	1,559	1,011	3.761
CMO	\$19,454,693.60	\$20,126,882.38	\$19,973,238.68	5.21%			
Corporate	\$77,970,000.00	\$79,104,383.44	\$78,107,060.30	20.37%			
LAIF	\$74,473,420.92	\$74,473,420.92	\$74,473,420.92	19.43%	1	1	0.680
Money Market Fund	\$644,765.91	\$644,765.91	\$644,765.91	0.17%			
Municipal Bonds	\$3,385,000.00	\$3,530,284.20	\$3,462,753.45	0.90%			
Negotiable CD	\$500,000.00	\$500,019.50	\$499,999.98	0.13%	203	113	0.250
Supranational	\$20,290,000.00	\$20,116,946.55	\$20,154,267.65	5.26%			
US Treasury	\$74,720,000.00	\$75,440,390.32	\$74,760,262.52	19.50%	1,699	864	4.337
TOTAL PORTFOLIO	\$382,185,653.15	\$385,396,366.20	\$383,350,515.03	100.00%	1374	834	1.28
AVERAGE DAILY BALANCE			\$378,281,987.00				

Portfolio Performance

November 30, 2021

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%
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%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
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%
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%	0.098%	0.238%
8/31/2020	0.049%	0.066%	0.051%
9/30/2020	0.012%	0.056%	0.016%
10/31/2020	-0.041%	0.060%	-0.034%
11/30/2020	0.137%	0.048%	0.133%
12/31/2020	0.164%	0.047%	0.159%
1/31/2021	-0.022%	0.049%	-0.018%
2/28/2021	-0.335%	0.031%	-0.299%
3/31/2021	-0.129%	0.031%	-0.117%
4/30/2021	0.212%	0.035%	0.195%
5/31/2021	0.228%	0.027%	0.213%
6/30/2021	-0.209%	0.022%	-0.181%
7/31/2021	0.329%	0.024%	0.283%
8/31/2021	-0.040%	0.019%	-0.029%
9/30/2021	-0.253%	0.017%	-0.208%
10/31/2021	-0.464%	0.026%	-0.378%
11/30/2021	-0.053%	0.017%	-0.041%



MEMORANDUM

January 4, 2022

TO: City Clerk

FROM: Kim Sitton
Finance Director

SUBJECT: Monthly Fiscal Report, November 2021

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 November 2021, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lillian Davis
Financial Analyst

DS
ll

DocuSigned by:
Christine Thompson
Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
Finance Director

DocuSigned by:
Roger Bradley
Assistant City Manager

DocuSigned by:
Chad Willardson
City Treasurer



CITY OF CORONA

Receipts and Disbursements

NOVEMBER 30, 2021

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 9,406,922.56	\$ 33,902,137.70	\$ 36,572,270.47	\$ 6,736,789.79
Deposits in Transit	317,582.21	1,439,906.18	317,582.21	1,439,906.18
Outstanding Checks	(7,076,092.54)	7,076,092.54	4,736,527.21	(4,736,527.21)
Fiscal Agents	12,746,159.56	3,078,446.51	6,803,400.02	9,021,206.05
Investments	377,010,401.94	27,383,369.49	24,043,256.36	380,350,515.07
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	134.24	73,551.04	71,097.82	2,587.46
Credit Card Reconciling Items- Fees	(2,363.64)	2,363.64	2,070.79	(2,070.79)
TOTAL	\$ 392,412,892.33	\$ 72,955,867.10	\$ 72,546,204.88	\$ 392,822,554.55

*For information purposes only

Subject to final audit



CITY OF CORONA
Cash Status Report
NOVEMBER 30, 2021

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 71,473,420.92	\$ -	\$ -	\$ -	\$ 71,473,420.92
Investment Account	308,877,094.15				308,877,094.15
Investment Total	380,350,515.07				380,350,515.07
General Account - Bank of America	6,268,858.14	1,321,999.26	(4,650,688.64)	516.67	2,940,685.43
Worker's Comp Account - Bank of America	467,931.65	117,906.92	(85,838.57)		500,000.00
Fiscal Agent Accounts	9,021,206.05				9,021,206.05
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 396,118,658.91	\$ 1,439,906.18	\$ (4,736,527.21)	\$ 516.67	392,822,554.55
GENERAL LEDGER GRAND TOTAL					<u>\$ 392,822,554.55</u>
Subject to final audit					



CITY OF CORONA
Cash Balance By Fund
NOVEMBER 30, 2021

General Fund		\$ 101,068,742.79
Special Revenue Funds		
Gas Tax	8,721,446.34	
Measure A	18,395,079.72	
Trip Reduction	1,358,442.38	
Asset Forfeiture	529,939.74	
Development	26,705,926.05	
Residential Refuse/Recycling	32,380.90	
Landscape and Streetlight Maintenance	20,928,674.04	
Other Grants and Endowments	15,633,305.09	92,305,194.26
Debt Service Funds		
Public Financing Authority	20.40	20.40
Capital Project Funds		
Housing/Community Development	91,481.11	
Planned Local Drainage	341,931.50	
Other Grants	(2,029,485.70)	
Public Facility Project	(4,273,280.03)	
Corona Housing Authority	19,237,257.42	13,367,904.30
Enterprise Funds		
Water Utility	31,523,036.47	
Water Reclamation Utility	78,054,775.37	
Transit	641,036.10	
Electric Utility	25,393,213.78	
Airport	1,306,890.44	136,918,952.16
Internal Service Funds		
Fleet Operations	5,440,998.87	
Workers' Compensation	24,959,949.77	
Liability Risk	286,083.56	
Warehouse Services	478,459.09	
Information Technology	4,579,130.86	35,744,622.15
Fiduciary Funds		
AD & CFD Bond Funds	9,274,384.43	
AB109 PACT	24,840.15	
Successor Agency	4,117,893.91	13,417,118.49
Total All Funds		<u>\$ 392,822,554.55</u>

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
NOVEMBER 30, 2021

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	31,752,772.72	31,713,400.08	31,765,686.72	8.35%
Agency	78,995,000.00	79,745,872.90	79,509,058.90	20.90%
CMO	19,454,693.60	20,126,882.38	19,973,238.68	5.25%
Commercial Paper	-	-	-	0.00%
Corporate	77,970,000.00	79,104,383.44	78,107,060.30	20.54%
LAIF	71,473,420.92	71,473,420.92	71,473,420.92	18.79%
Money Market Fund FI	644,765.91	644,765.91	644,765.95	0.17%
Municipal Bonds	3,385,000.00	3,530,284.20	3,462,753.45	0.91%
Negotiable CD	500,000.00	500,019.50	499,999.98	0.13%
Supranational	20,290,000.00	20,116,946.55	20,154,267.65	5.30%
US Treasury	74,720,000.00	75,440,390.32	74,760,262.52	19.66%
TOTAL PORTFOLIO	\$ 379,185,653.15	\$ 382,396,366.20	\$ 380,350,515.07	100.00%

Average Daily Balance

Subject to final audit

ORDINANCE NO. 3342

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, ADDING CHAPTER 16.18 TO THE CORONA MUNICIPAL CODE TO IMPLEMENT SENATE BILL NO. 9 TO ALLOW FOR TWO-UNIT HOUSING DEVELOPMENTS AND URBAN LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS.

WHEREAS, on September 16, 2021, Governor Newsom signed into law Senate Bill No. 9 (Atkins) (“SB 9”), which amends Section 66452.6 of, and adds Sections 65852.21 and 66411.7 to, the California Government Code and requires that cities and counties to ministerially approve the subdivision of a parcel zoned for single-family residential use into two parcels (urban lot split) and ministerially approve a housing development of no more than two units per parcel in a single-family residential zone (two-unit housing development) if certain statutory criteria are satisfied; and

WHEREAS, SB 9 specifically authorizes local agencies to impose objective zoning, subdivision, and design standards consistent with the bill’s provisions, and to adopt an ordinance to implement its provisions; and

WHEREAS, adoption of this ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to California Government Code Section 65852.21(j) and Section 66411.7(n) relating to implementation of SB 9.

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

SECTION 1. CEQA Findings. Pursuant to California Government Code Sections 65852.21(j) and 66411.7(n), which states that an ordinance adopted to implement the provisions of SB 9 shall not be considered a project under the California Environmental Quality Act (CEQA), this ordinance is statutorily exempt from CEQA in that it implements the new laws enacted by SB 9. Therefore, no environmental analysis is required.

SECTION 2. Addition of Chapter 16.18. Chapter 16.18 (Urban Lot Splits and Two-Unit Housing Development) is hereby added to Title 16 (Subdivisions) of the Corona Municipal Code to read as provided in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 3. 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 4. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

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 19th day of January, 2022

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 5th day of January, 2022 and thereafter at a regular meeting held on the 19th day of January, 2022, 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 19th day of January, 2022.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

CHAPTER 16.18 URBAN LOT SPLITS AND TWO-UNIT HOUSING DEVELOPMENTS

Sections

- 16.18.010 Purpose.
- 16.18.020 Applicability.
- 16.18.030 Definitions.
- 16.18.040 Eligibility requirements.
- 16.18.050 General requirements; Deed restriction required.
- 16.18.060 Urban lot split regulations.
- 16.18.070 Two-unit housing development regulations.
- 16.18.080 Application and review procedures.

16.18.010 Purpose.

The purpose of this chapter is to implement Government Code sections 68582.21 and 66411.7, herein referred to as Senate Bill 9, by establishing objective local development standards and regulations for projects covered by Senate Bill 9. The establishment of these regulations will result in the orderly subdivision and development of qualified projects while ensuring that the new units do not create any significant impacts with regards to public infrastructure or public safety. This chapter shall apply only so long as Senate Bill 9 is operative.

16.18.020 Applicability.

This chapter shall apply only to voluntary and intentional applications for two-unit housing developments and/or urban lot splits, as defined in § 16.18.030. Owners of real property or their representatives may continue to exercise rights for property development in conformance with other provisions of this Title 16 or Title 17. Development applications that do not satisfy the definitions for a two-unit housing development or an urban lot split, as defined in § 16.18.030, shall not be subject to this chapter. It is not the intent of this chapter to override any lawful use restrictions as may be set forth in Conditions, Covenants, and Restrictions (CC&Rs) of a common interest development.

16.18.030 Definitions.

Unless the context of a particular provision otherwise requires, the definitions provided in this section shall govern the construction, meaning and application of words and phrases used in this chapter.

“**Accessory dwelling unit**” means as defined in § 17.85.020 of this code.

"Acting in concert" means persons, as defined by § 82047 of the Government Code as that section existed on the date of the adoption of this chapter, acting jointly to pursue development of real property whether or not pursuant to a written agreement and irrespective of individual financial interest.

"Car share vehicle facility" means a facility of fixed location approved by the city to permit the storage, pick-up, and drop-off of a car share vehicle.

"Car share vehicle" means a vehicle available for sharing located in a car share vehicle facility approved by the City.

"Conservation Easement" means restrictive covenants that run with the land and bind upon successive owners that protects against future development such as preservation of open space, scenic, riparian, historical, agricultural, forested, or similar conditions.

"Director" means the Planning and Development Director of the City of Corona or his or her designee.

"Existing dwelling unit" means a primary dwelling unit or other dwelling unit on a parcel that exists prior to submittal of an application for an urban lot split or a two-unit housing development where at least 50% of the exterior wall framing will remain intact. Any existing dwelling unit where more than 50% of the exterior wall framing is proposed to be removed is considered a new dwelling unit for purposes of this chapter.

"Junior accessory dwelling unit" means as defined in § 17.85.020 of this code.

"Low income household" shall have the meaning set forth in California Health and Safety Code § 50079.5.

"Moderate income household" shall have the meaning set forth in California Health and Safety Code § 50093.

"New dwelling unit" means either a new, additional dwelling unit that is created or an existing dwelling unit that is expanded, but does not include an accessory dwelling unit or a junior accessory dwelling unit.

"Single-family residential parcel" means a parcel of real property located within a single-family residential zone.

"Single-family residential zone" means the A-14.4, R-1A, R-20.0, R-12.0, R-1-9.6, R-1.8.4, R-1-7.2, R-1-14.4 zone, a single-family residential land use adopted by a specific plan, or an equivalent single-family residential zone.

"Subject parcel" means the parcel of real property that is the subject of an application for an urban lot split or a two-unit housing development.

“Two-unit housing development” means a housing development containing no more than two (2) dwelling units on a single-family residential parcel as permitted pursuant to SB 9.

“Urban lot split” means a parcel map subdivision of a single-family residential parcel as permitted pursuant to SB 9 that creates no more than two (2) parcels of approximately equal lot area.

16.18.040 Eligibility requirements.

An urban lot split and/or a two-unit housing development must satisfy all of the following eligibility requirements. It shall be the responsibility of the applicant to demonstrate to the reasonable satisfaction of the Director that each of these requirements is satisfied.

- (A) The subject parcel shall be located within a single-family residential zone.
- (B) The applicant shall be the record owner of the subject parcel.
- (C) The subject parcel was legally created in compliance with the Subdivision Map Act (Government Code § 66410 *et seq.*) and Title 16 of this code, as applicable at the time the parcel was created. The Director may require a certificate of compliance to verify conformance with this requirement.
- (D) The subject parcel shall not be located within an historic district or included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or designated or listed on the Corona Register of Historic Resources or the Corona Heritage Inventory.
- (E) The demolition or alteration of any of the following types of housing would be prohibited on the subject parcel as part of the urban lot split or two-unit housing development: (1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income. (2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power. (3) Housing that has been occupied by a tenant in the last three years.
- (F) The subject parcel is not a parcel on which an owner of residential real property has exercised the owner's rights under Government Code § 7060 *et seq.* to withdraw accommodations from rent or lease within 15 years before the date that the applicant submits an application for an urban lot split and/or a two-unit housing development.
- (G) The subject parcel shall not be located within a special flood hazard area, as defined in § 18.08.191 of this code.
- (H) The subject parcel shall not be located within a very high fire hazard severity zone pursuant to chapter 15.16 of this code, unless the subject parcel complies with fire hazard

mitigation measures adopted pursuant to Title 15 of this code.

(I) The subject parcel is not identified as a hazardous waste site pursuant to Government Code § 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Health and Safety Code § 25356, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use.

(J) The subject parcel is not encumbered by a conservation easement.

(K) In the case of an urban lot split, the subject parcel shall not have been established through a prior urban lot split.

(L) In the case of an urban lot split, the subject parcel is not adjacent to any parcel or lot that was established through an urban lot split by the owner of the subject parcel or by any person acting in concert with the owner of the subject parcel.

16.18.050 General requirements; Deed restriction required.

An urban lot split and/or a two-unit housing development shall be subject to the following general requirements, which shall be accepted and acknowledged by the record owner of the subject parcel by signing a deed restriction, on a form approved by the City Attorney, which the city will record against the subject parcel prior to or concurrently with the recordation of the parcel map. The record owner of the subject parcel shall pay a fee established by resolution of the City Council to cover all recording fees.

(A) **No non-residential uses.** Non-residential uses shall be prohibited on the subject parcel, except for home occupations permitted pursuant to chapter 17.80 of this code.

(B) **Occupancy requirement.** The record owner shall occupy one of the dwelling units on the subject parcel as their principal residence for at least three (3) years from the date of the city's approval of the urban lot split.

(C) **No short term rentals.** Leases or rental agreements for less than thirty (30) days, including short-term rentals, are prohibited.

(D) **No subsequent urban lot splits.** Any subsequent urban lot split of the subject parcel shall be prohibited.

(E) **Maximum of two dwelling units.** No more than two (2) dwelling units of any kind may be constructed or maintained on a parcel created by an urban lot split. Accessory dwelling units and junior accessory dwelling units shall be prohibited on a subject parcel where a two-unit housing development is established.

(F) **Common ownership.** Dwelling units located on the same parcel shall not be owned or

conveyed separately from one another. Fee interest in a parcel and all dwelling units located thereon must be held equally and undivided by the record owners of the parcel. Separate conveyance of the two parcels created by an urban lot split is permitted, subject to the requirements of §16.18.050(B) above.

(G) **Affordable housing requirement.** At least one of the dwelling units established as part of a two-unit housing development shall be available at a rental rate affordable to low income or moderate income households if one or both of the units is rented or leased.

16.18.060 Urban lot split regulations.

The following objective standards and regulations shall apply to all urban lot splits:

(A) **Development Plan Review.** Prior to submittal of a parcel map for an urban lot split pursuant to Chapter 16.20 of this code, the parcel map and other development plans shall first be submitted for development plan review (DPR) pursuant to Chapter 17.102 of this code.

(B) **Parcel map required.** An urban lot split shall require approval of a parcel map pursuant to chapter 16.20 of this code; provided that a parcel map for an urban lot split shall expire unless it is recorded within twelve (12) months of approval by the City Engineer. A note shall be included on the parcel map indicating that the parcels were created pursuant to this chapter and that no further subdivision of the parcels is permitted.

(C) **Maximum of two parcels.** The urban lot split shall create no more than two (2) new parcels of approximately equal area provided that one parcel shall not be smaller than forty percent (40%) of the lot area of the original parcel proposed for subdivision.

(D) **Minimum parcel size.** Each parcel created by an urban lot split shall not be smaller than 1,200 square feet in area.

(E) **Perpendicular split.** The subject parcel shall be split approximately perpendicular to the longest contiguous property line.

(F) **Public right-of-way access.** Each parcel created by an urban lot split shall adjoin the public right-of-way.

(G) **Minimum lot width.** The width of any parcel created by an urban lot split shall not be less than 75% of the lot width of the original parcel proposed for subdivision. The lot width is determined pursuant to the definition provided in Chapter 17.04 for “lot width” and “flag lot”.

(H) **Flag lots.** No flag lots shall be created as a result of an urban lot split if the subject parcel is located adjacent to an alley or has access from an alley. Flag lots providing an access corridor to the public right-of-way shall have a width of not less than 12 feet.

(I) **Dedications and improvements.** Dedications of rights-of-way and construction of

offsite improvements shall not be required as a condition of an urban lot split; however any easements necessary for the provision of public services and facilities shall be required.

(J) **Sewer.** Each parcel created by an urban lot split shall be connected to the city sewer system or shall provide a private wastewater system that is fully contained within the new parcel boundaries provided such private wastewater system is otherwise permitted by this code.

(K) **Nonconforming zoning conditions.** The city shall not require, as a condition of approval of an urban lot split, the correction of nonconforming zoning conditions. However, no new nonconforming conditions may be created from the urban lot split other than reduced side and rear setbacks pursuant to §16.18.070(F).

16.18.070 Two-unit housing development regulations.

The following objective standards and regulations shall apply to all two-unit housing developments:

(A) **Maximum number.** No more than two (2) dwelling units are permitted on a subject parcel.

(B) **Maximum size.** The maximum size of each dwelling unit permitted in connection with a two-unit housing development shall be as follows; provided that a garage attached to either dwelling unit shall not be counted toward the floor area of the dwelling unit:

(1) The total floor area of each new dwelling unit shall not exceed 800 square feet.

(2) An existing dwelling unit that was legally established on the subject parcel prior to the submittal of an application for a two-unit housing development and has a total floor area of at least 800 square feet shall be limited to its current lawful floor area and may not be expanded.

(3) An existing dwelling unit that was legally established on the subject parcel prior to the submittal of an application for a two-unit housing development and has a total floor area less than 800 square feet may be expanded up to 800 square feet.

(C) **Development standards.** The development standards of the single-family residential zone in which the subject parcel is located that are not otherwise in conflict with the standards set forth in this chapter shall apply to a two-unit housing development unless the applicant demonstrates to the satisfaction of the Director that one or more of said development standards would physically preclude either of the two dwelling units from being at least 800 square feet in floor area.

(D) **Separate entrances.** Each dwelling unit created by a two-unit housing development shall have a separate entrance from the exterior of the building.

(E) **Residential development design guidelines.** The Residential Development Design

Guidelines, as adopted and amended by resolution of the City Council, and any similar design guidelines adopted by a specific plan, shall apply to a two-unit housing development to the extent not in conflict with the standards set forth in this chapter.

(F) **Setbacks.** The setback requirements of the single-family residential zone in which the subject parcel is located shall apply unless the applicant demonstrates to the satisfaction of the Director that said setback requirements would physically preclude either of the two dwelling units from being at least 800 square feet in floor area, in which case, each dwelling unit shall have a minimum setback of four (4) feet from the side and rear lot lines. Notwithstanding the foregoing, no setback shall be required for an existing dwelling unit or a dwelling unit constructed in the same location and to the same dimensions as an existing dwelling unit.

(G) **Distance between accessory structures.** A minimum separation of five (5) feet shall be maintained between detached garages, accessory structures and patio covers or carports.

(H) **Parking.** One (1) covered, off-street parking space shall be provided for each dwelling unit created by a two-unit housing development. The parking space shall be located on the site of the dwelling unit that it is required to serve. Notwithstanding the foregoing, parking shall not be required if:

(1) The subject parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code §21155(b), or a major transit stop, as defined in Public Resources Code §21064.3; or

(2) There is a car share vehicle located within one block of the subject parcel.

(I) **Access and circulation.** A two-unit housing development shall be designed to provide adequate on-site vehicular access, circulation, back-up, and turn-around areas that comply with all applicable city standards.

(J) **Affordable housing.** If more than one dwelling unit is developed on the subject parcel and if one or both of the dwelling units are rented or leased, at least one of the dwelling units shall be rented or leased at a rental rate affordable to low income or moderate income households. The record owner of the subject parcel shall furnish a copy of the rental or lease agreement for any unit that is rented or leased to the Director, annually .

(K) **Public improvements.** Prior to issuance of a building permit for a two-unit housing development, the applicant shall enter into an agreement and provide adequate security to guarantee construction of all street frontage improvements immediately adjacent to the subject parcel, as required by Chapters 15.48 and 16.24 of this code, and shall complete such improvements prior to the issuance of a certificate of occupancy for the new dwelling units.

(L) **Utilities.** Each dwelling unit created by a two-unit housing development shall have its own direct utility connection to the utility / public service provider.

(M) **Development Impact Fees.** Prior to the issuance of a building permit for a two-unit housing development, the development impact fees pursuant to Chapter 16.23, Chapter 16.21 and Chapter 16.33, shall be paid, as applicable.

16.18.080 Application and review procedures.

(A) **Application.** An applicant for an urban lot split or a two-unit housing development shall submit an application on a form prepared by the city, along with all information and materials prescribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.

(B) **Review.** Consistent with SB 9, the City Engineer will consider and approve or disapprove a complete application for an urban lot split ministerially, without discretionary review or public hearing. The Director will consider and approve or disapprove a complete application for a two-unit housing development ministerially, without discretionary review or public hearing.

(C) **Nonconforming Conditions.** A two-unit housing development may only be approved if all nonconforming zoning conditions are corrected. The correction of legal nonconforming zoning conditions is not a condition for ministerial approval of a parcel map for an urban lot split.

(D) **Effectiveness of Approval.** The ministerial approval of a two-unit housing development or a parcel map for an urban lot split does not take effect until the city has confirmed that all required documents have been recorded.

(E) **Adverse impact findings.** An application for a two-unit housing development or a parcel map for an urban lot split may be denied if, based upon the preponderance of evidence, the urban lot split and/or the two-unit housing development would have a specific, adverse impact (as defined in California Government Code § 65589.5(d)(2)), on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.



Staff Report

File #: 22-0036

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office

SUBJECT:
Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments.

EXECUTIVE SUMMARY:

Councils of Governments (COGs) are voluntary associations that represent member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines. The City of Corona is a Western Riverside Council of Governments (WRCOG) member agency and is represented on the Executive Committee by a member appointed by the City Council. The practices, roles, and needs of WRCOG have evolved over the past three decades since it was formed. From time to time, through recommendations of the Executive Committee, updates are considered to the Joint Powers Agreement (JPA) requiring approval of a two-thirds majority of the member agencies.

RECOMMENDED ACTION:

That the City Council approve the Amendment to the Joint Powers Agreement with the Western Riverside Council of Governments.

BACKGROUND & HISTORY:

Councils of Governments (COGs) are voluntary associations that represent member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines. In this sense, COGs serve to develop consensus on many issues that need to be addressed in a subregional or regional context. If properly structured, COG duties complement and do not duplicate jurisdictional activities and serve to unify jurisdictions and agencies on matters of mutual concern. COGs are independent of their individual members and have their own governance structure.

Jurisdictions typically agree to form COGs following discussion and negotiation on common goals and objectives, which are usually consummated by execution of a Joint Powers Agreement (JPA). In most cases, adoption of a JPA is specifically authorized by state law. In the case of California, JPA authority is granted under Section 6500 et. seq. of the Government Code.

The Joint Powers Agreement (JPA) of the Western Riverside Council of Governments (WRCOG) was made and entered into on April 1, 1991. From time to time, through recommendations of the Executive Committee, updates are considered to the JPA requiring approval of a two-thirds majority of the member agencies. The City Corona is a WRCOG member agency and is represented on the Executive Committee by a member appointed by the City Council, which currently is Councilmember Casillas.

ANALYSIS:

The practices, roles, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) should be updated periodically to capture changes in the needs, intent, and focus of the Executive Committee.

A WRCOG subcommittee has met to evaluate and propose changes to WRCOG's Joint Powers Agreement. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes. The group has convened and completed its work.

The Joint Powers Agreement is attached as proposed clean (exhibit 1) and redline (exhibit 2) versions. A list of key changes to the JPA is listed below. The full scope of redlined changes is included as exhibit 2.

The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
 - Morongo Band of Mission Indians withdrew from WRCOG in 2020.
2. Modernize language and processes, including removal of references to the use of member agency employees to perform day-to-day WRCOG Agency business.
 - Early in WRCOG's establishment, staff from member agencies would assist in day-to-day WRCOG Agency business. Agency staff members no longer assist in day-to-day WRCOG business.
3. Completely revise indemnity language.
 - To better articulate WRCOG's responsibility to indemnify its member agencies - the old language has been stricken and new verbiage has been added.
4. Remove an outdated arbitration provision.
 - The arbitration provision was overly complex and appeared to assume that multiple members would be involved in the arbitration, which would no longer be the case given WRCOG's significantly greater management responsibility since the JPA was first drafted in the early 1990s.

FINANCIAL IMPACT:

No financial impact.

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 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 authorizing the Council to approve an amendment, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: DENZEL MAXWELL, ASSISTANT TO THE CITY MANAGER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. Exhibit 1: WRCOG Joint Powers Agreement - Clean
2. Exhibit 2: WRCOG Joint Powers Agreement - Redlined

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April 1991, pursuant to Government Code Section 6500 et. seq., and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems.
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County.
- c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services.
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the day-to-day operation of the Council, to make and enter into contracts.

b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary.

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements.

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds.

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A," a copy of the revised Exhibit "A" shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each Mayor, Council member, County Supervisor, and Water District Board Members present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. Each Water District Board, at its discretion, can appoint

another Board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the Bylaws.2.4.3.Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.3. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the Chief Executive Officer of the Council. He or she shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.

d. To attend meetings of the General Assembly and Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by the Executive Committee; a copy of such schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Officers.

There shall be selected from the membership of the Executive Committee, a Chair, a Vice-Chair, and a Second Vice-Chair in accordance with the Bylaws. The Executive Director shall be the Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the Treasurer and Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The Chair, Vice-Chair, and Second Vice-Chair shall hold office for a period of one year commencing annually on July 1 and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the Bylaws.

2.12 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.13 Additional Officers.

The Executive Committee shall have the power to authorize such additional Officers as may be appropriate.

2.14 Bonding Requirement.

The Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other Officers or persons designated or empowered by the Executive Committee. Each such Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.15 Status of Officers.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

2.16 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.17 TUMF Matters – Water Districts.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District Executive Committee Members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside

County as defined in the Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and Other Nonvoting Agency(ies).

The provision of Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency. The amount of contributions from these water districts or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq., and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and

copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

The Directors, Officers, and employees of Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et

seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Council, or its Directors, Officers, or employees.

5.3 Indemnification.

The Council shall acquire such insurance coverage as the Executive Committee deems necessary to protect the interests of the Council, and the Member Agencies. The Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board or Council members, Officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Council under this Agreement.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of

a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consistent with Article V, above.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement, providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by

WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG’s members by this Agreement, including but not

limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.5 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.6 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.7 Execution.

The Board of Supervisors of the County of Riverside and the City Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

1.	City of Banning	99 E. Ramsey, Banning, CA 92220
2.	City of Beaumont (rejoined June 22, 2017)	550 East 6th Street, Beaumont, CA 92223
3.	City of Calimesa	908 Park Avenue, Calimesa, CA 92230
4.	City of Canyon Lake	31516 Railroad Canyon Road, Canyon Lake, CA 92587
5.	City of Corona	400 S. Vicentia Avenue, Corona, CA 92882
6.	City of Hemet	445 East Florida Avenue, Hemet, CA 92543
7.	City of Lake Elsinore	130 S. Main Street, Lake Elsinore, CA 92530
8.	City of Moreno Valley	14177 Frederick Street, Moreno Valley, CA 92552
9.	City of Murrieta	1 Town Square, Murrieta, CA 92562
10.	City of Norco	2870 Clark Avenue, Norco, CA 92860
11.	City of Perris	101 North "D" Street, Perris, CA 92570
12.	City of Riverside	3900 Main Street, Riverside, CA 92522
13.	City of San Jacinto	595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583
14.	City of Temecula	41000 Main Street, Temecula, CA 92590
15.	County of Riverside	4080 Lemon Street, Riverside, CA 92501

Additional City Members

1.	City of Eastvale (added on 08/02/2010, Resolution 01-11)	12363 Limonite Avenue, Suite 910, Eastvale, CA 91752
2.	City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)	8930 Limonite Avenue, Jurupa Valley, CA 92509
3.	City of Menifee (added on 10/06/2008, Resolution 03-09)	29844 Haun Road, Menifee, CA 92586
4.	City of Wildomar (added on 08/04/2008, Resolution 01-09)	23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595

For Reference Only

Participating Agencies

1.	Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	2270 Trumble Road, Perris, CA 92572
2.	Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)	14205 Meridian Parkway, Riverside, CA 92518
3.	Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)	3939 Thirteenth Street, Riverside, CA 92501
4.	Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)	

EXHIBIT "A"

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

1. **BEGINNING** at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian;
2. Thence South along Range line to the Northeast corner of Section 36, T2S, R2E;
3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
4. Thence South along the North-south center section line of said Section 36 to the Center section thereof;
5. Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof;
6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
11. Thence west along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
14. Thence South along Range line to the Southwest corner of Section 18, T4S, R3E;
15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
17. Thence West along the south line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
19. Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
21. Thence West along the South line of Said Section 32 to the Northeast corner of Section 5, T5S, R3E;
22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
24. Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
29. Thence East along the North line of said Section 1 to Northeast corner thereof;
30. Thence South along the East line of said Section 1 to the Northwest corner of Section 6, T6S, R4E;
31. Thence East along the North line of said Section 6 to the Northeast corner thereof;
32. Thence south along the East line of Said Section 6 to the Northwest corner of Section 8, T6S, R4E;
33. Thence South along Section lines to the Southeast corner of Section 17, T6S, R4E;
34. Thence West along Section lines to the Northwest corner of Section 19, T6S, R4E;
35. Thence South along the West line of said Section 19 to the Southeast corner of Section 24, T6S, R3E;
36. Thence west along the South lines of said Sections 24 and Section 23, T6S, R3E to a point of intersection with the centerline of State Highway 74;
37. Thence Southeasterly along said centerline of State Highway 74, through its various courses, to the intersection with State Highway 371;
38. Thence Southeasterly, Westerly, and Southerly along the centerline of said State Highway 371, through its various courses, to a point of intersection West line of Section 18, T7S, R4E;
39. Thence South along Section lines to the East one-quarter corner of Section 19, T7S, R4E;
40. Thence West along the East-West Center section line of said Section 19 to the West line thereof;

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

(Continued)

41. Thence South along the West line of said Section 19 to the North line of Section 30, T7S, R4E;
42. Thence East along the North line of said Section 30 to the Northwest corner of Section 29, T7S, R4E;
43. Thence South along the West line of said Section 29 to the West one-quarter corner thereof;
44. Thence East along the East-West center section line of said Section 29 to the Northeast corner of the West one-half of the East one-half of the West one-half of the South one-half of said Section 29;
45. Thence South along the East line of said West one-half of the East one-half of the West one-half of the South one-half to a point of intersection with the South line of the North 400 acres of said Section 29;
46. Thence East along said South line of the North 400 acres of Section 29 to a point of intersection with the East line of said Section 29;
47. Thence South along the East line of said Section 29 and Section 32, T7S, R4E to the North line of Section 4, T8S, R4E;
48. Thence East along said North line of Section 4 to the Northeast corner thereof;
49. Thence South along the East line of said Section 4 to the Southeast corner thereof;
50. Thence West along the South line of said Section 4 to the Northeast corner of Section 8, T8S, R4E;
51. Thence South along the West line of said Section 8 to a point of intersection with the centerline of Coyote Canyon Road, as it currently exists;
52. Thence southeasterly and southerly along the centerline of said Coyote Canyon Road, through its various courses, to a point of intersection with the East line of Section 36, T8S, R4E;
53. Thence South along said East line of Section 36 to the Southeast corner thereof, said corner being on the South boundary of the County of Riverside;
54. Thence Westerly, Northerly and Easterly along the boundary of the County of Riverside to the **Point of Beginning**.

By: *K. Teich*

Date: 5-10-05



ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By: _____
Mayor

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By: _____
Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

CITY OF EASTVALE

By: _____
Mayor

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

CITY OF HEMET

By: _____
Mayor



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale
City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco
City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District
Western Municipal Water District • Riverside County Superintendent of Schools

November 19, 2021

Sylvia Edwards
City Clerk
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882

Subject: Approval of Amendment to the Western Riverside Council of Governments' Joint Powers Agreement

Dear Ms. Edwards:

The Western Riverside Council of Governments (WRCOG) has made a number of revisions to its Joint Powers Agreement (JPA). On November 1, 2021, staff presented this item to WRCOG's Executive Committee for approval. The Executive Committee has directed staff to forward the JPA Amendment to WRCOG's member agencies for their approval.

Please agendaize this item for approval at an upcoming City Council meeting and notify me of when that is scheduled for. Once this item has been approved, please return 19 original signatures of the enclosed signature sheet. I will return a fully executed set to you once all member agencies have done the same.

Enclosed for your reference and use is a copy of the staff report presented to the Executive Committee, a red-line version of the changes made to the JPA, as well as a clean copy of the JPA.

Please feel free to contact me should you have any questions at (951) 405-6702 or jleonard@wrcog.us.

Sincerely,

Janis L. Leonard
Administrative Services Manager

Enclosures: 1) WRCOG staff report dated November 1, 2021
2) Red-line version of the changes made to the JPA
3) Clean copy of the JPA
4) Signature sheet for your jurisdiction



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Updates to WRCOG JPA and Bylaws
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: November 1, 2021

Requested Action(s):

1. Direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Purpose:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement and Bylaws. These updates were made based on direction from a subcommittee tasked with reviewing both documents.

Background:

The practices, role, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) and the operational document (Bylaws) should be updated from time to time in order to capture changes in the needs, intent, and focus of the Executive Committee. This agenda item proposes updates to both documents.

Earlier this summer, a subcommittee comprised of Vice-Chair Crystal Ruiz, Committee member Brian Tisdale, Committee member Ben Benoit, and immediate Past Chair Kevin Bash met to evaluate and propose changes to WRCOG's Bylaws. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes.

Upon completion of their work on the Bylaws, Chair Spiegel tasked the group with performing a similar task with the Joint Powers Agreement – the parent document to the Bylaws. The group convened and has completed its work.

Both documents are attached as proposed (clean) version and redline version.

A partial list of key changes to the JPA is listed below. For the full scope of changes, please see the attached red line document (Attachment 1) (list of substantive changes). The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
2. Modernize language and processes, including removal of references to use of member agency employees to perform day-to-day WRCOG Agency business.

3. Completely revise indemnity language to better articulate WRCOG responsibility to indemnify member agencies.
4. Remove outdated arbitration provision.

A partial list of key changes to the Bylaws is listed below. For the full scope of changes, please see the attached red line document (Attachment 3) (list of substantive changes). The changes are intended to:

1. Clarify the role of the Chairperson to include, without limitation, the power to execute documents or take other actions as directed by the Executive Committee, make appointments to the Administration & Finance Committee, create and appoint to ad hoc committees, and call special meetings.
2. Clarify which official will preside over the meeting when the Chair is absent. Designates the Past Chair to preside over the meeting if the Chair, Vice-Chair, and Second Vice-Chair are absent.
3. Clarify the duties of the Executive Director and General Counsel and the Executive Committee's ultimate oversight authority over the Executive Director and General Counsel. Duties of the Executive Director include:
 - a. Administration of personnel system
 - b. Administration of contracts
 - c. Preparation of audit by outside auditor
 - d. Enforcement of policies, rules and regulations, motions, or resolutions
 - e. Preparation and implementation of budget
4. Establish the selection, oversight, and termination process of the Executive Director and General Counsel.
5. Update gender references.
6. Make various non-substantive language changes for clarity.

Prior Action(s):

October 13, 2021: The Administration & Finance Committee recommended that the Executive Committee 1) direct staff to forward the JPA Amendment to WRCOG member agencies for their approval; and 2) adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

Attachment 1 - JPA - red lined

Attachment 2 - JPA - clean

Attachment 3 - Bylaws - red lined

Attachment 4 - Resolution Number 25-21 Amending the Bylaws

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the ~~day to day~~day-to-day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs;

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The ~~association~~Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale;

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom– (the “Member Agencies”). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit “A”, a copy of the revised Exhibit “A” shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District, ~~and the Morongo Band of Mission Indians ("Morongo")~~ (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each ~~mayor~~ Mayor, ~~council~~ Council member, ~~county~~ County supervisor Supervisor, and water Water district District board Board member Member, ~~and tribal council members~~ present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend ~~by-laws~~ Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. ~~Such by-laws~~ Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District, ~~and the Tribal Chairman of Morongo (the "Executive Committee Members")~~. Each City Council,

at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. ~~Each water~~ Water ~~district~~ District ~~board~~ Board, at its discretion, can appoint another Board member in place of the President. ~~The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.~~ The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the by laws ~~Bylaws~~. ~~Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.~~

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive ~~Committee~~ Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the ~~chief~~ Chief ~~administrative~~ ~~or~~ Executive ~~Officer~~ of the Council. He or she shall receive such compensation as may be fixed by

the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by ~~resolution adopted by the Executive Committee~~; a copy of such ~~resolution~~ schedule shall be furnished to each party hereto. Regular, adjourned and special meetings shall be

called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the ~~minutes~~ Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

~~2.11 Vote or Assent of Members.~~

~~The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.~~

2.13~~2~~¹ Officers.

There shall be selected from the membership of the Executive Committee, a chairperson~~Chair~~, a vice ~~v~~Vice-chairperson~~Chair~~, and a second~~Second~~ vice ~~v~~Vice-chairperson~~Chair~~ in accordance with the ~~by-laws~~Bylaws. The Executive Director shall be the s~~Secretary of the Council~~. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the ~~treasurer~~Treasurer and ~~auditor~~Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson~~Chair~~, vice ~~v~~Vice-chairperson~~Chair~~, and second~~Second~~ vice~~Vice~~-chairperson~~Chair~~ shall hold office for a period of one year commencing at the close of the General Assembly meeting~~annually on July 1~~ of their election, and ending one year thereafter, or until his or her successor is elected. ~~The Officers shall have the duties set forth in the by-laws~~Bylaws. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.1432 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings

of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

~~2.1543~~ Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional ~~officers~~ Officers and ~~employees~~ as may be appropriate.

~~2.1654~~ Bonding Requirement.

The ~~officers~~ Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other ~~officers~~ Officers or persons designated or empowered by the Executive Committee. Each such ~~officer~~ Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such ~~officer~~ Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

~~2.1765~~ Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of ~~officers~~ Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. ~~None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the~~

~~Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.~~

~~2.1876~~ Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

~~2.1987~~ TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's ~~and Morongo's~~ involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and, the Eastern Municipal Water District, ~~and Morongo General Assembly and Executive Committee Members~~ shall not vote on any matter related to the administration of the TUMF ~~program~~ Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of

the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the ~~by-laws~~ Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs

later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and eOther nNonvoting aAgency(ies) and the Morongo Band of Mission Indians.

The provision of ~~section~~ Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency, and Morongo. The amount of contributions from these water districts and Morongo or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and ~~by-laws~~Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall ~~make or~~ contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of

him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

~~The Directors, Officers, and employees of the AuthorityAgency Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The AuthorityAgency Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the AuthorityAgency Council, or its Directors, Officers, or employees.~~

5.3 Indemnification.

~~The AuthorityAgency Council shall acquire such insurance coverage as the BoardExecutive Committee deems necessary to protect the interests of the AgencyAuthority Council, and the Member Agencies-. The AuthorityAgency Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board members board or cCouncil members, eOfficers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the AuthorityAgency Council under this Agreement.~~

5.2 — Hold Harmless and Indemnity.

~~Each party hereto agree to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive CommitteeWRCOG created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties~~

~~directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection. As used in this Section 5.2, party shall mean the Member Agencies and WRCOG~~

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V. above;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement;—, providing, however, that WRCOG and this

Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") ~~programs~~ Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE ~~program~~ Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE ~~program~~ Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or

the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

~~9.4 Arbitration.~~

~~Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and/or WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and~~

determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council WRCOG. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party (including WRCOG) not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council WRCOG a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three (3) to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement and WRCOG agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5.4 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.65 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.76 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.87 Execution.

The Board of Supervisors of the County of Riverside and the ~~city~~City ~~councils~~Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

1. ~~City of Banning~~
2. ~~City of Beaumont (rejoined June 22, 2017)~~
3. ~~City of Calimesa~~
4. ~~City of Canyon Lake~~
5. ~~City of Corona~~
6. ~~City of Hemet~~
7. ~~City of Lake Elsinore~~
8. ~~City of Moreno Valley~~
9. ~~City of Murrieta~~
10. ~~City of Norco~~
11. ~~City of Perris~~
12. ~~City of Riverside~~
13. ~~City of San Jacinto~~
14. ~~City of Temecula~~
15. ~~County of Riverside~~

<u>1. City of Banning</u>	<u>99 E. Ramsey, Banning, CA 92220</u>
<u>2. City of Beaumont (rejoined June 22, 2017)</u>	<u>550 East 6th Street, Beaumont, CA 92223</u>
<u>3. City of Calimesa</u>	<u>908 Park Avenue, Calimesa, CA 92230</u>
<u>4. City of Canyon Lake</u>	<u>31516 Railroad Canyon Road, Canyon Lake, CA 92587</u>
<u>5. City of Corona</u>	<u>400 S. Vicentia Avenue, Corona, CA 92882</u>
<u>6. City of Hemet</u>	<u>445 East Florida Avenue, Hemet, CA 92543</u>

<u>7.</u>	<u>City of Lake Elsinore</u>	<u>130 S. Main Street, Lake Elsinore, CA 92530</u>
<u>8.</u>	<u>City of Moreno Valley</u>	<u>14177 Frederick Street, Moreno Valley, CA 92552</u>
<u>9.</u>	<u>City of Murrieta</u>	<u>1 Town Square, Murrieta, CA 92562</u>
<u>10.</u>	<u>City of Norco</u>	<u>2870 Clark Avenue, Norco, CA 92860</u>
<u>11.</u>	<u>City of Perris</u>	<u>101 North "D" Street, Perris, CA 92570</u>
<u>12.</u>	<u>City of Riverside</u>	<u>3900 Main Street, Riverside, CA 92522</u>
<u>13.</u>	<u>City of San Jacinto</u>	<u>595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583</u>
<u>14.</u>	<u>City of Temecula</u>	<u>41000 Main Street, Temecula, CA 92590</u>
<u>15.</u>	<u>County of Riverside</u>	<u>4080 Lemon Street, Riverside, CA 92501</u>

Additional City Members

1. ~~City of Eastvale (added on 08/02/2010, Resolution 01-11)~~
2. ~~City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)~~
3. ~~City of Menifee (added on 10/06/2008, Resolution 03-09)~~
4. ~~City of Wildomar (added on 08/04/2008, Resolution 01-09)~~

<u>1.</u>	<u>City of Eastvale (added on 08/02/2010, Resolution 01-11)</u>	<u>12363 Limonite Avenue, Suite 910, Eastvale, CA 91752</u>
<u>2.</u>	<u>City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)</u>	<u>8930 Limonite Avenue, Jurupa Valley, CA 92509</u>
<u>3.</u>	<u>City of Menifee (added on 10/06/2008, Resolution 03-09)</u>	<u>29844 Haun Road, Menifee, CA 92586</u>
<u>4.</u>	<u>City of Wildomar (added on 08/04/2008, Resolution 01-09)</u>	<u>23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595</u>

For Reference Only

THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Participating Agencies

1. ~~Eastern Municipal Water District (membership on the Governing Board of~~

WRCOG, 05/11/2009)

2. ~~Western Municipal Water District (membership on the Governing Board of
WRCOG, 05/11/2009)~~

3. ~~Riverside County Superintendent of Schools (membership as an ex-officio,
advisory member of WRCOG, 11/07/2011)~~

4. ~~Morongo Band of Mission Indians (membership on the Governing Board of
WRCOG, 7/6/2015) withdrawn as of November 4, 2020.~~

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 2270 Trumble Road, Perris, CA 92572
2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 14205 Meridian Parkway, Riverside, CA 92518
3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011) 3939 Thirteenth Street, Riverside, CA 92501
4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015) Withdrawn as of November 4, 2020)



Staff Report

File #: 22-0051

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.

EXECUTIVE SUMMARY:

The Corona Fire Department Dispatch and Computer Aided Dispatch (CAD) services have historically been provided by the Corona Police Department. The actions under this item would establish a strategic partnership with the Ontario Fire Department for Dispatch and CAD services. The Ontario Fire Department is a fire-centric dispatch center with the technology and staffing to allow the Corona Fire Department to meet its strategic plan objectives.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.
- b. Approve the Master Services Agreement between the City of Corona and Soma Global.
- c. Authorize the City Manager, or his designee, to execute the Fire Dispatch and Emergency Communications Services Agreement between the City of Corona and the City of Ontario.
- d. Authorize the City Manager, or his designee, the Master Services Agreement between the City of Corona and Soma Global.
- e. Authorize an appropriation of \$210,000 from the General Fund Measure X Reserve (Public Safety) to the Fire Department's operating budget.

BACKGROUND & HISTORY:

The State of California provides a statewide 9-1-1 network managed by the Governor's Office of Emergency Services (Cal OES). Individual agencies are connected to the 9-1-1 network through dedicated Public Safety Answering Points (PSAP), a communications center where emergency calls for public safety services are answered. Over 400 public safety agencies within the state, including the City of Corona, operate a PSAP. The City of Corona PSAP operates from within the 9-1-1 Dispatch Communication Center at the Corona Police Department. The 9-1-1 Dispatch Communication Center, commonly referred to as Dispatch, is currently responsible for the intake of emergency, non-emergency, and administrative calls related to Police and Fire services in the City of Corona.

A component of emergency call processing is Emergency Medical Dispatch (EMD). EMD refers to a system that enhances services provided by 9-1-1 call takers. It allows the call taker to quickly narrow down the caller's medical or trauma situation, better dispatch emergency services, and provide quality instruction to the caller before help arrives. Due to current staffing conditions in the City of Corona 9-1-1 Dispatch Communication Center, EMD is not consistently provided to all 9-1-1 callers. The Service Agreement with the City of Ontario provides a temporary solution to this issue allowing calls needing EMD to be forwarded to Ontario Fire Dispatch when an EMD dispatcher is not available in the Corona Dispatch Communications Center.

On November 22, 2019, the Corona Fire Department published the findings of a Standards of Coverage conducted by Citygate Associates. One of the findings indicated that 9-1-1 call processing performance, at 3:23 minutes for 90 percent of the fire/EMS incidents, is significantly slower than a best practice recommendation of 1:30 minutes. As a result, the fire department researched opportunities to improve overall response times through alternatives to the current model. The goal was to affiliate with a strategic partner that can provide an innovative Computer Aided Dispatch (CAD) system in a fire-centric dispatch with enhanced staffing. That partner was identified as the Ontario Fire Department, the only regional 9-1-1 dispatch center that utilizes the emerging technology of a cloud-based dispatch system.

The 2021-2026 City of Corona Strategic Plan includes six strategic goals. Goal four, Safe Community, seeks to protect our quality of life by ensuring the community is safe and clean. Improving public safety services and emergency response is essential to meeting this goal. To help accomplish that, the City can develop a more efficient process to scale emergency response to call type and need, explore opportunities to adopt best practices and computer-aided dispatch systems, and improve emergency response times to meet or beat national benchmarks.

The Corona Fire Department previously presented the subject of partnering for dispatch and CAD services to the City Council on September 29, 2021, at the Fall Council Workshop. The key operational enhancements that were highlighted include the doubling of daily dispatcher staffing, increased number of radio frequencies, a fire-centric dispatch center, an innovative cloud-based CAD system, and the future addition of an Emergency Communication Nurse System (ECNS).

ANALYSIS:

There are four financial components to the partnership with the Ontario Fire Department. Two are one-time costs, and the other components are reoccurring costs for technology and dispatch services.

The first one-time cost component allows the Corona Dispatch Communication Center to forward calls that need EMD to Ontario Fire Dispatch before the full-time transition of service to Ontario Fire Dispatch. This service is billed at a per-call cost and will allow 9-1-1 calls to receive the highest level of service. Approximately 6,000 calls per year require EMD, and it is anticipated that over a six-month period approximately 3,000 calls will be forwarded to Ontario Fire Dispatch in advance of the transition.

The second one-time cost component is the startup implementation phase costs. The one-time startup costs will be approximately \$150,000 and includes system connectivity, project management, phone connections, radio connections, application program interfaces, and other associated processes.

The final cost components of the transition of dispatch service to the Ontario Fire Department Dispatch Center are the reoccurring costs for technology and dispatch services. The annual CAD costs from SOMA Global are \$76,475 and the annual radio costs are \$24,000. The annual dispatch service costs for Fiscal Year 2023 are \$420,000.

Dispatch Service Costs Through the Ontario Fire Department Dispatch Center

Phase	Component	Costs
One-time costs		
	EMD services (as needed prior to change over)	\$20/call (est. \$60,000)
	Start-up costs	\$150,000
	Short-term cost TOTAL	\$210,000
Reoccurring costs		
	Annual Technology Costs (starting FY22/23)	\$100,475
	Annual Dispatch Costs (starting FY22/23)	\$420,000
	Reoccurring cost TOTAL	\$520,475

FINANCIAL IMPACT:

Approval of the recommended actions will appropriate \$210,000 from the General Fund Measure X Reserve (Public Safety) to the Fire Department's operating budget. Future fiscal year costs will be incorporated through the budget process.

GENERAL FUND	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660
Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)*	(871,350)
Current Estimated Revenue Over Expenditures	577,892
Appropriation - Fire Dispatch and Emergency Communication Services	(210,000)
Measure X Reserve Adjustment - Fire Dispatch and Emergency Comm. Services	210,000
Revised Estimated Revenue Over Expenditures [Note 1]	\$ 577,892
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	577,892
Estimated Budget Balancing Measures Reserve - 06/30/22	\$ 28,243,487

* Approved through Council Action or other operational process.

Note 1: Includes other General Fund items on the January 19, 2022 agenda.

GENERAL FUND	
Measure X Reserve (Public Safety) Balance	\$ 802,048
Fire Dispatch and Emergency Communication Services Appropriation	(210,000)
Measure X Reserve (Public Safety) Balance - REVISED	\$ 592,048

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 general rule covers the activity 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 approves an agreement, and there is no significant effect on the environment.

PREPARED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. EXHIBIT 1 - Fire Dispatch and Emergency Communications Services Agreement
2. EXHIBIT 2 - SOMA Global Master Services Agreement

FIRE DISPATCH AND EMERGENCY COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE CITY OF CORONA

1. PARTIES AND DATE

This Fire Dispatch and Emergency Communications Services Agreement (“Agreement”) is entered into on January 19, 2022 (“Effective Date”) by and between the CITY OF ONTARIO, a municipal corporation (hereinafter referred to as “ONTARIO”) and the CITY OF CORONA, a municipal corporation (hereinafter referred to as “CORONA”) on a 24-hour-per-day basis. ONTARIO and CORONA are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”.

2. RECITALS

- 2.1 The Ontario Fire Department has experience, capabilities, and unique expertise relating to fire dispatching and emergency communications.
- 2.2 The Ontario Fire Department is an Accredited Emergency Medical Dispatch Center through the National Academies of Emergency Medical Dispatching.
- 2.3 CORONA desires that ONTARIO provide fire dispatching and emergency communications services to CORONA on a 24-hour-per-day basis.
- 2.4 The Parties are authorized to enter into this Agreement pursuant to Section 55632 of the California Government Code.
- 2.5 The Parties desire by this Agreement to establish the terms for which ONTARIO will provide fire dispatching and emergency communications services.

3. TERMS AND CONDITIONS

3.1 General Dispatch and System Requirements

ONTARIO agrees to provide fire dispatching and emergency communications service to CORONA on a 24-hour-per-day basis, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Fire Dispatch Services”). The Fire Dispatch Services “Go-Live” date will occur on a mutually agreed upon date in the 1st Quarter of FY 22-23.

- 3.1.1 Responsibilities of ONTARIO. ONTARIO shall bear the following responsibilities in addition to the requirements as outlined in Exhibit “A”, attached hereto and incorporated herein by this reference.

- 3.1.1.1 ONTARIO shall answer CORONA emergency telephone lines, dispatch appropriate apparatus and personnel, maintain radio or telephone contact with such apparatus and personnel during emergency incidents, and provide supportive communications during non-emergency periods.

- 3.1.1.2 ONTARIO shall maintain Emergency Medical Dispatch (EMD) accreditation through the National Academies of Emergency Medical Dispatch and provide EMD, when possible, on all medical aid calls for CORONA. ONTARIO communications personnel will evaluate the need for immediate care through pre-arrival instructions to patients or callers before the arrival of CORONA or emergency first responders.
 - 3.1.1.3 ONTARIO shall notify CORONA of any intended communications system technological enhancements and shall further work with CORONA in implementing such enhancements. The final decision to secure new or improved communications system equipment for ONTARIO's Fire Communications Center shall, however, rest solely with ONTARIO.
 - 3.1.1.4 ONTARIO will maintain the Dispatch Review Committee and Dispatch Steering Committee which meet quarterly. These committees are a requirement of the National Academies of Emergency Medical Dispatching and provide medical dispatch system oversight and policy approval for the Ontario Communications Division. Both committees will have a representative from the CORONA Fire Department as designated by the CORONA Fire Chief.
- 3.1.2 Responsibilities of CORONA. CORONA shall bear the following obligations in addition to the obligations as outlined in Exhibit "B", attached hereto and incorporated herein by this reference.
- 3.1.2.1 CORONA will maintain their own city's GIS layers within the cloud-based Computer Aided Dispatch (CAD) system, including their fire pre-plans and premise information, and their own run-cards as a contingency in the event Automated Vehicle Location (AVL) dispatching is down.
 - 3.1.2.2 CORONA shall maintain its present communications system in such a condition as to be compatible with the communications system used by ONTARIO. The term "communications system" shall include radio, telephone and computer hardware, as well as connecting lines, frequency channels, switching equipment, satellite receivers, alert receivers, microwave equipment, alerting systems, papers, repeater sites, computer software, CAD printers, and associated equipment that is integrated with dispatch services. CORONA's communication system repair, maintenance, and sustainment is the sole responsibility of CORONA. Exhibit "C", attached hereto and incorporated herein by this reference, identifies the means and manner for CORONA to obtain call-when-needed IT Support Services from ONTARIO.
 - 3.1.2.3 CORONA shall maintain a similar dispatching, reporting, and communications format as used by ONTARIO Fire Department and decided by the Dispatch

Steering Committee, with reasonable discretion for deviation upon mutual agreement by each party's Representative identified in Section 3.7. Any such deviation must not have an adverse impact on the other agency or any element of the "communications system."

3.1.2.4 CORONA agrees to provide and maintain standardized operational procedures.

3.1.2.5 CORONA agrees to generate and disseminate all emergency mass notifications (reverse 911), evacuation notices, press releases and handle all media inquiries relevant to this Agreement and CORONA incidents and calls for service. Any urgent personnel or operational issues may be addressed to the on-duty ONTARIO Fire Communications Center Supervisor. Non-urgent issues should be directed to the ONTARIO Fire Communications Center Manager.

3.1.3 It is the intent of the Parties that this Agreement pertain solely to fire dispatch and emergency communications services.

3.2 Costs and Billing

3.2.1 Start-Up Costs

CORONA agrees to reimburse ONTARIO for reasonable, documented one-time costs including, but not limited to, necessary radio and telephone equipment, computer hardware and software, consultant, and project management in an amount up to One-Hundred and Fifty Thousand Dollars (\$150,000). These costs shall be subject to the prior written approval of CORONA's Representative, which shall not be unreasonably held. The procurement of such equipment and services shall follow ONTARIO's Purchasing Policy and Procedure.

3.2.2 Technology Costs

CORONA agrees to pay directly to the appropriate vendor the subscription, for its Computer Aided Dispatch (CAD) system, leased radio lines, and any other technology additions required by CORONA.

Annual Technology Costs	
Description	Approximate Cost
CAD SaaS Fee	\$75,000
Radio Lines	\$24,000

3.2.3 Per Call Costs

CORONA agrees to pay ONTARIO \$29 per call for service (early adopter rate) ("Per Call Cost"), subject to potential adjustments as outlined in this Section, for the duration of this Agreement. A call for service is defined as a CAD generated incident (run numbers) as entered by the ONTARIO Fire Communications Center. ONTARIO may increase the Per Call Cost not more than once per twelve-month period. Such increases shall not exceed the percentage change in the Consumer Price Index – All urban consumers, All Items – (Series ID# CUURS49CSA0) Riverside – San Bernardino – Ontario, CA areas for the twelve (12) month period January through January immediately preceding the date of the price adjustment. ONTARIO shall make any increase to the Per Call Cost for the upcoming fiscal year, and notify CORONA as soon as practical, but no later than ninety (90) days prior to the start of the Parties' fiscal year (July 1).

3.2.4 Billing

ONTARIO shall invoice CORONA in writing on a quarterly basis as follows: January 15th (for Fire Dispatch Services provided October 1 - December 31), April 15th (for Fire Dispatch Services provided January 1 – March 31), July 15th (for Fire Dispatch Services provided April 1 - June 30), and October 15th (for Fire Dispatch Services provided July 1 – September 31). CORONA shall pay all fees due within 30 days after receipt of the invoice or will be subject to the late payment charge stated in Section 3.2.5.

3.2.5 Late Payment

As provided by Ontario Municipal Code, Section 1-2.07, there is a 10% late fee for payments received more than 30 days after receipt of an invoice, and an additional 0.5% penalty per month thereafter.

3.3 Contract Term

The Term of this Agreement shall begin on the Effective Date and continue until January 19, 2025, unless earlier terminated as provided herein. Subject to the written approval of the Parties involved, this Agreement may be extended by CORONA for a maximum of two (2) additional terms of one (1) year. Either party may terminate this Agreement at any time by providing written notice to the other Party no less than 180 days prior to the desired date of termination.

3.4 Attorneys' Fees

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recovery from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or enforcement of any of the terms, conditions, or provisions.

3.5 Liability Contribution

Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, arising from the performance of its respective duties and obligations under this Agreement and each Party shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, the performance of its respective duties and obligations under this Agreement. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

Notwithstanding the foregoing, pursuant to Government Code sections 895.4 and 895.6, if any Party is held liable upon any judgement for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and pays in excess of its pro rata share in satisfaction of such judgement, such Party is entitled to contribution from the other Party to this Agreement. For the purposes of this Agreement, the pro rata share of each Party for purposes of this Section shall be determined according to the comparative fault of the respective Party (ies) as between them.

3.6 Independent Contractor Status

ONTARIO and CORONA shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement, as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.7 Representatives

ONTARIO hereby designates its Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement ("ONTARIO's Representative"). CORONA hereby designates its Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement ("CORONA's Representative"). Each Representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

ONTARIO hereby designates its Executive Director of Information Technology, or his or her designee, to act as its representative for the provisions of call-if-necessary IT Services outlined in Exhibit "C". CORONA hereby designates its Fire Chief, or his or her designee, to act as its representative for the provision of call- if-necessary IT Services.

3.8 Third Party Rights

ONTARIO and CORONA agree that the provisions of this Agreement are not intended to create or clarify any rights of third parties not party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than ONTARIO and CORONA.

3.9 Privileges and Immunities

All privileges and immunities of ONTARIO and CORONA provided by state and federal law shall remain in full force and effect.

3.10 Governing Law

This Agreement shall be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situation in the County of San Bernardino, State of California.

3.11 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Party. Any attempt assignment with such consent shall be invalid and void.

3.12 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original. All counterparts shall be construed together and constitute one single Agreement.

3.13 Notices

Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the party to whom it is directed, or in lieu of such personal services, when mailed, postage prepaid, to the following addresses:

ONTARIO

City Manager
City of Ontario
303 East B Street
Ontario, CA 91764

CORONA

City Manager
City of Corona
400 S. Vicentia Ave
Corona, CA 92882

3.14 Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable, such provisions shall be severable from this Agreement, and such invalidity or unenforceability shall not be construed to have any effect on the remaining provisions of this Agreement.

3.15 No Waiver

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against who enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

3.16 Remedies By Law

In addition to the rights and remedies provided for by this Agreement, the Parties shall be entitled to all rights and remedies afforded to them by law.

3.17 Amendment and Modification

This Agreement may be amended or modified only by a written instrument signed by the parties.

3.17 Force Majeure

Neither Party shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

“Event of Force Majeure” shall mean an event beyond the control of either Party which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: natural disasters, pandemic or epidemic, enemy invasion, war, insurrection, nuclear or radiological contamination, riotous situation or civil unrest, or acts or threats of terrorism.

Should an Event of Force Majeure occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.18 Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of ONTARIO and CORONA as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

3.19 Headings

Paragraphs and subparagraph headings contained in this Agreement are included solely for conveniences and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

3.20 Existing Aid Agreement

Nothing in this Agreement shall be construed to affect the obligations, rights, or liabilities of either Party with respect to any automatic or mutual aid agreements existing prior to the execution of this Agreement.

SIGNATURE PAGE FOR FIRE AND DISPATCH AND EMERGENCY COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE CITY OF CORONA

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed and executed on the date first herein above written.

CITY OF ONTARIO

CITY OF CORONA

By: _____

Scott Ochoa
City Manager

By: _____

Jacob Ellis
City Manager

Attest:

By: _____

City Clerk

By: _____

City Clerk

Approved as to Form:

By: _____

Best, Best & Krieger, LLP

City Attorney

EXHIBIT "A"
EMERGENCY FIRE/EMS DISPATCH SERVICES
SCOPE OF SERVICES, LEVEL OF SERVICE AND LEVEL OF SERVICE

SCOPE OF SERVICES

ONTARIO will provide emergency fire/EMS dispatching and communications services in support of fire protection, fire-rescue, and emergency medical services. These services will be provided by ONTARIO, from the ONTARIO Fire Communications Center, using ONTARIO staff on a 24-hour-per-day basis.

ONTARIO shall:

1. Provide emergency fire/EMS dispatching and communications services to CORONA. This service will include: receive and dispatch all emergency calls, including 911 and 10-digit emergency numbers; provide dispatching and tracking of calls for service via CAD (Computer Aided Dispatch) system; call tracking and historical information; digital audio recordings including radio and telephone activity. Audio recordings are archived for two years.
2. Hire, train, and compensate dispatch personnel (in compliance with guidelines of the City of Ontario and applicable laws and standards) to accomplish the stated tasks and provide necessary supervision and management for dispatch personnel.
3. Provide necessary and on-going training for dispatch personnel.
4. Provide management level supervisors in the capacity of liaisons to discuss, evaluate, and implement policies and procedures and provide supervision for emergency fire/EMS dispatching and communications services.
5. Provide supervision and coordination of dispatching and emergency communications operational and technical issues, and coordination of service-related operations.
6. Provide and maintain a cloud-based CAD system capable of dispatching fire/EMS resources by Automated Vehicle Location (AVL) and tracking data necessary for emergency services dispatching. ONTARIO will notify CORONA immediately upon any newly discovered issues that may impact the "communication system" including AVL, CAD, Radio, etc.
7. Maintain a cloud-based CAD system capable of exporting Records Management System (RMS) data to a third-party reporting system (currently Image Trend). CORONA maintains its own instance of Image Trend. Any additional RMS will require a separate interface and therefore the cost of such export will borne by CORONA. ONTARIO will notify CORONA of any upgrades or modifications that could impact established interfaces.

8. Contact the Cloud-based CAD vendor for any changes to the overall CAD system, dispatch system changes (response plans, units, call types, dispo codes, etc.), CAD connectivity to the cloud, or anything that impacts emergency dispatch operations.
9. Provide at least 365 days notice to CORONA for any changes to the “communications system” (Radio, Cloud based CAD, Station Alerting, etc.) that will impact the overall fire dispatch system.
10. The following APIs (Application Interface) are included for the below software programs:

Note: Any CORONA centric interfaces (i.e. Riverside County AMR) in addition to the API’s listed below would be funded fully by CORONA.

SOMA Global Fire Department Interfaces		
Department	Name of Interface	Description
Fire	Tablet Command	Two-way interface to transmit AVL data to Incident Command Software and additional feasibility as MDC.
Fire	Image Trend	Interface between Image Trend RMS and CAD.
Fire	AMR Connection (SB County)	One-way interface to transmit address to AMR (Ambulance) dispatch in SB County.
Fire	Telestaff	One-way interface between scheduling software and CAD.
Fire	Sigler	Station Alerting - Sigler (phasing out) and US Digital is installed in one station and phased for others.
Fire	US Digital	Station Alerting.
Fire	SB County Paging	Interface between San Bernardino County Radio and CAD.
Fire	Priority Dispatch Pro QA	Interface between our EMD software (Pro QA) and the CAD.
Fire	Accela	Fire Inspection module and premise information update.

Fire	PulsePoint	One-way interface which is public facing for CPR notifications.
Fire	CAD Interoperability (Tellus - CAD2CAD)	Two-way interface to transmit and receive transactional information from disparate CAD systems related to Call for Service information, Unit/Resource Assignment, Unit/Resources Status Changes, and messaging between users.
Fire	AVL	One-way interface to ingest GPS data to provide real-time AVL.
Dispatch	CPE/Ani/Ali	One-way interface to ingest standard ANI/ALI data in the creation of a new Call for Service.
Dispatch	Rapid SOS	One-way interface to ingest wireless caller location data for display on ESRI feature layer exposed to CAD and Mobile users.
Dispatch	Virent Call/Radio Logger	Phone and radio traffic log recorder
Dispatch	ComTech	Text to 911

11. Provide 911 interface to CAD incident format.

12. Provide necessary technical support for hardware and software identified in the agreement, including: hardware/software maintenance for CAD, CAD/RMS export, 911 CAD interface, 911 telephone system, and audio recording system.

13. Provide necessary form development, audio tape reproduction on request in accordance with applicable laws, as follows:

13.1 CORONA shall have unconditional access to all audio (911, phone, and radio).

13.2 Audio shall be kept confidential by both parties unless the release of audio is compelled by law. ONTARIO shall only release audio in compliance with the California Public Records Act or any applicable law related to the disclosure of public records. Likewise, CORONA shall only release audio in compliance with the California Public Records Act and any applicable laws related to the disclosure of public records.

14. Provide Emergency Medical Dispatching (EMD) pre-arrival instructions when applicable on medical calls for service consistent with the Medical Priority Dispatch System (MPDS) and National Academy of Emergency Medical Dispatch (NAEMD). ONTARIO will provide training and certification of dispatch personnel in accordance with Inland Counties EMS Agency (ICEMA) and State Emergency Medical Services Authority (EMSA) guidelines, as well as quality assurance review of the EMD program. To the extent that Riverside County EMS Agency (REMSA) guidelines require training not included in the ICEMA and EMSA guidelines, such training will also be provided by ONTARIO, at CORONA's sole cost and expense.
15. Maintain an Accredited Dispatch Center of Excellence through the National Academies of Emergency Medical Dispatch (NAEMD).
16. Conduct regular Dispatch Steering Committee meetings to include the designated CORONA Liaison.
17. Represent the interests of CORONA at CALNENA (California Chapter of National Emergency Number Association), REMSA EMD Committee, and State 911 Program for equipment enhancements and software or procedural revisions or modifications.
18. Represent the interests of CORONA on the on-going 911 technology projects at CALNENA (State) and NENA (National) levels to include communication, correspondence, and representation to both organizations.
19. Quality insurance (QI) review of the required amount of calls (both for ONTARIO and CORONA) based on NAEMD requirements. The calls get pulled in random by NAEMD and currently sits between 1% - 3% of ONTARIO calls each month.
20. Produce customized quarterly reports to CORONA based on available data.

LEVEL OF SERVICE

ONTARIO will provide emergency dispatching and communications services to CORONA on a 24-hour-per-day, 365-day-per-year basis.

ONTARIO will staff the ONTARIO Fire Communications Center in a manner and level consistent with needs of the Center, at the direction of the Fire Communications Manager, and consistent with applicable standards of practice.

EXHIBIT “B”

CORONA’S RESPONSIBILITIES

The following is a list of service efforts that are the responsibilities of CORONA. Corona shall:

1. Maintain its radio communications system in such a condition as to be compatible with the communications system used by ONTARIO.
2. Maintain a fire station alerting system in such a condition as to be compatible with the cloud-based CAD system used by ONTARIO.
3. Fund, repair, maintain, service, and sustain communications infrastructure, hardware, systems, software, and technology owned by CORONA. Any CORONA centric interfaces (i.e. Riverside County AMR) in addition to the API’s listed in Exhibit A section 10 to the cloud-based CAD system would be funded fully by CORONA.
4. Purchase and maintenance of all mobile devices, Mobile Data Computers (MDCs), modems to support AVL dispatching, station alerting systems, pagers, radios or other hardware systems are the responsibilities of CORONA.
5. Purchase and maintain appropriate level internet connectivity deemed acceptable by CORONA to ensure connectivity to the CAD.
6. Maintain the City of Corona’s GIS layers within the cloud-based Computer Aided Dispatch (CAD) system, including their fire pre-plans and premise information, and their own run-cards as a contingency in the event Automated Vehicle Location (AVL) dispatching is down.
7. Contact the cloud-based CAD vendor directly for any support for mobile software, GIS layers, premise information, or other CORONA specific interfaces. Any software changes to the overall CAD system will require approval from ONTARIO.
8. Within a reasonable amount of time, inform the ONTARIO Fire Communications Center and IT of any *existing known* hardware or software related issues including but not limited to mobile devices, Mobile Data Computers (MDCs), modems to support AVL dispatching, station alerting systems, pagers, and/or radios. Upon discovery, inform the ONTARIO Fire Communications Center and IT of any *newly discovered* hardware or software related issues including but not limited to mobile devices, MDC, modems to support AVL dispatching, station alerting systems, pagers, and/or radios to ensure optimal service capacity under such conditions.
9. Provide all IT support for its own systems to all CORONA fire stations, apparatuses, and systems deemed necessary by CORONA.
10. Provide and maintain a standardized operational procedures.
11. Provide automatic and mutual aid agreements currently in effect.

12. Provide a single agency liaison to represent CORONA within the ONTARIO Fire Communications Center.
13. Fund any relocation or addition of services or new data/telephone lines, hardware required for the purposes of emergency communications and dispatching services for CORONA.
14. Generate and disseminate all emergency mass notifications (reverse 911), evacuation notices, press releases and handle all media inquiries relevant to this Agreement and CORONA incidents and calls for service. Any urgent personnel or operational issues may be addressed to the on-duty ONTARIO Fire Communications Center Supervisor. Non-urgent issues should be directed to the ONTARIO Fire Communications Center Manager.

EXHIBIT "C"
INFORMATION TECHNOLOGY
CALL WHEN NECESSARY SERVICES

SCOPE OF SERVICES

ONTARIO provides information technology (IT) services to the Ontario Fire Department Communications Center in support of their delivery of emergency dispatching and communication services to the Corona Fire Department (CORONA). IT services subject to this Agreement include ONTARIO owned and operated infrastructure, systems, devices, and applications.

There are no IT, GIS, or Radio services included in this agreement outside of their support for the ONTARIO Fire Department Communications Center.

Ontario Information Technology Responsibilities:

1. Provide IT services to the Ontario Fire Department Communications Center in support of its mission of providing emergency dispatching and communications services and applicable tertiary responsibilities and tasks to both ONTARIO and CORONA.
2. IT services essential to the Ontario Fire Department Communications Center's mission of providing emergency dispatching and communications services and applicable tertiary responsibilities and tasks will be provided 24-hour-per-day basis.
3. IT services provided to CORONA will include those services to, originating from, or as the result of ONTARIO owned and operated IT infrastructure, systems (including the cloud-based CAD), devices, and applications.
4. IT services provided to CORONA and not subject to this agreement will be billed on a time and materials basis directly between CORONA and ONTARIO Information Technology Department on a best effort basis and subject to ONTARIO Information Technology Department availability.

LEVEL OF SERVICE

ONTARIO provides IT services to the Ontario Fire Department Communications Center on a 24-hour-per-day, 365-days-per-year.

COST OF SERVICE

Cost of IT services to the Ontario Fire Department Communications Center in support of the Center's provision of emergency dispatching and communications services to CORONA will be calculated and billed to Ontario Fire Department as internal services fees.

Cost of IT services provided to CORONA and not subject to this agreement will be billed on time and materials basis directly between CORONA and Ontario Information Technology Department using the most current City of Ontario Cost Allocation Plan.

EXHIBIT "D"
INTERIM EMERGENCY MEDICAL DISPATCH SERVICES

SCOPE OF INTERIM SERVICES

ONTARIO shall provide Emergency Medical Dispatch (EMD) services to CORONA on an interim basis prior to the full Fire Dispatch Services "Go-Live" date, which is scheduled to occur in the 1st Quarter of FY 22-23 (as outlined in this Agreement), when requested in writing by the CORONA Fire Chief.

ONTARIO Responsibilities:

1. ONTARIO shall maintain Emergency Medical Dispatch (EMD) accreditation through the National Academies of Emergency Medical Dispatch (NAEMD) and provide EMD, when possible, on all medical aid calls for CORONA. ONTARIO communications personnel will evaluate the need for immediate care through pre-arrival instructions to patients or callers before the arrival of CORONA or other emergency first responders. Such pre-arrival instructions, when applicable on medical calls for service, shall be consistent with the Medical Priority Dispatch System (MPDS) and NAEMD protocols.
2. ONTARIO will quality insurance (QI) review the required number of calls (both for ONTARIO and CORONA) based on NAEMD requirements. The calls get pulled in random by NAEMD and currently sits between 1% - 3% of Ontario Communication Center calls each month.

LEVEL OF INTERIM SERVICE

ONTARIO will provide Interim EMD services to CORONA on a 24-hour-per-day, 365-day-per-year basis, for all emergency calls transferred to ONTARIO from CORONA. Such Interim EMD Services shall be provided by ONTARIO from the date requested by the CORONA Fire Chief until the full Fire Dispatch Service "Go-Live" date, unless earlier terminated.

ONTARIO will staff the ONTARIO Fire Communications Center in a manner and level consistent with needs of the Center, at the direction of the Fire Communications Manager, and consistent with applicable standards of practice.

COST OF INTERIM SERVICE

Cost of Interim EMD services provided to CORONA will be \$20 per EMD call.

TERMINATION OF INTERIM SERVICE

Either party may terminate its provision of Interim EMD services at any time by providing no less than 14 days written notice prior to the desired date of termination.



6911 Bryan Dairy Rd., Suite 210
Largo, FL 33777
www.somaglobal.com

VE 3.26.21
Confidential

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of **January 3, 2022** by and between SOMA Global, Inc., a Delaware corporation (“**SOMA**”, “**we**” or “**us**”) and the **City of Corona - Corona Fire Department** (“**Client**” or “**you**”). SOMA and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Documentation**” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time and provided to You.

“**Malicious Code**” means code, files, scripts, corrupted files, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Non-SOMA Application**” means a web-based, mobile, offline, or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us.

“**Order Form**” means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

“**Services**” means Our Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. “Services” exclude Non-SOMA Applications.

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“User” means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

“Your Data” means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SOMA standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-SOMA Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification, or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.3. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration, or other services to be provided by Us (such services, **“Professional Services”**), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (**“Services Work Product”**) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

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3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party.

3.2 Usage Limits. Services are not subject to any usage limits due to the relationship between the City of Corona and the City of Ontario.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules, and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services and will notify Us promptly of any such unauthorized access or use.

(d) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed

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immediately without notice, We may remove such data ourselves.

4. NON-SOMA PROVIDERS

Non-SOMA Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-SOMA Applications and are not responsible for the functionality or interoperability of Non-SOMA Applications with the Services, unless we have provided an interface to the service. If You use a Non-SOMA Application with a Service, You grant Us permission to access your account with a Non-SOMA Application and allow the Non-SOMA Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-SOMA Application or its provider, if our interface did not contribute to the cause of the disclosure, modification or deletion of your data. We may cease supporting the interoperability of the Services with any Non-SOMA Application at any time.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms ("**Fees**"). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services subscriptions purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. If You provide credit card information to Us, You authorize Us to charge such credit card for all Fees for the initial subscription term and any renewal subscription term. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Late Payments. If any invoice is not paid within 30 days from the date of the invoice, a late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, will begin to accrue immediately. We reserve the right to condition future renewals and Order Forms on different payment terms. We may also accelerate any unpaid Fees and cause such Fees to become immediately due and payable and/or suspend Your access to Services until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue before suspending Services.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount

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unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a worldwide, limited license to host, copy, transmit and display Your Data as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided 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). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “Confidential Information” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each Party includes, to the extent consistent with the California Public Records Act or other applicable law, the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the

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Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement, provided that the City of Corona Fire Chief has signed a confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Either Party may disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SOMA Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party represents and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules. Your exclusive remedies for any breach of the warranties in this Section are those described in Section 11.3 (Termination) and Section 11.4 (Effects of Termination).

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8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. OTHER THAN AS EXPRESSLY STATED HEREIN, IN NO EVENT ARE WE LIABLE FOR ANY LOSS OF YOUR DATA TO THE EXTENT NOT CAUSED BY SOMA’S NEGLIGENCE OR WILLFUL MISCONDUCT.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party’s intellectual property rights (a “**Claim Against You**”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under “SOMA Warranties” above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days’ written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (x) Your Data or a Non-SOMA Application, (y) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (z) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

9.2. Indemnification by You. Unless otherwise prohibited by Local, State or Federal law, You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party’s intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a “**Claim Against Us**”), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

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9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL NOT APPLY IN CONNECTION WITH GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR A BREACH OF CONFIDENTIALITY OBLIGATIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY EXCEED ONE MILLION DOLLARS (\$1,000,000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT (I) YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE OR (II) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term.

11.3 Termination. A Party may terminate this Agreement with or without cause (i) upon 60 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, Client may, by written notice to SOMA, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to SOMA of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

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11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download in MicroSoft SQL format.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day upon signed receipt of mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.


12.3 Governing Law. This Agreement and any Order Form shall be governed by the laws of the U.S. state in which You are located, without regard for its conflict of laws rules.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You must promptly notify us.

12.6 Entire Agreement. This Agreement (including each Order Form entered into hereunder and the Documentation referenced herein) constitutes the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation.

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12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

Client	SOMA Global, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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City of Corona - Fire Department - Service Order

December 21, 2021

Prepared by: Matthew Aveling



6911 Bryan Dairy Rd., Suite 210
Largo, FL 33777
www.somaglobal.com

Presented on: 12/21/2021

Proprietary & Confidential

Client Information

Agency/Company: **City of Corona - Fire Department**

Contact Name: _____

Contact Email: _____

Billing Address: _____

City, State, Zip: _____

Billing Phone: _____

Terms and Conditions¹

Term (Years): **5**

Contract Start Date: **1/3/2022**

Contract End Date: **1/2/2027**

Billing Frequency: **Annually**

Payment Terms: **Net 30**

Platform (PSaaS™) Fees		1.00	Yes	Proprietary & Confidential	
SOMA Base Platform ^{2,3}		Unit Price	Units	Price	
<i>per Named User per Year</i>					
SOMA HUB	Included	\$50	110	\$5,500	
SOMA DISPATCH	Included	\$200	110	\$22,000	
SOMA MOBILE	Included	\$260	110	\$28,600	
SOMA LAW RMS	Excluded	\$0	0	\$0	
SOMA FIRE RMS	Excluded	\$0	0	\$0	
SOMA JMS	Excluded	\$0	0	\$0	
SOMA MODULE BUILDER	Included	\$50	110	\$5,500	
Base Platform Services Sub-Total:				\$61,600	
SOMA Hub Interfaces ⁵		Unit Price	Units	Price	
<i>per Standard Interface</i> ImageTrend Business/Location Contact Data Input Incident Notification / AMR Info AVL (Ingest for Tracking)		Included			
		\$3,500	3	\$10,500	
<i>per Non-Standard Interface</i> AVL - Push to ATA		Included			
		\$4,375	1	\$4,375	
SOMA Data Cloud Hosting ⁵		Unit Price	Units	Price	
<i>per AWS Hosted Database</i>		Excluded			
		\$2,500	0		
AGENCY Data Cloud Hosting ⁵		Unit Price	Units	Price	
<i>per Agency Hosted Database</i> Optional TBD if Needed		Excluded			
		\$0	0		
SOMA Modules		Unit Price	Units	Price	
<i>per Module</i> Optional TBD if Needed		Excluded			
		\$5,000	0		
SOMA Forms		Unit Price	Units	Price	
<i>per Form</i> Optional TBD if Needed		Excluded			
		\$2,500	0		
SOMA Alerts ⁵		Unit Price	Units	Price	
<i>(First 10,000 Messages Included Additional per 10,000 Messages)</i>		Excluded			
		\$400			
SOMA Digital Data ⁵		Unit Price	Units	Price	
SOMA Caller Video Streaming ⁸ <i>(First 150 Hours Included)</i>		Excluded			
		\$150	0		
SOMA Caller Video Storage ⁸ <i>(First 10 Hours/mo Included)</i>		Excluded			
		\$20	0		
Additional Digital Data Storage ⁸ <i>(First 10 Hours/mo Included)</i>		Excluded			
		\$0	0		
SOMA Support ⁵		Unit Price	Units	Price	
Premium Support <i>(24 hrs/day, 365 days/yr)</i>		Included			
Additional Services Sub-Total:				\$14,875	

TOTAL Platform (PSaaS™)

\$76,475

Monthly Platform SaaS Fee:

\$6,372.92

Monthly Platform SaaS Fee Per Named User:

\$57.94

Implementation Fees		1.00	Yes	Proprietary & Confidential	
SOMA Base Platform		Unit Price	Units		
Implementation Services, Per Module	Included	\$7,700	4	\$0	
SOMA Hub Integrations		Unit Price	Units		
Standard Interface	Included	\$3,500	3	\$0	
Non-Standard Interface	Included	\$4,375	1	\$0	
Hub Data Feeds	Excluded	\$1,500	0		
SOMA Data Cloud Hosting		Unit Price	Units		
Legacy Databases	Excluded	\$2,500	0		
SOMA Modules & Forms		Unit Price	Units		
Modules	Excluded	\$10,000	0		
Forms	Excluded	\$2,000	0		

TOTAL Implementation

\$0

Payment Schedule

Proprietary & Confidential

SOMA PSaaS Fees		Milestone	Payment		Per Module
		Contract Start Date	50%	\$38,238	\$9,559.38
		Soft Launch	35%	\$26,766	\$6,691.56
		Sign-Off	15%	\$11,471	\$2,867.81
PSaaS Fees Sub-Total:				\$76,475	
SOMA Implementation Fee Schedule		Unit Price	Units	Price	
		Completion of Discovery Process	50%	\$0	\$0.00
		Sign-Off	50%	\$0	\$0.00
Implementation Fees Sub-Total:				\$0	
TOTAL Platform (PSaaS™)				\$76,475	

Total Cost of Ownership

Proprietary & Confidential

Milestone	Start		End	Fee	
Platform Fees Year 1:	1/3/2022	-	1/2/2023	50%	\$38,238
Implementation Fees:		-		100%	\$0
First Year Fees Subtotal:					\$38,238
Platform Fees Year 2:	1/3/2023	-	1/2/2024		\$76,475
Platform Fees Year 3:	1/3/2024	-	1/2/2025		\$79,152
Platform Fees Year 4:	1/3/2025	-	1/2/2026		\$81,922
Platform Fees Year 5:	1/3/2026	-	1/2/2027		\$84,789
5 Year - Total Cost of Ownership:					\$360,575

Quote Special Terms

- 1 If this Order Form is executed and/or returned to SOMA by Client after the Order Start Date above, SOMA may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date SOMA activates the products and provided that the total term length does not change following activation.
Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.
- 2 The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Annual/Unit Price displayed above, and are the true and binding totals for this order.
- 3 After the initial year, Service Fees are subject to increase at a rate not to exceed annually: 3.5%
- 4 SOMA offers Volume Incentives starting at 500 users and Incentives for agencies in a new state, for agencies that purchase direct with a sole-source, emergency purchase, intergovernmental purchase, or equivalent purchase that avoids a costly RFP process. The Incentives are offered for the Initial Term and subject to change thereafter.
- 5 All "Optional Services" which are metered are evaluated on an annual basis. Any unused credits will be carried into the new year. Any overages will be carried into the new year as a deficit. Estimated consumption of "Optional Services" can be adjusted on an annual basis to accommodate unused or overuse.
- 6 All "Optional Services" which are transactional, fees are collected at the point-of-sale by SOMA.
- 7 Daily Hourly Rates designate an accepted rate for out-of-scope work requested by the Client.
- 8 Video Streaming and Storage rates are based on general use and not intended for body-worn camera, in-car video, or closed-circuit television streaming or storage.
Unless otherwise required to disclose by Local, State or Federal law, during the Contract Term and for two years thereafter, Client shall not disclose the pricing or terms hereunder to any third party without SOMA's prior written consent. Client shall safeguard all such information with the same or greater degree of care as it uses to safeguard its own confidential or proprietary information (but no less than reasonable care). Client shall, upon becoming aware of any unauthorized disclosure of such information, promptly notify SOMA of, and provide reasonable assistance to SOMA in remedying, such disclosure.
SOMA shall use reasonable efforts to ensure that the pricing offered in any subsequent Order Form reflects the discounts offered to Client here. However, Client is responsible for confirming the accuracy of such pricing prior to signing any subsequent Order Form. In the event a conflict between the pricing indicated here and that included in any new Order Form, the pricing in the new Order Form shall control as to the subscriptions purchased in that new Order Form

Service Special Terms

- | | |
|--------------------------------|---|
| Service Level Agreement | The Services will be delivered 24 hours a day, 365 days a year during the term of the Agreement. The Services will be considered available to the Client as of the Contract Start Date indicated in the Order Form. The Services have a guaranteed Uptime of 99.95%. |
| Support Services | Maintenance and support services provided other than between the hours of 9AM-5PM Eastern Standard Time are not covered under this Agreement and, if such services are requested by the Client and made available by SOMA, they will be provided at an additional cost to the Client, in a supplementation Support Agreement. |

Confidential


Acceptance

Upon signature by Client and submission to SOMA, this Order Form shall become legally binding unless this Order Form is rejected by SOMA for any of the following reasons:

- (1) the signatory below does not have the authority to bind Client to this Order Form,
- (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or
- (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the SOMA Master Subscription Agreement, unless :

- (i) Client has a written master subscription agreement executed by SOMA for such Services as referenced in the Documentation, in which case such written SOMA master subscription agreement will govern or
- (ii) otherwise set forth herein.

	Client		SOMA Global		
	Signature:				
	Name:	Peter Quintas			
	Title:	CEO			
	Date:	12/21/2021			



Staff Report

File #: 22-0074

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

Accept and appropriate grant funding allocated by the federal government for the Corona Municipal Airport in response to the COVID-19 pandemic.

EXECUTIVE SUMMARY:

In an effort to implement protocols for Covid-19 safety and enhance the experience of airport users at the Corona Municipal Airport, the Community Services Department requests the authorization to accept, appropriate and administer the various grants allocated for the Corona Municipal Airport by the Federal Aviation Administration. The funds will be used to offset operations, personnel, cleaning, sanitization, and janitorial services to combat the spread of pathogens at the airport while ensuring a safe environment for airport lease holders, tenants, and users.

RECOMMENDED ACTION:

That the City Council:

- a. Accept the Federal Aviation Administration CARES Act Grant in the amount of \$30,000.
- b. Accept the Federal Aviation Administration Airport Coronavirus Response Grant in the amount of \$13,000.
- c. Authorize the City Manager, or his designee, to execute the Federal Aviation Administration Airport Rescue Grant Agreement in the amount of \$32,000 as the City of Corona's authorized representative.
- d. Authorize the City Manager, or his designee, to complete and submit all necessary forms and related reports for the CARES Act Grant, Airport Coronavirus Response Grant, and Airport Rescue Grant.
- e. Appropriate \$75,000 to the Airport operating budget and increase revenue estimates by the

same amount in the Airport Fund for Fiscal Year 2022.

- f. Authorize the Finance Director to approve additional budgetary adjustments as needed to administer the grants.

BACKGROUND & HISTORY:

In response to the Coronavirus 19 pandemic (COVID-19), the federal government signed and executed various acts to provide states and local jurisdictions funding to address and mitigate financial loss as a result of COVID-19.

The City of Corona has received to grants thus far for a total of \$43,000 and with City Council approval will accept and additional \$32,000 for a total of \$75,000 in grant monies to support the vital health safety adjustments and operational adjustments at the Corona Municipal Airport (CMA). The purpose of this report is to have the City Council officially accept the \$43,000 already received by the City of Corona and approve and authorize the City Manager or his designee to accept the final grant of \$32,000, which has not yet been received.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. CARES Act funding is from the U.S. Treasury's General fund and the Federal Aviation Administration's (FAA) Office of Airports will administer and allocate these grant funds to airport sponsors via the CARES Act grant program. As a general airport, CMA was allocated a grant in the amount of \$30,000.

On December 16, 2020, City staff submitted the grant application as required to receive funding. CMA shall use these funds for operational and maintenance costs directly related to the airport.

On December 27, 2020, the President signed the Consolidated Appropriations Act, 2021. Division M of that Act is the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA). Title IV of CRRSA provides approximately \$2 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic. CRRSA funding is from the U.S. Treasury's General fund and the FAA's Office of Airports will administer and allocate these grant funds to airport sponsors via the Airport Coronavirus Response Grant Program (ACRG). As a general airport, the CMA was allocated a grant in the amount of \$13,000. On May 13, 2021, City staff submitted the grant application as required to receive funding. CMA shall use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. While these funds have been received they have not been formally accepted by the City Council. The staff recommendation to the City Council is to formally accept those funds for use at the CMA.

On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (ARPA) (H.R. 1319, Public Law 117-2). ARPA provides \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the COVID-19 pandemic. The FAA will provide grants to all airports that are part of the national airport system, including the City of

Corona's public-owned general aviation airport. The FAA will distribute these grants via the Airport Rescue Grant Program (ARG). CMA shall use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. On July 20, 2021, the Corona Municipal Airport was notified of its eligibility to receive \$32,000 under the ARGP. Subsequently, City of Corona staff submitted the grant application prior to the November 30, 2021, submittal deadline. Execution of the Airport Rescue Grant Agreement, Grant No. 3-06-0055-003-2022 is pending Council consideration and authorization.

ANALYSIS:

As a result of the urgency created from the COVID-19 pandemic, City staff executed two of the three grant agreements for the CARES and ACRG grants. These grants now need to be formally recognized and received by the City Council so that they can be allocated for use at the CMA. The Corona Municipal Code (CMC) 2.04.060, Section Y, which provides the authority for the City Manager to approve or delegate approval of such grant funds which is further supported by the City's COVID Emergency Resolution. With the receipt of the third grant and the shift of Airport oversight to the Community Services Department, staff is asking the City Council to formally accept and acknowledge the two previous grants, authorize the City Manager, and/or her his designee, to execute the Federal Aviation Administration Airport Rescue Grant Agreement in the amount of \$32,000, and authorize the City Manager, or his designee, to complete and submit all necessary forms and related reports for the CARES Act Grant, Airport Coronavirus Response Grant, and Airport Rescue Grant.

The timeline to complete the final grant agreement is very short. ARG Grant due to the FAA by January 20, 2022.

Staff prepared this report to process all required actions which include acceptance of the ARG grant and appropriation of all three grant funds into the airport operating budget to pay for eligible activities that prevent, prepare for, and respond to the COVID-19 pandemic. The City has four years to expend the grants. Staff is working to develop the timeline for the expenditure of these funds and has both operational and infrastructure expenditures identified for these grants. Staff will assure proper and timely use of the CARES, ACRG and ARG grant funding, submit annual financial reporting, and upon grant completion will submit a closeout report.

Staff recommends acknowledgement, authorization, acceptance and appropriation of the CARES, ACRG and ARG grant funding.

FINANCIAL IMPACT:

Approval of the recommended actions will appropriate \$75,000 and increase revenue estimates by the same amount in the Airport fund operational budget.

Fund	07/01/21 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/22 Est. Working Capital
Airport Fund 275	\$927,988	\$442,062	(\$620,502)	Appropriation (\$75,000) Revenue +\$75,000	\$749,548

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 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 action is not subject to CEQA. This action is to accept grant funds and authorize an operating budget appropriation, and there is no possibility that approval of the recommended actions will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: LAURA HUERTA

REVIEWED BY: ANNE K. TURNER

Attachments:

1. EXHIBIT 1 - CARES Act Grant Agreement, Grant No. 3-06-0055-001-2021
2. EXHIBIT 2 - ACRGP Grant Agreement, Grant No. 3-06-0055-002-2021
3. EXHIBIT 3 - Airport Rescue Grant Agreement, Grant No. 3-06-0055-003-2022



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA LAX ADO
777 S. Aviation Blvd
Ste 150
El Segundo, CA 90245

CARES Act Grant Transmittal Letter

June 1, 2021

Mr. Tom Moody
City of Corona
1900 Aviation Drive
Corona, CA 92828

Dear Mr. Moody:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0055-001-2021 for the Corona Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Saba Khan by email that the grant is administratively and financially closed. Saba Khan is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Cathryn G. Cason

Cathryn G. Cason (Jun 1, 2021 17:35 PDT)

Cathryn G. Cason
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date June 1, 2021

Airport/Planning Area Corona Municipal Airport

CARES Grant Number 3-06-0055-001-2021

Unique Entity Identifier 088513155

TO: CITY OF CORONA

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated December 16, 2020, for a grant of Federal funds at or associated with the Corona Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Corona Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Corona Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where

such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. **Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.

- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cathryn G. Cason

Cathryn G. Cason (Jun 1, 2021 17:35 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated June 2, 2021

CITY OF CORONA

(Name of Sponsor)



Tom Moody (Jun 2, 2021 18:58 PDT)

(Signature of Sponsor's Authorized Official)

By: Tom Moody

(Typed Name of Sponsor's Authorized Official)

Title: General Manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.

- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **CITY OF CORONA**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA LAX ADO
777 S. Aviation Blvd
Ste 150
El Segundo, CA 90245

CRRSA Transmittal Letter

June 23, 2021

Mr. Tom Moody
City of Corona
1900 Aviation Drive
Corona, CA 92828

Dear Mr. Moody:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-06-0055-002-2021 for Corona Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **July 23, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Cathryn G. Cason

Cathryn G. Cason (Jun 23, 2021 10:42 PDT)

Cathryn G. Cason
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 23, 2021 _____

Airport/Planning Area Corona Municipal Airport

ACRGP Grant Number 3-06-0055-002-2021

Unique Entity Identifier 088513155

TO: CITY OF CORONA

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated May 13, 2021, for a grant of Federal funds at or associated with the Corona Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Corona Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Corona Municipal incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of

debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before July 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated June 23, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cathryn G. Cason

Cathryn G. Cason (Jun 23, 2021 10:42 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated June 29, 2021

CITY OF CORONA

(Name of Sponsor)



Tom Moody (Jun 29, 2021 15:25 PDT)

(Signature of Sponsor's Designative Official/Representative)

By: Tom Moody

(Type Name of Sponsor's Designative Official/Representative)

Title: General Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Dean Derleth, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at June 30, 2021

By:



(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **CITY OF CORONA**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of May 13, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA LAX ADO
Los Angeles Airports
District Office:
777 S Aviation Blvd, Ste
150
El Segundo, CA 90245

Airport Rescue Grant Transmittal Letter

December 21, 2021

Ms. Ann Turner
Director of Community Service Department
400 S. Vicentia Ave #225
Corona CA 92882

Dear Ms. Turner:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-06-0055-003-2022 for Corona Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 20, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


Cathryn G. Cason (Dec 21, 2021 11:15 PST)

Cathryn G. Cason
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 21, 2021

Airport/Planning Area Corona Municipal Airport

Airport Rescue Grant No. 3-06-0055-003-2022

Unique Entity Identifier 088513155

TO: CITY OF CORONA

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 18, 2021, for a grant of Federal funds at or associated with the Corona Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Corona Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Corona Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
 \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 20, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.
- 20. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 21, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cathryn G. Cason

Cathryn G. Cason (Dec 21, 2021 11:15 PST)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

CITY OF CORONA

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **CITY OF CORONA**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 18, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



Staff Report

File #: 22-0048

REQUEST FOR CITY COUNCIL ACTION

DATE: 1/19/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

Professional Services Agreement with Moore Iacofano Goltsman, Inc. dba MIG for the Parks and Recreation Master Plan Project.

EXECUTIVE SUMMARY:

This action is to award Request for Proposals 22-027RH for the Parks and Recreation Master Plan Project. The City's Strategic Plan identifies the development and implementation of a Parks and Recreation Master Plan as a milestone for providing Sound Infrastructure that will serve to provide a unified vision and planning framework for the enhancement, maintenance, and expansion of parks and recreation facilities. The City Council will consider awarding a Professional Services Agreement to Moore Iacofano Goltsman, Inc. dba MIG to complete the project.

RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposals 22-027RH for the Parks and Recreation Master Plan Project to Moore Iacofano Goltsman, Inc. dba MIG of Pasadena, CA, for a total amount of \$261,990.
- b. Authorize the City Manager, or his designee, to execute a Professional Services Agreement with Moore Iacofano Goltsman, Inc. dba MIG of Pasadena, CA, for a term of January 19, 2022 through July 31, 2023 in the amount of \$261,990.
- c. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, amendments, and change orders up to 10% or of the original contract amount as authorized in Corona Municipal Code Section [3.08.070\(I\)](#).
- d. Authorize the Purchasing Manager to issue a Purchase Order to MIG of Pasadena, CA in the amount of \$261,990.

- e. Approve an appropriation in the amount of \$38,189 to the Capital Improvement Project titled Parks Master Plan, Project No. 76450, from the General Fund, Measure X Funds.

BACKGROUND & HISTORY:

The City of Corona ("City") is in the western portion of Riverside County and covers 39.2 square miles. Corona consists of five council districts with over 160,000 residents. The City owns and maintains over 355 acres at 38 parks.

The City recently updated its Strategic Plan for 2021-2026. Strategic Plan Goal 3 is Sound Infrastructure, which includes the development and enhancement of parks, trails, and recreational facilities to better serve residents. In particular, the Strategic Plan calls for the development and implementation of a Parks and Recreation Master Plan to provide a unified vision and planning framework for the enhancement, maintenance, and expansion of parks and recreation facilities.

Corona's last Park Master Plan was completed in 1989. Much has changed since that time, including the demographics of residents in the City, popular recreational activities, funding for park maintenance and development, and the philosophy towards parks and outdoor spaces.

Through this 2022 Parks and Recreation Master Plan, the City desires to:

- Ensure the City is effectively utilizing park spaces and serving the needs of the community;
- Be thoughtful regarding changing trends in outdoor activities by utilizing flexible or multi-functional amenities and equipment that can be converted or transformed with minimal effort in the future;
- Look at parks and recreation activities with an eye towards the total cost of ownership and return on investment over the life of the asset and program;
- Effectively manage existing and future assets for the entirety of their useful life and proactively plan for their eventual replacement;
- Develop park plans, programs, and amenities that are experiential in nature with an emphasis on equity and inclusion; and
- Provide regular channels of communication with the public to both receive feedback on parks and recreation services as well as to report on how the City is meeting established objectives.

ANALYSIS:

The Parks and Recreation Master Plan is a foundational document that will be at the core of future activities for years to come. In order to assist with the outreach to find a consultant to develop the Parks and Recreation Master Plan, City staff developed a list of potential consultants based upon research through the California Park & Recreation Society (CPRS). Each consultant on the list demonstrated a history of successful park master plan projects in line with Corona's vision for the project, including the development and desire for an achievable plan with clear milestones and metrics for performance measurement. The Corona Standard that will be created through this interactive master planning process will define the types of amenities, park furniture, and field standards that residents should expect in parks throughout the City. Corona city staff informed 18 consultants about the upcoming opportunity to encourage the submission of proposals.

The City of Corona issued Request for Proposals (RFP) 22-027RH for the Parks and Recreation Master Plan Project. The RFP was posted on the City's PlanetBids bidding website and advertised in the Sentinel Weekly on October 27, 2021. A total of 32 prospective consultants expressed interest in the RFP by registering on the City's website, and four proposals were received by the December 8, 2021 due date and time.

The four proposals were evaluated by a team of three staff members based upon the following criteria:

Criteria	Description	Maximum Points
Completeness of Response	Responses must be complete. Responses that do not include the proposal content requirements within the 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.	Pass or Fail
Qualification of Firm	Strength, experience and stability of the firm; technical competence and experience of firm's consultants in providing similar services to other municipalities of at least equal geographic size and population characteristics; demonstrated knowledge of the scope of work required and capability of performing specific tasks outlined in the RFP; assessment of client references; adequacy of staff to provide required services; and reputation of firm in providing similar services.	10 points
Qualifications of Personnel	Qualifications, education, technical competence, and experience of staff. Proposal must demonstrate a project-appropriate consultant team organization diagram, including the project manager as the main point of contact; identify the geographic location of the firm and each team member; describe the qualifications and experience of each team member, plus their anticipated level of participation in the project; and clarify who would be reasonably expected to perform the bulk of the work, and who would perform primary oversight, QA/QC, and other supportive roles. Provide evidence of successful completion of similar projects.	40 points

Work Plan / Project Understanding and Approach	Depth and thoroughness of consultant's understanding of the project and the City's requirements; identification and understanding of project issues and challenges; quality and logic of work plan; logic of project organization and appropriateness of resource estimate and labor distribution among the tasks; and adequacy of system or process for managing costs, project schedule and communication.	40 points
Value	Appropriate number of hours budgeted for project tasks; reasonableness of the consultant's hourly rates, labor hours, and fee required to perform the work in relation to the scope of work and other proposals received; and the total fee will be judged for value and used as the basis of comparison between the proposals submitted.	10 points

Based upon the results of the RFP evaluation process, City staff recommends awarding the contract for RFP 22-027RH for the Parks and Recreation Master Plan Project to Moore Iocofano Goltsman, Inc. (MIG) in the amount of \$261,990. MIG's proposal demonstrated a thorough understanding of the requested scope of work and vision for the City of Corona's desired outcomes from this project. MIG's proposal illustrated a thoughtful approach and provided a sample work product that captured the essence of the project. MIG was the highest rated proposal with a score of 94 out of 100 the next ranked proposal was rated 83 out of 100. The MIG proposal was specifically tailored to the Corona community. The other proposals submitted did not quite reach that level of detail.

The Corona Parks and Recreation Master Plan Project is anticipated to take 18-months to complete. Once completed, the Parks and Recreation Master Plan will serve as the guiding document for the development of Capital Improvement Projects and on-going maintenance standards for recreation facilities. The key to a successful Plan is community engagement, MIG will provide an overview of the planning process and discuss the strengths, weaknesses, opportunities, and challenges for the park system with the Parks and Recreation Commission. Using the SWOT analysis, the consultant team will engage the Corona community with a bilingual park and recreation questionnaire, pop-up park events, focus groups, projects to define the public good, and uncovering services gaps and opportunities. All of the public outreach work will be available to the public throughout the process in an interactive timeline on the Master Plan webpage so at any point in the 18 month process the community can choose how it wishes to participate.. The consultant and City staff will work together with the Parks and Recreation Commission and the City's communication team to engage Corona's residents in this important work.

Major tasks and project deliverables are outlined below, along with an approximate timeline for completing each task. A more detailed scope for the project is included in the Scope of Services in the Professional Services Agreement (Exhibit 1).

Time Period	Project Phase
January 2022	Award Professional Services Agreement to MIG
February-May 2022	Phase 1: State of the System • Project kick-off • Review of background information and plan documents • Site visits and preliminary findings • Develop engagement plan and timeline, including webpage and social media branding and templates
April-September 2022	Phase 2: Needs, Opportunities and Standards • Develop survey questionnaires • Conduct pop-up and virtual outreach activities • Perform Cost of Service Analysis • Draft insights report by service category • Analyze park access and opportunities maps • Develop cost recovery strategies • Provide Needs Assessment and Opportunities Summary Report with Benchmarking and Level-of-Service (LOS) Analysis
September 2022-February 2023	Phase 3: Vision and Recommendations • Document Vision Framework, including vision, mission, goals and objectives • Finalize cost recovery goals and metrics • Identify LOS standards, park design and development guidelines and equity metrics • Provide site recommendations, illustrations and proposed system map • Fee and charges recommendations and cost policy revisions • Develop Capital Improvement Plan and Planning Level Costs • Return-on-Investment and Economic Model development • Perform Community Prioritization Activity and Summary
February-May 2023	Phase 4: Plan Development and Implementation • Staff education and cost recovery training • Draft Master Plan, including executive summary, action plan, implementation and funding strategy and Corona Report Card • Public Review of Draft Master Plan, including Parks Commission and City Council presentations • Finalize and adoption of Master Plan

COMMITTEE ACTION:

The Park Master Plan project was presented to the Parks and Recreation Commission on February 10, 2021 and at the Special Meeting of the Corona City Council on March 11, 2021.

FINANCIAL IMPACT:

There is currently a Capital Improvement Project titled Parks Master Plan, CIP No. 76450. This CIP has a total of \$250,000 in available funding, with \$150,000 coming from Measure X Funds and \$100,000 funded by the Park Development Impact Fee Fund. The total amount of the contract to be awarded is \$261,990. Corona Municipal Code Section [3.08.070\(I\)](#) provides for City Manager approval of up to a 10% change order, in the amount of \$26,199. This brings the total potential amount of this project to \$288,189. Staff requests an additional appropriation of \$38,189 from the General/Fund Measure X Funds to the Parks Master Plan CIP No. 76450. Any unused funds will be

returned to the fund balance at the conclusion of the project.

GENERAL FUND	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660
Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)*	(871,350)
Current Estimated Revenue Over Expenditures	577,892
Parks Master Plan - Appropriation	(38,189)
Parks Master Plan - Adjust Measure X Reserve	38,189
Revised Estimated Revenue Over Expenditures	\$ 577,892
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	577,892
Estimated Budget Balancing Measures Reserve - 06/30/22	\$ 28,243,487

* Approved through Council Action or other operational process.

GENERAL FUND	
Measure X Reserve (Parks & Recreation) Balance	\$ 4,256,510
Parks Master Plan Appropriation	(38,189)
Measure X Reserve (Parks & Recreation) Balance - REVISED	\$ 4,218,321

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 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 simply approves the contract for the Parks and Recreation Master Plan planning project, and there is no possibility that this action will have a significant effect on the environment. Any future projects that may be developed as a result of this plan will go through the CEQA process individually. Therefore, no environmental analysis is required.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachment:

1. Exhibit 1- MIG Professional Services Agreement

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MOORE IACOFANO GOLTSMAN, INC. dba MIG
(CITY OF CORONA PARKS AND RECREATION MASTER PLAN, RFP 22-027RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ (“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 Moore Iacofano Goltsman, Inc. (dba MIG), a California Corporation with its principal place of business at 800 Hearst Ave., Berkeley, CA 94710 (“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 professional planning and design services for parks and recreation facilities 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 Parks and Recreation Master Plan, RFP 22-027RH 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 planning and design services for parks and recreation facilities 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 January 19, 2022 to July 31, 2023 (“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: Cindy Mendoza, Project Director and Genevieve Sharrow, Project Manager.

3.2.5 City’s Representative. The City hereby designates Anne Turner, 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 Cindy Mendoza 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 minimum; per claim.

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 Two Hundred Sixty One Thousand Nine Hundred Ninety Dollars (\$261,990.00) ("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:

MIG
537 S. Raymond Avenue
Pasadena, CA 91105
Attn: Cindy Mendoza

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Anne Turner, 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 MOORE IACOFANO GOLTSMAN, INC. dba MIG
(CITY OF CORONA PARKS AND RECREATION MASTER PLAN, RFP 22-027RH)

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

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By: _____
Roger Bradley
Assistant City Manager

Reviewed By: _____
Anne Turner
Community Services Department Director

Attested By: _____
Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MOORE IACOFANO GOLTSMAN, INC. dba MIG
(CITY OF CORONA PARKS AND RECREATION MASTER PLAN, RFP 22-027RH)

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

MOORE IACOFANO GOLTSMAN, INC. dba MIG
a California Corporation

By:  7F3FC3E3791347D...

Daniel Iacofano

Name

Title: (CEO, President)

By:  99720BF4391D435 ..

Chris Beynon

Name

Title: (CDO, Treasurer)

EXHIBIT “A” SCOPE OF SERVICES

PARK AND RECREATION MASTER PLAN

BACKGROUND & DESCRIPTION

Background:

The City of Corona (“City”) is located in the western portion of Riverside County and covers 39.2 square miles. Corona consists of five council districts with over 160,000 residents. The City of Corona owns and maintains over 355 acres at 38 parks. A complete list of parks can be found in Exhibit A. The City of Corona is a vibrant, family community that recently updated its Strategic Plan for 2021-2026. Strategic Plan Goal 3 is Sound Infrastructure which includes the development and enhancement of parks, trails and recreational facilities to better serve residents. In particular, the Strategic Plan calls for the development and implementation of a Parks and Recreation Master Plan to provide a unified vision and planning framework for the enhancement, maintenance, and expansion of parks and recreation facilities.

Corona’s last Park Master Plan was completed in 1989. Much has changed since that time, including the demographics of residents in the City, popular recreational activities, funding for park maintenance and development, and the philosophy towards parks and outdoor spaces. Through this Parks and Recreation Master Plan, Corona desires to:

- Ensure the City is effectively utilizing park spaces and serving the needs of the community;
- Be thoughtful regarding changing trends in outdoor activities by utilizing flexible or multi-functional amenities and equipment that can be converted or transformed with minimal effort in the future;
- Look at parks and recreation activities with an eye towards the total cost of ownership and return on investment over the life of the asset and program;
- Effectively manage existing and future assets for the entirety of their useful life and proactively plan for their eventual replacement;
- Develop park plans, programs and amenities that are experiential in nature with an emphasis on equity and inclusion; and
- Provide regular channels of communicating with the public to both receive feedback on parks and recreation services as well as to report on how the City is meeting established objectives.

WORK TO BE PERFORMED:

The MIG Team proposes a four-phased approach that integrates all tasks from the RFP into a seamless, sequenced work plan that simplifies project management and scheduling. Public engagement activities and advisory group guidance are built into each phase to deliver a prioritized community-driven master plan.

The scope references coordination with the following advisory groups:

- **Selected Community Services Staff** will be involved in two discussions of the cost recovery strategy.

- The **Parks and Recreation Commission** will provide guidance at key project milestones. If desired, this advisory group could be expanded to include the five Commission members plus key stakeholders or community liaisons to each Council district to represent broader perspectives and geographies. The Commission is anticipated to be involved in three Master Plan meetings and two cost recovery meetings.
- **City Council** members will ensure consistency of the Master Plan with other city initiatives. MIG anticipates meeting twice with the Council to discuss the Master Plan: once in Phase 1 in key leader interviews to establish direction for the planning process and again in Phase 4 to discuss the Draft Master Plan. 110% will also meet with the Council once or twice to discuss the cost recovery strategy.

PHASE 1: State of the System

1.1 PROJECT KICKOFF VIDEOCONFERENCE

MIG will meet with the City's Project Team and key staff in a videoconference to initiate the project and discuss the desired project outcomes, available background materials, communication protocols, engagement strategies, and schedule. MIG will host the call on Zoom and provide an agenda.

1.2 BACKGROUND REVIEW

MIG will submit an information request letter and create a shared drive with links for City staff to easily transfer relevant project information. MIG will review past reports, studies, and plans, summarizing findings and demographic data in the Preliminary System Summary (Task 1.8).

1.3 KEY LEADER INTERVIEWS

One-on-one interviews will be held early in the planning process with key decisionmakers to identify opportunities and issues for the Master Plan to address. Up to eight 30-minute interviews will be held, potentially with City Council members, the City Manager, key business partners, and/or other decisionmakers that have substantial influence in Corona. Participants will be determined in consultation with City staff, who will schedule interviews. MIG will provide an interview tool, allow one day of time for back-to-back videoconference interviews, and summarize key themes to provide direction for the planning process.

1.4 PARK TOUR AND SITE VISITS

To build a shared understanding of the condition, location, context, and opportunities, key MIG and City staff will spend a day together touring representative parks, recreation facilities, and trails to discuss strengths and challenges of the park system. After this tour, MIG landscape architects will visit each remaining park to assess park conditions and capacity for enhancement using MIG's Park Evaluation and Assessment Checklist. Results will be summarized in a memo to inform the Needs Assessment and development of site recommendations in Phases 2 and 3.

1.5 GIS BASE MAP AND INVENTORY

MIG will review the City's park inventory data and GIS shapefiles, cross-checking data against park tour notes to create a more accurate and complete accounting of City park land, facilities, and park amenities. Using the revised GIS data, we will produce an Excel inventory and draft base map showing existing parks, open space, major recreation facilities, and trails in Corona and overlay information including City planning areas, water bodies, roadways, schools, etc. The

inventory and base map will be revised into final form based on one round of consolidated comments from the City. MIG will package the revised GIS data for future City use.

1.6 COST RECOVERY EDUCATION & TRAINING

MIG Team member 110% will provide education and training on the front end of the process with staff, the Park and Recreation Commission, and City Council (per the discretion of the Executive Director), describing the cost recovery exercise and how the outcomes are intended to positively affect service delivery. These video sessions will introduce the topics of financial management and cost recovery in the public sector and discuss how revenues are or may be generated, how to think differently about spending/investing taxpayer resources, and how cost recovery philosophy may sustain parks and recreation systems over the long term. These virtual workshops will include the creation of a definition for the “common good” relevant to the realities in Corona as an important step in the development of a defensible cost recovery strategy.

1.7 PUBLIC ENGAGEMENT PLAN

The MIG Team will develop an engagement and communications plan that outlines an integrated, phased approach of activities and communication strategies that will build from previous survey work and drive participation. This will include activity descriptions, print and digital communication and social media tools, process schedule, roles and responsibilities, and bilingual/multi-lingual meeting and translation needs.

1.8 PROJECT BRANDING AND IDENTITY

MIG’s graphics and communications staff will develop project branding elements, including colors, styles, and a graphic banner that can be used in all documents, the project webpage, and associated project materials to create a visible and immediately recognizable identity for the project and subsequent Department materials. As part of this task, MIG will provide a process graphic, flyer/social media template, and guidance for the development of a City-administered project webpage to keep the public informed of the process and opportunities to be involved.

1.9 PARKS & RECREATION PRELIMINARY SYSTEM SUMMARY

MIG will summarize Corona’s park and recreation assets and resources in an attractive, graphic, easy-to-read brief, providing an overview of community demographics, parks and facilities, recreation programs and events, operations, and funding. The Summary Memo will identify issues and opportunities that the Master Plan should address. MIG will provide a draft document (pdf or Word file), revising this into final form based on one round of consolidated City comments.

1.10 COMMISSION MEETING #1: ORIENTATION AND SWOT

MIG will create a PowerPoint, attend, and facilitate a discussion in conjunction with an existing Parks and Recreation Commission Meeting or videoconference to provide an overview of the planning process and discuss the strengths, weaknesses, opportunities, and challenges for the park system.

1.11 PROJECT MANAGEMENT AND ADMINISTRATION

This phase includes biweekly conference calls with the City’s project manager to review deliverables and monitor project progress.

PHASE 2: Needs, Opportunities, and Standards

2.1 COST RECOVERY SERVICE CATEGORY DEVELOPMENT

MIG Team member 110% will involve a Service Category Development Team—comprised of staff representing all areas and levels of the Community Services department—in the development of draft service categories representing Corona’s service menu. Resources will be provided to the team to assist in the development of service categories as well as category definitions. In addition, this team will assist in the cost of service analysis by assigning each department service (e.g., course, class, event) to the service category to which it belongs.

2.2 BILINGUAL PARK AND RECREATION QUESTIONNAIRE

Building on outreach already conducted for the Trails Master Plan, MIG will develop and program an online questionnaire that is tablet-, computer-, and smartphone-friendly. It will be customized to Corona’s project needs, addressing questions about parks, recreation facilities, trails, open space, programs, and services, and potentially focusing on use, recreation preferences, desired benefits, and service improvements, etc. MIG will draft questions, revise them based on one set of comments from City staff, translate questions into Spanish, program the questionnaire online, and provide a link to the City for web posting and distribution. MIG will host the questionnaire for four to five weeks. Following this, MIG will present tabulated results and a summary of key findings. City staff will be responsible for advertising the questionnaire and posting links on the website and social media.

2.3 POP-UP OR VIRTUAL OUTREACH ACTIVITY

MIG will supplement the online questionnaire with a second activity or forum intended to dial in to specific needs and/or represent underserved groups. This activity may take one of several forms to be determined in the kickoff meeting and engagement plan. Options include, but are not limited to a pop-up activity and materials, a paper version of the questionnaire, a photo contest, or an activity packet and stipend for community-based organization (CBO) outreach, recognizing that some underrepresented groups are more likely to respond to outreach requests made through their own social networks.

2.4 COMMUNITY CONNECTIONS

MIG will dig deeper into the needs of key groups, facilitating 2-3 focus group discussions with 10-12 representatives of distinct community needs, including recreation user groups, specific demographic groups, the business community, or others as defined in the public engagement and communications plan. MIG will develop focus group questions, facilitate discussions via videoconference, and following the meetings, summarize results. Preliminarily, MIG recommends the following groups: Spanish-speaking residents (one focus group will be in Spanish), youth, sports providers, and/or a community panel with liaisons to underrepresented groups and CBOs.

2.5 COST RECOVERY BENEFICIARY OF SERVICE MEETINGS

MIG Team member 110% will conduct up to three interactive virtual workshops with Department staff, the Park and Recreation Commission, City Council, and/or other community representatives to rank the Department’s service categories starting from services determined to align most with the “common good” to services that offer a more “individualized benefit.” These workshops allow the Department to begin building their Cost Recovery Strategy Continuum—a visual representation of their financial management and investment philosophy. By plotting all

service categories on a continuum illustrating which services are perceived to serve a common good in contrast to those providing the greatest individual benefit, the Department will begin to connect the dots between those services that should receive the greatest subsidy (common good services) in contrast to those that may receive little to no subsidy (individualized services).

2.6 COST-OF-SERVICE ANALYSIS

Through the use of a unique, cloud-based Cost Recovery Tool that is part of the SmartRec© software application, MIG Team member 110% will conduct a cost-of-service analysis that will reveal the cost recovery performance of each Department service. All services offered by the Department will be identified and all revenues and costs/expenses (both direct and indirect) will be attributed appropriately in order to realize the cost recovery and subsidy level for each Department service. Staff who are needed to assist with this process include those at an administrator level along with those who are “gatekeepers” of the Department’s financial and service data.

A checklist that specifies all data requirements (revenues and expenses), a master spreadsheet, and in-depth support from the consulting team will be provided to assist the Department with initial data preparation and data collection. The cost-of-service analysis will be completed via three separate workshops and weekly touch points with Department staff. After the data collection and importing processes conclude, staff will view the Department’s Cost Recovery Tool and the results of the cost-of-service analysis. These data and supplemental insights include the cost to provide each individual service provided by the Department, current cost recovery and subsidy levels, and a series of other important data and information.

Current cost recovery performance results can be used as the baseline from which the Department can justifiably and rationally set cost recovery/subsidy allocation goals that will ultimately be placed on their Cost Recovery Strategy Continuum, creating a visual representation of the Department’s tax use and revenue enhancement philosophy. Results will also guide the organization in establishing fees and charges and making other informed financial decisions moving forward.

2.7 PARK ACCESS, SERVICE GAPS, AND OPPORTUNITIES ANALYSIS

Using publicly available data (Urban Footprint and TPL’s ParkServe™ data) as well as MIG data and tools (Esri Tapestry Segmentation Data and ArcGIS Network Analyst™), MIG will evaluate park and facility service gaps for nearby park and recreation needs. Off-street trails, sidewalks, and the actual paths of travel will be considered, mapping solutions to providing more equitable parks and open space for the community. Each gap area will be evaluated to identify “opportunities” to address service needs, including vacant lands, potential joint-use sites, underutilized open space and corridors, capacity to reprogram existing parks, mobile recreation options, public-private partnerships, and innovative small-scale solutions. Findings will be incorporated into the Needs Assessment and Opportunities Summary Report.

2.8 RECREATION FACILITIES, PROGRAMS, AND LOS ANALYSIS

With 38 parks, multiple recreation and community centers, a senior center, bandshell, local pools, and open spaces such as the Sage Open Space area and Fresno Canyon, facility operations and indoor/ outdoor sport programs and activities are integral to the recreation opportunities provided in the city. MIG will compare the City of Corona’s existing level of service to NRPA’s Park Metrics, TPL’s ParkScore data, and 2-3 benchmark communities to show where Corona is

above or below the norm. By comparing these findings to trends data and key themes emerging from the community engagement process, MIG will evaluate park and recreation facility needs, including programs and services, to identify projected needs. Findings will be incorporated into the Needs Assessment and Opportunities Summary Report.

2.9 COST RECOVERY STRATEGY ALTERNATIVES

110% will develop strategies associated with cost recovery efforts in order to align with the motives and needs of varying program areas and facilities of the Department. Options can include strategies designed for specific funds, service area(s), or by term such as: an overall general fund cost recovery strategy; an enterprise or business operations cost recovery strategy; a short-term (2-3 years) cost recovery strategy; a long-term cost recovery strategy (3-5 years or beyond); etc.

2.10 NEEDS ASSESSMENT AND OPPORTUNITIES SUMMARY REPORT

MIG will create an attractive summary report of Phase 1 and Phase 2 findings. The Needs Assessment and Opportunities Summary Report will summarize existing service levels and identify needs, as well as opportunities and issues to be addressed in the Master Plan, given the City's unique demographics, character, and sense of place. The Needs Assessment and Opportunities Summary Report will document findings, including maps and graphics.

2.11 COMMISSION MEETING #2: NEEDS, OPPORTUNITIES, AND THE CORONA STANDARD

MIG staff, with MIG Team member Jayne Miller, will facilitate a brainstorming charrette with advisory group members to discuss the community's vision for parks and recreation as well as the implications of needs assessment findings for park system metrics, standards, and services. MIG will create an agenda and materials to foster the discussion.

2.12 PROJECT MANAGEMENT AND ADMINISTRATION

This phase includes biweekly conference calls with the City's project manager to review deliverables and monitor project progress.

PHASE 3. Vision and Recommendations

3.1 VISION FRAMEWORK

Incorporating Commission/advisory group guidance, MIG will begin Phase 3 by defining the mission of Corona's Community Services Department as well as the vision, goals, and objectives for the Master Plan. This information will provide the strategic framework to draft in next tasks plan recommendations, performance measures, and guidelines that define the Corona standard.

3.2 COST RECOVERY GOAL SETTING

Once the cost-of-service analysis is complete, 110% will work with the Department to determine cost recovery/subsidy allocation goals based upon current performance, analysis insights, and budget projections. This is when the organization's Cost Recovery Strategy Continuum takes shape. The Continuum and a robust Insights Report (which includes data sets from the Cost-of-Service Analysis) sets the stage for implementation and momentum, aligning the Department's and community's values with financial condition and a commitment to financial discipline.

3.3 CORONA STANDARDS, POLICY GUIDELINES, AND EQUITY METRICS

MIG will work with the Department to define LOS standards; park distribution, design, development, programming, placemaking (experiential), and resiliency guidelines; and performance metrics that will guide Corona's parks and recreation system. As part of this task, MIG Team member Jayne Miller will provide models and case studies of equity policy and metrics being applied in other cities across the country as park agencies remove barriers and strive to invest more equitably in parks projects, experiences, and services. This information will be presented as a series of systemwide policies to guide the acquisition, development, programming, maintenance, operations, and sustainability of the park and recreation system.

3.4 KEY PERFORMANCE INDICATORS – COST RECOVERY METRICS

Taking what has been learned from the Cost-of-Service Analysis, 110% will identify success metrics and include them in policy statements as a means to evaluate whether or not Department services are in compliance with cost recovery goals and other intended outcomes.

3.5 SITE-SPECIFIC RECOMMENDATIONS, ILLUSTRATIVES, AND MAP

MIG will develop recommendations for existing and proposed park land and public facilities that reflect the various park sizes and neighborhood character within the City's parks portfolio. Site recommendations will address new acquisitions, site development, renovations, improvements, added elements, and even potential partner projects. Simple site illustratives will be developed for up to 20 park sites (as identified by City staff) or more detailed concepts could be created for 10 parks slated for major change. In lieu of illustratives for other sites, MIG will create a GIS-based map/plan summary graphic of all site recommendations to see proposed changes and new sites across the system. MIG will provide the City with GIS .shp files for proposed new parks. Comments from City staff on draft materials will be incorporated into the Capital Improvement Plan (CIP) and Draft Master Plan.

3.6 RECOMMENDED FEES AND CHARGES

Based upon the results of the cost-of-service analysis, 110% will generate various reports from the data analysis within the Cost Recovery Tool, which will allow the Department a crystallized view of the revenues and costs (expenses) attributed to each individual service (classes, courses, activities, events, rentals, etc.) as well as recommended fees and charges based upon determined cost recovery/subsidy allocation goals. These recommendations will include various pricing strategies for the Department to consider as well.

3.7 CIP / CAPITAL AND MAINTENANCE COST MODEL

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year CIP. This includes identifying the planning-level costs for recommended capital projects and maintenance costs for each project. The model will incorporate regionally based park improvement cost data based on MIG's extensive experience in managing park construction projects locally. Instead of a static snapshot in time, this model will be designed to serve as tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. MIG will provide a draft cost model and revise it based on one round of edits from City staff.

3.8 ROI & ECONOMIC MODEL

110% will create an economic model that includes a Return-on-Investment (ROI) analysis to help ensure the Department is being efficient with the use of its resources, that assets are utilized

to their full replacement life, and that the best time to replace the asset prior to its failure has been identified. The analysis will also examine and direct policies to help optimize financial decision-making for ideal use of resources that align with resources, community needs, and expectations. The economic model will illustrate the financial management plan for the City of Corona that aligns with policy recommendations and the action plans developed through the assessment and outreach portion of the project. The ROI analysis will evaluate annual capital investment required for capital replacement and maintenance on an aggressive, moderate, and low-impact schedule.

3.9 COST POLICY ALTERNATIVES

Identifying and designing financial-centric policies can position the Department to address not only short-term financial challenges but long-term financial interests as well (e.g., a commitment to investing in infrastructure). These policies can be among the most critical deliverables of a cost recovery process. 110% will work with the Department to develop/rewrite policies to become more relevant to address cost recovery, social equity, and capital investment, just to name a few.

3.10 COMMUNITY PRIORITIZATION ACTIVITY

MIG will develop a prioritization exercise—to be deployed either digitally/online or in a workshop format—inviting residents, stakeholders, and participating Commission or advisory group members to make hypothetical investment choices in various park projects, maintenance, programming and events, and different types of improvements. The data collected will help identify the right investment level and right mix of projects, programs, and services to provide in the future. MIG will facilitate the activity in English and Spanish, and following the activity, summarize key findings in a short memo.

3.11 PROJECT MANAGEMENT AND ADMINISTRATION

This phase includes biweekly conference calls with the City's project manager to review deliverables and monitor project progress.

PHASE 4: Plan Development and Implementation

4.1 FUNDING, IMPLEMENTATION, AND ACTION PLAN

Incorporating the guidance from Phase 3, MIG will create a phased implementation plan identifying short-, medium-, and long-term capital projects based on the City's funding capacity for implementation. The Implementation Plan will be accompanied by funding strategies, taking into account the community's ability and willingness to pay for added projects and services. The Implementation Plan will be incorporated into the Draft Master Plan.

4.2 STAFF EDUCATION & TRAINING – COST RECOVERY INSIGHTS INTO ACTION

110% will develop methods and strategies for turning Insights into Action and provide guidance and suggested ways to use the data and information resulting from the process to staff in taking the necessary steps needed for implementation and action.

4.3 THE CORONA REPORT CARD

MIG will create and graphically depict proposed project milestones and metrics in a Report Card that can be used in conjunction with annual business planning and budgeting to assess how the City is progressing on Master Plan implementation.

4.4 ADMINISTRATIVE DRAFT MASTER PLAN

MIG will create a full draft Master Plan formatted as an attractive, easy-to-read document for review. MIG illustrates plans with graphics, maps, photos, and site concepts so that City staff may use it as a communication tool to build community support for implementation. Prior to developing the Master Plan, MIG will create an outline for City review and buy-in on plan content. Per the RFP, the City anticipates the document to be organized into an executive summary, accompanied by appendices that provide detailed information.

4.5 PUBLIC REVIEW DRAFT MASTER PLAN

Based on one set of consolidated comments provided by the City on the Administrative Draft Master Plan, MIG will revise the document, providing web- and print-ready PDF files to the City for posting and distribution.

4.6 COMMISSION MEETING #3: PLAN REVIEW

MIG will present the Draft Plan at a Parks and Recreation Commission Meeting for public and Commission member review, comment, and discussion. MIG will create and present a PowerPoint presentation for discussion.

4.7 CITY COUNCIL MEETING: PLAN REVIEW

MIG will present the Public Draft Plan at a City Council work session or regular meeting for review, discussion, and potential adoption. MIG will update the Commission PowerPoint and present it to Council.

4.8 FINAL MASTER PLAN

Based on one set of consolidated comments provided by the City on the Draft Master Plan, MIG will finalize the Master Plan, providing web- and print-ready PDF files to the City for posting and distribution.

4.9 PROJECT MANAGEMENT AND ADMINISTRATION

This phase includes biweekly conference calls with the City's project manager to review deliverables and monitor project progress as well as the transmittal of all plan deliverables and GIS data to the City.

Optional Tasks and Enhancements

The City may opt to add these services to the project.

OPT.1 PARK MONUMENT SIGN DESIGNS

MIG's wayfinding, signage, and graphics team will meet with City staff to identify monument signage needs, including preferred styles, sign types, materials, and anticipated maintenance protocols. With this information, MIG will prepare three preliminary design concepts (sketch format) for park monument signs that build on the branding/identity scheme developed in Phase 1. Based on one round of consolidated comments, MIG will develop a refined sign graphic

depicting the preferred design concept with two modified options for different sizes or uses in the City.

OPT.2 PARK & RECREATION PROVIDERS NETWORK

Given today's competitive landscape in the park and recreation and leisure services market, a thoughtfully constructed and managed partnership can be a fantastic strategy to efficiently utilize resources leading to cost-effective service delivery.

In an effort to set the stage for the future of partnerships intended to support the leisure services industry in Corona, 110% will facilitate a Parks and Recreation Providers Network gathering with the primary purpose of introducing the idea of a collaborative of park and recreation service providers in Corona. This would begin relationship-building and the identification of the types of services currently provided in the City by all organized recreation providers. This gathering would focus on:

- Analysis of the competitive landscape and identifying organizations that compete for like or similar markets to those of the City.
- Identification of opportunities to pursue collaborative efforts through partnerships that lead to efficient and effective use of resources.

Summary of Project Deliverables By Phase:

PHASE 1 DELIVERABLES

- Project Kickoff Agenda and Materials
- Request for Information Letter
- Key Leader Interview Tool and Summary
- Site Visit Findings
- Draft and Final Base Map and Inventory
- Cost Recovery Training Materials
- Engagement Plan
- Draft and Final Document Banner, Process Graphic, Social Media Template, and Webpage Directions
- Preliminary System Summary
- Commission Meeting PowerPoint

PHASE 2 DELIVERABLES

- Service Category Development Resources
- Draft and Final Questionnaire Questions, Spanish Translation, Online Form, Link, Summary Report
- Pop-Up or Virtual Outreach Activity Materials and Summary
- Community Connections Summary
- Beneficiary of Service Model
- Cost of Service Analysis
- Insights Report; Costs and Subsidies by Service
- Park Access Analysis Maps (2-3); Opportunities Matrix
- Cost Recovery Strategy Continuum
- Alternative Cost Recovery Strategies

- Needs Assessment and Opportunities Summary Report with Benchmarking and LOS Analysis
- Commission Meeting Materials

PHASE 3 DELIVERABLES

- Vision Framework (Vision, Mission, Goals, Objectives)
- Cost Recovery Goals
- LOS Standards, Park Design & Development Guidelines, Equity Metrics
- Cost Recovery Metrics
- Site Recommendations, Illustratives (20), and Proposed System Map
- Recommended Fees and Charges
- CIP and Planning Level Costs
- ROI and Economic Model
- Revised Cost Policies
- Community Prioritization Activity and Summary

PHASE 4: DELIVERABLES

- Master Plan Outline
- Staff Education & Cost Recovery Training Materials
- Administrative Draft Master Plan (includes Executive Summary, Action Plan, Implementation and Funding Strategy, and Corona Report Card)
- Public Review Draft Master Plan
- Commission PowerPoint
- Council PowerPoint
- Final Master Plan
- Transmittal of final GIS data

OPTIONAL DELIVERABLES

- Signage Sketch, Design Concepts (3), Preferred Sign Option (1), and Modified Options (2)
- Materials for Parks and Recreation Providers Network

EXHIBIT "B" SCHEDULE OF SERVICES

Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in this Exhibit "B"

Project Schedule

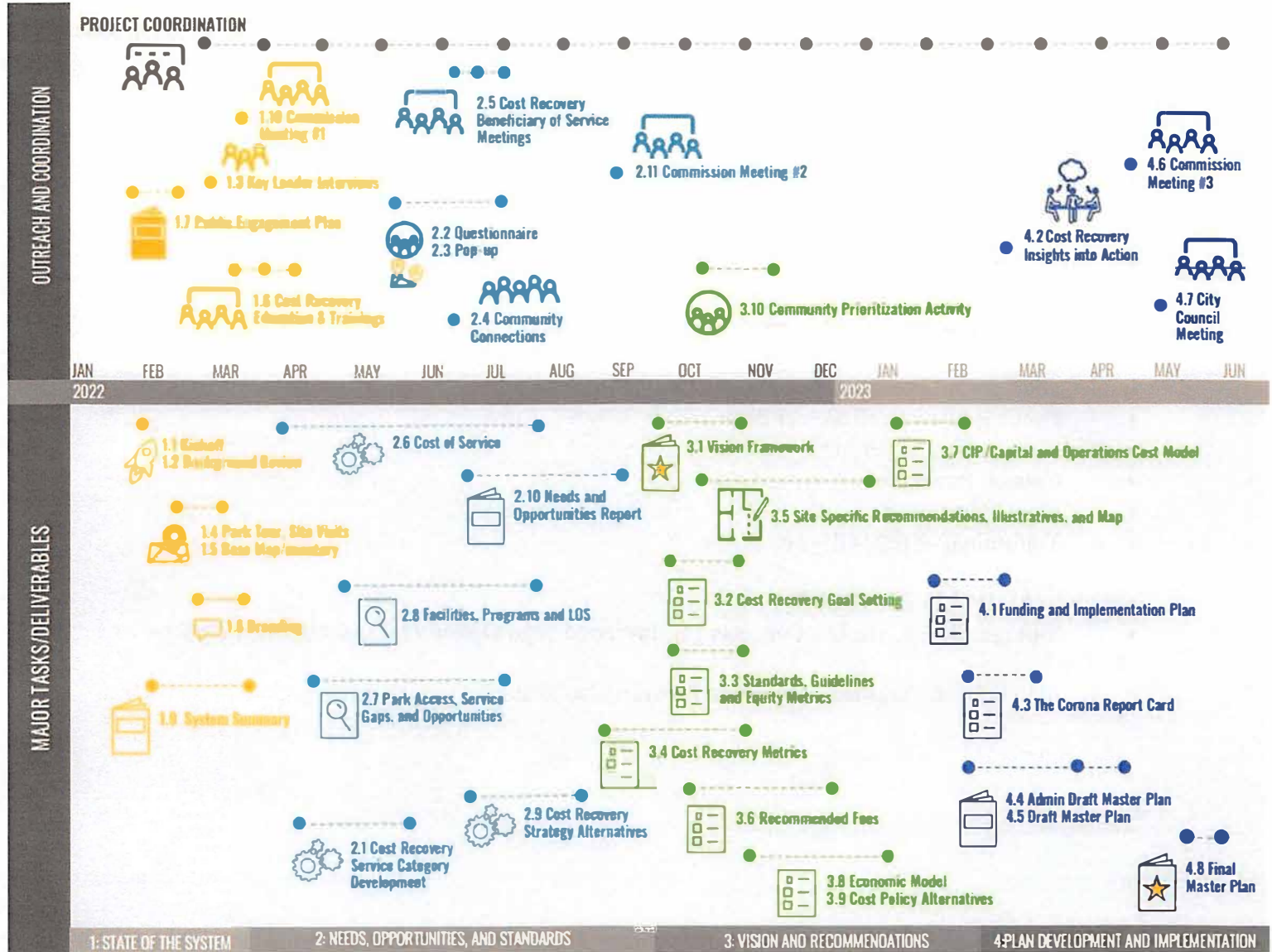


EXHIBIT “C” COMPENSATION

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

		Professional Fees Totals
Task 1:		
1.1	Project Kickoff Videoconference	\$1,130
1.2	Background Review	\$2,080
1.3	Key Leaders Interviews	\$3,500
1.4	Park Tour and Site Visits	\$16,220
1.5	GIS Base Map and Inventory	\$4,235
1.6	Cost Recovery Education & Training	\$5,530
1.7	Public Engagement Plan	\$3,070
1.8	Project Branding and Identity	\$5,880
1.9	Parks & Recreation Preliminary System Summary	\$4,720
1.10	Commission Meeting #1	\$3,245
1.11	Project Management and Administration	\$3,340
Subtotal		\$52,950
Task 2:		
2.1	Cost Recovery Service Category Development	\$3,820
2.2	Bilingual Park and Recreation Questionnaire	\$8,280
2.3	Pop-Up or Virtual Outreach Activity	\$4,875
2.4	Community Connections	\$4,210
2.5	Cost Recovery Beneficiary of Service Meetings	\$5,240
2.6	Cost of Service Analysis	\$16,195
2.7	Park Access, Service Gaps, and Opportunities Analysis	\$9,230
2.8	Recreation Facilities, Programs, and LOS Analysis	\$5,380
2.9	Cost Recovery Strategy Alternatives	\$2,160
2.10	Needs Assessment and Opportunities Summary Report	\$5,900
2.11	Commission Meeting #2	\$5,705
2.12	Project Management and Administration	\$3,990
Subtotal		\$74,985
Task 3:		
3.1	Vision Framework	\$5,270
3.2	Cost Recovery Goal Setting	\$3,310
3.3	Corona Standards, Policy Guidelines, and Equity Metrics	\$11,580
3.4	Key Performance Indicators - Cost Recovery Metrics	\$2,910
3.5	Site-Specific Recommendations, Illustratives, and Map	\$21,920
3.6	Recommended Fees and Charges	\$2,745
3.7	CIP/Capital and Operations Cost Model	\$5,080
3.8	ROI & Economic Model	\$6,050
3.9	Cost Policy Alternatives	\$6,810
3.10	Community Prioritization Activity	\$8,110
3.11	Project Management and Administration	\$3,990
Subtotal		\$77,775

Task 4:		
4.1	Funding and Implementation Plan	\$4,240
4.2	Staff Education & Training - Cost Recovery Insights into Action	\$1,705
4.3	The Corona Report Card	\$1,915
4.4	Administrative Draft Master Plan	\$15,320
4.5	Public Review Draft Master Plan	\$4,770
4.6	Commission Meeting #3	\$3,530
4.7	City Council Meeting	\$3,090
4.8	Final Master Plan	\$3,470
4.9	Project Management and Administration	\$3,365
Subtotal		\$41,405
Optional Tasks		
OPT.1	Alternative Park Monument Sign Design Templates	\$7,000
OPT.2	Park & Recreation Providers Network	\$5,000
Subtotal		\$12,000
SUBTOTAL		\$259,115
5% Markup (Direct Costs/Administrative)		\$2,875
TOTAL PROJECT COSTS		\$261,990

The following price list shows MIG's rates, as well as our reimbursable expenses.

Hourly Rates

MIG

Cindy Mendoza, Project Director	\$165/hr
Genevieve Sharrow, Project Manager	\$145/hr
Esmeralda García, Engagement Specialist	\$215/hr
Evan Mather, Landscape Architect	\$240/hr
Ed Canalin, Art Director	\$195/hr
Roxanne Borzo-Bertrand, Planning Associate	\$110/hr
Zach Likins, GIS Associate	\$130/hr
MIG Design Associate	\$135/hr
MIG Project Assistant	\$90/hr

Expenses

CATEGORY BASIS

Commercial travel	Cost+5%
Automobile travel	Current IRS rate
Lodging/Meals	Cost+5%
Photocopy (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
Commercial report reproduction	Cost+5%
Subcontractors	Cost+5%
Other (lab, aerial photos, etc.)	Cost+5%



Staff Report

File #: 22-0040

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Finance Department

SUBJECT:

Formation proceedings for proposed Community Facilities District 2022-1 (Skyline Heights) and approval of resolutions.

EXECUTIVE SUMMARY:

The items for City Council consideration are the approval of resolutions declaring intention to establish the proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona and to incur a bonded indebtedness for financing facilities for a proposed housing development project; and to set a public hearing for March 2, 2022, on the matters. These actions will initiate the formation proceedings for the proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2022-003, declaring intention to establish the proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona.
- b. Adopt Resolution No. 2022-004, declaring necessity for proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona to incur bonded indebtedness.

BACKGROUND & HISTORY:

Community Facilities Districts ("CFDs"), also known as Mello-Roos Districts, are special tax districts that are created through the Mello-Roos Community Facilities Act of 1982 as a means of obtaining additional public funding and financing for various services and infrastructural improvements in California by imposing special taxes on property.

The City was approached by developers JHB Colony Investments, LLC and American Superior Land, LLC (the "Landowners") regarding the formation of a community facilities district for the purpose of financing certain City facilities and services for a proposed housing development project.

The proposed development, known as the Skyline Heights project (the "Project"), consists of 294 single-family detached homes and is located along the south side of West Foothill Parkway, east of the Paseo Grande and Foothill Parkway Intersection, west of the Lincoln Ave and Foothill Parkway Intersection. Construction of the Project is anticipated to begin in late 2022 and is anticipated to take approximately three years to complete.

The proposed Community Facilities District ("CFD No. 2022-1") Special Tax A, will fund the development of certain facilities required to serve the Project, including storm drain, sanitary sewer, domestic water, reclaimed water, streets, and traffic signals. The maintenance services for public facilities within and for the benefit of the proposed Project, which will be funded through CFD No. 2022-1 Special Tax B, include maintenance and lighting of parks, parkways, streets, roads and open space, graffiti removal, maintenance and operation of water quality improvements, and public street sweeping.

ANALYSIS:

The initial step in the process to establish CFD No. 2022-1 is for the City Council to approve Resolution Nos. 2022-003 and 2022-004, which declare intention to establish the proposed CFD No. 2022-01 and necessity to issue bonds to finance the construction of the facilities required to serve the Project. Once approved, the final steps would occur in conjunction with a public hearing regarding the formation of CFD No. 2022-1, which would be set for March 2, 2022.

Resolution No. 2022-003, declaring intention to establish the proposed CFD No. 2022-1, serves the following purposes:

1. It describes the territory of the boundaries of the CFD No. 2022-1;
2. It describes the types of facilities and services that will be financed with the special taxes and bond proceeds;
3. It describes the rate and method of apportionment of the special taxes to be levied on the properties within the CFD No. 2022-1; and
4. It calls for a public hearing to be held on March 2, 2022, at 6:30 p.m. in the City Council chambers.

Resolution No. 2022-004 also calls for a public hearing to declare necessity to incur bonded indebtedness for the construction of facilities to serve the Project, states the not-to-exceed amount of \$32,000,000 for bonds to be issued by CFD No. 2022-1, and declares that special taxes to be levied on the properties within the proposed CFD No. 2022-1 are to be used for payment of debt service on the bonds, payment of administrative expenses, and payment of public facilities relating to the CFD No. 2022-1.

Should these resolutions be approved and the formation proceedings advance, the actual formation of CFD No. 2022-1 will occur at the public hearing on March 2, 2022. At that hearing, the City

Council will be presented with information regarding the proposed CFD No. 2022-1, the special taxes to be levied on the properties, and the public facilities to be constructed using bond proceeds. During this hearing, the City Council will be asked to take the following actions that complete the formation process:

1. Adopt a resolution establishing CFD No. 2022-1;
2. Adopt a resolution deeming it necessary for CFD No. 2022-1 to incur a bonded indebtedness and call a special election of the landowners;
3. Conduct the special landowner election;
4. Adopt a resolution declaring the results of the election; and
5. Introduce and waive the first reading of the ordinance regarding levying the special taxes.

Staff will return to City Council at a future date following the formation of CFD No. 2022-1 to receive the appropriate approvals needed to issue the bonds. The details on the total amount of the bond issuance, interest rate, and bond term will be included in the future agenda report, once those items are finalized and ready for City Council approval.

The work on this project to-date has been undertaken by the City's financing team, which includes Best Best & Krieger LLP as bond counsel, Spicer Consulting Group, LLC as special tax consultant, CSG Advisors Incorporated as financial advisor, and staff members from the Planning and Development Department, Finance Department, and the City Attorney's Office.

COMMITTEE ACTION:

This project has been presented at the Finance, Legislative and Economic Development (FLED) Committee on February 5, 2020 and October 7, 2020. The most recent presentation was to the Committee of the Whole on May 12, 2021. At the May 2021 Committee of the Whole meeting, staff received direction to move forward with the approval process for the CFD formation.

FINANCIAL IMPACT:

The proposed CFD No. 2022-1 formation has no fiscal impact to the City's General Fund. All costs associated with the formation are paid from a deposit posted by the Landowners with the City. Annually thereafter, costs incurred for staff time to administer CFD No. 2022-1 are reimbursed from the annual levy of special taxes on the property owners. Bonds to be issued by CFD No. 2022-1 will be the sole responsibility of the property owners through a levy of special taxes; the City has no financial responsibility for the debt service associated with these bonds.

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 form CFD No. 2022-1 and the

necessity to issue bonds in connection therewith and there is no possibility that adopting the above resolutions will have a significant effect on the environment. Therefore, no environmental analysis is required.

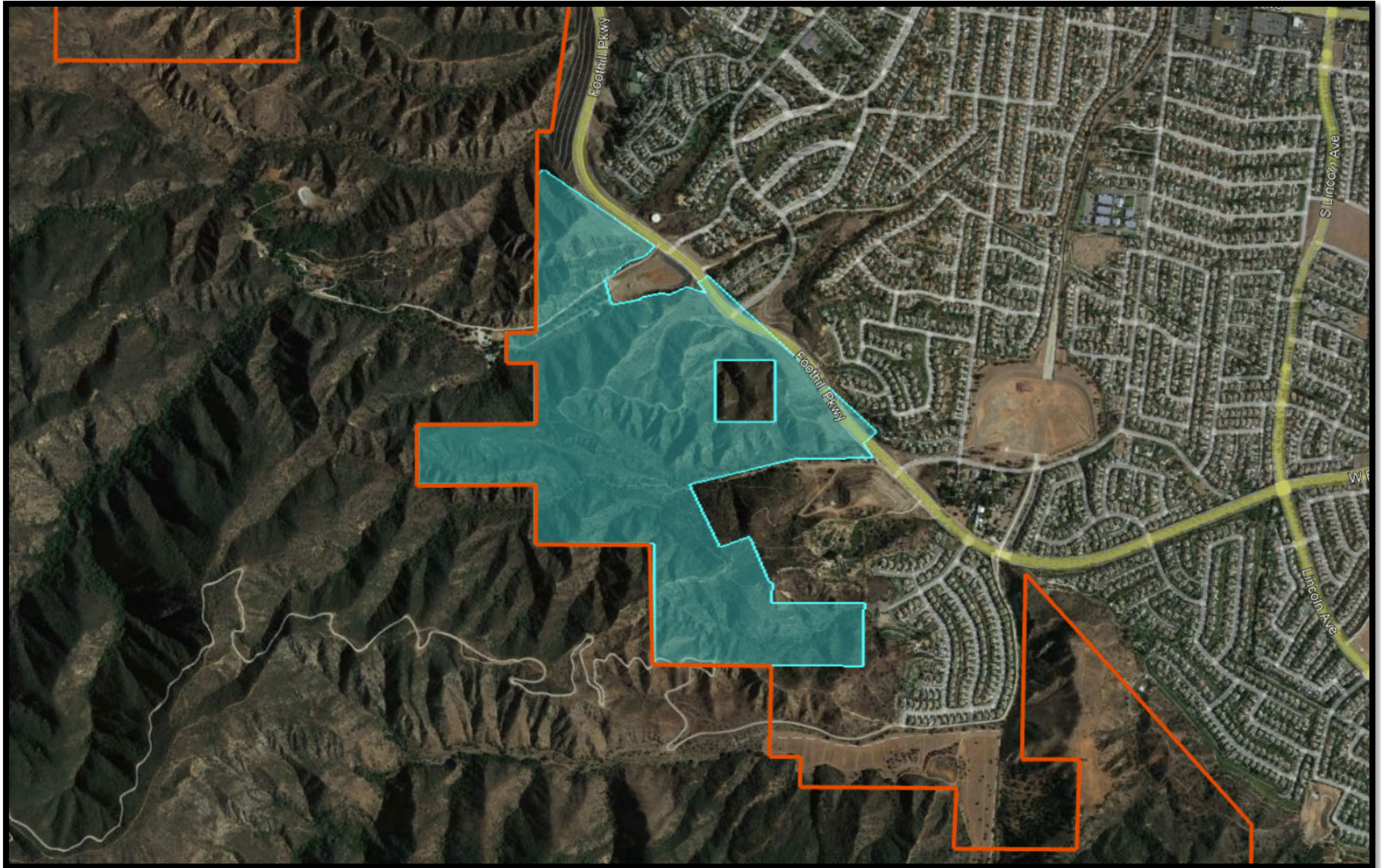
PREPARED BY: LIEN-CHI CANTUBA, FINANCIAL ANALYST III

REVIEWED BY: KIM SITTON, FINANCE DIRECTOR

Attachments:

1. Exhibit 1 - CFD No. 2022-1 Project Map
2. Exhibit 2 - Resolution No. 2022-003
3. Exhibit 3 - Resolution No. 2022-004

PROJECT MAP
CFD NO. 2022-1 (SKYLINE HEIGHTS)



RESOLUTION NO. 2022-003

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING INTENTION TO ESTABLISH PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS) OF THE CITY OF CORONA

WHEREAS, the City Council of the City of Corona (the “City Council”) has received a written petition from the owners of certain real property within the City of Corona (the “City”) requesting that the City Council institute proceedings for the formation of a community facilities district, pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” for the purpose of financing the public facilities and services which are necessary to meet increased demands placed upon the City as a result of the development of said real property (the “City Facilities” and “City Services,” respectively); and

WHEREAS, such owners are the owners of all of the property which is proposed to be included within the proposed community facilities district; and

WHEREAS, the City Council has determined that it will be in the public interest and beneficial to the future residents of the proposed community facilities district that it be authorized to incur bonded indebtedness to finance the City Facilities; and

WHEREAS, the City Council has established its Debt Policy and Procedures Concerning the Use of Mello-Roos Community Facilities Districts on August 5, 2020 (the “Policies”), and the proposed City Facilities and City Services comply with the Policies; and

WHEREAS, pursuant to Section 53320 of the California Government Code, having received such a petition, the City Council is required to institute proceedings for the formation of the proposed community facilities district by the adoption of a resolution of intention pursuant to Section 53321 of said Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Proposed Community Facilities District. A community facilities district is proposed to be established under the provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982.” The name proposed for the community facilities district is “Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona, County of Riverside, State of California” herein referred to as CFD No. 2022-1.

SECTION 2. Description and Map of Boundaries. The boundaries of the proposed community facilities district are described and shown on the map entitled “Proposed Boundary Map - Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona, County

of Riverside, State of California,” which is on file with the City Clerk of the City of Corona (the “City Clerk”). Said map is approved and, pursuant to Section 3110 of the California Streets and Highways Code, the City Clerk shall, after conforming with the other requirements of Section 3111 of said Code, record the original of said map in her office, and not later than fifteen (15) days prior to the date of the public hearing set forth in Section 9 hereof shall file a copy of said map with the County Recorder of the County of Riverside.

SECTION 3. Types of Facilities and Services; Incidental Expenses.

(a) The types of City Facilities proposed to be provided for and financed by the proposed community facilities district with the revenues from Special Tax A (defined below) and bonds secured by Special Tax A are storm drain, sanitary sewer, domestic water, reclaimed water, streets and traffic signals required to serve the property within the community facilities district and those facilities funded by certain City impact fees, including storm drainage, sanitary sewer, domestic water, reclaimed water facilities, streets and traffic signals.

(b) The City Services which are proposed to be funded with the revenues from Special Tax B (defined below) which are to be levied on parcels of taxable property within the proposed community facilities district, include, but are not limited to: (i) maintenance and lighting of perimeter 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, (ii) graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space, (iii) maintenance and operation of water quality improvements, (iv) public street sweeping, (v) a reserve fund (the “Special Tax B Services”). A detailed description of the Special Tax B Services is set forth in Exhibit “C” to the Rate and Method (defined below) and incorporated herein by this reference.

(c) The City Services which are proposed to be funded with the revenues from Special Tax C (Contingent) (defined below) which may be levied on parcels of taxable property within the proposed community facilities district, include, but are not limited to: (i) maintenance and lighting of interior parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; (ii) repair and replacement of damaged or inoperative light bulbs, fixtures and standards; (iii) and maintenance and operation of water quality improvements, which include the bio-retention facility and appurtenances (the “Special Tax C (Contingent) Services”). A detailed description of the Special Tax C (Contingent) Services is set forth in Exhibit “D” to the Rate and Method (defined below) and incorporated herein by this reference.

(d) The incidental expenses, as such term is defined in Government Code Section 53317(c), which will be incurred may include, but not be limited to: (i) the cost of planning and designing such facilities and the cost of environmental evaluations thereof, (ii) all costs associated with the formation of the proposed community facilities district, issuance and administration of the bonds thereof, the determination of the amount of and collection of taxes, and the payment of taxes, and costs otherwise incurred in order to carry out the authorized purposes of the community facilities district, and (iii) any other expenses incidental to the construction, completion, acquisition and inspection of such facilities (the “Incidental Expenses”).

SECTION 4. Special Taxes. Except where funds are otherwise available, a special tax sufficient to finance the City Facilities and Incidental Expenses (“Special Tax A”), a special tax sufficient to finance the Special Tax B Services (“Special Tax B”) and Incidental Expenses, and a special tax sufficient to finance the Special Tax C (Contingent) Services and Incidental Expenses (“Special Tax C (Contingent)” and together with Special Tax A and Special Tax B, the “Special Taxes”), secured by the recordation of a continuing lien against all taxable or nonexempt property in CFD No. 2022-1, shall be annually levied within CFD No. 2022-1. All parcels of taxable property in the territory of CFD No. 2022-1 shall be subject to the annual levy of Special Taxes.

For further particulars as to the rates and method of apportionment of the Special Taxes to be levied on parcels of taxable property in CFD No. 2022-1 reference is made to the attached and incorporated Exhibit “A” (the “Rate and Method”), which sets forth in sufficient detail the rate and method of apportionment of each of the Special Taxes to allow each landowner or resident within CFD No. 2022-1 to clearly estimate the maximum amount of Special Tax A that such person will have to pay for the City Facilities, the maximum amount of Special Tax B that such person will have to pay for the Special Tax B Services, and the maximum amount of Special Tax C (Contingent) that such person will have to pay for the Special Tax C (Contingent) Services, should it be authorized to be levied.

The maximum amounts of Special Tax A that may be levied in any fiscal year on parcels within CFD No. 2022-1 are specified in dollar amounts in the Rate and Method. Special Tax A shall not be levied after the tax or fiscal year beginning on July 1, 2063 and ending on June 30, 2064. Under no circumstances shall Special Tax A be levied in any fiscal year against any parcels used for private residential purposes as a result of a delinquency or default in the payment of Special Tax A applicable to any other parcel by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquency or default.

The conditions under which the obligation to pay Special Tax A may be prepaid and permanently satisfied are as set forth in the Rate and Method. Special Tax B and Special Tax C (Contingent) may not be prepaid.

Pursuant to Section 53340 of the California Government Code, said 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.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Taxes shall attach to all non-exempt real property in CFD No. 2022-1, and that lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied in the case of Special Tax A and the lien is canceled in accordance with law or until collection of the Special Taxes ceases.

SECTION 5. Exempt Properties. Pursuant to Section 53340 of the California Government Code, and except as provided in Section 53317.3 of said Code, properties of entities of the state, federal, and local governments shall be exempt from the levy of Special Taxes.

SECTION 6. Necessity. The City Council finds that the City Facilities, Special Tax B Services, and Special Tax C (Contingent) Services described in Section 3 hereof are necessary to meet increased demands placed upon the City as a result of new development occurring within the boundaries of CFD No. 2022-1.

SECTION 7. Repayment of Funds Advanced or Work-in-Kind. Pursuant to Section 53314.9 of the California Government Code, the City Council proposes to accept advances of funds or work-in-kind from private persons or private entities and to provide, by resolution, for the use of those funds or that work-in-kind for any authorized purpose, including but not limited to, paying any costs incurred by the City in creating CFD No. 2022-1, and to enter into an agreement, by resolution, with the person or entity advancing the funds or work-in-kind to repay funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council.

SECTION 8. Prohibition of Owner Contracts. Pursuant to Section 53329.5 of the California Government Code, the City Council finds that the public interest will not be served by allowing the owners of property within CFD No. 2022-1 to enter into a contract in accordance with subdivision (a) of that section, and that such owners shall not be permitted to elect to perform the work and enter into a written contract with the City for the construction for the City Facilities pursuant to said Section 53329.5.

SECTION 9. Hearing. A public hearing on the formation of CFD No. 2022-1 shall be held at 6:30 p.m. on March 2, 2022, in the City Council Chambers located at 400 South Vicentia Avenue, Corona, California.

SECTION 10. 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 may also give notice of the time and place of said hearing by first-class mail to each registered voter and to each landowner within CFD No. 2022-1, as prescribed by Section 53322.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing, and shall contain the information required by said Section 53322 of said Code.

SECTION 11. Report. The officers of the City who will be responsible for providing the proposed City Facilities, the Special Tax B Services, and the Special Tax C (Contingent) Services to be provided within and financed by CFD No. 2022-1, if it is established, shall study CFD No. 2022-1, and, at or before the time of said hearing, shall file a report or reports with the City Council containing a brief description of the City Facilities, Special Tax B Services, and Special Tax C (Contingent) Services by type which will in their opinion be required to adequately meet the needs of CFD No. 2022-1 and their estimate of the fair and reasonable cost of providing those City Facilities and the Incidental Expenses to be incurred in connection therewith. All such reports shall be made a part of the record of the hearing to be held pursuant to Section 9 hereof.

SECTION 12. Description of Voting Procedures. The voting procedures to be followed shall be pursuant to Section 53326 of the California Government Code and pursuant to the applicable provisions of the Election Code.

SECTION 13. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2022.

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 19th day of January, 2022, 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 19th day of January, 2022.

City Clerk of the City of Corona

EXHIBIT “A”

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS)
OF THE CITY OF CORONA**

[SEE ATTACHED THIRTY (30) PAGES]

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS)
OF THE CITY OF CORONA**

Special Taxes (all capitalized terms are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona ("CFD No. 2022-1"). The amount of Special Taxes to be levied in each Fiscal Year on an Assessor's Parcel, shall be determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2022-1 by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, Public Property and/or Property Owner's Association Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the formation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes A to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with disclosure requirements of the City, CFD No. 2022-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with evaluating the Special Tax A effective tax rate prior to the issuance of the first series of Bonds; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other

costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"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 number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax A" means the Special Tax of that name described in Section D below.

"Backup Special Tax A" means the Special Tax of that name described in Section D below.

"Boundary Map" means a recorded map of the CFD which indicates the boundaries of the CFD.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Tax A within CFD No. 2022-1 have been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may include any subsequent document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the original issuance, as determined by the CFD Administrator as necessary to fairly allocate Special Tax A to the Assessor's Parcel, provided that following such determination the Maximum Special Tax A that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times maximum annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for (i) determining the Special Tax A Requirement, (ii) determining the Special Tax B Requirement, (iii)

determining the Special Tax C (Contingent) Requirement, and (iv) providing for the levy and collection of the Special Taxes.

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Skyline Heights) established by the City under the Act.

"City" means the City of Corona.

"City Council" means the City Council of the City of Corona, acting as the Legislative Body of CFD No. 2022-1, or its designee.

"Condominium Plan" means a condominium plan as set forth in the California Civil Code, Section 6624.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which a Building Permit for new construction was issued on or before March 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"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 Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D and Table 2 of Section M.

"Maximum Special Tax A" means the maximum Special Tax A, determined in accordance with Section D below that can be levied by CFD No. 2022-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section M below that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2022-1.

“Maximum Special Tax C (Contingent)” means the Maximum Special Tax C (Contingent), as determined in accordance with Section S below that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2022-1.

“Multifamily Property” means all Assessor's Parcels of Residential Property for which a building permit has been issued or may be issued for purposes of constructing two or more Residential Units that share common walls, including but not limited to duplexes, triplexes, townhomes, condominiums, and apartment units, as determined by the CFD Administrator.

“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 CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax A obligation for an Assessor's Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax A obligation in full for an Assessor's Parcel, as described in Section G.

“Property Owner Association” or **“POA”** means a corporation formed by a real estate developer for the purpose of marketing, managing, and selling of homes and lots in a residential subdivision.

“Property Owner's Association Property” means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association.

“Proportionately” means for Taxable Property for Special Tax A that is (i) Developed Property, that the ratio of the actual Special Tax A levy to the Assigned Special Tax A is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property, Public Property and Property Owner's Association Property, that the ratio of the actual Special Tax A levy per Acre to the Maximum Special Tax A per Acre is the same for all Assessor's Parcels of Undeveloped Property, Public Property and Property Owner's Association Property.

For Special Tax B that is (i) Developed Property, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax B levy per Acre to the Maximum Special Tax B per Acre is the same for all Assessor's Parcels of Undeveloped Property.

For Special Tax C (Contingent) that is (i) Developed Property, that the ratio of the actual Special Tax C (Contingent) levy to the Maximum Special Tax C (Contingent) is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax C (Contingent) levy to the Maximum Special Tax C (Contingent) is the same for all Assessor's

Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax C (Contingent) levy per Acre to the Maximum Special Tax C (Contingent) per Acre is the same for all Assessor's Parcels of Undeveloped Property.

"Provisional Undeveloped Property" means Public Property or Property Owner's Association Property that is not Exempt Property pursuant to Section F.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more Residential Units.

"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 CFD Administrator.

"Single Family Residential Property" means all Assessor's Parcels of Residential Property for which a Building Permit has been or may be issued for purposes of constructing a detached Residential Unit on an Assessor's Parcel. Such Residential Unit does not or will not share a common wall with another Residential Unit, as determined by the CFD Administrator.

"Special Tax(es)" means any of the special taxes authorized to be levied within CFD No. 2022-1 pursuant to the Act.

"Special Tax A" means any of the special taxes authorized to be levied within CFD No. 2022-1 pursuant to the Act to fund the Special Tax A Requirement.

"Special Tax A Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) an allocable share of Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) an amount equal to any reasonable anticipated shortfall due to Special Tax A delinquencies, and (vi) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2022-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Approved Property or Undeveloped Property as set forth in Step Two and Step Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Special Tax B" 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 Requirement.

“Special Tax B Requirement” means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 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) graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space, (iii) maintenance and operation of water quality improvements, (iv) public street sweeping, (v) fund an operating reserve for the costs of Special Tax B Services in the amount not to exceed two times the total Maximum Special Tax B for all Taxable Property for that Fiscal Year, as determined by the CFD Administrator, and (v) Administrative Expenses, less (vi) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

“Special Tax B Services” means the maintenance and operation of the improvements described in Exhibit “C” attached hereto beginning with the date of City acceptance of each improvement for maintenance purposes.

“Special Tax C (Contingent)” means the Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

“Special Tax C (Contingent) Requirement” means that amount required to be collected in any Fiscal Year to: (i) pay the direct costs of Special Tax C (Contingent) Services anticipated to be incurred or otherwise payable by the City in the Calendar Year commencing in such Fiscal Year; and (ii) an allocable share of Administrative Expenses, less (iii) a credit for funds available to reduce the annual Special Tax C (Contingent) levy, as determined by the CFD Administrator.

“Special Tax C (Contingent) Services” means the City’s maintenance and operation of the improvements described in Exhibit “D” attached hereto following the POA’s default of its obligation to maintain such improvements, which default shall be deemed to have occurred in each of the circumstances described in Section Q.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2022-1, which are not Exempt Property.

“Taxable Unit” means either a Residential Unit or an Acre.

“Tract(s)” means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property which are not Developed Property, Approved Property, Public Property or Property Owner’s Association Property.

B. SPECIAL TAX A

Commencing Fiscal Year 2022-2023 and for each subsequent Fiscal Year, the City Council shall levy Special Tax A on all Taxable Property, up to the applicable Maximum Special Tax A to fund the Special Tax A Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX A

Each Fiscal Year, beginning with Fiscal Year 2022-2023, each Assessor's Parcel within CFD No. 2022-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Public Property and/or Property Owner's Association Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property, or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further categorized into Land Use Categories based on its Building Square Footage and assigned to its appropriate Assigned Special Tax A rate.

D. MAXIMUM SPECIAL TAX A

1. Developed Property

The Maximum Special Tax A for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax A or (ii) the Backup Special Tax A.

The Maximum Special Tax A for each Assessor's Parcel of Non-Residential Property or Multifamily Residential Property shall be the applicable Assigned Special Tax A described in Table 1 of Section D.

a. Assigned Special Tax A

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property, or Non-Residential Property shall be subject to an Assigned Special Tax A. The Assigned Special Tax A applicable to an Assessor's Parcel of Developed Property for Fiscal Year 2022-2023 shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX A FOR DEVELOPED PROPERTY

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 2,500	\$5,707
2. Single Family Residential Property	RU	2,500 to 2,700	\$6,124
3. Single Family Residential Property	RU	2,701 to 2,900	\$6,290
4. Single Family Residential Property	RU	2,901 to 3,100	\$6,374
5. Single Family Residential Property	RU	3,101 to 3,300	\$6,457
6. Single Family Residential Property	RU	3,301 to 3,500	\$6,582
7. Single Family Residential Property	RU	3,501 to 3,700	\$6,874
8. Single Family Residential Property	RU	3,701 to 3,900	\$7,091
9. Single Family Residential Property	RU	Greater than 3,900	\$7,249
10. Multifamily Property	Acres	N/A	\$31,015
11. Non-Residential Property	Acres	N/A	\$31,015

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Type. The Maximum Special Tax A levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax A

The Backup Special Tax A for an Assessor's Parcel within a Final Map classified or to be classified as Single Family Residential Property shall be \$7,208 per Residential Unit. This Backup Special Tax A has been established based on the land use configurations shown on Tentative Tract Map No. 36544. In the event any portion of Tentative Tract Map No. 36544 is changed or modified, the Backup Special Tax A for all Assessor's Parcels within such changed or modified area shall be \$31,015 per Acre.

In the event any superseding Tract Map is recorded as a Final Map within the boundaries of the CFD, the Backup Special Tax A for all Assessor's Parcels within such Final Map shall be \$31,015 per Acre.

The Backup Special Tax A shall not apply to Multifamily Residential Property, Non-Residential Property, Public Property, or Property Owners' Association Property.

2. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax A computed pursuant to Section D.1.c above.

The Maximum Special Tax A for each Assessor's Parcel of Approved Property expected to be classified as Multifamily Residential Property or Non-Residential Property shall be \$31,015 per Acre.

3. Undeveloped Property, Public Property, and Property Owner's Association Property that is not Exempt Property pursuant to the provisions of Section F

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property, Public Property and/or Property Owners Association Property that is not Exempt Property shall be equal to the product of \$31,015 multiplied by the Acreage of such Assessor's Parcel.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX A

Commencing Fiscal Year 2022-2023 and for each subsequent Fiscal Year, the City Council shall levy Special Tax A on all Taxable Property in accordance with the following steps:

- Step One: Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax A rates in Table 1 to satisfy the Special Tax A Requirement.
- Step Two: 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 Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to 100% of the Backup Special Tax A as needed to satisfy the Special Tax A Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax A applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in order of priority, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, or (vi) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 68.33 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 68.33 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 68.33 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax A pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX A

The following additional definitions apply to this Section G:

"CFD Public Facilities" means \$31,200,000 expressed in 2022 dollars, which shall increase by the Construction Inflation Index on July 1, 2023, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2022-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Tax A levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2022-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs previously funded, or that can be funded from funds in the Construction Fund.

“Outstanding Bonds” means all previously issued Bonds secured by the levy of Special Tax A which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax A.

1. Prepayment in Full

The Maximum Special Tax A obligation may be prepaid and permanently satisfied for (i) Assessor’s Parcels of Developed Property, (ii) Assessor’s Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Approved or Undeveloped Property for which a Building Permit has not been issued, and (iv) Assessor’s Parcels of Public Property or Property Owner’s Association Property that are not Exempt Property pursuant to Section F. The Maximum Special Tax A obligation applicable to an Assessor’s Parcel may be fully prepaid and the obligation to pay the Special Tax A for such Assessor’s Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel intending to prepay the Maximum Special Tax A obligation for such Assessor’s Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor’s Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such Prepayment Amount.

The Prepayment Amount shall be calculated as follows (capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax A for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax A for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, Public Property or Property Owner's Association Property to be prepaid, compute the Maximum Special Tax A for the Assessor's Parcel.
3. Divide the Maximum Special Tax A derived pursuant to paragraph 2 by the total amount of Special Taxes that could be levied at the Maximum Special Tax A at build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax A for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax A obligation has been previously prepaid.
4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Determine the Future Facilities Costs.
7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").
8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from the Prepayment Amount.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.
11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, including the cost of computation of the Prepayment Amount, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Maximum Special Tax A obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the Prepayment Amount, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the Prepayment Amount from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem an aggregate principal amount of Outstanding Bonds which is equally divisible by \$5,000. In such event, the increment above \$5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax A prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Maximum Special Tax A obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Maximum Special Tax A obligation and the release of the Special Tax A lien for the Assessor's Parcel, and the obligation to pay the Special Tax A for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax A prepayment shall be allowed unless the amount of Maximum Special Tax A that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Maximum Special Tax A obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Special Tax A obligation for an Assessor's Parcel of Developed Property, Approved Property or Undeveloped Property may be partially prepaid. For purposes of determining the partial prepayment amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment

P_E = the Prepayment Amount calculated according to Section G.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Special Tax A obligation

A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax A obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Maximum Special Tax A obligation, (ii) the percentage of the Maximum Special Tax A obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the amount of a partial prepayment. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment for the Assessor's Parcel. A Partial Prepayment must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment.

With respect to any Assessor's Parcel for which the Maximum Special Tax A obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a Partial Prepayment for the Assessor's Parcel and that a portion of the Special Tax A obligation equal to the remaining percentage $(1.00 - F)$ of Special Tax A obligation will continue on the Assessor's Parcel pursuant to Section E.

H. SPECIAL TAX A REDUCTION

The following definitions apply to this Section H:

"Date of Issuance" means the date a bond purchase contract related to the sale of the Bonds is entered into between the underwriter of the Bonds and CFD No. 2022-1.

“PACE Charges” means a contractual assessment or special tax as established by a public agency to AB811 or SB555, respectively, levied on certain parcels to fund eligible improvements to private property and entered into voluntarily by the property owner.

"Plan Type" means a discrete residential plan type (generally consisting of residential dwelling units that share a common product type (e.g., detached, attached, cluster) and that have nearly identical amounts of living area) that is constructed or expected to be constructed within CFD No. 2022-1 as identified in the Price Point Study.

"Price Point" means, with respect to the Residential Dwelling Units in each Plan Type, as of the date of the applicable Price Point Study, the base price of such Residential Dwelling Units, estimated by the Price Point Consultant as of such date, including any incentives and concessions, but excluding potential appreciation or premiums, options or upgrades, based upon their actual or expected characteristics, such as living area, view, or lot size.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 2022-1 that (a) has substantial experience in performing price point studies or otherwise estimating or confirming pricing for Residential Units within community facilities districts, (b) is well versed in analyzing economic and real estate data that relates to the pricing of Residential Units in community facilities districts, (c) is independent and not under the control of CFD No. 2022-1 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 2022-1, (ii) the City, (iii) any owner of real property in CFD No. 2022-1, or (iv) any real property in CFD No. 2022-1, and (e) is not connected with CFD No. 2022-1 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2022-1 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study, which (a) has been prepared by the Price Point Consultant, (b) sets forth the Plan Types constructed or expected to be constructed within CFD No. 2022-1, (c) sets forth the estimated number of constructed and expected Residential Units for each Plan Type, (d) sets forth such Price Point Consultant's estimate of the Price Point for each Plan Type and (e) uses a date for establishing such Price Points that is no earlier than 30 days prior to the date the Price Point Study is delivered to the CFD Administrator pursuant to Section H herein. The Price Point Study will only include the for-sale Residential Property in CFD No. 2022-1.

"Total Effective Tax Rate" means, for a Plan Type, the quotient of (a) the Total Tax and Assessment Obligation for such Plan Type divided by (b) the Price Point for such Plan Type, converted to a percentage.

"Total Tax and Assessment Obligation" means, with respect to a Plan Type in CFD No. 2022-1, for the Fiscal Year for which the calculation is being performed, the quotient of (a) the sum of the Assigned Special Tax A, applicable Special Tax B, Special Tax C (Contingent), if it is being levied in such Fiscal Year, and estimated *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental taxes, fees and charges (excluding PACE Charges levied on individual Assessor's Parcels) levied or imposed on all Residential Units of such Plan Type in CFD No. 2022-1 in such Fiscal Year or that would have been levied or imposed on all such Residential Units had such Residential Units been

completed, sold and subject to such levies and impositions in such Fiscal Year divided by (b) the number of Residential Units in such Plan Type in CFD No. 2022-1. The Total Tax and Assessment Obligation for each Plan Type shall be calculated based on the applicable Building Square Footage, Price Point, and number of constructed and expected Residential Dwelling Units for such Plan Type in CFD 2022-1 as identified in the Price Point Study.

"Total Tax Burden" means, with respect to a Plan Type in CFD No. 2022-1, for the Fiscal Year for which the calculation is being performed, the quotient of (a) the Total Tax and Assessment Obligation, plus property owner association assessments levied or imposed on all Residential Units of such Plan Type in CFD No. 2022-1 in such Fiscal Year or that would have been levied or imposed on all such Residential Units had such Residential Units been completed, sold and subject to such levies and impositions in such Fiscal Year divided by (b) the number of Residential Units in such Plan Type in CFD No. 2022-1. The Total Tax Burden for each Plan Type shall be calculated based on the applicable Building Square Footage, Price Point, and number of constructed and expected Residential Dwelling Units for such Plan Type in CFD 2022-1 as identified in the Price Point Study.

"Total Tax Burden Rate" means, for a Plan Type, the quotient of (a) the Total Tax Burden for such Plan Type divided by (b) the Price Point for such Plan Type, converted to a percentage.

Prior to the issuance of the first series of Bonds, the following steps shall be taken for each Land Use Category of for-sale Residential Property in CFD No. 2022-1 for evaluating Special Tax A:

Step No.:

1. At least 30 days prior to the expected Date of Issuance of the first series of Bonds, CFD No. 2022-1 shall cause a Price Point Study to be delivered to the CFD Administrator.
2. As soon as practicable after receipt of the Price Point Study, the CFD Administrator shall calculate the Total Tax and Assessment Obligation, Total Tax Burden, Total Effective Tax Rate, and Total Tax Burden Rate for each Plan Type in CFD No. 2022-1.
3. Separately, for each Land Use Category of for-sale Residential Property in CFD No. 2022-1, the CFD Administrator shall determine whether or not the Total Effective Tax Rate for all Plan Types in a Land Use Category is less than or equal to 1.95%.
 - a. If the Total Effective Tax Rate for all Plan Types in a Land Use Category in CFD No. 2022-1 is less than or equal to 1.95%, then there shall be no change in Special Tax A for such Land Use Category in CFD No. 2022-1.
 - b. If the Total Effective Tax Rate for any Plan Type in a Land Use Category in CFD No. 2022-1 is greater than 1.95%, the CFD Administrator shall calculate a revised Assigned Special Tax A for such Land Use Category in CFD No. 2022-1, which revised Assigned Special Tax A shall be the highest amount (rounded to the nearest whole dollar) that will not cause the Total Effective Tax Rate for any Plan Type in such Land Use Category to exceed 1.95%.

4. Separately, for each Land Use Category of for-sale Residential Property in CFD No. 2022-1, the CFD Administrator shall determine whether or not the Total Tax Burden Rate for all Plan Types in a Land Use Category is less than or equal to 2.15%.

a. If the Total Tax Burden Rate for all Plan Types in a Land Use Category in CFD No. 2022-1 is less than or equal to 2.15%, then there shall be no change in Special Tax A for such Land Use Category in CFD No. 2022-1.

b. If the Total Tax Burden Rate for any Plan Type in a Land Use Category in CFD No. 2022-1 is greater than 2.15%, the CFD Administrator shall calculate a revised Assigned Special Tax A for such Land Use Category in CFD No. 2022-1, which revised Assigned Special Tax A shall be the highest amount (rounded to the nearest whole dollar) that will not cause the Total Tax Burden Rate for any Plan Type in such Land Use Category to exceed 2.15%.

5. If the Assigned Special Tax A for any Land Use Category is revised pursuant to step 3.b. or 4.b. above, the CFD Administrator shall calculate a revised Backup Special Tax A for all Developed Property within CFD No. 2022-1. The revised Backup Special Tax A per Acre shall be an amount (rounded to the nearest whole dollar) equal to the Backup Special Tax A per Acre as set forth in Section D.1.c. above, reduced by a percentage equal to the weighted average percentage reduction in the Assigned Special Tax A for all Land Use Categories of Residential Property resulting from the calculations in steps 3.a. and 3.b., or 4.a. and 4.b. above. The weighted average percentage will be calculated by taking the sum of the products of the number of Residential Units constructed or expected to be constructed in each Land Use Category multiplied by the percentage change in the Assigned Special Tax A (pursuant to step 3.b. or 4.b. above) for each Land Use Category (or 0 for Land Use Categories that are not changing). This amount is then divided by the total number of Residential Units constructed or expected to be constructed within CFD No. 2022-1 and converted to a percentage.

6. If the Assigned Special Tax A for any Land Use Category is revised pursuant to step 3.b. and 4.b. above, the CFD Administrator shall prepare and execute a Certificate of Reduction in Special Tax A substantially in the form of Exhibit "A" hereto and shall deliver such Certificate of Reduction in Special Tax A to CFD No. 2022-1. The Certificate of Reduction in Special Tax A shall be completed for all Land Use Categories and shall set forth, as applicable, either (i) the reduced Assigned Special Tax A for a Land Use Category as calculated pursuant to step 3.b., (ii) the reduced Assigned Special Tax A for a Land Use Category as calculated pursuant to step 4.b., or (iii) the Assigned Special Tax A as identified in Table 1 Section D for a Land Use Category that was not revised as determined pursuant to step 3.b. or 4.b.; as well as either (i) the revised Backup Special Tax A as calculated pursuant to step 5, or (ii) the Backup Special Tax A as identified in Section D.1.c. that was not revised as determined pursuant to step 5.

7. If the Date of Issuance of the first series of Bonds is within 120 days of the date of receipt of the Price Point Study by the CFD Administrator, CFD No. 2022-1 shall execute the acknowledgement on such Certificate of Reduction in Special Tax A, dated as of the

closing date of such Bonds, and upon the closing of such first series of Bonds, the Assigned Special Tax A for each Land Use Category and the Backup Special Tax A shall be, for all purposes, as set forth in such Certificate of Reduction in Special Tax A. If the Date of Issuance of the first series of Bonds is not within 120 days of the date of receipt of the Price Point Study by the CFD Administrator, such Certificate of Reduction in Special Tax A shall not be acknowledged by CFD No. 2022-1 and shall, as of such date, be void and of no further force and effect. In such case, if subsequently a first series of Bonds is expected to be issued, at least 30 days prior to the expected Date of Issuance of such first series of Bonds, the CFD Administrator shall cause a new Price Point Study to be delivered to the CFD Administrator and, following such delivery, steps 2 through 6 of this section shall be performed based on such new Price Point Study.

8. As soon as practicable after the execution by CFD No. 2022-1 of the acknowledgement on the Certificate of Reduction in Special Tax A, CFD No. 2022-1 shall cause to be recorded in the records of the County Recorder an Amended Notice of Special Tax Lien for CFD No. 2022-1 reflecting the Assigned Special Tax A and the Backup Special Tax A for CFD No. 2022-1 set forth in such Certificate of Reduction in Special Tax A.

9. If the Assigned Special Tax A is not required to be changed for any Land Use Category based on the calculations performed under step 3 or step 4 above, there shall be no reduction in the Maximum Special Tax A, and no Certificate of Reduction in Special Tax A shall be required. However the CFD Administrator shall prepare and deliver to CFD No. 2022-1 a Certificate of No Reduction in Special Tax A substantially in the form of Exhibit "B" hereto dated as of the closing date of the first series of Bonds that states that the calculations required pursuant to this Section H have been made and that no changes to the Maximum Special Tax A are necessary.

10. CFD No. 2022-1 and the CFD Administrator shall take no further actions under this Section H upon the earlier to occur of the following: (i) the execution of the acknowledgement by CFD No. 2022-1 on a Certificate of Reduction in Special Tax A pursuant to step 7; or (ii) the delivery by the CFD Administrator of a Certificate of No Reduction in Special Tax A pursuant to step 9.

I. TERMINATION OF SPECIAL TAX A

For each Fiscal Year that any Bonds are outstanding the Special Tax A shall be levied on all Assessor's Parcels subject to the Special Tax A as necessary to satisfy the Special Tax A Requirement. The Special Tax A shall cease not later than the 2063-2064 Fiscal Year, however, Special Tax A will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all required interest and principal payments on the CFD No. 2022-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2022-1 have been acquired and all reimbursements have been paid pursuant to the Acquisition Agreement, (iii) no delinquent Special Tax A remain uncollected and (iv) all other obligations of CFD No. 2022-1 Special Tax A have been satisfied.

J. MANNER OF COLLECTION

The Special Tax A shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2022-1 may collect Special Tax A at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

K. SPECIAL TAX B

Commencing Fiscal Year 2022-2023 and for each subsequent Fiscal Year, the City Council shall levy Special Tax B on all Taxable Property, up to the applicable Maximum Special Tax B to fund the Special Tax B Requirement.

L. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX B

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Tax B as determined pursuant to Sections M and N 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 Property. For Single Family Residential Property the number of Residential Units shall be determined by the CFD Administrator.

M. MAXIMUM SPECIAL TAX B

For purposes of determining the applicable Maximum Special Tax B for Assessor's Parcels of Developed Property which are classified as Single Family Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed thereon, or approved to be constructed thereon, as specified in or shown on the Building Permit(s) issued or Final Map as determined by the CFD Administrator. Once a single family building has been built on an Assessor's Parcel, the CFD Administrator shall determine the actual number of Residential Units contained within the Assessor's Parcel, and the Special Tax B 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 B per Residential Unit.

For purposes of determining the applicable Maximum Special Tax B for Assessor's Parcels of Developed Property and Approved Property which are classified as Multifamily Property or Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Acres as shown on the Final Map as determined by the CFD Administrator. Once the CFD Administrator determines the actual number of Acres for an Assessor's Parcel, the Special Tax B levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Acres by the Maximum Special Tax per Taxable Acre.

1. Developed Property

a. Maximum Special Tax B

The Maximum Special Tax B for each Assessor's Parcel of Taxable Property for Fiscal Year 2022-2023 is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX B FOR DEVELOPED PROPERTY**

Land Use Category	Taxable Unit	Maximum Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	\$775
2. Multifamily Property	Acre	\$3,334
3. Non-Residential Property	Acre	\$3,334

On each July 1, commencing on July 1, 2023 the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical area since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

b. 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 that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B 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 by the City for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Approved Property and Undeveloped Property

The Maximum Special Tax B for each Assessor's Parcel of Approved Property and Undeveloped Property for Fiscal Year 2022-2023 is identified in Table 3 below:

**TABLE 3
MAXIMUM SPECIAL TAX B RATES**

Maximum Special Tax B Per Acre
\$3,334

On each July 1, commencing on July 1, 2023 the Maximum Special Tax B for Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical area since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

N. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax B equals the Special Tax B Requirement. The Special Tax B shall be levied for each Fiscal Year as follows:

- Step One: The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement;
- Step Two: If additional moneys are needed to satisfy the Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax B for Approved Property;
- Step Three: If additional monies are needed to satisfy the Special Tax B Requirement after the first two steps has been completed, the Special Tax B shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B for Undeveloped Property.

O. DURATION OF SPECIAL TAX B

The Special Tax B shall be levied in perpetuity to fund the Special Tax B Requirement, unless no longer required as determined at the sole discretion of the City Council.

P. MANNER OF COLLECTION

The Special Tax B shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax B at a different time or in a different manner if necessary to meet its funding requirements.

Q. SPECIAL TAX C (CONTINGENT)

The City Council shall levy Special Tax C (Contingent) commencing in the first Fiscal Year following the POA's default of its obligation to maintain the improvements described in Exhibit "D" attached hereto, which default shall be deemed to have occurred in each of the following circumstances:

- (i) the POA files for bankruptcy;
- (ii) the POA is dissolved;
- (iii) the POA ceases to levy annual assessments for the maintenance of the improvements described above; or
- (iv) the POA fails to maintain such improvements at the same level as the City 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 such maintenance deficiency to the reasonable satisfaction of the City Council.

R. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX C (CONTINGENT)

For each Fiscal Year that Special Tax C (Contingent) is authorized to be levied, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 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 S and T 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 Property. For Single Family Residential Property the number of Residential Units shall be determined by the CFD Administrator.

S. MAXIMUM SPECIAL TAX C (CONTINGENT)

For purposes of determining the applicable Maximum Special Tax C (Contingent) for Assessor's Parcels of Developed Property which are classified as Single Family Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed thereon, or approved to be constructed thereon, as specified in or shown on the Building Permit(s) issued or Final Map as determined by the CFD Administrator. Once a single family building has been built on an Assessor's Parcel, the CFD Administrator shall determine the actual number of Residential Units contained within the Assessor's Parcel, and the Special Tax C (Contingent) 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 C (Contingent) per Residential Unit identified for the Assessor's Parcel.

For purposes of determining the applicable Maximum Special Tax C (Contingent) for Assessor's Parcels of Developed Property and Approved Property which are classified as Multifamily Property or Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Acres as shown on the Final Map as determined by the CFD Administrator. Once the CFD Administrator determines the actual number of Acres for an Assessor's Parcel, the Special Tax C (Contingent) levied against an Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Acres by the Maximum Special Tax C (Contingent) per Acre.

1. Developed Property

a. Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property for Fiscal Year 2022-2023 is identified in Table 4 below:

**TABLE 4
MAXIMUM SPECIAL TAX C (CONTINGENT) FOR DEVELOPED PROPERTY**

Land Use Category	Taxable Unit	Maximum Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	\$79
2. Multifamily Property	Acre	\$337
3. Non-Residential Property	Acre	\$337

On each July 1, commencing on July 1, 2023 the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical area since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

b. 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 C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (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 CFD Administrator's allocation to each type of property shall be final.

2. Approved Property and Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property and Undeveloped Property for Fiscal Year 2022-2023 is identified in Table 5 below:

**TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) FOR APPROVED PROPERTY AND
UNDEVELOPED PROPERTY**

Maximum Special Tax C (Contingent) Per Acre
\$337

On each July 1, commencing on July 1, 2023 the Maximum Special Tax C (Contingent) for Approved Property and Undeveloped Property shall increase by i) the percentage increase in

the Consumer Price Index for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical area since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

T. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the Council shall determine the Special Tax C (Contingent) Requirement and shall levy the Special Tax C (Contingent) on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

- Step One: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;
- Step Two: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;
- Step Three: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

U. DURATION OF SPECIAL TAX C (CONTINGENT)

The Special Tax C (Contingent) shall be levied in perpetuity to fund the Special Tax C (Contingent) Requirement, unless no longer required as determined at the sole discretion of the City Council.

V. MANNER OF COLLECTION OF SPECIAL TAX C (CONTINGENT)

The Special Tax C (Contingent) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax C (Contingent) at a different time or in a different manner if necessary to meet its funding requirements.

W. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the

payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2022-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2022-1 in the amount of the overpayment.

The CFD Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

EXHIBIT “A”

CERTIFICATE OF REDUCTION OF SPECIAL TAX A

**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS)
OF THE CITY OF CORONA**

1. Pursuant to Section H of the Rate and Method of Apportionment, the Maximum Special Tax A for Developed Property for [certain or all] Land Use Categories within CFD No. 2022-1 has been reduced.
2. The calculations made pursuant to Section H were based upon a Price Point Study that was received by the CFD Administrator on _____.
3. Tables 1A below show the Assigned Special Tax A for each Land Use Category in CFD No. 2022-1 after such reduction.

**TABLE 1A
ASSIGNED SPECIAL TAX A FOR DEVELOPED PROPERTY**

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 2,500	\$
2. Single Family Residential Property	RU	2,500 to 2,700	\$
3. Single Family Residential Property	RU	2,701 to 2,900	\$
4. Single Family Residential Property	RU	2,901 to 3,100	\$
5. Single Family Residential Property	RU	3,101 to 3,300	\$
6. Single Family Residential Property	RU	3,301 to 3,500	\$
7. Single Family Residential Property	RU	3,501 to 3,700	\$
8. Single Family Residential Property	RU	3,701 to 3,900	\$
9. Single Family Residential Property	RU	Greater than 3,900	\$
10. Multifamily Property	Acres	N/A	\$

4. The Backup Special Tax A for each Assessor's Parcel of Developed Property shall equal an amount per Acre after such reduction as shown below.

The Backup Special Tax A for an Assessor's Parcel within a Final Map classified or to be classified as Single Family Residential Property shall be \$ _____ per unit. This Backup Special Tax A has been established based on the land use configurations shown on Tract Map No. _____. In the event any portion of Tract Map No. _____ is changed or modified, the Backup Special Tax A for all Assessor's Parcels within such changed or modified area shall be \$ _____ per Acre.

In the event any superseding Tract Map is recorded as a Final Map within the Boundaries of the CFD, the Backup Special Tax A for all Assessor's Parcels within such Final Map shall be \$_____ per Acre.

5. Upon execution of the Certificate of Reduction of Special Tax A by the City and CFD No. 2022-1 the City shall cause an amended Notice of Special Tax Lien for CFD No. 2022-1 to be recorded reflecting the modifications set forth herein.

Submitted

CFD ADMINISTRATOR

By: _____ Date: _____

By execution hereof, the undersigned acknowledges, on behalf of CFD No. 2022-1, receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona

By: _____ Date as of: [closing date of Bonds]

EXHIBIT “B”

CERTIFICATE OF NO REDUCTION OF SPECIAL TAX A

**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS)
OF THE CITY OF CORONA**

1. All calculations required pursuant to Section H of the Rate and Method of Apportionment have been made based upon a Price Point Study that was received by the CFD Administrator on _____.
2. Total Effective Tax Rate for all Plan Types in all Land Use Categories is less than or equal to 1.95%
3. Total Tax Burden Rate for all Plan Types in all Land Use Categories is less than or equal to 2.15%
4. The Maximum Special Tax A for Developed Property within CFD No. 2022-1, including the Assigned Special Tax A set forth in Sections D.1.a. and the Backup Special Tax A set forth in Section D.1.c. of the Rate and Method of Apportionment, shall remain in effect and not be reduced.

Submitted

CFD ADMINISTRATOR

By: _____ Date as of: [closing date of Bonds]

EXHIBIT “C”

DESCRIPTION OF AUTHORIZED SPECIAL TAX B SERVICES

COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS) OF THE CITY OF CORONA

The services which may be funded with proceeds of Special Tax B of CFD No. 2022-1, 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-ways, 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 perimeter 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, servicing; or both 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. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

In addition to payment of the cost and expense of the forgoing services, proceeds of Special Tax B may be expended to pay “Administrative Expenses,” as said term is defined in the Rate and Method of Apportionment.

EXHIBIT “D”

DESCRIPTION OF AUTHORIZED SPECIAL TAX C (CONTINGENT) SERVICES

COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS) OF THE CITY OF CORONA

The services which may be funded with proceeds of Special Tax C (Contingent) of CFD No. 2022-1, 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-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. The authorized Special Tax C Services include the following:

(a) maintenance and lighting of interior parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; and

(b) maintenance and operation of water quality improvements, which include the bio-retention facility and appurtenances as shown on the Final WQMP Site Plan and as an Exhibit in the Report of Responsible Officer, which shall be maintained as described in the Storm Water Management Plan on file with the City of Corona. Maintenance services may include, but are not limited to the repair, removal or replacement of all or part of any of the water quality improvements; and

In addition to payment of the cost and expense of the forgoing services, proceeds of Special Tax C (Contingent) may be expended to pay “Administrative Expenses,” as said term is defined in the Rate and Method of Apportionment.

RESOLUTION NO. 2022-004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING NECESSITY FOR PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SKYLINE HEIGHTS) OF THE CITY OF CORONA TO INCUR BONDED INDEBTEDNESS

WHEREAS, pursuant to Section 53321 of the California Government Code, the City Council (the “City Council”) of the City of Corona (the “City”) has adopted a resolution declaring its intention to establish proposed Community Facilities District No. 2022-1 (Skyline Heights) of the City of Corona, County of Riverside, State of California (“CFD No. 2022-1”), for the purpose of providing and financing public facilities (the “City Facilities”) and services which are necessary to meet increased demands placed upon the City as a result of development which will occur within CFD No. 2022-1 (the “Resolution of Intention”); and

WHEREAS, the City Council has determined that it is necessary for CFD No. 2022-1 to incur a bonded indebtedness for the purpose of providing and financing the City Facilities; and

WHEREAS, it is therefore necessary for CFD No. 2022-1 to incur a bonded indebtedness for the purpose of providing and financing the City Facilities and incidental expenses pursuant to Sections 3(a) and 3(d) of the Resolution of Intention.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Bonded Indebtedness. The City Council declares that it is necessary that bonded indebtedness be incurred by and for CFD No. 2022-1, in an aggregate principal amount not to exceed \$32,000,000 for the purpose of financing the design, construction and acquisition of the City Facilities, as they are described in Section 3(a) of the Resolution of Intention.

SECTION 2. Costs Included. The amount of the proposed bonded indebtedness shall include all costs and estimated costs incidental to, or connected with, the accomplishment of the purposes for which the proposed bonded indebtedness is to be incurred, including, but not limited to, the estimated costs of construction and acquisition of the public facilities which are proposed to be provided within and for CFD No. 2022-1, acquisition of land and rights-of-way, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued, architectural, engineering, inspection, legal, fiscal and financial consultant fees, bond and other reserve funds and interest on any bonds of CFD No. 2022-1 estimated to be due and payable within two years from the date of the issuance of such bonds, election costs, and all costs of issuance of the bonds, including, but not limited to, underwriter's discount, fees for bond counsel, disclosure counsel, appraisers, financial advisors, market absorption consultants and other consultants, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs.

SECTION 3. Payment of Bonded Indebtedness. Pursuant to Section 4 of the Resolution of Intention and Section 53351 of the California Government Code, all parcels of taxable property within the territory of CFD No. 2022-1 shall be subject to the levy of special taxes to pay the principal of and interest on the aggregate principal amount of the bonds of CFD No. 2022-1, which may be issued and sold to finance the City Facilities.

SECTION 4. Hearing. A public hearing on the proposed bonded indebtedness for CFD No. 2022-1 shall be held at 6:30 p.m. on March 2, 2022, in the City Council Chambers located at 400 South Vicentia Avenue, Corona, California. Said hearing shall be conducted concurrently with the hearing on the formation of CFD No. 2022-1.

SECTION 5. Notice. The City Clerk shall publish a notice of the time and place of said hearing pursuant to Section 53346 of the California Government Code and may also give notice of the time and place of said hearing by first-class mail to each registered voter and to each landowner within CFD No. 2022-1.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2022.

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 19th day of January, 2022, 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 19th day of January, 2022.

City Clerk of the City of Corona



Staff Report

File #: 22-0078

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Utilities Department

SUBJECT:

Resolution approving the Consent and Agreement and the form of Estoppel Certificate for the Renewable Power Purchase Agreement with AM Wind Repower, LLC.

EXECUTIVE SUMMARY:

Brookfield Renewable, by and through AM Wind Repower LLC, will construct a 27-megawatt Alta Mesa wind generating facility in Riverside County, located at 11001 Whitewater Canyon, North Palm Springs, California. In June of 2020, the City of Corona Utilities Department entered into a Power Purchase Agreement to procure 40.74% or 11 megawatts of the electric generation from the Alta Mesa Facility. The Power Purchase Agreement states that AM Wind Repower LLC has the right to assign this Agreement as collateral for any financing or refinancing of the Alta Mesa Facility, and that the Buyers must, in good faith, work with the Seller to facilitate assigning the Agreement to a financial entity. The attached Consent and Agreement documents the City's approval of this collateral financing assignment and the City's Estoppel Certificate makes certain acknowledgements, representations, and warranties for the benefit of the financing entities, including the City Council's ratification of the Utilities Department's approval of the Power Purchase Agreement.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2022-007 approving the attached Consent and Agreement and the Form of the Estoppel Certificate for the Renewable Power Purchase Agreement with AM Wind Repower, LLC.
- b. Authorize the City Manager, or his designee, to sign the Consent and Agreement and Estoppel Certificate on behalf of the City.
- c. Authorize the City Manager, or his designee, to negotiate, execute and authorize any further

contracts, agreements, amendments, or certificates which are non-substantive or are otherwise in compliance with the City Council's actions hereunder.

BACKGROUND & HISTORY:

Brookfield Renewable ("Brookfield") is one of the world's largest investors in renewable energy, with over 5,100-megawatts (MW) of installed wind generating facilities. Brookfield will construct a 27-MW Alta Mesa wind generating facility (AM Facility) located in the San Geronimo Pass, approximately one mile east from the intersection of Interstate 10 and Highway 11 (approximately 10 miles northwest of Palm Springs). There is an existing 27-MW interconnection to the California Independent System Operator ("CAISO") at the Southern California Edison Seawind 115-kilovolt (kV) substation. At this location, there were 180 wind turbines that ranged in height from 111 feet to 154 feet and began operating in 1984. Brookfield has cleared those turbines and will repower this site with seven new 4.2 MW Vestas-117 wind turbines. The new turbines will reach a height of 499 feet from the ground to the tip of the rotor blade.

The County of Riverside has issued their Wind Energy Conversion System permit for the project and General Electric Power transformers are in storage. The Seller issued a Notice to Proceed, and the Engineering Procurement and Construction contractor is scheduled to mobilize on site in April 2022. The wind turbines are scheduled to be received between August 29, 2022 and September 16, 2022.

The California Renewables Portfolio Standard (RPS) program requires publicly owned electric utilities to procure eligible renewable energy resources. In an effort to do so, staff initiated discussions with the Brookfield management team in May 2018 that culminated in the Alta Mesa Power Purchase Agreement (AM PPA). Pursuant to the terms of the AM PPA, Brookfield will sell a percentage of the energy output from the AM Facility to the City. The Utilities Department (UD) joined with the City of Victorville and Industry Public Utilities (Buyers) to purchase energy generation, generation capacity, and the environmental attributes to benefit the Buyers renewable energy portfolio and meet RPS requirements. The UD's share of the energy output is 11 megawatts. The expected commercial operation date of the AM Facility is December 22, 2022 and the contract term is 25 years with a cost of \$40.00 per MWh for the entire term of the contract. During December 2021, the cost of wholesale power was \$56.89 MWh with no environmental attributes included. The Buyers only pay for the monthly energy generated after it has been delivered.

The forecasted purchase obligation over the 25-year term is \$41,351,900. Beginning in Fiscal Year 2023, the forecasted annual obligation is \$1,654,100. In comparison, Brookfield offered their 30-MW repowered Wind project ("Wind Project"), located adjacent to the AM site, to the Southern California Public Power Authority (SCPPA) members in October 2018 through their continuous solicitation for renewable energy purchases. Brookfield offered the lowest delivered price of renewable wind energy to SCPPA members, with local Resource Adequacy capacity, complementary energy profile, and no transmission required. The City of Corona's AM Facility negotiated contract price of \$40 per MWh, as compared to the SCPPA offer for the Wind Project, represents a savings of \$6,237,900 over the 25-year contract term. The delivery of the energy and environmental attributes from the AM Wind PPA will displace the energy and environmental attributes that would have otherwise been procured to meet customer load requirements and regulatory obligations.

The project will be certified as eligible to meet California's Renewables Portfolio Standard. The current 2021-2024 RPS Compliance Period requires that at least 40% of the customers load forecast be procured from renewable energy. The AM Facility, along with the Gaskell West 2 solar generating facility (a 25-year term contract for 11 MW of generation and 8 MW battery storage), are both scheduled to be operating in 2023 and exceed this requirement. The AM PPA and Gaskell West 2 PPA also exceed the requirement that at least 65% of the renewable energy be sourced from PPAs that exceed 10 years in duration, as 100 percent of City's renewable contracts are considered "long-term purchases.

ANALYSIS:

As is typical for new projects, Brookfield, the developer, must secure financing for the construction and operation of the AM Facility. Under the financing structure for this facility, the project developer is wholly owned by California Wind Holding LLC, which is the entity securing financing for the construction of the project (referred to as the "Construction Borrower"). The Construction Borrower is then wholly owned by California Wind Member LLC, which is the entity securing financing for the post construction term of the PPA (referred to as the "Term Borrower").

The Construction Borrower and the Term Borrower have entered into a financing agreement with Wells Fargo Bank and Computershare Trust Company. As collateral for this financing, the project developer (AM LLC) must assign its rights under the PPA to Computershare Trust Company. The PPA requires that AM LLC obtain the City's approval for any such financing assignment. The Consent and Agreement by and among the City of Corona, AM LLC, and Computershare Trust Company, N.A., which is Attachment "A" to the proposed resolution, is the agreement by which the City approves this collateral financing assignment.

In addition to the Consent and Agreement, the Construction Borrower and the Term Borrower have also entered into an Equity Capital Contribution Agreement ("ECCA") with Wells Fargo Central Pacific Holdings, Inc., where Wells Fargo Central Pacific Holdings will make a tax equity investment in the AM Facility. The ECCA requires that the Construction Borrower provide Wells Fargo Central Pacific Holdings with an Estoppel Certificate which are the acknowledgements, representations, and warranties regarding the City's obligations as defined under the PPA as of the commercial operations date. One of those representations is that the AM PPA was duly approved and executed by the UD. The UD General Manager approved and executed the AM PPA pursuant to his authority provided for in the Corona Municipal Code [Section 3.08.140\(G\)](#), which authorizes the General Manager to negotiate and execute agreements, on behalf of the City, for the wholesale purchase and sale of natural gas, water, economy energy, replacement energy, replacement capacity, and transmission service to deliver to Corona or other appropriate locations without competitive bidding.

The Estoppel Certificate will not be executed until the Commercial Operation Date of the AM Facility and is being presented to the City Council for approval. The form of the Estoppel Certificate is included as Attachment "B" to the proposed Resolution.

The Utilities Department and Special Electric Legal Counsel, Braun Blaising Smith Wynne, P.C., have reviewed both the Consent and Agreement and the form of the Estoppel Certificate and determined that they are legally acceptable and approved them as to form. The City Council's adoption of

Resolution 2022-007 will approve both documents.

FINANCIAL IMPACT:

The forecasted purchase obligation over the 25-year term is \$41,351,900. Beginning in Fiscal Year (FY) 2023, the forecasted annual obligation is \$1,654,100. UD's Electric Utility operating revenues in FY 2021 were \$16,484,200. The delivery of the energy and environmental attributes received from the AM Wind PPA will displace the energy and environmental attributes that would have otherwise been procured to meet customer load requirements and regulatory obligations. Corona will only pay for the monthly energy generated it has been delivered. The City also has available program funds that could be utilized to offset any market prices that are below the contract price.

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 activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action confirms the right for AM Wind Repower to assign its rights under the PPA to Computershare Trust Company and makes certain acknowledgements, representations, and warranties regarding the City's obligations to perform under the PPA. This action does not approve or authorize any construction activity or any disturbance of an environmental resource. There is no possibility that adopting Resolution 2022-007 will have a significant effect on the environment. Therefore, the City Council finds that no further environmental review is required pursuant to CEQA and the State CEQA Guidelines.

PREPARED BY: CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

REVIEWED BY: TOM MOODY, UTILITIES DIRECTOR

Attachment:

1. Exhibit 1: Resolution No. 2022-007

RESOLUTION NO. 2022-007

**RESOLUTION OF THE CITY OF CORONA, CALIFORNIA,
APPROVING CONSENT AND AGREEMENT AND THE
FORM OF THE ESTOPPEL CERTIFICATE FOR THE
RENEWABLE POWER PURCHASE AGREEMENT WITH
AM WIND REPOWER, LLC**

WHEREAS, the City of Corona is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City of Corona operates a municipal electric utility (“City”); and

WHEREAS, the City and AM Wind Repower LLC, a Delaware limited liability company (“Seller”), entered into a Renewable Power Purchase and Sale Agreement (“PPA”) on June 5, 2020, pursuant to which Seller will (i) develop, construct, install, test, own, operate, and maintain an approximately 27 megawatt (“MW”) wind-powered electric generating facility located in Riverside County, California known as the Alta Mesa Project, and (ii) sell the output of the Alta Mesa Project to the City; and

WHEREAS, Seller is owned by California Wind Holding LLC, a Delaware limited liability company (“Construction Borrower”) and the Construction Borrower is owned by California Wind Member LLC, a Delaware limited liability company (“Term Borrower”); and

WHEREAS, in order to finance the development, construction, installation, testing, operation, and use of the Project, the Construction Borrower and the Term Borrower have entered into a Financing Agreement with both Wells Fargo Bank and Computershare Trust Company, N.A.; and

WHEREAS, the Seller has entered into an agreement with entities including the Construction Borrower, Term Borrower, and Computershare Trust Company, in which Seller has agrees to assign, as collateral for the financing of the Alta Mesa Wind Project, all of Seller’s right, title, and interest in the PPA to Computershare Trust Company; and

WHEREAS, pursuant to the terms of the PPA, Seller must obtain the City’s consent for the assignment of its right, title, and interest in the PPA to Computershare Trust Company; and

WHEREAS, the Construction Borrower and the Term Borrower have entered into an Equity Capital Contribution Agreement (“ECCA”) with Wells Fargo Central Pacific Holdings, Inc., a California corporation, pursuant to which Wells Fargo Central Pacific Holdings will make a tax equity investment in the Construction Borrower; and

WHEREAS, the ECCA requires that the Construction Borrower provide Wells Fargo Central Pacific Holdings with an Estoppel Certificate executed by the City making certain acknowledgements, representations, and warranties regarding the PPA.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. The proposed Consent and Agreement by and among the City of Corona, AM Wind Repower LLC, and Computershare Trust Company, N.A., attached hereto as Attachment A, is hereby approved.

SECTION 2. The proposed Estoppel Certificate, attached hereto as Attachment B is hereby approved as to form and the City Council authorizes the City Manager, or designee, to execute such document.

PASSED, APPROVED AND ADOPTED on the 19th day of January 2022.

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 an adjourned meeting thereof held on the 19th day of January 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 19th day of January 2022.

City Clerk of the City of Corona, California

(SEAL)

ATTACHMENT “A”

**CONSENT AND AGREEMENT
AMONG
CITY OF CORONA,
AM WIND REPOWER LLC,
AND
COMPUTERSHARE TRUST COMPANY, N.A.**

[SEE ATTACHED 14 PAGES]

Attachment A

CONSENT AND AGREEMENT

among

**CITY OF CORONA,
(Contracting Party)**

**AM WIND REPOWER LLC,
a Delaware limited liability company
(Project Company)**

and

**COMPUTERSHARE TRUST COMPANY, N.A.
(Collateral Agent)**

Dated as of _____, 2022

CONSENT AND AGREEMENT
(City of Corona PPA)

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 2022, is entered into by and among CITY OF CORONA (together with its successors and permitted assigns, “Contracting Party”), COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as collateral agent for the Secured Parties referred to below (together with its successors, designees and assigns in such capacity, “Collateral Agent”), and AM WIND REPOWER LLC, a Delaware limited liability company (“Project Company”). Capitalized terms used but not defined herein shall have the meanings set forth in the Contract (as defined below).

RECITALS

A. WHEREAS, Project Company intends to develop, construct, install, test, own, operate and maintain an approximately twenty-seven (27) MW wind generation facility located in Riverside County, California (the “Project”).

B. WHEREAS, (i) California Wind Finance LLC, a Delaware limited liability company (the “Pledgor”), owns one hundred percent (100%) of the equity interests in California Wind Member LLC, a Delaware limited liability company (the “Term Borrower”), (ii) the Term Borrower owns, as of the date hereof, one hundred percent (100%) of the equity interests in California Wind Holding LLC, a Delaware limited liability company (the “Construction Borrower”), and (iii) the Construction Borrower owns one hundred percent (100%) of the equity interests in Project Company;

C. WHEREAS, in order to partially finance the development, construction, installation, testing, operation and use of the Project, the Construction Borrower and the Term Borrower have entered into that certain Financing Agreement, dated as of _____, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among the Construction Borrower, the Term Borrower, the lenders and issuing banks party thereto from time to time, Wells Fargo Bank, National Association, in its capacity as administrative agent to the lenders and issuing banks, Collateral Agent, and the other parties named therein, pursuant to which, among other things, the lenders and issuing banks have extended commitments to make loans and other financial accommodations to, and for the benefit of, the Construction Borrower and the Term Borrower.

D. WHEREAS, Contracting Party and Project Company have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 5, 2020 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Contract”).

E. WHEREAS, Project Company has entered into that certain Collateral Agency, Depositary and Security Agreement, dated as of _____, 2022 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “CADSA”) with Collateral Agent, the Construction Borrower, the Term Borrower, the Pledgor and certain other entities, pursuant to which Project Company has agreed, among other things, to assign, as collateral security for the Construction Borrower’s obligations under the Financing

Agreement and other documents related to the Financing Agreement and any other documents entered into pursuant to the Financing Agreement from time to time to evidence senior secured *pari passu* indebtedness of Project Company (collectively, the “Credit Documents”), all of Project Company’s right, title and interest in, to and under (but not its obligations, liabilities or duties with respect to) the Contract to Collateral Agent for the benefit of itself, the lenders, issuing banks and each other entity or person that is provided collateral security under the Credit Documents (the “Secured Parties”).

F. WHEREAS, Project Company is obtaining this Consent pursuant to Section 14.3 of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Contract to the contrary, as follows:

SECTION 1. CONSENT TO ASSIGNMENT

(a) Contracting Party acknowledges the assignment referred to in Recital E above, consents to such assignment and agrees with Collateral Agent for the benefit of the Secured Parties as follows:

(i) After delivery by Collateral Agent to Contracting Party of notice that an Event of Default (as defined in the Financing Agreement) has occurred and is continuing, Collateral Agent shall be entitled (but not obligated) to exercise all or any portion of the rights and to take any or all actions of Project Company under the Contract in accordance with the terms and conditions set forth therein. Upon receipt of notice from Collateral Agent that it intends to exercise such rights and remedies, Contracting Party agrees to accept such exercise and cure by Collateral Agent so long as timely made by Collateral Agent under the Contract and this Consent. Any such cure or attempt to cure by Collateral Agent shall not be construed as an assumption by Collateral Agent, the Secured Parties, or any of their respective assignee(s) or designee(s) of any covenants, agreements or obligations of Project Company under or in respect of the Contract.

(ii) Contracting Party will not without the prior written consent of Collateral Agent, cancel or terminate the Contract, or suspend performance of its services thereunder or consent to or accept any cancellation, termination or suspension thereof by Project Company, except as provided in the Contract and in accordance with Section 1(a)(iii) hereof. Contracting Party shall deliver duplicates or copies of all notices of Default (as defined below) to Collateral Agent simultaneously with delivery thereof to Project Company.

(iii) Contracting Party will not terminate the Contract or suspend performance of its services thereunder on account of any default or breach of Project Company thereunder, or upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or

the giving of notice, or both, entitle Contracting Party to terminate or suspend performance thereunder (such default, breach, event or condition, a “Default”), without written notice to Collateral Agent (which notice may be provided concurrently to Collateral Agent and Project Company) of such termination or suspension and first providing to Collateral Agent a reasonable opportunity to cure such Default, but not more than ninety (90) days from the expiration of Project Company’s cure period set forth in the Contract so long as Collateral Agent sends the Contract Party a written notice of its intention to cure such Default prior to the expiration of such cure period; provided that, except as otherwise set forth herein, in no event shall Project Company’s cure period set forth in the Contract plus Collateral Agent’s cure period under this Consent exceed one hundred eighty (180) days. If possession of the Project is necessary to cure such Default, and Collateral Agent declares Project Company in default under the Financing Agreement and commences foreclosure proceedings within one hundred eighty (180) days and Collateral Agent is making diligent and consistent efforts to complete such foreclosure, take possession of the Project and promptly cure the such Default, Collateral Agent will be allowed a reasonable period to complete such proceedings before Contracting Party terminates the Contract or suspends performance under the Contract. Notwithstanding the foregoing, if Collateral Agent is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition, but not more than one hundred eighty (180) days from the date of such court order or proceeding.

(iv) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or a purchaser or grantee at a foreclosure and sale or by a conveyance in lieu of foreclosure take possession of or title to the Project or any of the Project assets, and so long as no Default exists under the Contract (it being acknowledged and agreed that if Contracting Party irrevocably waives any Default of Project Company under the Contract, no such Default shall be deemed to exist), then Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or other purchaser or grantee shall assume the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract that arise from and after the date of such assumption.

(v) Subject to the restrictions set forth in the Contract, as may be modified herein, Contracting Party consents to the transfer of Project Company’s interest under the Contract to the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, Contracting Party shall recognize the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or other purchaser or grantee as the applicable party under the Contract, provided that such Secured Parties or Collateral Agent or their designee(s) or assignee(s) or other purchaser or grantee (A) assume in writing the obligations of Project Company under the Contract arising or accruing from and after the date of such assumption, it being understood, however, that such assumption shall not operate as a waiver of the Defaults existing under the Contract prior to the date of such assumption and (B) assume the Contract subject to Contracting Party’s rights thereunder. Notwithstanding any assumption in accordance with this Section 1(a)(v), Project Company shall not be released or discharged from and shall remain liable

for any and all of its obligations to Contracting Party arising or accruing under the Contract prior to such assumption.

(vi) In the event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Contract is terminated for any reason other than a Default which could have been but was not cured by Collateral Agent as provided in Section 1(a)(iii) above, and if, within sixty (60) days after such rejection or termination, Collateral Agent or its successors or assigns shall so request, Contracting Party will execute and deliver to Collateral Agent a new contract, which contract shall be on the same terms and conditions as the original Contract, including the remaining term of the original Contract before giving effect to such termination. References in this Consent to the "Contract" shall be deemed also to refer to such new contract.

(vii) In the event Collateral Agent, the Secured Parties, any designee or assignee of the foregoing or any purchaser or grantee thereof elects to succeed to Project Company's interests under the Contract as provided in Section 1(a)(viii) or to enter into a new contract as provided in Section 1(a)(v) above, such person shall, subject to the terms of this Consent, assume the obligations of Project Company under the Contract to the extent provided herein; provided that such assumption of rights and obligations shall not include the assumption of any other liabilities for claims of Contracting Party against Project Company arising from Project Company's failure to perform during the period prior to the such Collateral Agent's, Secured Parties', designee's or assignee's succession to Project Company's interest in and under the Contract. The sole recourse of Contracting Party in seeking the enforcement of such obligations shall be to such Collateral Agent's, Secured Parties', designee's or assignee's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

(viii) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) succeed to Project Company's interest under the Contract, Collateral Agent, the Secured Parties or their designee(s) or assignee(s) shall cure any then-existing Defaults under the Contract, except any Defaults which by their nature are not capable of being cured (including, without limitation, defaults which relate to bankruptcy of Project Company or other defaults that relate to the status or condition of Project Company at the time of the Default because they are personal to Project Company). Collateral Agent, the Secured Parties and their designee(s) or assignee(s) shall have the right to assign their interest in the Contract or the new contract entered into pursuant to Section 1(a)(v) above to a person or entity to whom Project Company's interest in the Project is transferred, provided such transferee (A) assumes the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract) and (B) is a Permitted Transferee. Upon such assignment, Collateral Agent and the Secured Parties and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

(ix) This Consent shall not be deemed to waive or modify in any respect any of the rights of any Contracting Party under the Contract against Project Company or to relieve Project Company from the observance and performance of any and all covenants and conditions of Project Company except as otherwise expressly provided herein.

(b) Following a Default by Project Company under the Contract, Contracting Party may, upon written notice to Project Company or Collateral Agent, request a report concerning:

- (i) the status of efforts by Project Company or Collateral Agent to develop a plan to cure the Default;
- (ii) impediments to such cure plan or its development;
- (iii) if a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and
- (iv) any other information which the Contracting may reasonably require related to the development, implementation and timetable of the cure plan.

Project Company or Collateral Agent, as applicable, shall provide the report to Contracting Party within ten (10) Business Days after receipt of Contracting Party's request therefor. Following delivery of the requested report to Contracting Party, Project Company and Collateral Agent shall have no further obligations to provide any additional report, but shall provide such further information with respect to the applicable Default as Contracting Party may reasonably request from time to time.

(c) The Contracting Party agrees not to (i) assign or transfer or (ii) amend, supplement or modify the Contract in any material respect, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld).

SECTION 2. CONTRACT STIPULATIONS AND ACKNOWLEDGMENTS

Notwithstanding any provision contained in the Contract to the contrary, effective as of the date hereof, each of Project Company and Contracting Party acknowledges and agrees to the following (unless otherwise defined in this Consent, capitalized terms used in this Section 2 shall have the meanings given to such terms in the Contract, as amended and modified pursuant to this Consent):

(a) Project Company has notified Contracting Party that, pursuant to the terms of the Credit Documents, (i) the Construction Borrower, as the sole member of Project Company, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in Project Company (the "Project Company Membership Interests") until the Term Conversion Date, (ii) the Term Borrower, as the sole member of the Construction Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of (A) prior to the Term Conversion Date under the Financing Agreement, the membership interests in the Construction Borrower and (B) on and after the Term Conversion Date, the Class B Units in the Construction Borrower (the "Construction Borrower Membership Interests"), and (iii) the Pledgor, as the sole member of the Term Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in the Term

Borrower (the “Term Borrower Membership Interests”). Contracting Party hereby acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, Collateral Agent, acting on behalf of the Secured Parties, shall have the right to foreclose on, or otherwise dispose of, pursuant to the terms of the Credit Documents, (X) Project Company Membership Interests held by the Construction Borrower, (Y) the Construction Borrower Membership Interests held by the Term Borrower, and (Z) the Term Borrower Membership Interests held by the Pledgor, and such foreclosure on, or disposition of, Project Company Membership Interests, the Construction Borrower Membership Interests and the Term Borrower Membership Interests, shall in no event be deemed to constitute or result in a “Change of Control” under and as defined in the Contract or be subject to any transfer restrictions under the Contract or require the consent of Contracting Party.

(b) In addition to the collateral assignment of the Contract permitted by Section 14.3 of the Contract, Project Company may collaterally assign all of its assets pursuant to the CADSA before the Term Conversion Date.

(c) Collateral Agent shall not be required to be a Permitted Transferee in connection with such Secured Party becoming party to the Contract upon the exercise of remedies under the Credit Documents following an event of default under the Financing Agreement.

(d) Vestas American Wind Technology, Inc. satisfies the requirement set forth in clause (b) of the defined term “Permitted Transferee” in the Contract.

SECTION 3. ARRANGEMENTS REGARDING PAYMENTS

All payments to be made by Contracting Party to Project Company under the Contract from and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents shall be made in lawful money of the United States, directly to HSBC Bank USA, National Association, in its capacity as the depository bank, for the benefit of Collateral Agent, acting for the benefit of the Secured Parties, for deposit to HSBC Bank USA, National Association, ABA #021001088, SWIFT Code: MRMDUS33, Account: 002600161, Beneficiary: Corporate Trust Administration, For Further Credit to Account Number/Name: 10-884855/California Wind Holding LLC Construction Account, or at such other person or entity and/or at such other address as Collateral Agent may from time to time specify in writing to Contracting Party. From and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents and notice thereof is provided to Contracting Party, Contracting Party shall not, without the prior written consent of Collateral Agent, make any payments to or for the benefit of Project Company other than as contemplated pursuant to the first sentence of this Section 3.

SECTION 4. REPRESENTATIONS AND WARRANTIES

(a) Contracting Party hereby represents and warrants as of the date of this Consent that: (i) it (A) is (1) a validly existing California municipal corporation, (B) has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into the Contract and this Consent, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to the Contract and this Consent; (ii) the execution,

delivery and performance by Contracting Party of this Consent and the Contract have been duly authorized by all necessary action on the part of Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate persons of such Contracting Party, and constitutes the legal, valid and binding obligation of such Contracting Party, enforceable against such Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (Y) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (Z) general equitable principles (whether considered in a proceeding in equity or at law); (iv) to the best of Contracting Party's knowledge after due inquiry, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract; (v) to the best of Contracting Party's knowledge, no Force Majeure Event exists under, and as defined in, the Contract; (vi) except as otherwise provided herein and other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated November 2, 2021, the Contract has not been amended, supplemented or modified (whether by waiver, consent or otherwise); (vii) the execution, delivery and performance by Contracting Party of this Consent and the Contract do not (A) conflict with the governance documents of Contracting Party, (B) result in any breach of, default under or the imposition of any lien upon any of the property or assets of Contracting Party pursuant to any indenture, mortgage, deed of trust or other material agreement or instrument to which it is a party or by which it or any of its properties or assets is bound or (C) contravene any applicable federal or state laws or order, writ, injunction, decree or arbitral award binding upon Contracting Party or its properties or assets; (viii) there is no action, suit, proceeding or investigation at law or in equity or by or before any court, arbitrator, administrative agency or governmental authority pending or, to the best of Contracting Party's knowledge, threatened against or affecting Contracting Party or any of its respective properties which questions the legality, validity, binding effect or enforceability of this Consent or the Contract or which individually or in the aggregate, would, if adversely determined, materially adversely affect Contracting Party's ability to enter into and carry out its obligations under this Consent or the Contract; (ix) Contracting Party's obligations to make payments under the Contract enjoy first priority of payment at all times, and are unsubordinated to any and all bond ordinances or indentures to which the Contracting Party is a party, and such general undertakings are permitted by Article XI of the California Constitution, all other relevant constitutional, organic or other governing documents and any other Law presently in effect having applicability to the Contracting Party; (x) there are no restrictions regarding the source of funds that the Contracting Party may draw from in order to pay amounts due under the Contract and payments under the Contract are obligations of the Contracting Party; and (xi) without limiting the foregoing, the City's obligations to make payments under the Agreement are supported by, but are not limited exclusively to, the revenues from the electric utility operations of the Contracting Party's publicly owned utility.

(b) Project Company represents and warrants to Contracting Party as of the date of this Consent that: (i) it (A) is a duly organized and validly existing under the laws of the State of Delaware, (B) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Contract and this Consent, as applicable, and (C) has all requisite

power and authority to enter into and to perform its obligations under this Consent and the Contract, as applicable, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby; (ii) the execution, delivery and performance by such party of this Consent and the Contract have been duly authorized by all necessary limited liability company or other action on the part of such party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract, as applicable, is in full force and effect, has been duly executed and delivered on behalf of such party by the appropriate officers of such party, and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (B) general equitable principles (whether considered in a proceeding in equity or at law); and (iv) to Project Company's knowledge, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract.

SECTION 5. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective upon receipt if sent by (a) hand delivery, (b) facsimile, (c) by electronic mail in ".PDF" format or (d) by private courier or delivery service with charges prepaid, and addressed as specified below:

If to Contracting Party:

City of Corona Utility Department
755 Public Safety Way
Corona, CA 92880
Attention: Tom Moody
Fax: 951-279-3660
Email: Tom.Moody@ci.corona.ca.us

If to Collateral Agent:

Computershare Trust Company, N.A.,
as Collateral Agent
Corporate Trust Services
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: Jason Prisco or Lance Yeagle – California Wind
Email: ctsbankdebtadministrationteam@wellsfargo.com

If to Project Company:

AM Wind Repower LLC
c/o Brookfield Renewable
200 Liberty Street, 14th Floor
New York, NY 10281
Attention: Jacob Pollack

Fax: 646-992-2470

Email: legal.department.na@brookfieldrenewable.com

Any party may change the address or number to which notices to such party are to be delivered by providing notice of such change to each other party in the manner set forth above.

SECTION 6. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

This Consent shall be binding upon and benefit the successors and assigns of the parties hereto and their respective successors, transferees and permitted assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). Contracting Party agrees to (a) confirm such continuing obligation in writing upon the reasonable request of Project Company, Collateral Agent, the Secured Parties or any of their respective successors, transferees or assigns, (b) in connection with any tax equity financing of the Project, promptly following the written request of Project Company, deliver an estoppel certificate to any applicable tax equity investor and Collateral Agent representing that the matters set forth in Section 4 above remain true and correct as of such date and (c) cause any successor-in-interest to Contracting Party with respect to its interest in the Contract to assume, in writing in form and substance reasonably satisfactory to Collateral Agent, the obligations of such Contracting Party hereunder. Any purported assignment or transfer of the Contract not in conjunction with the written instrument of assumption contemplated by the foregoing clause (c) shall be null and void. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by all of the parties hereto. In the event of any conflict or inconsistency between the provisions of this Consent and the Contract, the provisions of this Consent shall prevail, and the Contract shall be deemed to be amended accordingly. This Consent shall terminate upon the earlier of (x) the Term Conversion Date (as defined in the Financing Agreement) and (y) the Discharge Date (as defined in the Financing Agreement); provided that, notwithstanding the foregoing, the Recitals and Sections 2, 6 and 7 shall survive until the Discharge Date. This Consent shall be governed by the laws of the State of California.

Collateral Agent, Project Company and Contracting Party hereby submit to the exclusive jurisdiction of the federal and state court sitting in Los Angeles County, California for the purposes of all legal proceedings arising out of or relating to this Consent or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each party hereto irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such party at the address referenced in Section 5, such service to be effective upon the date indicated on the postal receipt returned from such party.

SECTION 7. MISCELLANEOUS

(a) Counterparts. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding

agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

(b) Third Party Beneficiaries. There are no third party beneficiaries to this Consent other than the Secured Parties.

(c) Severability. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

SECTION 8. COLLATERAL AGENT

Any corporation or association into which Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which Collateral Agent shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of Collateral Agent may be sold or otherwise transferred shall be the successor Collateral Agent hereunder without any further act. In the performance of its obligations hereunder, Collateral Agent shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it pursuant to the Credit Documents (including to the extent such rights are to be exercised at the direction of the relevant Secured Parties in accordance therewith).

SECTION 9. ACKNOWLEDGMENTS BY PROJECT COMPANY.

Project Company, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the Contract, Contracting Party has agreed to perform as set forth herein and that none of execution of this Consent, performance by Contracting Party of its obligations hereunder, the exercise of any rights of Contracting Party hereunder, or the acceptance of performance of the Contract by any party other than Project Company shall (i) release Project Company from any obligation of Project Company under the Contract, (ii) constitute a consent by Contracting Party of, or impute any knowledge to, Contracting Party of any specific terms or conditions of the Financing Agreement or any of the Credit Documents, or (iii) except as expressly set forth in this Consent, constitute a waiver by Contracting Party of any of its rights under the Contract. Project Company acknowledges for the benefit of Contracting Party that, except as expressly set forth in this Consent, none of the Credit Documents, or any other document executed in connection therewith alter, amend, modify or impair any provision of the Contract.

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IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized,
have duly executed this Consent as of the date first set forth above.

CITY OF CORONA,
as Contracting Party

By: _____

Its:

Date:

Attest:

AM WIND REPOWER LLC,
a Delaware limited liability company,
as Project Company

By: _____
Name:
Title:

By: _____
Name:
Title:

**COMPUTERSHARE TRUST COMPANY,
N.A.,**
as Collateral Agent

By: _____
Name:
Title:

ATTACHMENT “B”

ESTOPPEL CERTIFICATE

[SEE ATTACHED 6 PAGES]

Attachment B

ESTOPPEL CERTIFICATE

This Estoppel Certificate (this “**Estoppel Certificate**”), dated as of January 19, 2022, is provided by the City of Corona, a municipal corporation organized and existing under the laws of the State of California (together with its permitted successors and assigns, “**Offtaker**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Contract (as hereinafter defined).

RECITALS

A. Offtaker and AM Wind Repower LLC, a Delaware limited liability company (“**Seller**”) have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 5, 2020 (as further amended from time to time in accordance with the terms thereof and hereof, the “**Contract**”), pursuant to which Seller will (i) develop, construct, install, test, own, operate and maintain an approximately 27 MW wind-powered electric generating facility located in Riverside County, California known as the Alta Mesa Project (the “**Project**”) and (ii) sell to Offtaker the Product.

B. Pursuant to that certain Equity Capital Contribution Agreement, dated as of January 19, 2022 (the “**ECCA**”), to be entered into by and among California Wind Holding LLC, a Delaware limited liability company (the “**Company**”), [Wells Fargo Central Pacific Holdings, Inc., a California corporation] (“**Wells**” or the “**Tax Equity Investor**”), and California Wind Member LLC, a Delaware limited liability company, on the Funding Date (as defined in the ECCA), Wells will make a tax equity investment in the Company, which owns 100% of the membership interests in Seller.

C. Pursuant to the ECCA, the Tax Equity Investor requires that this Estoppel Certificate be delivered as a condition precedent to its investment in the Company.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Offtaker hereby agrees as follows:

1. Offtaker acknowledges that the acquisition by the Tax Equity Investor of membership interests in the Company, the direct parent of Seller, does not require the consent of Offtaker and does not otherwise cause a breach or default of the Contract.
2. If (i) Seller defaults in the performance of any of its obligations under the Contract or (ii) upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Offtaker to terminate or suspend its

performance under the Contract (a “**Contract Default**”), Offtaker will not terminate or suspend its performance under the Contract until it first gives written notice of such Contract Default to the Tax Equity Investor at the address listed in Exhibit A of this Estoppel Certificate (the date of such notice, the “**Date of Notice**”) and affords the Tax Equity Investor the right to cure such Contract Default in accordance with the following: (a) commencing as of the Date of Notice, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of five (5) Business Days if such default is the failure to pay amounts to Offtaker which are due and payable by Seller under the Contract (a “**Monetary Default**”); and (b) commencing as of the Date of Notice, for any breach or default under the Contract other than a Monetary Default, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of thirty (30) days, so long as the Tax Equity Investor promptly commences and diligently pursues the cure.

Offtaker hereby represents and warrants that as of the date of this Estoppel Certificate:

1. It (i) is a municipal corporation duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations in this Estoppel Certificate and under the Contract, and (iii) has all requisite power and authority to enter into and to perform its obligations in this Estoppel Certificate and under the Contract, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
2. The execution, delivery and performance of this Estoppel Certificate and the Contract have been duly authorized by all necessary action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;
3. The Contract is in full force and effect, and each of this Estoppel Certificate and the Contract has been duly executed and delivered on behalf of Offtaker by the appropriate officers of Offtaker, and constitutes the legal, valid and binding obligation of Offtaker, enforceable against Offtaker in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors’ rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law);
4. The execution, delivery and performance by it of this Estoppel Certificate and the Contract, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any contract or agreement to which it is a party or by which it or its property is bound, or of any legal requirements presently in effect having applicability to it, the violation, breach or

default of which could have a material adverse effect on its ability to perform its obligations under this Estoppel Certificate or the Contract;

5. (i) Neither Offtaker nor, to Offtaker's knowledge, Seller, is in default of any of its obligations under the Contract and (ii) there exists no event or condition that could, either immediately or with the passage of time or giving of notice, or both, be reasonably expected to entitle Seller or Offtaker to terminate or suspend its obligations under the Contract;
6. As of the date hereof, the Contract represents the entire agreement between Offtaker and Seller with respect to the subject matter thereof and the Contract has not been assigned or amended, supplemented, or modified, other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated November 2, 2021;
7. Seller does not owe any payments to the Offtaker with respect to liquidated damages, warranty, or indemnity claims;
8. All representations and warranties by the Offtaker under the Contract are true and correct as of the date hereof;
9. As of the date hereof, (i) there is no pending or, to Offtaker's knowledge, threatened dispute or legal proceeding between Offtaker and Seller, and (ii) there is no pending or, to Offtaker's knowledge, threatened action or proceeding affecting Offtaker before any court, governmental agency or arbitrator that could reasonably be expected to have a material adverse effect on the ability of Offtaker to perform its obligations under the Contract, or that purports to affect the legality, validity or enforceability of the Contract;
10. Offtaker has no existing counterclaims, offsets or defenses against Seller under the Contract;
11. Offtaker is not aware of any event, act, circumstance or condition constituting an event of force majeure under the Contract;
12. Without limiting paragraphs 13 and 14 below, the Offtaker's obligations to make payments under the Agreement are supported by, but are not limited exclusively to, the revenues from the electric utility operations of the City of Corona Utilities Department.
13. There are no restrictions regarding the source of funds that Offtaker may draw from in order to pay amounts due under the Contract and payments under the Contract are obligations of Offtaker.

14. Offtaker's obligations to make payments under the Contract are unsubordinated obligations and such payments are operating and maintenance costs (or similar designation) of Offtaker, and as such are in the category of costs that enjoy first priority of payment at all times under any and all bond ordinances or indentures to which Offtaker is a party, and such general undertakings are permitted by Article XI of the California Constitution, all other relevant constitutional, organic or other governing documents and any other Law presently in effect having applicability to Offtaker.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, Offtaker, by its own officer duly authorized, has duly executed this Estoppel Certificate as of the date first set forth above.

CITY OF CORONA
a municipal corporation,

By: _____
Name:
Title:

EXHIBIT A
TAX EQUITY INVESTOR NOTICE DETAILS

Wells:

Wells Fargo Central Pacific Holdings, Inc.
c/o Wells Fargo Commercial Capital
Attention: Renewable Energy Portfolio Management
MAC A0119-184
333 Market Street, 18th Floor
San Francisco, CA 94105
Email: WFREFEF@wellsfargo.com

and with a copy to:

Wells Fargo Legal Group
Capital Markets Counsel
MAC J0161-245
150 E 42nd Street, 24th Floor
New York, NY 10017
Email: WFREFEF@wellsfargo.com



Staff Report

File #: 22-0079

**REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Utilities Department

SUBJECT:

Resolution authorizing the submittal of a grant application to the Department of Water Resources for the Urban and Multibenefit Drought Relief Grant Program.

EXECUTIVE SUMMARY:

Staff is proposing to submit a funding application in the amount of \$4 million to the California Natural Resources Agency Department of Water Resources to complete the upgrade and installation of Advanced Metering Infrastructure throughout the City. The proposed grant funding will partially offset the cost of the currently budgeted Advanced Metering Infrastructure Meter Replacement Project No. 76340.

RECOMMENDED ACTION:

That the:

- a. City Council adopt Resolution No. 2022-008 authorizing the submittal of an application for the Department of Water Resources 2021 Urban and Multibenefit Drought Relief Grant Program.
- b. City Council designate the City Manager, or his designee, to receive and spend Urban and Multibenefit Drought Relief Grant funds in accordance with all applicable program guidelines and state and federal laws.
- c. City Council authorize the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests, and any other grant required correspondence which may be necessary to obtain grant funds or complete the grant program that are consistent with or in furtherance of the City Council's actions hereunder.
- d. City Council authorize the Finance Director, or her designee, to prepare and process any

budgetary adjustments to receive and record Urban and Multibenefit Drought Relief Grant funds.

- e. Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

BACKGROUND & HISTORY:

The Advanced Metering Infrastructure (AMI) Meter Replacement project will replace, and in some cases retrofit, approximately 40,000 direct read water meters with advanced metering technology. This project is approved in the Five-Year Capital Improvement Project Plan and will provide the Utilities Department (UD) and customers with 24/7 monitoring and alert capabilities on water usage. By completing the project, the UD will be able to obtain real time remote meter reads, detect leaks in real time, and provide the customers with the ability to monitor their water usage in real time, which should result in water savings estimated at 1,787 acre feet (AF) per year.

The project total cost is estimated to be \$22,900,000. Currently, \$500,000 is budgeted in the AMI Meter Replacement Project No. 76340 with the balance of \$22,400,000 to be requested in Fiscal Year 2023 during the annual budget process. The Utilities Department (UD) has been actively seeking grant funding to help offset the cost of this project. In October 2021, the UD submitted a request to Riverside County Flood Control and Water Conservation District to fund a portion of the AMI Meter Replacement Project up to \$5 million. On November 3, 2021, the City Council approved a resolution for UD to apply for the Fiscal Year 2022 WaterSMART: Water Energy and Efficiency Grants Program for a federal grant of up to \$2 million dollars for the AMI Meter Replacement Project. At the time of this report, neither of those grant opportunities have announced whether funding will be awarded for the project. The UD has continued to seek out additional opportunities to help fund this project.

In October 2021, the California Natural Resources Agency Department of Water Resources (DWR) released a grant solicitation for the 2021 Urban and Multibenefit Drought Relief Grant Program. This program was authorized pursuant to the Budget Act of 2021 and its Trailer Bill, Assembly Bill 148. A total of \$300 million was allocated to the program by the State to deliver grants for interim and immediate drought relief to urban communities and for multibenefit projects. The grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, and to protect fish and wildlife resources.

As a drought resiliency project, the AMI Meter Replacement project qualifies for the Urban and Multibenefit Drought Relief program, and the UD recommends authorization of an application for this grant.

ANALYSIS:

The AMI Meter Replacement Project is a good fit for the Urban and Multibenefit Drought Relief Grant program. Efficient water use is the most cost-effective way to achieve the long-term water conservation and water supply reliability goals of this program, which looks to help the State adapt to longer and more intense droughts. The AMI Meter Replacement project aligns well with the

necessity to use water more wisely, eliminate water waste, and strengthen local drought resiliency and will result in water savings estimated at 1,787 acre feet (AF) per year, or more than 582 million gallons.

In addition to the estimated water savings, the project should result in estimated energy savings up to 2,503,734 kilowatt hours. This energy savings is achieved not only by reducing water usage in residential households, but also by reducing the upstream energy required to extract, convey, treat, and distribute water, as well as the downstream energy needed to treat and dispose of wastewater.

Greenhouse gas emissions (GHG) are also expected to be reduced by an estimated half ton as a result of this project. With the current manually read meters, staff must drive to each meter on a monthly basis to collect the data. By eliminating the need to drive to collect data, a reduction in GHGs will be achieved.

The AMI Meter Replacement project is projected to achieve multiple benefits and improve drought resiliency for the City and is an excellent fit for the Urban and Multibenefit Drought Relief Grant Program.

As required by DWR, Staff requests approval of a resolution authorizing the City to apply for the Urban and Multibenefit Drought Relief Grant Program. If received, this grant funding will partially offset the cost of the existing AMI Meter Replacement project up to a maximum of \$4 million over the three-year period.

FINANCIAL IMPACT:

Approval of the recommended actions may result in a grant award and appropriation in an amount up to \$4 million in the AMI Meter Replacement Project (76340) and an offsetting revenue budget of the same amount in the Water Utility Grant/Agreement Fund 571.

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 commonsense 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 to adopt the resolution to apply for Urban and Multibenefit Drought Relief grant funding and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JACQUELINE ZUKERAN, BUSINESS MANAGER

REVIEWED BY: TOM MOODY, UTILITIES DIRECTOR

Attachments:

1. Exhibit 1: Resolution No. 2022-008 for the Urban and Multibenefit Drought Relief Grant

Application

2. Exhibit 2: Urban and Multibenefit Drought Relief Grant Application

RESOLUTION NO. 2022-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION, FOR THE DEPARTMENT OF WATER RESOURCES 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND EXECUTE ANY AND ALL AGREEMENTS OR DOCUMENTS NECESSARY FOR THE GRANT PROGRAM.

WHEREAS, funding for the 2021 Urban and Multi-benefit Drought Relief Program was authorized pursuant to the Budget Act of 2021 and its Trailer Bill, Assembly Bill 148; and

WHEREAS, the California Natural Resources Agency Department of Water Resources has been delegated the responsibility for the administration of this grant program and establishing procedures for the application and award of such grant funding; and

WHEREAS, said procedures established by the California Natural Resources Agency Department of Water Resources require a resolution by the applicant's governing board authorizing submission of said applications(s), designating a representative to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation; and

WHEREAS, the City of Corona desires to apply for grant funding under the 2021 Urban and Multi-benefit Drought Relief Program from the California Department of Water Resources in order to implement the City's Advanced Metering Infrastructure (AMI) Meter Replacement Project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Urban and Multibenefit Drought Relief Application. The City Council hereby authorizes and approves the filing of an application with the Department of Water Resources for the Urban and Multi-benefit Drought Relief Grant Program for the City of Corona pursuant and subject to all of the terms and provisions of Budget Act of 2021 ((Stats. 2021, ch. 240, § 80), and authorizes the City Manager, or his designee, to take such other actions necessary or appropriate to obtain grant funding.

SECTION 2. City Manager Authority - Agreement. The City Council hereby authorizes the City Manager, or his designee, to act as agent with legal authority to enter into any

agreements with the Department of Water Resources and conduct any all negotiations and any amendments thereto as necessary or appropriate to obtain grant funding.

SECTION 3. City Manager Authority – Other Documents. The City Council hereby authorizes the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit any required documents including, but not limited to, applications, agreements, payment requests and any other required correspondence which may be necessary for the grant program.

SECTION 4. Budgetary Adjustments. The City Council hereby authorizes the Finance Director, or his/her designee, to prepare and process all necessary budgetary adjustments to receive and record any funds received from the Urban and Multibenefit Drought Relief Grant Program.

SECTION 5. Effective Date. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this 19th Day of January 2022.

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 19th day of January 2022 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 19th day of January 2022.

City Clerk of the City of Corona, California

[SEAL]

APPLICANT INFORMATION

Please complete the following summary form for the application. This form should be saved and submitted with the forms intact via email to urbandrought@water.ca.gov. Please do not print to pdf or scan this form. If the application contains more than five projects, please contact DWR for an expanded form. A Project Information Form should be complete for each project in addition to this summary form.

Applicant Name City of Corona

Primary Contact Name Tom Moody

Title General Manager

E-mail tom.moody@coronaca.gov

Address 755 Public Safety Way

City Corona

Zip Code 92878

Telephone (951) 736-2477

Total State Funding Requested: \$4,000,000

Does this application include project(s) benefitting underrepresented communities/Tribes?

Pull down: Yes

Provide a summary of the budget for the application including other cost share (if applicable), for all projects included in the application. Please note that there is no required non-state cost share, but cost share is encouraged. Applicants are required to show other cost share to account for the full project budget. Funding source(s) for cost share must be described for each project in Question 15 on the Project Information Form.

APPLICATION BUDGET SUMMARY

	PROJECTS	Grant Amount	Other Cost Share	Total Cost
	Grant Administration			
1	Project Name: Drought Relief-Advanced Metering Infrastructure Project	4,000,000	18,685,603	22,685,603
2	Project Name:			
3	Project Name:			
4	Project Name:			
5	Project Name:			

	GRAND TOTAL	4,000,000	18,685,603	22,685,603
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PROJECT INFORMATION FORM

Please complete a unique Project Information Form for each project in the application. There are no character limits on specific questions but the Project Information Form as a whole may not exceed 10 pages.

1. Project Name: City of Corona Drought Relief Advanced Metering Infrastructure Project
2. Local Project Sponsor (if different than grantee):
3. Please provide the latitude and longitude of the project site. For linear projects or those covering a large area, report the coordinates for a central point. If this information is confidential, it must be clearly labeled "confidential." You can find the latitude and longitude easily using google maps. You can find instructions at the following link:
<https://support.google.com/maps/answer/18539?hl=en&co=GENIE.Platform%3DDesktop>.

Latitude: 33.8753° N

Longitude: -117.5664° W

4. Please briefly describe the proposed project.

The City of Corona, located in western Riverside County, will upgrade to Advanced Metering Infrastructure (AMI) meters with requested grant funds, by installing 41,061 "smart" meters. Many of the existing water meters (11,653) are beyond their useful life (10+ years old), with diminished capacity to accurately meter or report water usage. This upgrade is critically important as the City faces significant drought conditions, and the project will save an estimated 1,787 Acre Feet per Year (AFY).

The City has an estimated total water supply of 32,338 AFY and manages residential, commercial, industrial, and irrigation accounts and is primarily dependent on imported water. This imported supply is considered limited and its future reliability uncertain. In addition, transport of imported water requires tremendous energy input which constitutes a considerable portion of the total water cost to the end user. Corona's water supply comes from different sources: 45.1 % groundwater from the Temescal Groundwater Subbasin owned and operated by the City of Corona, 51.1% through Lake Mathews from the Colorado River, 3.7% from the State Water Project's (SWP) California Aqueduct and, 0.1% from Western Municipal Water District's Arlington Desalter treatment facility. As calculated by the City's Regulatory group, since 2012, the City's reliance on water from the Colorado River has increased by 17%.

The City's Water Loss Audit conducted in FY2021, identified the importance of establishing ongoing mechanisms for customer meter accuracy testing, active leakage control, and infrastructure monitoring. With a validity score of 70 out of 100, the City was tasked with establishing long-term apparent and real loss reduction goals. In an effort to reduce water loss and enhance water resiliency, the City identified the installation of AMI as being of utmost importance. The current drought emergency underscores the need to act now.

The AMI project will help the City mitigate water losses in a timely and efficient

manner with 24/7 monitoring and alert capabilities. This will result in conservation of the region's precious water resources during a critical time of unprecedented drought and anticipated future water shortages. Corona water customers will also benefit from AMI technology by having safe and secure, on-demand access to their water usage through a specially designed AMI customer portal. This is especially helpful for large commercial and landscape clients who tend to have higher usage rates and higher bills as a result. This level of monitoring will allow for usage adjustments during peak times. The City will use grant funds for meters to complete the remaining meter change out in residential, multi-family units, and commercial properties. Implementation of this project will result in quantifiable water and energy savings, as well as support broader water reliability benefits by providing the following:

- Water savings of up to 1,787 AFY;
- Associated energy savings of 3,574,000 kilowatt-hours (kWh) per year;
- Water conservation measures through immediate water use feedback and water leakage detection, will significantly reduce energy consumption and water waste, and;
- Reduced time, labor, cost, energy, and greenhouse gas (GHG) emissions compared to the existing metering system, which requires contracted personnel to physically drive to and manually read each meter.

5. Does this project respond to an existing emergency to humans and/or wildlife? If so, please describe the emergency and how this project is addressing it.

The drought crisis in the Inland Empire threatens water supply and sustainability. On October 19, 2021, the Governor of California extended the drought emergency declaration to eight additional counties, one of which is Riverside County. To further emphasize the emergency, the Metropolitan Water District declared a drought emergency on November 9, 2021 calling on all local water suppliers (including Corona) to implement all conservation measures possible. The multitude of studies and reports about the impacts of climate change on western water and the Colorado River Basin increasingly come to parallel, or reach precisely the same conclusions: the future will be warmer and drier, with less water. The studies also show that the process of warming and aridification is happening faster than anticipated (www.americanrivers.org).

6. Each project must meet one of the following purposes as it relates to drought. Please select the appropriate purpose for your project.

- a. ☒ Address immediate impacts on human health and safety, including providing or improving availability of food, water, or shelter.
- b. ☒ Address immediate impacts on fish and wildlife resources.
- c. ☒ Provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

7. Each project must enhance regional drought resilience and align with the goals and objectives of the relevant approved Integrated Regional Water Management Plan. You can find the relevant IRWM Region by using the map at the following link:

<https://gis.water.ca.gov/app/dacs/>

The IRWM Plans can be found at the following link: <https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs/Plan-Review-Process>. If you have any questions about the IRWM region the contact list can be found at the following link: <https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs>. Applicants are encouraged to contact and coordinate with the applicable RWMG for the IRWM region in which the project is located

Please identify the IRWM objective your project addresses.

The proposed project falls under the jurisdiction of the Santa Ana Watershed Project Authority (SAWPA) The "One Water One Watershed" (OWOW) 2.0 Plan is the Santa Ana River Watershed's integrated regional water management (IRWM) plan, which was officially adopted in February of 2014. Under the 2014 IRWMP, regional goals and objectives that align with the proposed project include:

Regional Goal 1 - "Maintain reliable and resilient water supplies and reduce dependency on imported water"

Objective 2- Increase water-use efficiency

Outcome of AMI Project: The approximate amount of water that will be more efficiently managed is 30,920 AFY (95.6%), which is the amount that is currently conveyed through the 41,061 existing meters. This total water amount is directly tied to the outdated direct read meters in the City. The project will save an estimated 1,787 AFY.

Objective 7- Reduce green-house-gas emissions and energy consumption from water resource management

Outcome of AMI Project: With the addition of AMI, there will be an expedited reduction in greenhouse gas (GHG) emissions. With current manually read meters, staff must drive to each meter, on a monthly basis, to collect the data. By eliminating the need to drive to collect the data, a reduction in GHG's will be achieved.

Regional Goal 5 - "Accomplish effective, equitable, and collaborative integrated watershed management".

Objective 6- Engage with disadvantaged communities to eliminate environmental injustices

Outcome of AMI Project: Many of the census tracts within the City of Corona are DACs (see question # 11). The project directly benefits underserved populations by more efficiently managing limited water sources.

Objective 8- Reduce conflict between water resources and protection of endangered species

Outcome of AMI Project: The City anticipates saving 1,787 AFY of water. This potential reduction will place less demand on the water that is being imported, which will ultimately contribute to the water staying at its original source.

8. Describe the Primary Benefit of the project.

Quantified benefit: 1787

Units (Drop down):Acre feet per year If other please enter:

Benefit Type: Water Supply Reliability If other please enter:

9. Describe the Secondary Benefit of the project:

Quantified benefit: 459,884

Units (Drop down):Other If other please enter:grams of CO2/month

Benefit Type: Other If other please enter:Reduced GHG emissions

10. Please briefly describe how the project will achieve the claimed benefits.

AFY Savings: The estimated water savings with the installation of 41,061 AMI meters is as much as 1,787 AFY. This estimate was determined by multiplying the average acre-feet leakage rate per household per year of 0.03437 (as determined by the California Department of Water Resources (DWR) 2011 "California Single-Family Water Use Efficiency Study") by the number of meters that need to be upgraded (41,061). This equates to 1,411.27 AFY. Additionally, based on the City's FY2020 Over-Budget Usage reports, it is assumed that an additional 10% AF can be saved due to early warning leak detection that AMI provides. Combining these two calculations equals 1,787 AFY in water savings.

Leak Reduction: $0.03437 \times 41,061 \text{ Meters} = 1,411.27 \text{ AFY}$

Overbudget: $3,754.53 \text{ AFY Loss in FY2020} \times 10\% \text{ assumed savings} = 375.45 \text{ AFY}$

$1,411.27 \text{ AFY} + 375.45 \text{ AFY} = 1,786.72 \text{ AFY (rounded to 1,787)}$

GHG Savings: Currently gas-powered scooters travel approximately 0.056 miles per meter read, and currently read 41,061 meters monthly. The estimated miles driven to read all meters is 2,299.42 miles per month. This equates to 27,593 miles per year. The average scooter emits about 200 grams of CO₂ per mile. Given this information, it can be reasonably expected that 459,884 grams of CO₂ will be eliminated from tailpipe emissions on a monthly basis by eliminating the need to manually read water meters.

GHG Reduction: $2,299.42 \text{ miles/month} \times 200\text{g per mile} = 459,884\text{g of CO}_2 \text{ per month}$

11. Briefly describe how the community/area benefiting from this project is being impacted by the current drought.

WATER SUPPLY IMPACTS: Currently, the City of Corona is in the Severe Drought (D2) stage, and has activated Stage 2 water conservation mandates. Drought categories show experts' assessments of conditions related to dryness and drought including observations of how much water is available in streams, lakes, and soils compared to usual for the same time of year (drought.gov). Over the past 12 months, the City has been designated as being an Abnormally Dry (D0) to Severe Drought (D2) area. The City is in the process of developing a Groundwater Sustainability Plan (GSP). According to the plan, we are managing our aquifer levels in a sustainable way and water supply issues are not foreseen for the next year or two. However, this may change if the drought continues. In addition, the cost of purchased water has been increasing, as the City has seen on average a 3% increase in costs for raw water purchases each year. Corona cannot rely on the availability of imported water from the Metropolitan Water District based upon its November 2021 drought emergency declaration and warning to its customers.

California is experiencing its worst drought since the late 1800s, as measured by both lack of precipitation and high temperatures. August 2021 was the driest and hottest August on record since reporting began and the water year that ended last month was the second driest on record (gov.ca.gov). Droughts can have widespread impacts on communities and ecosystems, often leading to significant economic costs. Water supplies for drinking, household use, agriculture, and power generation become scarce. Trees and other vegetation dry up, becoming more vulnerable to pests. Wildfire risks increase. Rivers and streams become less suitable for fish and other aquatic organisms (www.oehha.ca.gov). Exhibit 1 in Appendix A shows a map of the City of Corona from the drought.gov site.

The entire City is being impacted by the drought and those living in disadvantaged communities and economically distressed areas, more often, feel the stressors at a higher rate than others. Disadvantaged communities refer to the areas throughout California which most suffer from a combination of economic, health, and environmental burdens. Low-income communities and communities of color are most vulnerable to the effects of climate change due to poor-quality housing and infrastructure, proximity to environmental hazards, and economic instability (www.americanprogress.org). Drought can affect people's health and safety. Examples of drought impacts on society include anxiety or depression about economic losses, conflicts when there is not enough water, reduced incomes, fewer recreational activities, higher incidents of heat stroke, and even loss of human life (www.ncdc.noaa.gov). Exhibits 2 and 3 identify the Disadvantaged and Economically Distressed Communities and areas within the City. As is evident in the maps, the majority of neighborhoods in Corona are located on Census Tracts that are considered to be either severely disadvantaged or disadvantaged communities.

Droughts may affect human health by altering patterns of certain diseases and by increasing air pollution from wildfires and dust storms (www.oehha.ca.gov). Exhibit 4 in Appendix A shows a map of the City of Corona from CalEnviroScreen 4.0, which identifies California communities by Census Tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution, as well as health issues, low rates of education, and high poverty and unemployment rates (red shaded Census Tracts have the highest burden).

ENERGY IMPACTS: Production of all types of energy, including electricity, requires water, therefore, reduced water supply can lead to reduced energy production, and even to temporary closure of energy facilities. Hydroelectric power is generated by funneling water through power plants contained in dam structures. When water levels in reservoirs become low, the force of water pressure required to turn hydro turbine blades is reduced, which affects productivity (drought.gov).

AIR QUALITY IMPACTS: Severe drought conditions can negatively affect air quality. During drought, there is an increased risk for wildfires and dust storms. Fire and dry soil and vegetation increase the number of particulates that are suspended in the air, such as pollen, smoke, and fluorocarbons. These substances can irritate the bronchial passages and lungs, making chronic respiratory illnesses like asthma worse. This can also increase the risk for acute respiratory infections like bronchitis and bacterial pneumonia. Other drought-related factors affect air quality, including the presence of airborne toxins originating from freshwater blooms of cyanobacteria. These toxins can become airborne and have been associated with lung irritation, which can lead to adverse health effects in certain populations. (www.cdc.gov).

WATER QUALITY IMPACTS: The City's current water supply is affected by contaminants such as Perfluoroalkyl and Polyfluoroalkyl substances (PFAS), 1,2,3-Trichloropropane (1,2,3-TCP), and Nitrate.

With the increase of droughts, the quality of water is greatly compromised. Droughts can trigger more intense groundwater pumping and that can put stress on shallow aquifers and pull contaminations down into deeper aquifers (Seyfried, S., 2021). If the drought continues, and the City sees a decrease in imported water that is received, additional groundwater would need to be pumped, this could potentially compromise our sustainable ground water levels, which affects water quality. According to an article by Bloomberg Law, the drought

and dry conditions in the West are lowering water tables, making existing wells more unreliable, and reducing the dilution of contaminants in both surface and ground water. In addition, droughts can exacerbate harmful algae blooms.

LACK OF FLOW FOR IN-STREAM WILDLIFE: The most acute and severe impacts of drought so far are on California's freshwater habitats and forested lands and on the biodiversity they support. These impacts stem, in part, from the severity of the drought and its combination of low flows and heat. More than a century of water and land practices have increased vulnerability by undermining the natural capacity of these ecosystems to handle occasional droughts (Hanak, E. et al) The City obtains an estimated 51.1% of its water supply from the Colorado River, and 3.7% from the State Water Project. Since 2000, the Colorado River Basin has been experiencing a historic, extended drought that has impacted regional water supply and other resources, such as hydropower, recreation, and ecologic services. During this time, the Basin has experienced its lowest 16-year period of inflow in over 100 years of record keeping, and reservoir storage in the Colorado River system has declined from nearly full to about half of capacity. Concern is growing about the impacts of the ongoing drought and declining reservoir levels, such as decreasing water supply and the possibility of a first-ever shortage condition of drinking water for the Lower Basin; decreasing hydropower capacities at Lake Powell and Lake Mead; the potential for loss of hydroelectric generation at Lake Powell; reduced recreational opportunities; and changes to in-stream flows that support ecosystems. (www.doi.gov).

12. How will this project alleviate the impacts described in your answer to Question 11?

WATER SUPPLY: Efficient water use is the most cost-effective way to achieve long term conservation goals and provide the water supply reliability needed to adapt to the longer and more intense droughts climate change is causing in California. Aligned with the necessity to use water more wisely, eliminate water waste, and strengthen local drought resiliency, the City's upgrade to AMI meters will assist with these mitigation efforts, thus causing this project to be a top priority in water conservation. The project eliminates emissions of carbon dioxide that currently occur during manual meter reading. The upgrade to AMI in Corona will have the benefit of saving up to 1,787 AFY, expanded over 40 years (the estimated project life) will bring the potential savings to a total of 71,480 AF.

The proposed project will directly and meaningfully benefit disadvantaged, low-income communities. As noted in the U.S. Bureau of Reclamation's Overview of Disadvantaged Communities and Native American Tribes in the Santa Ana River Watershed, residents living in severely disadvantaged or disadvantaged communities are often disproportionately impacted by high infrastructure costs, poor water quality, and failing septic systems. The City wants to ensure that all community members, especially those with fewer resources, have access to information that can teach them how to proactively save money and precious water resources via water conservation and leak detection practices. With the new AMI management system, both the customer and the City will be alerted to leaks or potential problems, giving everyone the ability to react as quickly as possible to mitigate losses and conserve our invaluable water resources.

ENERGY: Residential water usage accounts for 50 percent to 85 percent of urban water use. Using water more efficiently may be the single best way to reduce water-related energy costs, because, in addition to saving the on-site energy, efficiency reduces the upstream energy required to extract, convey, treat, and distribute water, as well as the downstream energy needed to treat and dispose of wastewater (Cohen, R., 2007). By reducing water consumption and water losses, this project harbors the potential to reduce energy consumption expended to import water into the basin. The City estimates that the combined energy savings from the above actions will be

approximately 2,503,734 kWh per year, assuming conservation of up to 1,787 acre feet per year.

AIR QUALITY: With the addition of AMI, there will be an expedited reduction in greenhouse gas (GHG) emissions. With current manually read meters, staff must drive to each meter, on a monthly basis, to collect the data. By eliminating the need to drive to collect the data, a reduction in GHG's will be achieved. The estimate GHG reductions per month is 459,884g of CO₂.

WATER QUALITY: The City recognizes the human right to water and is committed to providing safe drinking water to City residents. With the upgrade to AMI, the City will see a potential AFY savings of 1,787. With this anticipated savings, the City can mitigate the potential negative impacts droughts have on water quality. The more water staying within its place of origin, the cleaner the water will remain.

WILDLIFE: The proposed AMI project will save approximately 1,787 AFY which will help accelerate the recovery of a minimum of three identified endangered fish species and one threatened species that are federally recognized by the U.S. Department of Fish and Wildlife in the Colorado River and the California Bay Delta Estuary: The Colorado Pikeminnow, Humpback Chub, Razorback Sucker, and the Delta Smelt. By reducing water use, the City will place less demand on imported water from these sources and as a result will help preserve the habitats of these endangered fish species and contribute to the overall improvement of the fish populations. In addition to decreasing water demand that will assist in further protecting the identified species, incorporating AMI will allow for more efficient use of water. When reservoir water levels decline and ground water tables drop, water supplies, human health, and the environment are put at serious risk. Less water going down the drain means more water available in the lakes, rivers, and streams that we use for recreation and wildlife use to survive. Using water more efficiently helps maintain supplies at safe levels, protecting human health and the environment (www.epa.gov).

13. Please complete the following budget table for the project. (Identify funding sources in Question 15)

	BUDGET CATEGORY	Grant Amount	All Other Cost	Total Cost
(a)	Project Administration	0	0	0
(b)	Land Purchase / Easement	0	0	0
(c)	Planning / Design / Engineering / Environmental Documentation	0	1,000	1,000
(d)	Construction / Implementation	4,000,000	18,684,603	22,684,603
	TOTAL COSTS	4,000,000	18,685,603	22,685,603

14. Please describe why state funding is needed for this project. If state funding is not secured, what will happen to the project?

State funding is needed for this project to avoid a potential increase in rates for our customers to cover the cost of the project. The overall cost of the AMI project has increased since the original rate study was done, resulting in the need to secure additional funding. Grant funding will ensure the project can be expedited to completion as soon as possible.

15. Will the applicant provide cost share (encouraged but not required) and/or will this project require any additional funding from sources other than this solicitation? If so, please describe the funding source and indicate if the funding has been secured. If the funding has not been secured, please describe the plan to secure the necessary funding.

Yes. The City of Corona will contribute \$18,685,603 (82.4%) toward the total project cost of \$22,685,603. The City of Corona has authorized funding from the City's AMI Meter Replacement Capital Improvement Project Funds for this contribution. This money is available immediately, with no time constraints attached to the funds.

16. Is land acquisition or landowner permission required for this project? If so, please briefly describe the status of the acquisition or agreement with the landowner. If the acquisition is not complete or permission not secured at the time of application, please describe the plan to complete it.

No

17. Has planning and design for this project been completed? If not, please describe the status of planning and design.

The AMI project is ready to proceed. The City is requesting Council authorization in November 2021 to award a contract to an expert consultant to assist with planning, metering system selection, network needs, and procurement. These steps will ensure that the City will be ready immediately upon the grant agreement being executed. Matching funds have already been secured and appropriated in the budget for the project. Upon grant contract execution, the local funds will be available to be used. Assuming a grant agreement is executed in January 2022, the City will develop and implement a bid process for the project effective immediately and will have the entire project completed by March 31, 2026 (estimated 51 months).

18. Are the CEQA (and NEPA if applicable) and permitting processes for this project complete? If not, please briefly describe the permits and CEQA (or NEPA) documents to be completed and projected schedule for completion.

The project will be evaluated for CEQA and NEPA compliance upon grant award, and it is expected that the project will be designated a Categorical Exemption for the California Environmental Quality Act (CEQA) and a Categorical Exclusion for the National Environmental Policy Act (NEPA) because the project will result in minor retrofit activities and will utilize existing facilities. Permits are not expected to be needed due to the upgrades being made to the existing meters at their present locations.

19. Please briefly describe the necessary construction/implementation for this project.

The AMI project will install replacement water meters.

Installation Project: The project will not require construction; the new "smart" meters will replace existing features

Performance Period: The project will take an estimated 51 months from grant execution to completion. Planning and design work will start in February 2022 and will be complete by January 2023. The installation of meters will start in February 2023 and conclude in December 2025.

Responsible Parties: The City will select an experienced contractor to install the meters and test the system. The City will implement a competitive bid process, and staff from the City of Corona's Utilities Department will oversee and guide the contractors activities.

Project Area: The 41,061 meters are located throughout the City of Corona, and the funding from the State will complete the transition from traditional meters to "smart" meters.

20. Please complete the schedule below for the project. Projects must be complete by March 31, 2026, to allow time for final invoice processing and retention payment before the State funds expire on June 30, 2026. Project administration should end at least three months after construction.

	Categories	Start Date	End Date
(a)	Project Administration	2/1/2022	3/31/2026
(b)	Land Purchase / Easement		
(c)	Planning/ Design / Engineering / Environmental Documentation	2/1/2022	1/31/2023
(d)	Construction/ Implementation	2/1/2023	12/9/2025

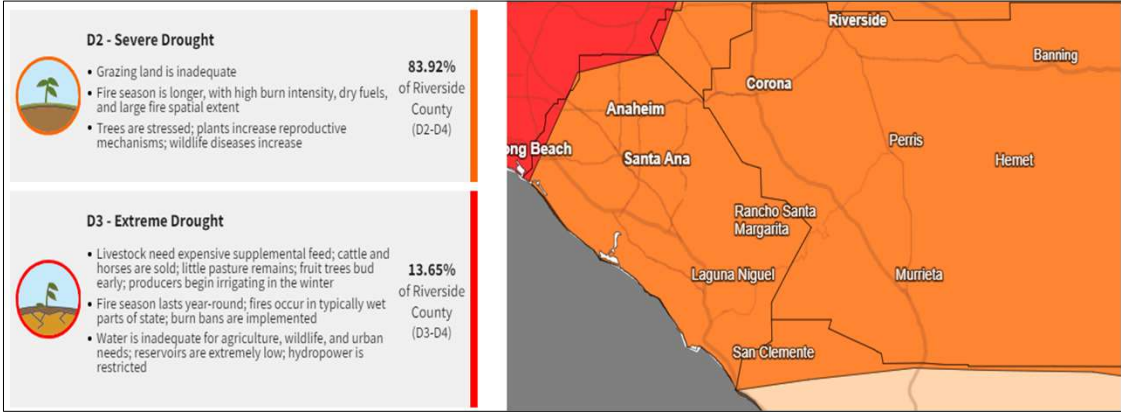


Appendix A

Underrepresented Community Benefits



Exhibit 1: City of Corona's Current Drought Designation



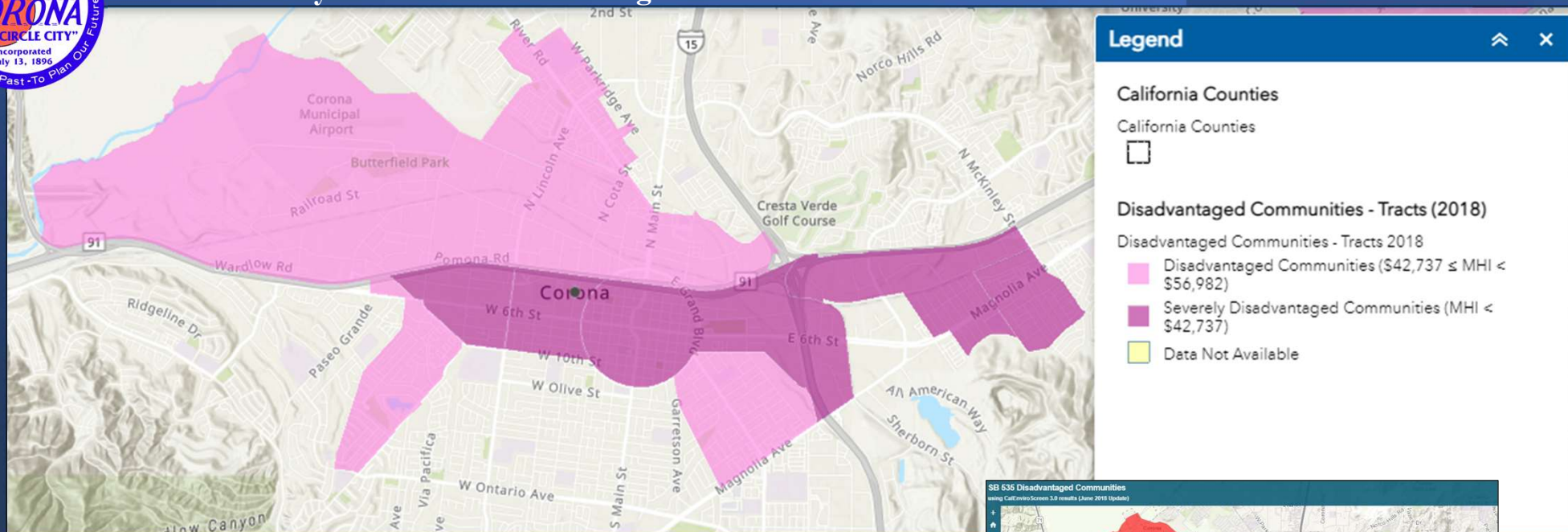
Source: <https://www.drought.gov/states/california>

Drought is currently a resiliency challenge and climate change will increase the magnitude, frequency, and locations of impact. As indicated above, the City of Corona is identified as being in severe drought and is currently operating under Stage 2 Water Conservation mandates. These water rules ensure that effective water conservation and efficiency practices are being used to extend the water supply and meet the water demand expectations well into the future. As California battles a statewide drought emergency it has never been more important to accelerate projects like the proposed AMI installation which will result in significant water savings, estimated at 17,870 AF over the next decade. Grant funds are needed to offset cost escalation that will limit the amount of meters that can be installed.





Exhibit 2: City of Corona Disadvantaged Communities



The proposed project will directly and meaningfully benefit disadvantaged, low-income communities. As noted in the Bureau of Reclamation's *Overview of Disadvantaged Communities and Native American Tribes in the Santa Ana River Watershed*, residents living in severely disadvantaged or disadvantaged communities are often disproportionately impacted by high infrastructure costs, poor water quality, and failing septic systems. The City wants to ensure that all community members, especially those with fewer resources, have access to information that can teach them how to proactively save money and precious water resources via water conservation and leak detection practices. With the new AMI system, both the customer and the City will be alerted to leaks or potential problems, giving everyone the ability to react as quickly as possible to mitigate losses and conserve our invaluable water resources. This project enables Corona to better manage its valuable water resources which will ensure rates can stay as low as possible. Water rate increases disproportionately impact low-income households.

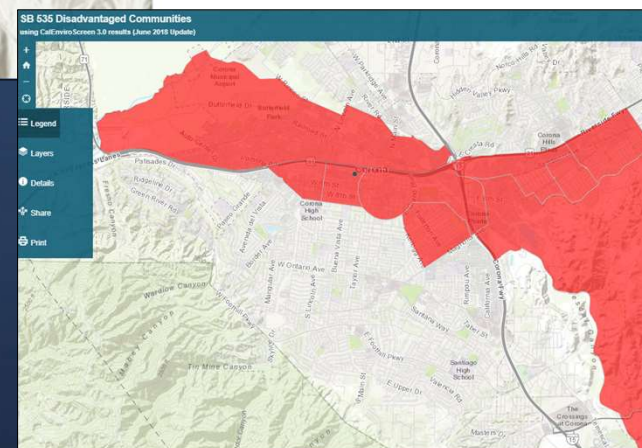
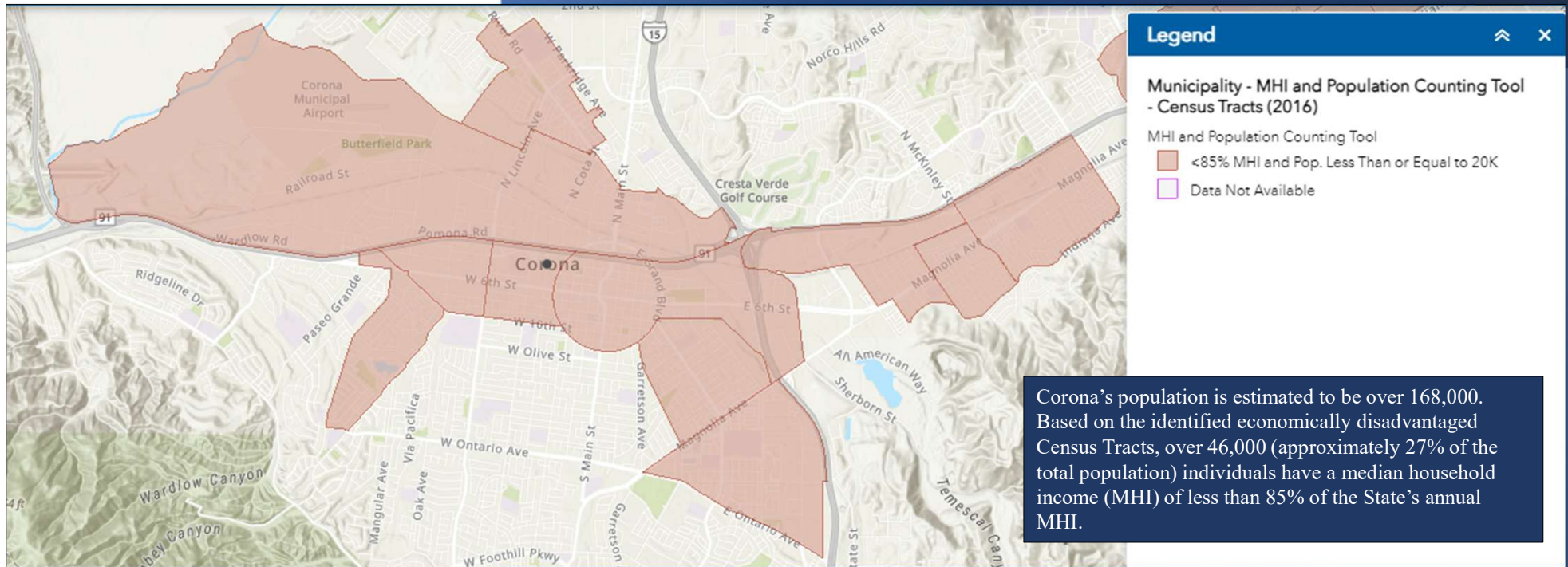




Exhibit 3: City of Corona Economically Distressed Areas

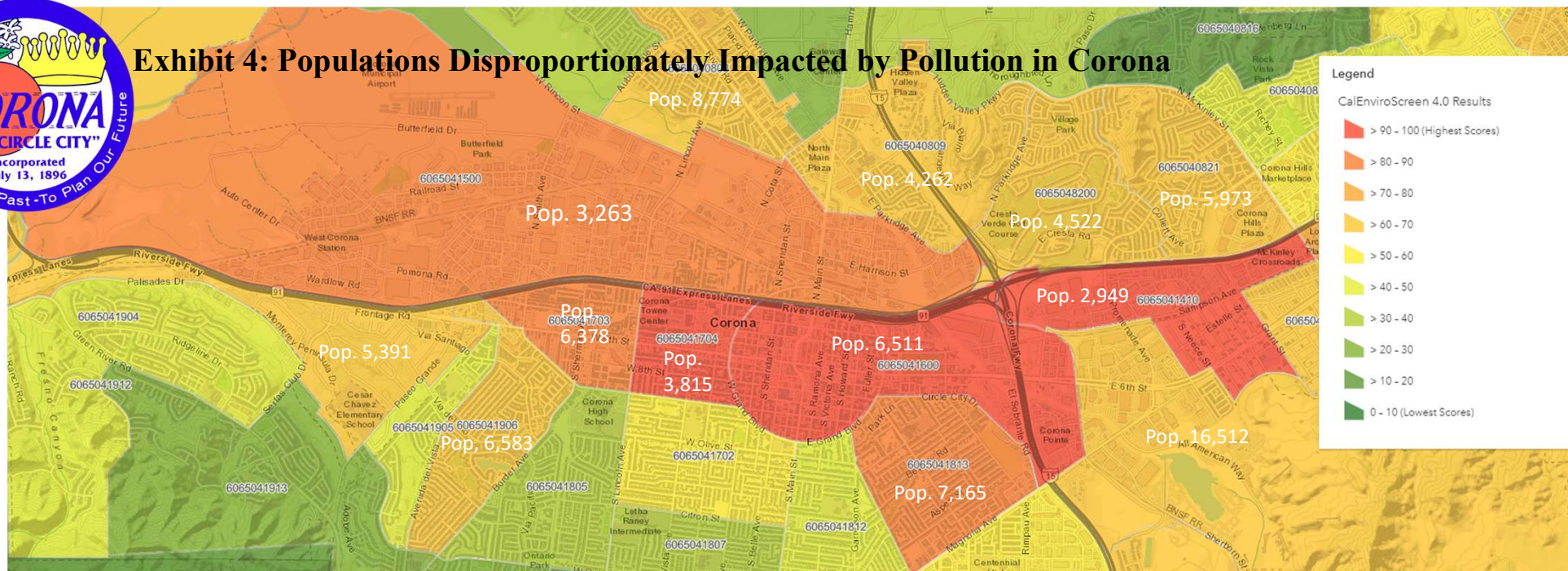


Corona's population is estimated to be over 168,000. Based on the identified economically disadvantaged Census Tracts, over 46,000 (approximately 27% of the total population) individuals have a median household income (MHI) of less than 85% of the State's annual MHI.

Source: <https://gis.water.ca.gov/app/edas/>



Exhibit 4: Populations Disproportionately Impacted by Pollution in Corona



Air pollution continues to be an important public health concern. Air monitoring shows that over 90 percent of Californians breathe unhealthy levels of one or more air pollutants during some part of the year (ca.gov). The CalEnviroScreen mapping tool reflects pollution and poverty metrics in Corona showing that multiple Census Tracts are among the 20% worst in the state for pollution burden. By conserving water with this project (an estimated 1,787 AFY) the project also reduces energy needed to move water into and around Corona (estimated energy savings 3,574,000 kWh/year). The combined water and energy savings helps address long term climate change and water sustainability issues in California.



Appendix B

Draft Resolution

Approval Anticipated January 2022

RESOLUTION NO. 202X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE AND EXECUTION FOR THE CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES: 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM.

WHEREAS, funding for the 2021 Urban and Multibenefit Drought Relief Program was authorized pursuant to the Budget Act of 2021 and its Trailer Bill, Assembly Bill 148; and

WHEREAS, the California Natural Resources Agency Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency Department of Water Resources require a resolution authorizing the application(s) by the applicant's governing board for submission of said applications(s), designating a representative to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation; and

WHEREAS, the City of Corona proposes to implement the Advanced Metering Infrastructure (AMI) Meter Replacement Project; and

WHEREAS, the City of Corona intends to apply for grant funding from the California Department of Water Resources for the AMI Meter Replacement Project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

Section 1. **Urban and Multibenefit Drought Relief Application.** The City Council hereby authorizes and approves the filing of an application with the Department of Water Resources for the Urban and Multibenefit Drought Relief Grant Program for the City of Corona pursuant and subject to all of the terms and provisions of Budget Act of 2021 ((Stats. 2021, ch. 240, § 80), and authorizes the City Manager, or his designee, to take such other actions necessary or appropriate to obtain grant funding.

Section 2. **City Manager Authority - Agreement.** The City Council hereby authorizes the City Manager, or his designee, to execute the funding agreement with the

Department of Water Resources and any amendments thereto.

Section 3. City Manager Authority – Other Documents. The City Council hereby authorizes the City Manager, or his designee, to submit any required documents, invoices, and reports required to obtain grant funding.

Section 4. Budgetary Adjustments. The City Council hereby authorizes the Finance Director, or his/her designee, to prepare and process all necessary budgetary adjustments to receive and record any funds received from the Urban and Multibenefit Drought Relief Grant Program.

Section 5. Effective Date. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this ____ Day of **XX**, 202**X**.

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 ____ day of **XX** 202**X** 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 ____ day of XX 202X.

City Clerk of the City of Corona, California

[SEAL]



Appendix C

Self-Certification Form



Eligibility Criteria Self-Certification Form

As an applicant with the Department of Water Resources' (DWRs) Financial Assistance Branch, you must complete this self-certification form as a condition to enter into a Grant Agreement with DWR to receive grant funds. Failure to meet and continue to comply with these conditions and requirements may result in DWR revoking the grant award, withholding grant funding, stopping invoice payment, and/or terminating the Grant Agreement. An answer of "No" to certain questions below may make you ineligible to enter into an agreement with DWR. If any question is going to be answered as "No" please contact DWR at urbandrought@water.ca.gov.

1. Applicant Eligibility

Applicant Name: City of Corona Utilities Department

Applicant Entity Type: Public Utilities

Applicant/Local Project Sponsor Name	Applicant/Local Project Sponsor Entity Type
City of Corona Utilities Department	Public Utilities

If the Applicant or any Local Project Sponsor is a mutual water company or public utility, does their proposed project have a clear and definite public purpose that benefits the customers of the water system or other public utility and not the investors?

Yes ☒ No ☐

If yes, please state the public purpose and explain how it benefits the customers:

The AMI project will help the City mitigate water losses in a timely and efficient manner with 24/7 monitoring and alert capabilities. This will result in conservation of the region's precious water resources during a critical time of unprecedented drought and anticipated future water shortages. Corona water customers will benefit from AMI technology by having safe and secure, on-demand access to their water usage through a specially designed AMI customer portal. This is especially helpful for large commercial and landscape clients who tend to have higher usage rates and higher bills as a result. This level of monitoring will allow for usage adjustments during peak times. Implementation of this project will result in quantifiable water savings (up to 1,787 AFY), energy savings (approximately 2,503,734 kWh per year), and greenhouse gas reductions (459,884g of CO₂/month), as well as support broader water reliability benefits.

2. Authorizing Resolution

A resolution adopted by the applicant's governing body authorizing the application for a grant under this program that designates a representative to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation (e.g., invoices, progress reports, etc.) is required. A signed, certified resolution must be received prior to the execution of a grant agreement with the State.

Is the authorizing resolution complete and included with the application? If there is not a



resolution included at time of application, please provide an estimate for when it will be complete.

The adopted resolution will go before the City Council prior to the execution of a grant agreement with the State, and the City will provide an executed copy immediately thereafter. The draft resolution is included with this submission.

3. Urban Water Management Compliance

List the urban water suppliers (UWS), as defined by Water Code section 10617, that will receive funding if the application is awarded funds. Does each UWS have a current Urban Water Management Plan (UWMP) verified by DWR that addresses the requirements of the California Water Code? Each UWS must also have a complete and validated water loss audit report verified by DWR in accordance with Senate Bill (SB) No. 555 (Stats. 2015, ch. 679). Additionally, each UWS proposing wastewater projects, water use efficiency projects, or drinking water projects must be compliant with the water metering requirements contained in Water Code section 525 et seq.

Urban Water Supplier	Date UWMP verified by DWR
City of Corona Utilities Department	November 2017

Are all Urban Water Suppliers compliant with all requirements for Urban Water Suppliers including but not limited to metering requirements (Water Code, § 525 et seq.), water loss audits, and monthly reporting to the State Water Resources Control Board (SWRCB)?

Yes ☒ No ☐

If a supplier isn't compliant with the requirements, please explain:

4. Water Shortage Contingency Plan (WSCP)

List the urban water suppliers that will receive funding if the application is awarded funds. Does each UWS have an activated Water Shortage Contingency Plan to a stage appropriate for their water conditions? DWR will verify the status with the water board.

Urban Water Supplier	Date WSCP was activated
City of Corona Utilities Department	Adopted on January 7, 2009

**5. Agricultural Water Management and Measurement Compliance**

List the agricultural water suppliers, as defined by Water Code section 10608.12(a), that will receive funding if the application is awarded funds. If there are none, please indicate so. Each supplier must have a completed Agricultural Water Management Plan (AWMP) that has been verified by DWR. If the supplier provides less than 25,000 irrigated acres, they will be exempt from the AWMP requirement.

Agricultural Water Supplier	Date AWMP verified by DWR, or exempt
None	

Are all Agricultural Water Suppliers compliant with all other requirements of an Agricultural Water Supplier including but not limited to farm gate delivery reports, Efficient Water Management Practices, Water Measurement regulations, etc.?

Yes ☐ No ☐

If a supplier isn't compliant with the requirements, please explain:

6. Surface Water Diverter Compliance

List the surface water diverters that will receive funding if the application is awarded funds. If there are none, please indicate so. For the listed surface water diverters, state whether each diverter has submitted their latest annual and monthly surface water diversion reports in compliance with requirements outlined in Water Code section 5100 et seq., and their Use Reports as set forth in the California Code of Regulations, title 23, section 907 et seq., to the SWRCB.

Surface Water Diverter	Has Surface Water Diverter submitted all required reports to SWRCB to remain up to date? (Yes/No)
None	

**7. Groundwater Management Compliance**

List any projects that directly affect groundwater levels or quality. You can find your groundwater basin and the priority by going to the following link:

<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#gwlevels%C2%A0>

Project Name	Grantee/Local Project Sponsor	Groundwater Basin	Priority of the basin
Not Applicable			

8. Groundwater Management Compliance Self-Certification

Groundwater Management Compliance: The Applicant and any Local Project Sponsors must maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code, § 10720 et seq.) requirements as they come into effect.

☒ Yes, the Applicant and Local Project Sponsors agree to maintain continuing eligibility with the most current SGMA requirements, as applicable.

☐ No, the Applicant and Local Project Sponsors do not agree to maintain continuing eligibility with the most current SGMA requirements, as applicable. DWR cannot enter into a Grant Agreement.

9. California Statewide Groundwater Elevation Monitoring (CASGEM) Compliance

Please fill out the following table for any projects located in a high or medium priority groundwater basin as identified by the CASGEM program. Projects in high and medium priority groundwater basins that do not have a CASGEM monitoring entity will not be eligible for funding if the grant applicant and Local Project Sponsor are listed as potential monitoring entities in Water Code section 10927. The same applies to counties whose jurisdictions include unmonitored high and medium priority groundwater basins (Water Code, § 10933.7(a)).



Eligibility Criteria Self-Certification Form

Project	Basin Monitoring Entity	If there is no monitoring entity, is the Local Project Sponsor is an eligible monitoring entity per Water Code section 10928?
Drought Relief Advanced Metering Infrastructure Project	Western Municipal Water District	

10. Stormwater Projects

If a project is a stormwater and/or dry weather runoff capture project, is it included in a Stormwater Resource Plan or functionally equivalent plan (FEP) if applicable? Projects that benefit a DAC with a population of 20,000 or less are exempt from this requirement. However, they must not be a co-permittee for a municipal separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit issued to a municipality with a population greater than 20,000 (Water Code, § 10563(c)(2)(B)).

Project (only list stormwater and/or dry weather runoff capture projects)	Project Included in a Stormwater Resource Plan or FEP?
Not Applicable	

**11. Agreement Template**

Have you and your counsel reviewed the agreement template and all terms and conditions?

Yes ☒ No ☐

I understand that the Department of Water Resources will rely on this signed certification in order to approve funding and that false and/or inaccurate representations in this Self-Certification may result in revocation of the award of funds or loss of all funds awarded to the Grantee. and that reimbursement of any grant funds is reliant upon the Grantee and all local project sponsors to meet and maintain all eligibility requirements outlined within this Self-Certification form, the 2021 Urban and Multibenefit Drought Relief Program Guideline and Proposal Solicitation Package, and the Grant Agreement terms and conditions. Additionally, for the aforementioned reasons, the Department of Water Resources may withhold disbursement of grant funds and/or pursue any other applicable legal remedies.

Tom Moody

DocuSigned by:

Tom Moody

D519EFD915CF45C...

Name of Authorized Representative

Signature

General Manager

11/17/2021

Title

Date



Staff Report

File #: 22-0034

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Finance Department

SUBJECT:

Resolution Approving Pension Stabilization Trust Agreement Pursuant to Section 115 of the Internal Revenue Code and Authorize Initial Contribution of \$30 Million.

EXECUTIVE SUMMARY:

A Section 115 Trust is a pension stabilization trust fund that holds funds set aside by the City for future pension contributions to the California Public Retirement System in order to stabilize the expected pension funding from the City and fund some of the unfunded liability for pension benefits. The Pension Stabilization Trust Agreement identifies the purpose and duration of the Trust Fund and sets forth the terms for administering the Trust Fund by a Board of Trustees. An initial contribution of \$30,000,000 is recommended to the Trust Fund from the General Fund and additional contributions will be considered annually based on any General Fund surplus funds remaining upon completion of the fiscal year-end audit.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2022-005 Approving the Trust Agreement Governing the City of Corona Pension Stabilization Trust Pursuant to Section 115 of the Internal Revenue Code.
- b. Authorize the City Manager, or his designee, to execute the Trust Agreement.
- c. Authorize the establishment of a new Fiduciary Fund to hold the funds allocated to the Pension Stabilization Trust.
- d. Authorize a Fund Transfer of \$30,000,000 from the General Fund to the new Fiduciary Fund for the Pension Stabilization Trust.

BACKGROUND & HISTORY:

The City of Corona has been a member of the California Public Employees Retirement System (CalPERS) since 1967. The City and its employees contribute to the CalPERS plan to pay for future retirement benefits. The last time the City's CalPERS plan was fully funded was in Fiscal Year (FY) 2000.

The gap between what the City has contributed to CalPERS and the benefits owed to its retirees is known as the CalPERS unfunded accrued liability (UAL). The UAL has grown significantly over the years due to lower-than-expected market returns, actuarial assumption changes, an increased number of retirees, and longer life expectancies of retirees. From 2005 to 2021, the City's annual UAL payment increased by 937% and it is projected to continue increasing for all California cities over the next 20 years in an effort by CalPERS to reach 100% fully funded status.

In order to cost-effectively manage the City's obligation to pay its UAL to the CalPERS system, the City identified a long-term funding solution through the issuance of pension obligation bonds (POBs), which provides substantial cost savings. The proceeds of the POBs are transferred to CalPERS as a prepayment of the City's UAL and the payment of debt service on the POBs replaces the obligation of the City to make annual contributions on the UAL. Savings are achieved based on borrowing rates being significantly lower than the CalPERS current discount rate of 7.0%, which is applied to the City's current UAL.

On January 6, 2021, the City Council approved the issuance of POBs with the approval of Resolution No. 2021-002, which authorized the issuance of the City of Corona 2021 Taxable Pension Obligation Bonds in an amount not to exceed \$300,000,000 with an interest rate not to exceed 5.00%, and authorized certain other actions in connection with the POB transaction.

On May 12, 2021, the City Council approved Resolution No. 2021-033 authorizing the execution of an Official Statement and Continuing Disclosure Certificate relating to the issuance of the City of Corona 2021 Taxable Pension Obligation Bonds and approved Administrative Policy 01200.605 adopting the City's Pension Management Policy. The Pension Management Policy provides guidelines for managing the UAL that will be assessed to the City by CalPERS on an annual basis or for any unfunded accrued liabilities remaining after the issuance of POBs, including the establishment of a Pension Stabilization Trust.

The City of Corona 2021 Taxable Pension Obligation Bonds were issued in October 2021 in the amount of \$276.7 Million for a term of 13 years. The annual interest rate ranges from 0.3% - 2.7%, with an average of 2.2%. Following the issuance of the bonds, the City prepaid all of its current UAL to CalPERS in the amount of \$275.6 Million on October 14, 2021. Per the guidelines of the Pension Management Policy, any remaining unfunded liability and/or any new UAL may be managed using a Pension Stabilization Trust to keep the City's target funding level at or near 100% of the accrued liability.

ANALYSIS:

A Section 115 Trust is a vehicle for segregating City funds from general assets for essential governmental purposes, such as pension obligations. Funds placed in a Section 115 Trust are irrevocably committed for the essential City functions specified in the Trust Agreement. The City's

Pension Management Policy requires the establishment of a Section 115 Trust to be used for pension-related costs. Some advantages associated with a Section 115 Trust include the following:

1. Assets in the trust can offset potential future unfunded pension liabilities.
2. Greater investment flexibility and risk diversification compared to other city investments results in a potentially higher rate of return on monies set aside for future pension obligations.
3. Assets can be used to stabilize rates and to offset unexpected contribution rate increases or be used as a rainy-day fund when revenues are impaired based on economic or other conditions.
4. Potential to improve the City's credit rating.
5. City has complete control over the trust assets and flexibility to access the assets at any time, as long as the assets are used to pay pension obligations.

The attached Trust Agreement establishes the City of Corona Pension Stabilization Trust pursuant to Section 115 of the Internal Revenue Code, as an entity to which funds for the City can be deposited, and through which a Board of Trustees can invest and manage assets for the exclusive purpose of funding contributions to the pension plan providing benefits for City employees and retirees. The term of the Trust Agreement is effective as of January 19, 2022 and will continue indefinitely until the agreement is terminated in accordance with the terms.

Five Trustees are identified in the Trust Agreement and include the City Treasurer, City Manager, Assistant City Manager, Finance Director, and Accounting Manager, or their designees. Trustee terms are continuous until the person is no longer qualified for the position or until their resignation. In the event of termination of a Trustee term, the City Manager may appoint a successor Trustee until a new individual becomes qualified for the Trustee position.

The Trustees will serve as an advisory group to the City Council and will conduct at least two (2) public meetings per year. The meetings of the Board of Trustees will be subject to the requirements of the Brown Act and the Board will need to take formal action to establish the time and place for holding regular meetings pursuant to Government Code Section 54954. It is anticipated that one meeting will be scheduled sometime in October, once the new CalPERS actuarial reports are received and reviewed to assess the new UAL impacts. The second meeting will be scheduled sometime in January, once the year-end audit and Annual Comprehensive Financial Report (ACFR) document is completed. The Trustees will review the year-end audit results in connection with the UAL changes and make a recommendation to the City Council for the annual contribution to the Pension Stabilization Trust. With the exception of the Accounting Manager, the remaining four Pension Stabilization Trustees are also part of the Treasury Committee. The Treasury Committee meets quarterly with the City's professional investment advisor, Chandler Asset Management. The investment results of the Trust will be incorporated into the quarterly discussion. The Trust results will also be reflected in the monthly investment reports.

The Trust Fund will have monies deposited into it at the City Council's discretion, based on review of the Trustees and recommendations provided by City staff based on the year-end audit results. The Trustees will have full and exclusive authority to administer the Trust Fund and are to receive the City's fund transfers into the Trust Fund and oversee the investment of those funds and payment of

administrative expenses of operating the Trust Fund. Professional investment advisory services will be provided by Chandler Asset Management. Chandler was selected through a competitive RFP process for investment advisory services and its contract was approved by the City Council in April 2021. The Trust funds will be audited annually by the City's independent auditing firm.

FINANCIAL IMPACT:

A new Fiduciary Fund will be established to hold the funds allocated to the Pension Stabilization Trust and an initial contribution of \$30,000,000 is recommended from the General Fund Budget Balancing Measures Reserve into the Trust Fund. Each year, upon completion of the fiscal year-end audit, staff will provide a recommendation to City Council for the percentage of annual surplus that should be placed in the Pension Stabilization Trust. In determining the recommended amount to contribute, the Trustees and staff will target paying off the Pension Obligation Bonds at year 10.

Investment advisory services are provided by Chandler Asset Management. The FY 2022 cost is \$4,375 per month, or \$26,250 through June 30, 2022. The budget already exists in the Finance Department's operating budget. The FY 2023 cost is estimated at \$72,000 and FY 2024 cost is estimated at \$81,000. During the initial three-year term, if total assets in the Trust exceeds \$60 Million for three consecutive months, a reduced fee schedule will be negotiated to reflect the current assets under management. The budget for future fiscal years will be addressed through the annual budget process.

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 activity in question may have a significant effect on the environment, the action is not subject to CEQA. This action simply approves the Section 115 trust agreement and authorizes a transfer of \$30,000,000 into the trust from the General Fund for the purpose of paying future pension contributions to CalPERS, and there is no possibility that this action will have any effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KIM SITTON, FINANCE DIRECTOR

Attachments:

1. Exhibit 1 - Resolution No. 2022-005 Pension Stabilization Trust
2. Exhibit 2 - Trust Agreement Pension Stabilization Trust
3. Exhibit 3 - Administrative Policy 01200.605 - Pension Management Policy

RESOLUTION NO. 2022-005

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CORONA, CALIFORNIA, APPROVING THE TRUST
AGREEMENT GOVERNING CITY OF CORONA
PENSION STABILIZATION TRUST PURSUANT TO
SECTION 115 OF THE INTERNAL REVENUE CODE.**

WHEREAS, the City of Corona ("City") currently provides employees with retirement benefits through CalPERS, a defined benefit pension program; and

WHEREAS, the CalPERS pension system is not currently 100% funded, meaning that there is a gap between what CalPERS members have contributed to CalPERS and the benefits owed to retirees, which has created an unfunded accrued liability ("UAL") in the CalPERS pension system; and

WHEREAS, in an effort to stabilize the overall pension fund, CalPERS has instituted new programs that require employers such as the City to accelerate payments to pay-down existing UAL account balances; and

WHEREAS, to cost-effectively manage the City's obligation to pay its UAL to the CalPERS system, the City issued the City of Corona 2021 Taxable Pension Obligation Bonds in October 2021 in the amount of \$276.7 Million for a term of 13 years and prepaid all of its current UAL to CalPERS in the amount of \$275.6 Million; and

WHEREAS, to institute added fiscal discipline and future financial stability, the City has adopted a Pension Management Policy that would mandate budgetary actions to facilitate the accelerated payoff of any future UAL account balances; and

WHEREAS, the Pension Management Policy requires the establishment of a Section 115 Trust, which is a tax exempt trust authorized by Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, used to segregate City funds from general assets and irrevocably commit such funds for essential governmental purposes, such as pension obligations; and

WHEREAS, the City Council has determined that it is in the best interests of the City to create a pension stabilization trust fund to hold funds set aside by the City for future pension contributions to CalPERS in order to stabilize the expected pension funding from the City and fund future UAL in the CalPERS pension system.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

SECTION 1. Findings. The City Council hereby finds and determines that the

above stated recitals are true and correct.

SECTION 2. Establishment of Trust. The City Council hereby adopts the Trust Agreement Governing City of Corona Pension Stabilization Trust attached hereto as Exhibit “A” and incorporated herein by reference and establishes the City of Corona Pension Stabilization Trust.

SECTION 3. Effective Date. This Resolution shall become effective on January 19, 2022.

PASSED, APPROVED AND ADOPTED this 19th day of January 2022.

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 19th day of January 2022 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 19th day of January 2022.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

[SEE ATTACHED NINETEEN (19) PAGES]

TRUST AGREEMENT

GOVERNING

CITY OF CORONA

PENSION STABILIZATION TRUST

Effective January 19, 2022

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CITY OF CORONA PENSION STABILIZATION TRUST

PREAMBLE

WHEREAS, the City of Corona (the "City") intends to create a pension stabilization trust fund to hold funds set aside by the City for future pension contributions to CalPERS in order to stabilize the expected pension funding from the City and fund some of the unfunded liability for CalPERS pension benefits;

WHEREAS, the City seeks to grant administration of the trust fund to a Board of Trustees, as set forth in this Trust Agreement;

NOW THEREFORE, the City does hereby adopt this Trust Agreement, effective January 19, 2022.

SECTION 1. DECLARATION OF TRUST

1.1 Name

The City hereby declares the establishment of a Trust Fund, named:

City of Corona Pension Stabilization Trust

The Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in such name.

1.2 Purpose

The exclusive purpose of the Trust Fund is to provide an entity to which funds from the City can be deposited, and through which the Trustees can invest and manage assets for the exclusive purpose of funding contributions to the pension plan providing pension benefits for City employees and retirees.

1.3 Duration of Trust Fund

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the term of this Trust Agreement.

1.4 Term of Trust Agreement

This Trust Agreement shall be effective as of January 19, 2022, and shall continue indefinitely until such time as it is terminated in accordance with the provisions of Section 10 hereof.

SECTION 2. DEFINITIONS

These terms shall have the following meanings when used in this Trust Agreement:

2.1 “City” means the City of Corona, California.

2.2 “Code” means the Internal Revenue Code of 1986, as amended.

2.3 “Trustees” or “Board of Trustees” means the governing board of the Trust Fund and their successors.

2.4 “Trust” or “Trust Fund” means the entity created by this Trust Agreement and all property and funds held by such entity, including all contract rights and records.

SECTION 3. BOARD OF TRUSTEES

3.1 Board of Trustees

The Board of Trustees, selected as provided below, shall administer the Trust Fund pursuant to the rules established herein.

3.2 Capacity of Trustees

The Trustees shall be considered fiduciaries of the Trust Fund.

3.3 Agents for Service of Process

The Clerk’s Office of the City of Corona shall be considered an agent of the Trust Fund for the purpose of accepting service of legal process, provided that the Trustees may designate in writing a different City employee, a Trustee, or a contract service provider, as exclusive agent of the Trust Fund for this purpose.

3.4 Number and Selection of Trustees

There shall be 5 Trustees. The Trustees shall be the City Treasurer, City Manager, Assistant City Manager, Finance Director and Accounting Manager, or their designees, who must meet the requirements of this Section to serve. The Trustees serving as of the effective date of this Trust Agreement are: City Treasurer Chad Willardson; City Manager Jacob Ellis; Assistant City Manager Roger Bradley; Finance Director Kim Sitton; and Accounting Manager Christine Thompson.

In the event of termination of a Trustee term through resignation, death, or separation from City employment, the City Manager shall appoint a successor Trustee to serve in the Trustee position until a new individual becomes qualified for the Trustee position pursuant to the selection requirements above.

The City may remove an individual from a Trustee position by action of the City Council. Removal of an individual from a Trustee position shall not affect the individual's City employment.

3.5 Employment/Elected Official Requirement

Each person appointed as a Trustee shall be currently employed by the City or an elected official of the City.

3.6 Term of Position

Trustee terms shall continue until the person is no longer qualified for the position under Section 4 or 5 above or until resignation pursuant to Section 11 below.

3.7 Individuals Disqualified from Serving as Trustees

No individual who has been convicted of a felony prior to or during their term shall serve as a Trustee. No individual who has been accused, found guilty or held liable for breach of trust may serve as a Trustee. The term of a Trustee who is convicted of a felony, or accused, found guilty or held liable for a breach of trust shall be automatically terminated.

3.8 Trustee Acceptance of Position

Each Trustee shall sign a document accepting the Trustee position and agreeing to abide by the terms and provisions of this Trust Agreement. Acceptance will also be deemed to occur by attendance at two Trustee meetings.

3.9 Termination For Failure To Attend Meetings

The term of a Trustee shall be automatically terminated if a Trustee fails to attend two (2) consecutive meetings of the Board of Trustees, without being excused from attendance by the remaining Trustees, as noted in the meeting minutes.

3.10 Termination For Mental Incapacity

The term of a Trustee declared mentally incompetent by court decree shall be automatically terminated.

3.11 Resignation

A Trustee may resign from the Trustee position at any time subject to applicable law. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Chairperson of the Board of Trustees or as noted in the meeting minutes when the resignation is given orally at a Board of Trustees meeting. A Chairperson of the Board of Trustees may resign from the Trustee position by written notice of resignation addressed to one of the other

Trustees or as noted in the meeting minutes when the resignation is given orally at a Board of Trustees meeting. Written resignations of Trustees shall be recorded in the meeting minutes of the next Board of Trustees meeting following receipt of the written resignation.

3.12 Vacancies.

No vacancy in a Trustee position shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Section 4 hereof.

3.13 Return of Books and Records

In the event of the termination of term, resignation, or death of a Trustee, the Trustee (or his legal guardian, heirs, or personal representative) shall, upon the request of the Chairperson or the Secretary of the Trustees, forthwith turn over to the Chairperson or Secretary any and all records, books, documents, and other property in the possession of the Trustee, or under his or her control, that belong to the Trust Fund or that were received by him or her in capacity as a Trustee. Former Trustees shall cooperate with the Board of Trustees to turn over signatory authority on Trust Fund accounts, as needed.

SECTION 4. TRUST FUND ADMINISTRATION

4.1 Manner of Voting

Any action to be taken by the Board of Trustees shall be approved by majority vote (greater than 50%) of the number of Trustees present at the meeting.

4.2 Quorum

To constitute a valid meeting of the Board of Trustees, a quorum must be present. A quorum exists if there are present at a meeting a simple majority of the number of Trustee positions, pursuant to Section 3.4 hereof, even if all positions are not filled.

4.3 Motions

Any Trustee including the Chairperson or Secretary may offer or second any motion or resolution presented for the Trustees' consideration.

4.4 Prohibition of Proxies

To encourage full attendance at meetings of the Board of Trustees and due consideration of the matters being voted upon, there shall be no proxies. A Trustee must be present, in person or via teleconference or videoconference, in order to cast a vote.

4.5 Regular Meetings

The Trustees shall hold regular periodic meetings consistent with the needs of Trust Fund business, provided that there shall be at least two regular meetings held during each calendar year. The Trustees shall determine the time and place of all such meetings, and comply with all applicable provisions for open meetings pursuant to the Ralph M. Brown Act, Cal. Govt. Code Section 54950 et seq.

4.6 Special Meetings

The Chairperson or any two Trustees may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time and place of such meeting with sufficient time before the date set for the meeting to allow notice and agenda posting that is compliant with the Ralph M. Brown Act, Cal. Govt. Code Section 54950 et seq.

4.7 Election of Chairperson and Secretary

The Trustees shall elect one of their number as Chairperson and one as Secretary. The Chairperson and the Secretary shall each hold office indefinitely, provided that when a particular Chairperson or Secretary have held office for two years, or at any time thereafter, any Trustee may obtain, on request, a rotation of offices, or a new election, or both. A Chairperson or Secretary may resign their office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees or communicated orally at a meeting of the Board of Trustees and noted in the minutes.

4.8 Duties of Chairperson and Secretary

The Chairperson shall chair the meetings of the Board of Trustees, shall have the power to appoint committees, and shall carry out such other duties as the Trustees may assign.

The Secretary, in the absence of the Chairperson, shall act in the place of the Chairperson and perform the Chairperson's duties. The Secretary shall also advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to other of the professional or non-professional help retained by the Trustees.

4.9 Authorized Signatures

The Chairperson and the Secretary or any two authorized Trustees shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority for signing negotiable instruments may be delegated to an administrative agent, corporate trustee (if any), depository bank, or custodian bank. All persons doing business with the Trust Fund may rely on such signatures.

4.10 Compensation and Expenses

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed under applicable law, and as may be authorized by the Board of Trustees. Each Trustee shall be reimbursed out of the Trust Fund for all reasonable expenses properly and actually incurred by the Trustee in the administration of the Trust Fund. The Board of Trustees may establish a policy and procedures for the reimbursement of expenses.

4.11 Benefits to Trustees Not Prohibited

Nothing in this Trust Agreement shall prohibit a Trustee from receiving any benefits under the terms of a pension plan funded from Trust assets.

SECTION 5. TRUSTEE RESPONSIBILITIES

5.1 General Duties

It shall be the general duty of the Trustees to receive the City's funds transfers into the Trust Fund and to oversee the investment of those funds and the payment of administrative expenses of operating the Trust Fund.

5.2 Compliance with Internal Revenue Code

The Trustees shall administer the Trust Fund such that, to the extent allowed in the Internal Revenue Code, the Trust Fund income is tax exempt.

5.3 Application of Trust Fund Assets

The assets of the Trust Fund shall be held in the Trust Fund separate and apart from assets of the City for the exclusive purposes of providing contributions to, and funding for obligations to, the pension plan that provides benefits to City employees and/or retirees, fulfilling the purposes indicated Section 1 hereof, and paying the reasonable expenses of administering the Trust Fund. The Trust assets shall not be used for or diverted to any other purpose, including but not limited to, debt service and bond pay off, except that pay off of a pension obligation bond is permitted. On dissolution of the Trust, before the remaining assets may be refunded to the City or another entity that is tax exempt under Code Section 115, the Trust assets must be spent on current contributions or other funding obligations to the pension plan in which the City participates for its employees and/or retirees.

5.4 Fiduciary Standards

The Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the City and the City employees and retirees, and for the exclusive purpose of (a) meeting the contribution and funding obligations to the pension plan(s) in which the City currently participates for pension benefits for its employees and/or retirees; and (b) defraying reasonable

expenses of administration of the Trust. In carrying out their duties under this Trust Agreement, the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

5.5 Deposits

The funding from the City, or any other monies which the Trustees may receive, shall be deposited in one or more banks or similar financial institutions supervised by the United States or a state, pending the investment of such monies or the payment of administrative expenses of the Trust Fund.

5.6 Investments

The Trustees shall invest all Trust assets that are not required for the imminent payment of pension contributions or administrative expenses. The Trustees may invest and reinvest in bank accounts, savings and loan accounts, and securities, as they deem prudent, provided that in the making of investments the Trustees shall diversify such investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Board of Trustees shall adopt an Investment Policy establishing guidelines for the investment of Trust assets.

5.7 Title to Investments and Other Assets

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund with Trustee signatories on the account. The Trustees shall maintain ownership of all investments and other assets of the Trust Fund within the jurisdiction of the District Courts of the United States.

5.8 Fidelity Bond

The Trustees shall procure, either through the City or from Trust Fund assets, crime insurance in the amount of not less than \$500,000, covering each Trustee or other person who receives, handles, disburses, or otherwise exercises custody or control of any of the funds or other property of the Trust Fund. If a third-party service provider receives, handles, disburses, or otherwise exercises custody or control over any of the funds or other property of the Trust Fund, the Trustees shall require the third-party service provider to maintain a fidelity bond or crime insurance in a reasonable amount for the circumstances. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such bond covers persons other than the Trustees or the employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

5.9 Insurance

The Trustees shall procure, either through the City or from Trust Fund assets, fiduciary insurance in an amount appropriate under the circumstances and shall have the authority to

purchase other policies of insurance (liability, property damage, casualty, cybersecurity, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided that, if such insurance policies cover persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons. Any policy of fiduciary or errors and omissions insurance which covers the Trustees individually shall contain a recourse clause, provided that nothing herein shall prevent a Trustee (or the City acting on behalf of the Trustee) from purchasing for the Trustee a waiver of the recourse clause or a separate policy insuring against such recourse.

5.10 Records

The Trustees shall maintain records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon specific direction from the Trustees and destruction shall not be directed until a period of five years from the date the record was created.

5.11 Annual Audit

The Trustees shall engage an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund. The cost of such examination shall be chargeable to the Trust Fund. A report of the results of each such examination shall be submitted to the Board of Trustees for their review and provided to the City Finance Director after the report is final.

SECTION 6. DELEGATION OF TRUSTEE RESPONSIBILITIES

6.1 Delegation of Responsibilities to Committees

The Trustees may allocate to one or more committees of Trustees, or to a single Trustee, all or part of the following responsibilities, with full power to act on behalf of the Board of Trustees: (a) the responsibility for overseeing and/or reviewing the performance of the qualified investment manager in managing the Trust fund investments; (b) the responsibility for resolving questions or problems that may be encountered in connection with auditing activities; (c) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of administering the Trust Fund; and (d) the responsibility for reviewing the performance of any other professional persons retained by the Trustees.

In the event the Trustees elect to delegate the responsibilities enumerated above, they shall do so by the adoption of a motion, which shall specify the particular responsibility that is being delegated and whether the committee or Trustee shall report back to the full Board of Trustees or have all the powers of the full Board of Trustees to make a decision.

Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust Fund, provided that any such committee shall be empowered only to make recommendations with respect to the matters referred to it.

6.2 Delegation of Investment Responsibilities

The Trustees shall delegate their responsibilities for the management of the Trust Fund investments to one or more qualified investment managers, who shall be registered as an investment adviser under the Investment Advisers Act of 1940 and who shall contractually accept fiduciary responsibility and discretion for investment management of the Trust Fund investments. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

6.3 Delegation of Other Responsibilities

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund to any other person whom they may designate for such purpose. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person shall also acknowledge in writing their status as a fiduciary with respect to the Trust Fund.

6.4 Oversight of Performance

In the event the Trustees elect to delegate Trustee responsibilities, they shall periodically review the performance of the persons to whom such responsibilities have been delegated.

SECTION 7. TRUSTEE POWERS

7.1 General Powers

Except as may be expressly limited by the terms of this Trust Agreement, Trustees shall have full and exclusive authority to control and administer the Trust Fund. The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or policies.

7.2 Specific Powers Discretionary

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

7.3 Banking Services

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more banks or similar financial institutions supervised by the United States or a state, to perform depository or custodial services, or to serve as corporate trustee or co-trustee, on behalf of the Trust Fund. The Trustees shall periodically review the performance of the banks which they have retained to perform banking services.

7.4 Professional and Non-Professional Help

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, investment managers, and other professional or non-professional help, as they may deem necessary in the administration of the Trust Fund. Unless limited by applicable law, the retention of any such professional or non-professional help may be on a contract or salaried basis.

7.5 Transfer of Funds for Pension Contributions – No Diversion of Assets

The Trustees shall have the authority to transfer funds for pension contributions to the City to reimburse contribution payments made or to pay funds directly to the pension plan(s) in which City employees and/or retirees participate. The Trustees shall have the authority to adopt policies for such payments and restrict the use of the funds transferred to the City for pension benefits. The Trust assets shall not be used for or diverted to any other purpose and may not be used to satisfy any creditors of the City. By signature on this Trust Agreement, the City agrees to use these funds transfers only for the purposes designated by the Trustees and this Trust Agreement.

7.6 Prosecution of Legal Actions or Claims

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund. All such actions and claims shall be prosecuted in the name of the Trust Fund or in the name of an assignee.

7.7 Defense of Legal Actions or Claims

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative agents, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund. Except as stated below, the defense of such actions, claims, and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of specified Trustees, administrative agents, or employees (if any), and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If

attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for the pro-rata share of such fees and costs.

7.8 Compromise of Legal Actions or Claims

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

7.9 Participation in Non-Profit Educational Opportunities

The Trustees shall have the authority to participate in non-profit foundations, corporations, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

7.10 Mergers

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund, and of the City and City employees and/or retirees, to accept the merger into the Trust Fund of another trust fund with similar purpose, or to merge the Trust Fund into another trust fund that is tax exempt under Code Section 115.

The Trustees shall have the authority to negotiate the terms of the merger. After receiving written approval from the City Attorney, the Trustees shall have authority to enter into an appropriate merger agreement. If the Trust Fund is merging into another trust fund, then upon confirmation that the other trust fund is tax exempt under Code Section 115, the Trustees shall have authority to transfer the remaining monies, assets, and liabilities to the other trust fund, and to terminate the Trust Fund subject to Section 10 hereof.

7.11 Interpretation and Application of Documents

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of their own motions, resolutions, and policies, or of any contracts, instruments, or writings that they may have adopted or entered into.

SECTION 8. LIMITATIONS

8.1 Liabilities and Debts of Trust Fund

The City and the Trustees shall not be responsible for the liabilities or debts of the Trust Fund.

8.2 No Fiduciary Liability for City

The City shall not be a fiduciary of the Trust and shall have no responsibility or liability for actions of the Board of Trustees, the Trust investments or the income tax treatment of Trust investment earnings.

8.3 Personal Liabilities of Trustees

No Trustee shall incur any personal liability in connection with the administration of the Trust Fund, except for such liability that may be established in accordance with applicable laws. Except as may be required by applicable law, no Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund where it is established (a) that the responsibilities at issue were lawfully delegated to other Trustees or fiduciaries, or (b) that in carrying out the responsibilities at issue the Trustee reasonably relied upon the advice given by one or more of the advisers retained by the Trustees. No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before the acceptance of the Trustee position or after cessation the Trustee's term, except as required by applicable law.

8.4 Judgments against Trust Fund

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability against the Trustee or other person, in their individual capacity, is established in accordance with applicable law.

8.5 City's Rights Limited – Irrevocable Trust

Except as specifically provided for in this Trust Agreement, the City shall have no right, title, or interest in or to the Trust Fund or Trust Fund assets, and this Trust shall be irrevocable. The Trust is not subject to attachment or garnishment or other legal process by any creditor of the City, nor will the City have any right to alienate, pledge, encumber or assign any Trust assets.

8.6 Agents of Trust Fund

The Trust Fund is an entity separate and apart from the City. Accordingly, unless authorized in a motion of the Board of Trustees, the City shall have no authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a motion of the Board of Trustees or this Trust Agreement, no individual Trustee shall have authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

SECTION 9. MISCELLANEOUS

9.1 Trust Fund Offices

The Trust Fund shall maintain a principal office and sub-offices, where necessary, in such locations as the Trustees may determine.

9.2 Applicable Laws and Regulations

This Trust Agreement shall be interpreted, and the Trust Fund shall be administered, in accordance with the Internal Revenue Code, and the regulations pertinent thereto, and other applicable statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended. References herein to particular sections of statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

9.3 Service in More than One Fiduciary Capacity

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

9.4 Notices

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended or sent to such person at his residence or business address by first class mail or by a professional letter or package delivery service.

9.5 Severability

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended or sent to such person at his residence or business address by first class mail or by a professional letter or package delivery service.

9.6 Titles and Words

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in a particular gender they are construed as though they refer to all genders, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

SECTION 10. AMENDMENTS AND TERMINATION

10.1 Amendments

This Trust Agreement may be amended in writing at any time by action of the City Council upon written recommendation from the Board of Trustees. The City shall deliver a copy of any amendment, bearing any necessary signatures, to the Board of Trustees for acknowledgement within 5 days of the signing of such Amendment.

10.2 Termination

This Trust Agreement may be terminated at any time by action of the City Council upon written recommendation from the Board of Trustees. If the City takes action to terminate the Trust, the City must notify the Board of Trustees in writing within five days of taking such action.

As part of the termination process, the Trustees or the City may arrange for retention of an independent Trustee to administer the wasting trust and pay obligations for pension benefit contributions on behalf of the City employees and/or retirees, until such time as there are no obligations remaining. When all pension obligations of the City are paid, the remaining assets of the Trust Fund may revert to the City or may be paid into another trust fund which is tax exempt under Code Section 115.

10.3 Allocation upon Dissolution of Trust

Upon the termination of this Trust Agreement, the Trustees shall wind up the affairs of the Trust Fund. Any and all monies remaining in the Trust Fund after the payment of administrative expenses of the Trust Fund and pension benefit obligations of the City shall revert to the City or may be paid into another trust fund which is tax exempt under Code Section 115. In no case will the assets of the Trust be distributed, upon dissolution of the Trust, to an entity that is not a state, a political subdivision of a state, or an entity the income of which is excluded from gross income under Code Section 115.

EXECUTION

This Trust Agreement has been approved and executed by an authorized representative of the City of Corona on this _____ day of _____ 2022, effective January 19, 2022, and acknowledged by the Board of Trustees of the Trust.

For the CITY OF CORONA,

Acknowledged by BOARD OF TRUSTEES,
CITY OF CORONA PENSION
STABLIZATION TRUST

Signature

Trustee

Printed Name

Trustee

Title

Trustee

Trustee

Trustee

TRUST AGREEMENT

GOVERNING

CITY OF CORONA

PENSION STABILIZATION TRUST

Effective January 19, 2022

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CITY OF CORONA PENSION STABILIZATION TRUST

PREAMBLE

WHEREAS, the City of Corona (the "City") intends to create a pension stabilization trust fund to hold funds set aside by the City for future pension contributions to CalPERS in order to stabilize the expected pension funding from the City and fund some of the unfunded liability for CalPERS pension benefits;

WHEREAS, the City seeks to grant administration of the trust fund to a Board of Trustees, as set forth in this Trust Agreement;

NOW THEREFORE, the City does hereby adopt this Trust Agreement, effective January 19, 2022.

SECTION 1. DECLARATION OF TRUST

1.1 Name

The City hereby declares the establishment of a Trust Fund, named:

City of Corona Pension Stabilization Trust

The Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in such name.

1.2 Purpose

The exclusive purpose of the Trust Fund is to provide an entity to which funds from the City can be deposited, and through which the Trustees can invest and manage assets for the exclusive purpose of funding contributions to the pension plan providing pension benefits for City employees and retirees.

1.3 Duration of Trust Fund

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the term of this Trust Agreement.

1.4 Term of Trust Agreement

This Trust Agreement shall be effective as of January 19, 2022, and shall continue indefinitely until such time as it is terminated in accordance with the provisions of Section 10 hereof.

SECTION 2. DEFINITIONS

These terms shall have the following meanings when used in this Trust Agreement:

2.1 “City” means the City of Corona, California.

2.2 “Code” means the Internal Revenue Code of 1986, as amended.

2.3 “Trustees” or “Board of Trustees” means the governing board of the Trust Fund and their successors.

2.4 “Trust” or “Trust Fund” means the entity created by this Trust Agreement and all property and funds held by such entity, including all contract rights and records.

SECTION 3. BOARD OF TRUSTEES

3.1 Board of Trustees

The Board of Trustees, selected as provided below, shall administer the Trust Fund pursuant to the rules established herein.

3.2 Capacity of Trustees

The Trustees shall be considered fiduciaries of the Trust Fund.

3.3 Agents for Service of Process

The Clerk’s Office of the City of Corona shall be considered an agent of the Trust Fund for the purpose of accepting service of legal process, provided that the Trustees may designate in writing a different City employee, a Trustee, or a contract service provider, as exclusive agent of the Trust Fund for this purpose.

3.4 Number and Selection of Trustees

There shall be 5 Trustees. The Trustees shall be the City Treasurer, City Manager, Assistant City Manager, Finance Director and Accounting Manager, or their designees, who must meet the requirements of this Section to serve. The Trustees serving as of the effective date of this Trust Agreement are: City Treasurer Chad Willardson; City Manager Jacob Ellis; Assistant City Manager Roger Bradley; Finance Director Kim Sitton; and Accounting Manager Christine Thompson.

In the event of termination of a Trustee term through resignation, death, or separation from City employment, the City Manager shall appoint a successor Trustee to serve in the Trustee position until a new individual becomes qualified for the Trustee position pursuant to the selection requirements above.

The City may remove an individual from a Trustee position by action of the City Council. Removal of an individual from a Trustee position shall not affect the individual's City employment.

3.5 Employment/Elected Official Requirement

Each person appointed as a Trustee shall be currently employed by the City or an elected official of the City.

3.6 Term of Position

Trustee terms shall continue until the person is no longer qualified for the position under Section 4 or 5 above or until resignation pursuant to Section 11 below.

3.7 Individuals Disqualified from Serving as Trustees

No individual who has been convicted of a felony prior to or during their term shall serve as a Trustee. No individual who has been accused, found guilty or held liable for breach of trust may serve as a Trustee. The term of a Trustee who is convicted of a felony, or accused, found guilty or held liable for a breach of trust shall be automatically terminated.

3.8 Trustee Acceptance of Position

Each Trustee shall sign a document accepting the Trustee position and agreeing to abide by the terms and provisions of this Trust Agreement. Acceptance will also be deemed to occur by attendance at two Trustee meetings.

3.9 Termination For Failure To Attend Meetings

The term of a Trustee shall be automatically terminated if a Trustee fails to attend two (2) consecutive meetings of the Board of Trustees, without being excused from attendance by the remaining Trustees, as noted in the meeting minutes.

3.10 Termination For Mental Incapacity

The term of a Trustee declared mentally incompetent by court decree shall be automatically terminated.

3.11 Resignation

A Trustee may resign from the Trustee position at any time subject to applicable law. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Chairperson of the Board of Trustees or as noted in the meeting minutes when the resignation is given orally at a Board of Trustees meeting. A Chairperson of the Board of Trustees may resign from the Trustee position by written notice of resignation addressed to one of the other

Trustees or as noted in the meeting minutes when the resignation is given orally at a Board of Trustees meeting. Written resignations of Trustees shall be recorded in the meeting minutes of the next Board of Trustees meeting following receipt of the written resignation.

3.12 Vacancies.

No vacancy in a Trustee position shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Section 4 hereof.

3.13 Return of Books and Records

In the event of the termination of term, resignation, or death of a Trustee, the Trustee (or his legal guardian, heirs, or personal representative) shall, upon the request of the Chairperson or the Secretary of the Trustees, forthwith turn over to the Chairperson or Secretary any and all records, books, documents, and other property in the possession of the Trustee, or under his or her control, that belong to the Trust Fund or that were received by him or her in capacity as a Trustee. Former Trustees shall cooperate with the Board of Trustees to turn over signatory authority on Trust Fund accounts, as needed.

SECTION 4. TRUST FUND ADMINISTRATION

4.1 Manner of Voting

Any action to be taken by the Board of Trustees shall be approved by majority vote (greater than 50%) of the number of Trustees present at the meeting.

4.2 Quorum

To constitute a valid meeting of the Board of Trustees, a quorum must be present. A quorum exists if there are present at a meeting a simple majority of the number of Trustee positions, pursuant to Section 3.4 hereof, even if all positions are not filled.

4.3 Motions

Any Trustee including the Chairperson or Secretary may offer or second any motion or resolution presented for the Trustees' consideration.

4.4 Prohibition of Proxies

To encourage full attendance at meetings of the Board of Trustees and due consideration of the matters being voted upon, there shall be no proxies. A Trustee must be present, in person or via teleconference or videoconference, in order to cast a vote.

4.5 Regular Meetings

The Trustees shall hold regular periodic meetings consistent with the needs of Trust Fund business, provided that there shall be at least two regular meetings held during each calendar year. The Trustees shall determine the time and place of all such meetings, and comply with all applicable provisions for open meetings pursuant to the Ralph M. Brown Act, Cal. Govt. Code Section 54950 et seq.

4.6 Special Meetings

The Chairperson or any two Trustees may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time and place of such meeting with sufficient time before the date set for the meeting to allow notice and agenda posting that is compliant with the Ralph M. Brown Act, Cal. Govt. Code Section 54950 et seq.

4.7 Election of Chairperson and Secretary

The Trustees shall elect one of their number as Chairperson and one as Secretary. The Chairperson and the Secretary shall each hold office indefinitely, provided that when a particular Chairperson or Secretary have held office for two years, or at any time thereafter, any Trustee may obtain, on request, a rotation of offices, or a new election, or both. A Chairperson or Secretary may resign their office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees or communicated orally at a meeting of the Board of Trustees and noted in the minutes.

4.8 Duties of Chairperson and Secretary

The Chairperson shall chair the meetings of the Board of Trustees, shall have the power to appoint committees, and shall carry out such other duties as the Trustees may assign.

The Secretary, in the absence of the Chairperson, shall act in the place of the Chairperson and perform the Chairperson's duties. The Secretary shall also advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to other of the professional or non-professional help retained by the Trustees.

4.9 Authorized Signatures

The Chairperson and the Secretary or any two authorized Trustees shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority for signing negotiable instruments may be delegated to an administrative agent, corporate trustee (if any), depository bank, or custodian bank. All persons doing business with the Trust Fund may rely on such signatures.

4.10 Compensation and Expenses

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed under applicable law, and as may be authorized by the Board of Trustees. Each Trustee shall be reimbursed out of the Trust Fund for all reasonable expenses properly and actually incurred by the Trustee in the administration of the Trust Fund. The Board of Trustees may establish a policy and procedures for the reimbursement of expenses.

4.11 Benefits to Trustees Not Prohibited

Nothing in this Trust Agreement shall prohibit a Trustee from receiving any benefits under the terms of a pension plan funded from Trust assets.

SECTION 5. TRUSTEE RESPONSIBILITIES

5.1 General Duties

It shall be the general duty of the Trustees to receive the City's funds transfers into the Trust Fund and to oversee the investment of those funds and the payment of administrative expenses of operating the Trust Fund.

5.2 Compliance with Internal Revenue Code

The Trustees shall administer the Trust Fund such that, to the extent allowed in the Internal Revenue Code, the Trust Fund income is tax exempt.

5.3 Application of Trust Fund Assets

The assets of the Trust Fund shall be held in the Trust Fund separate and apart from assets of the City for the exclusive purposes of providing contributions to, and funding for obligations to, the pension plan that provides benefits to City employees and/or retirees, fulfilling the purposes indicated Section 1 hereof, and paying the reasonable expenses of administering the Trust Fund. The Trust assets shall not be used for or diverted to any other purpose, including but not limited to, debt service and bond pay off, except that pay off of a pension obligation bond is permitted. On dissolution of the Trust, before the remaining assets may be refunded to the City or another entity that is tax exempt under Code Section 115, the Trust assets must be spent on current contributions or other funding obligations to the pension plan in which the City participates for its employees and/or retirees.

5.4 Fiduciary Standards

The Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the City and the City employees and retirees, and for the exclusive purpose of (a) meeting the contribution and funding obligations to the pension plan(s) in which the City currently participates for pension benefits for its employees and/or retirees; and (b) defraying reasonable

expenses of administration of the Trust. In carrying out their duties under this Trust Agreement, the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

5.5 Deposits

The funding from the City, or any other monies which the Trustees may receive, shall be deposited in one or more banks or similar financial institutions supervised by the United States or a state, pending the investment of such monies or the payment of administrative expenses of the Trust Fund.

5.6 Investments

The Trustees shall invest all Trust assets that are not required for the imminent payment of pension contributions or administrative expenses. The Trustees may invest and reinvest in bank accounts, savings and loan accounts, and securities, as they deem prudent, provided that in the making of investments the Trustees shall diversify such investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Board of Trustees shall adopt an Investment Policy establishing guidelines for the investment of Trust assets.

5.7 Title to Investments and Other Assets

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund with Trustee signatories on the account. The Trustees shall maintain ownership of all investments and other assets of the Trust Fund within the jurisdiction of the District Courts of the United States.

5.8 Fidelity Bond

The Trustees shall procure, either through the City or from Trust Fund assets, crime insurance in the amount of not less than \$500,000, covering each Trustee or other person who receives, handles, disburses, or otherwise exercises custody or control of any of the funds or other property of the Trust Fund. If a third-party service provider receives, handles, disburses, or otherwise exercises custody or control over any of the funds or other property of the Trust Fund, the Trustees shall require the third-party service provider to maintain a fidelity bond or crime insurance in a reasonable amount for the circumstances. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such bond covers persons other than the Trustees or the employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

5.9 Insurance

The Trustees shall procure, either through the City or from Trust Fund assets, fiduciary insurance in an amount appropriate under the circumstances and shall have the authority to

purchase other policies of insurance (liability, property damage, casualty, cybersecurity, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided that, if such insurance policies cover persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons. Any policy of fiduciary or errors and omissions insurance which covers the Trustees individually shall contain a recourse clause, provided that nothing herein shall prevent a Trustee (or the City acting on behalf of the Trustee) from purchasing for the Trustee a waiver of the recourse clause or a separate policy insuring against such recourse.

5.10 Records

The Trustees shall maintain records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon specific direction from the Trustees and destruction shall not be directed until a period of five years from the date the record was created.

5.11 Annual Audit

The Trustees shall engage an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund. The cost of such examination shall be chargeable to the Trust Fund. A report of the results of each such examination shall be submitted to the Board of Trustees for their review and provided to the City Finance Director after the report is final.

SECTION 6. DELEGATION OF TRUSTEE RESPONSIBILITIES

6.1 Delegation of Responsibilities to Committees

The Trustees may allocate to one or more committees of Trustees, or to a single Trustee, all or part of the following responsibilities, with full power to act on behalf of the Board of Trustees: (a) the responsibility for overseeing and/or reviewing the performance of the qualified investment manager in managing the Trust fund investments; (b) the responsibility for resolving questions or problems that may be encountered in connection with auditing activities; (c) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of administering the Trust Fund; and (d) the responsibility for reviewing the performance of any other professional persons retained by the Trustees.

In the event the Trustees elect to delegate the responsibilities enumerated above, they shall do so by the adoption of a motion, which shall specify the particular responsibility that is being delegated and whether the committee or Trustee shall report back to the full Board of Trustees or have all the powers of the full Board of Trustees to make a decision.

Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust Fund, provided that any such committee shall be empowered only to make recommendations with respect to the matters referred to it.

6.2 Delegation of Investment Responsibilities

The Trustees shall delegate their responsibilities for the management of the Trust Fund investments to one or more qualified investment managers, who shall be registered as an investment adviser under the Investment Advisers Act of 1940 and who shall contractually accept fiduciary responsibility and discretion for investment management of the Trust Fund investments. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

6.3 Delegation of Other Responsibilities

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund to any other person whom they may designate for such purpose. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person shall also acknowledge in writing their status as a fiduciary with respect to the Trust Fund.

6.4 Oversight of Performance

In the event the Trustees elect to delegate Trustee responsibilities, they shall periodically review the performance of the persons to whom such responsibilities have been delegated.

SECTION 7. TRUSTEE POWERS

7.1 General Powers

Except as may be expressly limited by the terms of this Trust Agreement, Trustees shall have full and exclusive authority to control and administer the Trust Fund. The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or policies.

7.2 Specific Powers Discretionary

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

7.3 Banking Services

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more banks or similar financial institutions supervised by the United States or a state, to perform depository or custodial services, or to serve as corporate trustee or co-trustee, on behalf of the Trust Fund. The Trustees shall periodically review the performance of the banks which they have retained to perform banking services.

7.4 Professional and Non-Professional Help

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, investment managers, and other professional or non-professional help, as they may deem necessary in the administration of the Trust Fund. Unless limited by applicable law, the retention of any such professional or non-professional help may be on a contract or salaried basis.

7.5 Transfer of Funds for Pension Contributions – No Diversion of Assets

The Trustees shall have the authority to transfer funds for pension contributions to the City to reimburse contribution payments made or to pay funds directly to the pension plan(s) in which City employees and/or retirees participate. The Trustees shall have the authority to adopt policies for such payments and restrict the use of the funds transferred to the City for pension benefits. The Trust assets shall not be used for or diverted to any other purpose and may not be used to satisfy any creditors of the City. By signature on this Trust Agreement, the City agrees to use these funds transfers only for the purposes designated by the Trustees and this Trust Agreement.

7.6 Prosecution of Legal Actions or Claims

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund. All such actions and claims shall be prosecuted in the name of the Trust Fund or in the name of an assignee.

7.7 Defense of Legal Actions or Claims

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative agents, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund. Except as stated below, the defense of such actions, claims, and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of specified Trustees, administrative agents, or employees (if any), and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If

attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for the pro-rata share of such fees and costs.

7.8 Compromise of Legal Actions or Claims

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

7.9 Participation in Non-Profit Educational Opportunities

The Trustees shall have the authority to participate in non-profit foundations, corporations, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

7.10 Mergers

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund, and of the City and City employees and/or retirees, to accept the merger into the Trust Fund of another trust fund with similar purpose, or to merge the Trust Fund into another trust fund that is tax exempt under Code Section 115.

The Trustees shall have the authority to negotiate the terms of the merger. After receiving written approval from the City Attorney, the Trustees shall have authority to enter into an appropriate merger agreement. If the Trust Fund is merging into another trust fund, then upon confirmation that the other trust fund is tax exempt under Code Section 115, the Trustees shall have authority to transfer the remaining monies, assets, and liabilities to the other trust fund, and to terminate the Trust Fund subject to Section 10 hereof.

7.11 Interpretation and Application of Documents

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of their own motions, resolutions, and policies, or of any contracts, instruments, or writings that they may have adopted or entered into.

SECTION 8. LIMITATIONS

8.1 Liabilities and Debts of Trust Fund

The City and the Trustees shall not be responsible for the liabilities or debts of the Trust Fund.

8.2 No Fiduciary Liability for City

The City shall not be a fiduciary of the Trust and shall have no responsibility or liability for actions of the Board of Trustees, the Trust investments or the income tax treatment of Trust investment earnings.

8.3 Personal Liabilities of Trustees

No Trustee shall incur any personal liability in connection with the administration of the Trust Fund, except for such liability that may be established in accordance with applicable laws. Except as may be required by applicable law, no Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund where it is established (a) that the responsibilities at issue were lawfully delegated to other Trustees or fiduciaries, or (b) that in carrying out the responsibilities at issue the Trustee reasonably relied upon the advice given by one or more of the advisers retained by the Trustees. No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before the acceptance of the Trustee position or after cessation the Trustee's term, except as required by applicable law.

8.4 Judgments against Trust Fund

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability against the Trustee or other person, in their individual capacity, is established in accordance with applicable law.

8.5 City's Rights Limited – Irrevocable Trust

Except as specifically provided for in this Trust Agreement, the City shall have no right, title, or interest in or to the Trust Fund or Trust Fund assets, and this Trust shall be irrevocable. The Trust is not subject to attachment or garnishment or other legal process by any creditor of the City, nor will the City have any right to alienate, pledge, encumber or assign any Trust assets.

8.6 Agents of Trust Fund

The Trust Fund is an entity separate and apart from the City. Accordingly, unless authorized in a motion of the Board of Trustees, the City shall have no authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a motion of the Board of Trustees or this Trust Agreement, no individual Trustee shall have authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

SECTION 9. MISCELLANEOUS

9.1 Trust Fund Offices

The Trust Fund shall maintain a principal office and sub-offices, where necessary, in such locations as the Trustees may determine.

9.2 Applicable Laws and Regulations

This Trust Agreement shall be interpreted, and the Trust Fund shall be administered, in accordance with the Internal Revenue Code, and the regulations pertinent thereto, and other applicable statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended. References herein to particular sections of statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

9.3 Service in More than One Fiduciary Capacity

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

9.4 Notices

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended or sent to such person at his residence or business address by first class mail or by a professional letter or package delivery service.

9.5 Severability

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended or sent to such person at his residence or business address by first class mail or by a professional letter or package delivery service.

9.6 Titles and Words

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in a particular gender they are construed as though they refer to all genders, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

SECTION 10. AMENDMENTS AND TERMINATION

10.1 Amendments

This Trust Agreement may be amended in writing at any time by action of the City Council upon written recommendation from the Board of Trustees. The City shall deliver a copy of any amendment, bearing any necessary signatures, to the Board of Trustees for acknowledgement within 5 days of the signing of such Amendment.

10.2 Termination

This Trust Agreement may be terminated at any time by action of the City Council upon written recommendation from the Board of Trustees. If the City takes action to terminate the Trust, the City must notify the Board of Trustees in writing within five days of taking such action.

As part of the termination process, the Trustees or the City may arrange for retention of an independent Trustee to administer the wasting trust and pay obligations for pension benefit contributions on behalf of the City employees and/or retirees, until such time as there are no obligations remaining. When all pension obligations of the City are paid, the remaining assets of the Trust Fund may revert to the City or may be paid into another trust fund which is tax exempt under Code Section 115.

10.3 Allocation upon Dissolution of Trust

Upon the termination of this Trust Agreement, the Trustees shall wind up the affairs of the Trust Fund. Any and all monies remaining in the Trust Fund after the payment of administrative expenses of the Trust Fund and pension benefit obligations of the City shall revert to the City or may be paid into another trust fund which is tax exempt under Code Section 115. In no case will the assets of the Trust be distributed, upon dissolution of the Trust, to an entity that is not a state, a political subdivision of a state, or an entity the income of which is excluded from gross income under Code Section 115.

EXECUTION

This Trust Agreement has been approved and executed by an authorized representative of the City of Corona on this _____ day of _____ 2022, effective January 19, 2022, and acknowledged by the Board of Trustees of the Trust.

For the CITY OF CORONA,

Acknowledged by BOARD OF TRUSTEES,
CITY OF CORONA PENSION
STABLIZATION TRUST

Signature

Trustee

Printed Name

Trustee

Title

Trustee

Trustee

Trustee



Administrative Policy

Title: Pension Management Policy					
Administered By: Finance Department					
Policy No.	Issue Date	Revision Date	Dept. Head Approved	City Manager Approved	Mayor Approved
01200.605	05/19/2021	N/A	DocuSigned by: <i>Kim Simon</i> AE6AA49B0BD44E7...	DocuSigned by: <i>Jacob Ellis</i> 8CB6AE0895944B4...	DocuSigned by: <i>Jacque Casillas</i> BE1A25F945DF467...

ARTICLE I - PURPOSE

Section 1.1 General Purpose

The purpose of the Pension Management Policy ("the Policy") is to provide guidelines for managing Unfunded Accrued Liabilities ("UAL") that may be assessed to the City by CalPERS on an annual basis or for any unfunded accrued liabilities remaining after the issuance of Pension Obligation Bonds (POBs). This Policy should support the City Council's decision-making process and be consistent with the City of Corona's pension plan's purpose and goals. The City recognizes that a fiscally prudent policy should:

- Ensure that pension funding decisions protect both current and future taxpayers
- Strengthen the City's long and short-term financial position
- Ensure the City has the flexibility to respond to future service demands, revenue levels, and operating expenditures
- Safeguard the City's creditworthiness
- Ensure that debt management practices are consistent with the City's strategic planning goals, objectives, capital improvement program, and budget

Section 1.2 Superseded Policies

This policy supersedes and replaces the following policies, which are hereby eliminated in their entirety and are of no further force and effect:

None

Administrative Policy 01200.605
Pension Management Policy
Administered by Finance Department
Page 2 of 6

ARTICLE II - DEFINITIONS AND SCOPE

Section 2.1 Definitions

For purposes of this policy, the following definitions shall apply:

- A. ADP. The term “ADP” means additional discretionary payments that may be deposited with CalPERS to be applied towards the City’s UAL.
- B. CalPERS. The term “CalPERS” refers to the California Public Employees’ Retirement System.
- C. Defined Benefit Pension Plan. The term “defined benefit pension plan” means a retirement plan where benefits are based on a formula, rather than contributions and earnings to a savings plan. Retirement benefits are calculated based on a member’s years of service credit, age at retirement, and final compensation (average salary during a defined period of employment).
- D. Pension Obligation Bonds. The term “pension obligation bonds” means taxable bonds that state and local governments have issued as a part of an overall strategy to fund the unfunded portion of their pension liabilities, or UAL.
- E. POB. The term “POB” means pension obligation bonds.
- F. Section 115 Trust. The term “Section 115 Trust” refers to an Internal Revenue Code Section 115 trust, established by a governing body to segregate funds for specific purpose, such as pensions.
- G. UAL. The term “UAL” means Unfunded Accrued Liability assessed by the CalPERS annual actuarial valuation report for the City’s defined benefit pension plans.

Section 2.2 General Scope

Unless otherwise stipulated herein, this policy applies to all City employees. All such employees shall comply with the provisions outlined in this policy. It is the responsibility of all supervision to ensure that the provisions outlined in this policy are enforced for those City employees under their authority.

Administrative Policy 01200.605
Pension Management Policy
Administered by Finance Department
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Section 2.3 Exemptions from Scope

None

ARTICLE III – BACKGROUND

The purpose of a defined benefit pension plan is to accumulate sufficient assets to deliver promised benefits when they come due and to protect pension benefits in situations that involve employer insolvency or bankruptcy. Establishing strong funding guidelines promotes pension benefit security. The City's overall objective is to fund the CalPERS pension plan at or near 100% of the total accrued liability and no less than 80%, whenever possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This Policy intends to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and demonstrate a commitment to long-term financial planning. Adherence to this Policy signals to rating agencies and the capital markets that the City is well managed and able to meet its obligations in a timely manner.

This Policy establishes a highly responsible, fiscally conservative framework to guide the funding of the City's defined benefit pension plans and takes into account the following factors:

- The financial position of the City
- Stability of the plan
- Affordability of the annual contributions
- Benefit security
- The terms of the CalPERS contract for Corona, along with any related collective bargaining agreements
- Minimum funding requirements under State law

The advantages of a funding policy to address unfunded accrued liabilities include:

- Provides a framework to ensure disciplined decision-making and proper management of future liabilities
- Minimizes the effects of annual changes on operations and service levels
- Ensures predictable funding levels
- Improves the transparency of funding decisions and increases the understanding of pension funding issues

- Improves the identification, understanding, and management of the risk factors that affect the variability of funding requirements and the security of benefits to the employees and retirees

ARTICLE IV – NEW UNFUNDED ACCRUED LIABILITIES (UAL)

Any new increase in the City's pension liability resulting from the CalPERS annual actuarial valuation will be identified as a separate line item in the annual City budget. It is the stated goal of the City to pay off any newly assessed liabilities in the year. Subject to available funds, the City will endeavor to pay off these new liabilities consistent with the following parameters:

New Unfunded Accrued Liability (Incurred after June 30, 2021)	Payoff Schedule
\$0 to \$5,000,000	1 to 2 years
\$5,000,001 to \$10,000,000	1 to 4 years
\$10,000,001 to \$15,000,000	1 to 6 years
Over \$15,000,001	1 to 8 years

Each year, when the City receives the annual valuation report from CalPERS, staff will present to the City Council, as part of the Mid-Year budget update, the following:

- The dollar amount of the new liability (new amortization base)
- The number of years that staff is recommending to pay-off the new liability
- The dollar amount of the annual contribution to be made
- The funding source(s) of the payments
- The short-term and long-term financial impacts on the City's General Fund reserves

When a new amortization base results in a credit balance, the credit will be applied, first, to any negative bases during the same period and, secondly, against any prior year bases until the credit is fully exhausted. The remaining outstanding liability will then be recalculated. A new payoff schedule and annual contribution will be determined based on the payoff schedule above. New amortization repayment schedules will be kept within eight (8) years to help maximize long-term savings.

ARTICLE V – PREPAYMENT OF ANNUAL CALPERS CONTRIBUTION

The City will continue to take advantage of prepayment discounts by prepaying its annual CalPERS contribution at the beginning of each fiscal year.

ARTICLE VI – FUNDING LEVELS

The City's target funding level will be at or near 100% of the accrued liability. The City will strive to achieve this funding level through debt refinancing, allocating reserves, and/or cost containment measures. The total funding amount will be a combination of the amount on deposit with CalPERS, the funds deposited in the City's Section 115 trust, and any funds reserved by the City that are designated for pension liabilities.

ARTICLE VII – FUNDING OPTIONS

Funding options for the remaining unfunded liability and/or any new unfunded accrued liabilities may include using a Section 115 Trust and/or allocating reserves from any allowable fund within the City.

Section 115 Trust

A Section 115 Trust will be established in 2021. Funds transferred to the trust will only be used for pension-related costs. The trust assets can be accessed to pay CalPERS at any time to reduce volatility and offset unexpected pension rate increases. The trust will have funds deposited into it at the City Council's discretion, based on recommendations made by City staff during the annual budget adoption process. For the calculation of funding levels, monies put in this trust will be treated the same as putting funds on deposit with CalPERS.

Each year, upon completion of the fiscal year-end audit, staff will provide a recommendation to City Council for the percentage of annual surplus that should be placed in the Section 115 Trust. In determining the recommended amount to contribute, staff will target paying off the Pension Obligation Bonds at year 10.

Additional Discretionary Payments

Additional Discretionary Payments ("ADP") may be deposited with CalPERS at any time. After completion of the annual audit, all discretionary fund reserve balances will be reviewed by City staff. Based on any budgetary constraints at that time, a determination may be made that it is in the City's best interest to use any available reserves or one-time savings from the prior fiscal year to make ADP's. ADPs should not adversely affect the general operations of the City. ADPs could be deposited with CalPERS or invested in the City's Section 115 trust.

Administrative Policy 01200.605
Pension Management Policy
Administered by Finance Department
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ARTICLE VIII – CONSIDERATION OF FUTURE PENSION BENEFITS

The issuance of POBs may result in the funding of the City's pension plan with CalPERS up to, and even in excess of, 100% of the plan assets necessary to pay all pension liabilities.

Even though this situation may occur, the City is still obligated to make annual debt service payments on the bond. These payments are in lieu of annual UAL payments that the City would have made to CalPERS.

While the City is making any annual debt service payments on an issued POB, the City will not offer any enhanced pension benefits to City employees. This will allow the City to focus its financial resources on the current pension obligations due to the bondholders and/or CalPERS.

PRIOR VERSIONS

ISSUED: 05/19/2021

REVISED:



Staff Report

File #: 22-0081

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Human Resources Department

SUBJECT:
Personnel Report providing employee updates and details on various recruitment transactions.

EXECUTIVE SUMMARY:

This Personnel Report includes personnel activity since the previous meeting, which is included in the New Open/Competitive Recruitments, New Internal/Promotional Recruitments, and New Employee Full-Time Appointment sections. The Report also includes employee updates and information on recruitments from Human Resources that are currently active but have been previously shown in prior updates. It also lists employee promotions and staff that are retiring from service with the City.

RECOMMENDED ACTION:

That the City Council receive and file the Personnel Report.

BACKGROUND & HISTORY:

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.

ANALYSIS:

This Personnel Report includes employee updates and recruitments. These transaction types are reported to Council each meeting for informational purposes to enhance transparency. The report includes updated activity 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>
Edmonds, Blake	Planning & Development	Building Inspector II	\$4,255 - \$5,194	December 6, 2021
MacLean, David	Planning & Development	Building Inspector II	\$4,255 - \$5,194	December 27, 2021
Tucker, Justin	City Manager's Office	Assistant to the City Manager	\$8,260 - \$10,083	December 13, 2021

Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Cisneros, Andrea	Public Works	Administrative Assistant	\$3,485 - \$4,255	December 4, 2021
Cuevas, Perla	Police Department	Police Records Tech II Flex	\$3,016 - \$3,682	December 18, 2021
Foust, Jacob	Utilities Department	Lead Water Operator	\$6,309 - \$7,703	December 18, 2021
Jaramillo, Lorenzo	Utilities Department	Water Reclamation Operator II Flex	\$4,991 - \$6,093	December 18, 2021
Luna, Dominic	Utilities Department	Deputy Chief Operator - Water	\$7,819 - \$9,545	December 18, 2021

Retirements

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Years of Service</i>	<i>Last Day on Payroll</i>
Alvarez, John	Police Department	Police Detective	25 years	December 17, 2021
Edmisten, Brian	Fire Department	Firefighter	15 years	December 7, 2021
Edwards, Jeffrey	Police Department	Police Lieutenant	20 years	December 25, 2021
Gross, John	Fire Department	Fire Captain	32 years	December 30, 2021
Hedtke, Jeffrey	Police Department	Police Officer II	24 years	December 26, 2021

New Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Engineering Technician	Public Works	Full-Time	12/22/2021	Continuous	Accepting Applications
Human Resources Assistant	Human Resources	Full-Time	01/05/2022	01/23/2022	Accepting Applications
Police Cadet	Police Department	Part-Time	12/22/2021	01/12/2022	Accepting Applications
Safety Coordinator	Human Resources	Full-Time	01/05/2022	01/23/2022	Accepting Applications

New Internal/Promotional Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Environmental Compliance Supervisor	Public Works	Full-Time	01/01/2022	01/17/2022	Accepting Applications

Recruitments in Progress

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Accounting Supervisor	Finance	Full-Time	First Round Interview Stage
Accounting Technician I/II/III	Finance	Full-Time	First Round Interview Stage
Assistant Recreation Coordinator - Sports	Community Services	Part-Time	Department Review Stage
Budget Manager	Finance	Full-Time	First Round Interview Stage
Combination Plans Examiner	Planning and Development	Full-Time	Department Review Stage
Community Services Leader I	Community Services	Part-Time	Interview Stage
Community Services Leader II- Facilities & Other Programs	Community Services	Part-Time	Interview Stage
Community Services Leader III - Library Facilities	Community Services	Part-Time	Interview Stage
Community Services Leader II- Library/Passports	Community Services	Part-Time	Interview Stage
Crime Prevention Assistant	Police Department	Part-Time	Department Review Stage

Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Development Services Manager	Planning and Development	Full-Time	Interview Stage
Economic Development Assistant	Economic Development	Part-Time	Interview Stage
Electric Utility Analyst II	Utilities Department	Full-Time	Department Review Stage
Facilities, Parks, and Trails Manager	Community Services	Full-Time	Interview Stage
Fleet Technician I/I/III Flex	Public Works	Full-Time	Department Review Stage
Help Desk I	Information Technology	Part-Time	First Round Interview Stage
Management Analyst II	Public Works	Full-Time	Interview Stage
Plan Check Engineer	Planning and Development	Full-Time	Review Stage
Police Department General Assistant	Police Department	Part-Time	Department Review Stage
Police Officer I/II -Lateral	Police Department	Full Time	Interview Stage
Police Records Technician I/II	Police Department	Full-Time	Interview Stage
Police Trainee	Police Department	Full-Time	Interview Stage
Public Safety Dispatcher II	Police Department	Full-Time	Accepting Applications
Public Safety Technical Support Engineer	Information Technology	Full Time	Department Review Stage
Public Works Inspector II	Planning and Development	Full-Time	Accepting Applications
Purchasing Specialist I	Finance	Full-Time	First Round Interview Stage
Purchasing Specialist III	Finance	Full-Time	Accepting Application
Senior Code Enforcement Officer	Planning and Development	Full-Time	Accepting Applications
Senior Engineer	Planning & Development	Full-Time	Accepting Applications
Senior Network Architect-Provisional	Information Technology	Full-Time	Accepting Application
Senior Office Assistant - Police Department	Police Department	Full-Time	Interview Stage
Senior Park Ranger	Community Services	Part-Time	Department Review Stage

Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Senior Public Safety Dispatcher	Police Department	Full-Time	Interview Stage
Street Light Maintenance Technician	Public Works	Full-Time	Interview Stage
Water Operator I/II	Utilities Department	Full-Time	Offer Stage
Water Operator III Flex	Utilities Department	Full-Time	Accepting Applications
Water Resources Technician I	Utilities Department	Full-Time	Offer Stage

FINANCIAL IMPACT:

There is no cost impact associated with the acceptance of this report. The cost of the various personnel changes listed herein are reflected in the Adopted Fiscal Year 2020-2021 Budget for the departments listed in the report.

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 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 the acceptance of a report on various personnel transactions. There is no possibility that the acceptance of this report will have a significant effect on the environment. Therefore, no further environmental review is required.

PREPARED BY: SHELLY MATHEWS, HUMAN RESOURCES ADMINISTRATIVE ASSISTANT

REVIEWED BY: ANGELA RIVERA, CHIEF TALENT OFFICER



Staff Report

File #: 22-0045

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Office of the City Manager - Communications Division

SUBJECT:
Virtual Oral Public Comments in Public Meetings.

EXECUTIVE SUMMARY:

Due to safety protocols around COVID-19, the City of Corona implemented and successfully executed virtual public meetings beginning in March 2020. As safety protocols shifted and in person meetings resumed, the option for virtual oral public comments was discontinued once the public was able to attend meetings and provide public comment in person. This request, by Mayor Wes J. Speake, is to reinstate virtual oral public comments during public meetings.

RECOMMENDED ACTION:

That the City Council provide staff with direction on allowing virtual oral public comments during public meetings via Zoom.

PROPOSED OPTIONS:

1. Allow virtual oral public comments during public meetings via Zoom.
2. Do NOT allow virtual oral public comments during public meetings via Zoom.
3. Allow virtual oral public comment via Zoom for a three-month trial period beginning with the February 2, 2022 City Council meeting and review the item again on May 4, 2022 for final consideration.

BACKGROUND:

Due to safety protocols around COVID-19, Governor Newsom issued Executive Order N-29-20 on March 17, 2020, mandating that City Hall and the meeting chambers be closed to the public and that virtual participation in public meetings be made available. Following this Order, the City of Corona implemented and successfully executed virtual public meetings. During this time, virtual public

comment was offered when the City Council met virtually from April 1, 2020 - May 12, 2020, and again from December 16, 2020 - March 3, 2021. The process to submit and give virtual oral public comments required the public to submit "virtual speaker cards" via email and included a waiting period of 1-minute after every agenda item to account for the delay in the live stream while waiting for the speakers to email in for public comment. Once a request for public comments was received, staff would email the requestor a link to join the meeting via Zoom so they could provide their public comment. This process was inefficient and resulted in multiple delays during the meetings. As safety protocols shifted, the City Council resumed in-person meetings and the public was once again permitted to attend meetings and provide their public comment in person, which resulted in the discontinuation of virtual oral public comment. Currently, as an alternative to providing in person public comment, the public can participate virtually by watching the meetings online and submitting their comments via email for the City Clerk to read aloud during the public comment period.

ANALYSIS:

With more use and other improvements, the City of Corona's public meeting format and broadcast systems can provide the capability for an efficient way to conduct virtual oral public comments via Zoom. The process for submitting a "virtual speaker card" and then giving a virtual oral public comment can happen in real time and mirror the process for in-person oral public comment. If this capability is instituted, public participants viewing the meeting on Zoom can submit their "virtual speaker card" by typing their name and agenda item into the Zoom chat. The Zoom chat will be monitored by the City Clerk and recorded for public record. Each virtual speaker will then be orally queued by the City Clerk when it is their turn for public comment, the same way an in-person public speaker is queued. This new process for virtual oral public comments would eliminate the meeting delays caused by the original process and greatly lowers the barrier for public participation at public meetings.

Implementation of this process will require minimal staff time and minor changes to public meeting workflow. Most staff time for this project will be allocated to public outreach in informing the public of the new process.

City Council is being asked to consider whether they want to allow virtual oral public comments during meetings via Zoom or to continue with their current process and only allow public comment to be provided in person and via email. As an alternative, City Council can decide to allow virtual oral public comment to be submitted via Zoom for a trial period of three-months and reconsider the matter once there is a better understanding of how the Zoom public comment process will work.

FINANCIAL IMPACT:

There is minimal costs associated with implementing virtual oral public comment in public meetings. The City will require no upgrades or additions to current broadcast systems or the meeting platform. Thus, the only costs will come from staff time for public outreach to inform the public of the new process for making virtual oral public comment.

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 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. The requested action is for virtual oral public comments during public meetings via Zoom, and there is no possibility that instituting this process will have a significant effect on the environment. Therefore, no further environmental review is required.

PREPARED BY: SHAUGHN HULL, CHIEF COMMUNICATIONS OFFICER



Communications Division

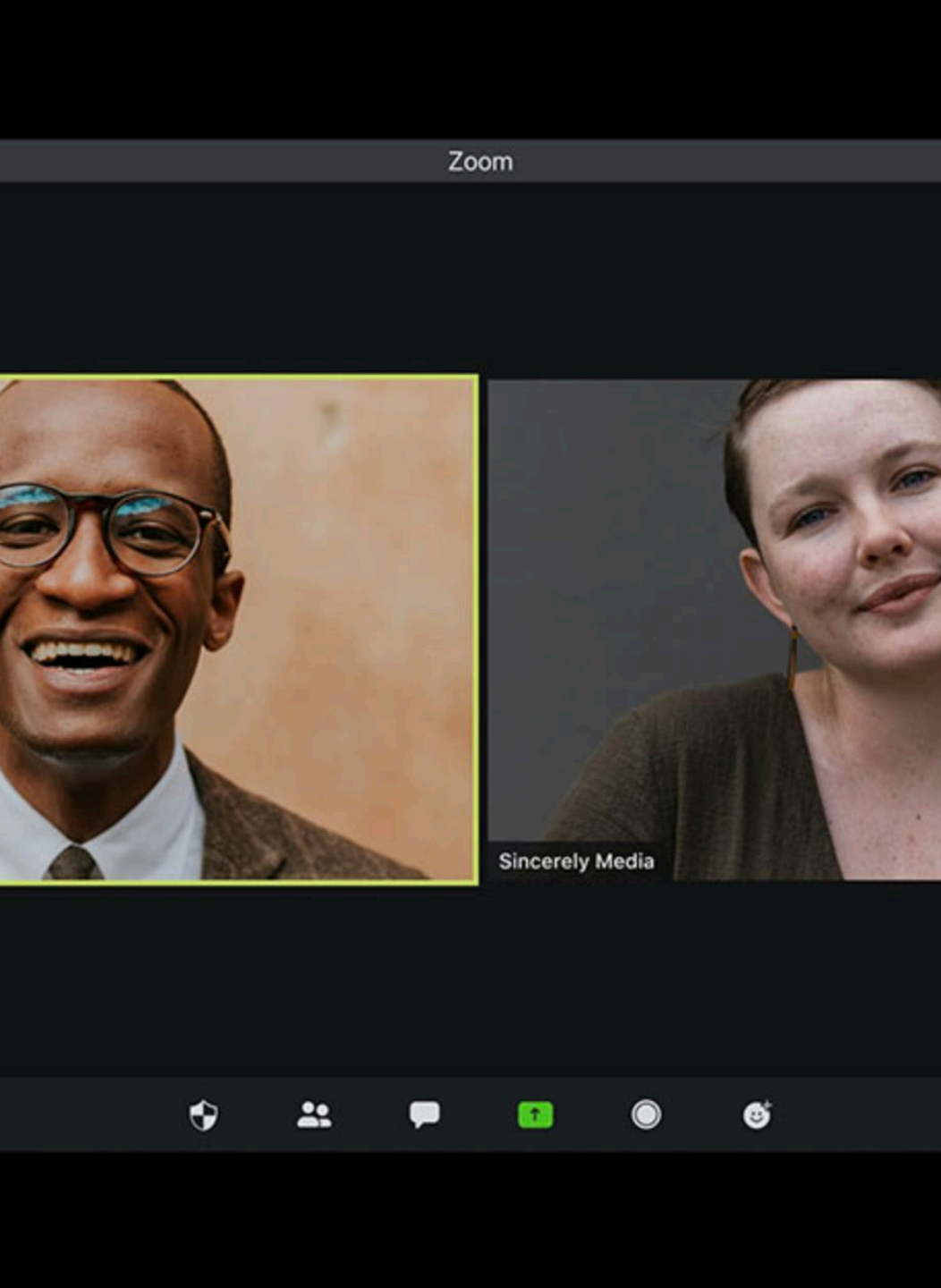
Virtual Oral Public Comments in Public Meetings

Shaughn Hull, Chief Communications Officer

THE ASK:

That the City Council provide staff with direction on allowing virtual oral public comments during public meetings via Zoom.





OVERVIEW:

Due to safety protocols around COVID-19, the City of Corona implemented and successfully executed virtual public meetings beginning in March 2020.

As safety protocols shifted and in person meetings resumed, the option for virtual oral public comments was discontinued once the public was able to attend meetings and provide public comment in person.



Option #1

Allow virtual oral public comments during public meetings via Zoom.

Option #2

Do NOT allow virtual oral public comments during public meetings via Zoom.

Option #3

Allow virtual oral public comment via Zoom for a three-month trial period beginning with the February 2, 2022 City Council meeting and review the item again on May 4, 2022 for final consideration.

FINANCIAL IMPACT:



There is minimal costs associated with implementation.

The City will require no upgrades or additions to current broadcast systems or the meeting platform.

All costs will come from staff time for public outreach to inform the public of the new process.

STAFF RECOMMENDATION:

OPTION #1

Allow virtual oral public comments during public meetings via Zoom.



QUESTIONS?



(951) 733-6283



Shaughn.Hull@CoronaCA.gov



www.CoronaCA.gov



www.CoronaCA.gov



Get the info you want straight to your inbox, sign up for eNotifications at www.CoronaCA.gov/Subscribe



Staff Report

File #: 22-0082

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Update on the crossing guard study for Garretson Elementary School at the Garretson Avenue and Rancho Road intersection.

EXECUTIVE SUMMARY:

Staff is providing an administrative report and update to the City Council on the school crossing guard study at Garretson Elementary School located at Garretson Avenue and Rancho Road. Four other crossing guard locations were requested to be studied at Cesar Chavez Elementary, Susan B. Anthony Elementary, Orange Elementary and Vicentia Elementary schools. Only two locations at Garretson Elementary and Susan B. Anthony Elementary met warrants for a crossing guard.

RECOMMENDED ACTION:

That the City Council receive an update on the crossing guard study at various locations throughout the City.

BACKGROUND:

The Public Works Traffic Engineering Division, Corona Police Department (Corona PD), and Corona-Norco Unified School District (CNSUD) coordinate efforts to provide safe school pedestrian crossings City-wide. Several of these crossings have a high vehicular or pedestrian volume that benefit from additional safety measures such as a crossing guard. Traffic Engineering staff utilize the California Manual on Uniform Traffic Control Devices (CAMUTCD), which provides guidelines for when a crossing guard is warranted near a school intersection. The CAMUTCD provide thresholds for vehicular and pedestrian volumes that when met, recommend the consideration of an adult crossing guard.

A list of school crossing locations is shared annually with Public Works staff for evaluation. The list is compiled by Corona PD and CNSUD staff. These locations are typically analyzed by the Traffic Division in the fall or spring when school is in session and traffic has normalized from the holidays

and summer break. Once the studies are completed, the results are shared with Corona PD and CNUSD. Since Corona PD and CNUSD share the cost to fund the crossing guard services, crossing guard positions are funded as part of the next fiscal year's budget process, allowing sufficient time to allocate funding for the upcoming fiscal year. CNUSD is responsible for the hiring of crossing guards.

ANALYSIS:

After receiving requests from parents, CNUSD, and Corona PD to evaluate new sites, staff performed crossing guard studies at five locations. The schools included in the study were Cesar Chavez Elementary, Susan B. Anthony Elementary, Orange Elementary, Garretson Elementary, and Vicentia Elementary. The studies follow the CAMUTCD guidelines and recommendations for warranting a crossing guard. Three locations did not meet the requirements needed to fulfill the request. Two locations, which included Garretson Elementary School, met the standards for warranting a crossing guard. The results of the study are included in the table below.

After the results were shared with Corona PD and CNUSD, both parties determined to add a crossing guard at the warranted locations after returning from winter break, on January 10, 2022, rather than wait until the next school year.

School	Location	Study Results
Cesar Chavez Elementary	Paseo Grande at Ontario Avenue	CAMUTCD Standards not met
Susan B. Anthony Elementary	Fullerton Avenue at Santana Way	CAMUTCD Standards met
Orange Elementary	Valencia Road at Morning Glory Way	CAMUTCD Standards not met
Garretson Elementary	Garretson Avenue at Rancho Road	CAMUTCD Standards met
Vicentia Elementary	Vicentia Avenue at mid-block crossing	CAMUTCD Standards not met

FINANCIAL IMPACT:

The cost of a cost guard is shared on 50% split between the CNUSD and the City. Adequate funds are included in the Fiscal Year 2022 Budget for the additional crossing guards.

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 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. The requested actions are for performing a crossing guard study, and there is no possibility that performing the study will have a significant effect on the environment. Therefore, no environmental analysis is required.

File #: 22-0082

PREPARED BY: ROSALVA N. URENO, P.E., T.E., CITY TRAFFIC ENGINEER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR



Crossing Guard Study for Garretson Elementary School



Rosalva Ureno

January 19, 2022

Crossing Guard Study

- Study performed by Public Works (PW) Traffic Engineering Division
- Follow California Manual on Uniform Traffic Control Devices (CAMUTCD) guidelines
 - Factors include vehicular volume and pedestrian count
 - Morning and Afternoon peak
- Corona Police Department (PD) and Corona-Norco Unified School District (CNUSD) share funding responsibility



Crossing Guard Study Procedure

- Request initiated by parent, school or PD
- PW Traffic staff completes study
- Results discussed with PD and CNUSD
 - If study passes, position budgeted for upcoming fiscal/school year

Study Results

School	Location	Study Results
Cesar Chavez Elementary	Paseo Grande at Ontario Avenue	CAMUTCD Standards not met
Susan B. Anthony Elementary	Fullerton Avenue at Santana Way	CAMUTCD Standards met
Orange Elementary	Valencia Road at Morning Glory Way	CAMUTCD Standards not met
Garretson Elementary	Garretson Avenue at Rancho Road	CAMUTCD Standards met
Vicentia Elementary	Vicentia Avenue at mid-block crossing	CAMUTCD Standards not met

QUESTIONS?



951-736-2266



Traffic.Eng@CoronaCA.gov



www.CoronaCA.gov





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Staff Report

File #: 22-0088

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office

SUBJECT:
2022 Legislative Platform and Financial Priorities.

EXECUTIVE SUMMARY:

A Legislative Platform provides a streamlined process for responding to legislative proposals that may impact the City. The proposed Legislative Platform identifies the fundamental legislative issues deemed important to the City, and upon Council approval, will continue to allow Staff to respond to the rapidly changing nature of legislative items efficiently, and more importantly, without delay. The Financial Priorities document provides a comprehensive look at Corona's funding needs. The proposed action adopts the 2022 Legislative Platform and approves the financial advocacy priorities.

RECOMMENDED ACTION:

That the City Council adopt the 2022 Legislative Platform and Financial Priorities.

BACKGROUND & HISTORY:

The Legislative Platform has been used as a guideline for urgent requests to support, oppose, or take neutral positions on various legislative proposals throughout the year. Resolutions, major and/or unique issues, and substantial items not directly addressed in the Platform will continue to be taken to Council for formal consideration and adoption. The 2021 Legislative Platform and Financial Priorities were adopted on April 7, 2021. At the end of each year, the City of Corona identifies policy priorities and legislative initiatives that it would like the State and Federal Legislature to address. The City Council reviewed and provided feedback on the Legislative Platform during the 2021 Fall Council Workshop.

ANALYSIS:

The attached documents include the 2022 Legislative Platform and Financial Priorities. These documents contain legislative priorities that Staff and consultants will use to actively support or oppose various articles of legislation during the year, as well as provide testimony, and/or actively pursue legislative action around the items listed therein. The proposed legislative priorities include a number of topic areas, including transportation, municipal finance, unfunded mandates, home rule, public safety, housing reform, homelessness, tort reform, public utilities, community services, and economic development. The Legislative Platform and Financial Priorities are designed to be strategic,

The Legislative Platform reflects the adopted, standing position of the City Council until superseded. The priorities are stated in general terms so they can be applied broadly to various legislative proposals. Advocacy efforts on behalf of the City by staff or Councilmembers are expected to reflect the adopted position of the Legislative Platform. However, this is not intended to limit the prerogative of individual Councilmembers from expressing their individual support for or opposition to any local measure, or State proposition, State or Federal legislation, or grassroots advocacy actions. However, in doing so, the member should clearly state that they are speaking for themselves, not on behalf of the Council or the City.

Letters of support or opposition that are consistent with the adopted position in the Legislative Platform may be prepared by Staff for signature by the Mayor on behalf of the City without taking the letter to the full Council. Should the Mayor choose not to authorize their signature on a position letter, the Vice Mayor may sign in his or her stead. Where neither the Mayor nor Vice Mayor chooses to sign a position letter, the item will be placed on a meeting agenda for review and consideration by the full Council. In cases where a pending legislative proposal falls outside of the scope of the approved legislative platform, that item will be placed on a future council agenda for review and consideration by the full Council.

The Council has the option of adopting any one of 6 positions on proposed legislation:

- **Support** - A support position indicates to the legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question.
- **Support if Amended** - A support if amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question if the requested changes are adopted.
- **Oppose** - An oppose position indicates to the legislature, regulatory agency, and other stakeholders that the City is against the legislation in question.
- **Oppose Unless Amended** - An oppose unless amended position indicates to the legislature, regulatory agencies, and other stakeholders that the City is against the legislation in question unless the requested changes are adopted.
- **Neutral** - A neutral position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is impartial on the legislation in question and does not wish to take a position or has formally removed their prior adopted position due to changes being made to the legislation or proposal (e.g., a bill that the City had an "oppose unless amended" position on was amended to address concerns, therefore the City is formally withdrawing its opposition and moving to a "Neutral" position).

- **Watch** - A watch is traditionally an internal position that indicates the City is monitoring the legislation. Should the bill be amended, the City reserves its right to adopt a position as indicated above.

The Legislative Platform is divided into 11 sections dealing with the following topics:

1. Community Services
2. Economic Development
3. Home Rule
4. Housing Reform
5. Homelessness
6. Municipal Finance
7. Public Safety
8. Public Utilities
9. Tort Reform
10. Transportation
11. Unfunded Mandates

Major edits to the legislative platform and financial priorities based on feedback from City Council during the 2021 Fall Council Workshop and recommendations from City Staff are listed below.

Items added to the Legislative Platform for 2022:

Economic Development

- Support efforts to grow the manufacturing industry.
- Support efforts to retrain displaced/low-income workers.
- Support efforts to embrace living and working locally, particularly legislation that impacts housing costs and reducing greenhouse gas emissions.
- Support efforts to embrace innovation by seeding new businesses and linking new workers with new jobs and career pathways created as a result of the pandemic.
- Support the creation of business incubators such as the Corona Innovation Center in partnership with local and regional partners that can lend expertise, resources, education, and access to capital.
- Support efforts to embrace entrepreneurship by growing existing entrepreneurship tracks in the City of Corona.
- Support local Business Grants and California Dream Fund for those that are underrepresented and/or were impacted by the pandemic, creating accessibility to capital and improving opportunities for innovation and entrepreneurship.

Homelessness

- Support legislation and funding opportunities for mental health and drug abuse treatment to

address chronic homelessness in Riverside County.

- Support legislation and funding opportunities to improve discharge planning from jails and prisons and to expand re-entry housing programs to prevent and address homelessness among inmates, parolees and probationers in Riverside County.

Public Safety

- Support wildland fire fighting enhancements, as well as wildland fire prevention and mitigation endeavors.

Public Utilities

- Support COVID-19 related legislation, regulation and other orders monitoring for the Utilities and in general City business practices.
- Support monitoring Army Corps of Engineering projects under the Water Resources Development Act (WRDA).
- Support monitoring Electric Utility grid reliability and resiliency requirements mandates.

Items added to the Financial Priorities for 2022:

Homeless Solutions

- Santa Ana River Bottom Encampment Response Plan (SARB)

Public Utilities

- GAC Treatment Facility

Transportation

- Ontario Avenue Widening at I-15 Improvements between Compton Avenue and State Street
- Interstate 15 Express Lane Southern Extension from Cajalco Road to Route 74/Central Avenue
- Magnolia Avenue Widening at Temescal Wash

FINANCIAL IMPACT:

No financial impact.

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 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 authorizing the Council to approve an amendment, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: DENZEL MAXWELL, ASSISTANT TO THE CITY MANAGER

File #: 22-0088

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. Exhibit 1 - Legislative Platform
2. Exhibit 2 - Federal Financial Priorities



CITY OF CORONA **2022** LEGISLATIVE PLATFORM & PRIORITIES

Purpose

The purpose of the City of Corona Legislative Platform (“the Legislative Platform”) is to establish and adopt City Council policy positions on various State and Federal legislation. Adoption of the Legislative Platform guides City officials involved in advocating City interests to Federal, State, and County governments, thereby precluding the need for the Council to reactively take individual positions on legislative issues that arise during the year.

Objective

The objective of the Legislative Platform is to promote proactive, timely representation of Corona’s interests through education, effective advocacy, and legislation.

Implementation

The Legislative Platform will be implemented as follows:

1. The City Manager shall direct the scope and activities of any State and Federal lobbyist hired on behalf of the City, consistent with the Legislative Platform and other direction provided by the City Council.
2. On an annual basis, the City Manager will present a Legislative Platform outlining the City’s position on various legislative issues to the City Council consideration and adoption.
3. The Mayor and City Council, through the Committee of the Whole, will be made aware of any legislative activities, proposed State or Federal legislation, and other policy-related matters that may have a direct and significant impact on the City’s fiscal, operational, and environmental health and the overall quality of life enjoyed by residents and other stakeholders.
4. The Mayor and City Council may establish joint advocacy efforts with other entities including the Chamber of Commerce, the Corona-Norco Unified School District, the County of Riverside, and other cities.
5. The Mayor and Council, through their involvement with the League of California Cities, Riverside County Transportation Commission, the Western Riverside Council of

Governments, and Southern California Association of Governments may communicate with lawmakers at the County, State, and Federal level through correspondence, personal contact, or testimony.

6. Letters of Support

- a. Letters of support or opposition, consistent with the adopted position in the Legislative Platform, may be prepared by staff, for signature by the Mayor on behalf of the City without taking the letter to the full Council, so long as the position letter represents the City Council's adopted position as stated in the legislative platform.
- b. Should the Mayor choose not to authorize their signature on a position letter, the Vice Mayor may sign in their stead. Where neither the Mayor nor Vice Mayor chooses to sign a position letter, the item will be placed on a meeting agenda for review and consideration by the full Council.
- c. A summary of all positions letters issued will be included in a regular legislative update distributed to Council outlining the need and citing the specific approved legislative policy used to expedite the City's position.
- d. In cases where a pending legislative proposal falls outside of the scope of the approved legislative platform, that item will be placed on a future council agenda for review and consideration by the full Council.

7. The Council has the option of adopting any one of 6 positions on proposed legislation:

- a. Support – A support position indicates to the legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question.
- b. Support if Amended – A support if amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question if the requested changes are adopted.
- c. Oppose – An oppose position indicates to the legislature, regulatory agency, and other stakeholders that the City is against the legislation in question.
- d. Oppose Unless Amended – An oppose unless amended position indicates to the legislature, regulatory agencies, and other stakeholders that the City is against the legislation in question unless the requested changes are adopted.
- e. Neutral – A neutral position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is impartial on the legislation in question and does not wish to take a position or has formally removed their prior adopted position due to changes being made to the legislation or proposal (e.g., a bill that the City had an “oppose unless amended” position on was amended to address concerns, therefore the City is formally withdrawing its opposition and moving to a “Neutral” position).
- f. Watch – A watch is traditionally an internal position that indicates the City is monitoring the legislation. Should the bill be amended, the City reserves its right to adopt a position as indicated above.

8. The Legislative Platform is not intended to limit the prerogative of individual Councilmembers from expressing their individual support for or opposition to any Local measure, or State proposition, State or Federal legislation, or grassroots advocacy actions. However, in doing so, the Councilmember should clearly state that they are speaking for themselves, not on behalf of the Council or the City.

Standing Legislative Platform

The Legislative Platform reflects the adopted, standing position of the City Council until superseded. The priorities are stated in general terms so they can be applied broadly to various legislative proposals. Advocacy efforts on behalf of the City by staff or Councilmembers are expected to reflect the adopted position of the Legislative Platform. However, this is not intended to limit the prerogative of individual Councilmembers from expressing their individual support for or opposition to any Local measure, or State proposition, State or Federal legislation, or grassroots advocacy actions. However, in doing so, the member should clearly state that they are speaking for themselves, not on behalf of the Council or the City.

The Legislative Platform is divided into 11 sections dealing with the following topics:

- | | |
|-------------------------|-----------------------|
| 1. Community Services | 7. Public Safety |
| 2. Economic Development | 8. Public Utilities |
| 3. Home Rule | 9. Tort Reform |
| 4. Housing Reform | 10. Transportation |
| 5. Homelessness | 11. Unfunded Mandates |
| 6. Municipal Finance | |

Section 1. Community Services

1.1. Library

- a) Support efforts that provide funding for library branch extension.
- b) Support efforts to enhance understanding of how libraries play an integral role in building and sustaining our communities Support efforts that provide funding for library print and electronic materials.
- c) Support efforts that provide funding for additional library services including costs for staff.

1.2. Parks & Recreation

- a) Support efforts that provide funding or reimbursement for recreation programs and events, especially youths and seniors.
- b) Support efforts that provide funding for adaptive/special needs programming.
- c) Support efforts that provide funding for the purchase of open space recreation land and the construction of recreational facilities.
- d) Support efforts that provide funding for the renovation and maintenance of existing parks and recreation facilities to provide for more sustainable facilities and trails.
- e) Support legislation that would expand the regional trail system to increase active transportation options within the City.

Section 2. Economic Development

- a) Support efforts to grow the manufacturing industry.
- b) Support efforts to retrain displaced/low-income workers.
- c) Support efforts to embrace living and working locally, particularly legislation that impacts housing costs and reduces greenhouse gas emissions.
- d) Support efforts to embrace innovation by seeding new businesses and linking new workers with new jobs and career pathways created as a result of the pandemic.

- e) Support the creation of business incubators such as the Corona Innovation Center in partnership with local and regional partners that can lend expertise, resources, education, and access to capital.
- f) Support efforts to embrace entrepreneurship by growing existing entrepreneurship tracks in the City of Corona.
- g) Support local Business Grants and California Dream Fund for those that are underrepresented and/or were impacted by the pandemic, creating accessibility to capital and improving opportunities for innovation and entrepreneurship.

Section 3. Home Rule

- a) Support efforts that allow local jurisdictions to operate under its police powers to reasonably control the use of property in the interest of the health, safety, and welfare of the community.
- b) Oppose legislation that would remove or limit local governments' decisions on land use and development.

Section 4. Housing Reform

- a) Support efforts that make affordable housing more attainable for local jurisdictions by providing financial resources or subsidies that are less competitive and do not require affordable housing developments to compete with one another.
- b) Oppose expanding State and Federal authority over local jurisdictions.
- c) Oppose penalties on a jurisdiction's Housing Element such as monetary fines issued by the state and withholding state public transportation ("gas tax") monies to local jurisdictions that are not capable of meeting their Regional Housing Needs Allocation (RHNA).
- d) Oppose housing legislation that takes away a jurisdiction's local discretion or eliminates the public engagement process to evaluate the impacts of housing developments.
- e) Oppose housing legislation that does not consider the differences of local jurisdictions and imposes a "one size fits all" requirement.
- f) Support legislation that reconsiders the methodology used in the allocation of the Regional Housing Needs Assessment that takes into account the extensive growth that has occurred in California cities since the inception of this law.
- g) Support legislation that would provide RHNA credit for the preservation of affordable housing units.
- h) Support tax increment financing tools including the reestablishment of redevelopment agencies or other permanent ongoing state funding sources to subsidize low and very low-income housing.
- i) Oppose legislation that mandates the elimination of impact fees for affordable housing, thus taking away a jurisdiction's ability to negotiate with developers on pending projects.
- j) Support legislation that includes manufactured homes as an affordable option for residents and provides protection from predatory landlords

Section 5. Homelessness

- a) Support legislation and funding opportunities for the development of permanent supportive housing, including resources to finance the development of new units and resources to provide long-term sustainability for supportive services.
- b) Support legislation and funding opportunities to increase Federal and State funding to prevent and reduce homelessness in Riverside County.
- c) Support legislation and funding opportunities for mental health and drug abuse treatment to address chronic homelessness in Riverside County.
- d) Support legislation and funding opportunities to improve discharge planning from jails and prisons and to expand re-entry housing programs to prevent and address homelessness among inmates, parolees, and probationers in Riverside County.

Section 6. Municipal Finance

- a) Support efforts that will protect the revenue base of local governments.
- b) Support efforts that will redirect State and Federal tax dollars to the City of Corona.
- c) Support efforts that protect the ability of local governments to responsibly raise revenue.
- d) Support efforts that allow the City to control operating costs to the City and its residents.
- e) Oppose actions that will reduce City of Corona revenues or limit the ability to raise revenue.
- f) Support and monitor lawful implementation of Proposition 1A, which was passed to protect local government finance.
- g) Support state legislation and or ballot measures that would authorize the City to lower the voter threshold to 55 percent for certain municipal bonds to fund the construction of or rehabilitation of public infrastructure including affordable housing.

Section 7. Public Safety

- a) Support efforts that increase public safety within the City.
- b) Support efforts that provide funding or reimbursement for municipal public safety services.
- c) Support efforts to protect the health and safety of law enforcement officers and firefighters.
- d) Oppose efforts that reduce funding dedicated to municipal public safety services.
- e) Support legislation that allows for cities to determine public safety service levels and services offered from suppression staffing to Emergency Medical Services.
- f) Support emergency response funding initiatives that would support adequate local fire services as well as enhance the State's ability to respond to major emergencies including large-scale fires, rescues, medical, and hazardous materials incidents.
- g) Support legislation that enhances Emergency Management Program Capabilities, to include core functions performed during emergencies and program functions performed on a day-to-day basis.
- h) Support efforts that provide State and Federal funding to augment our capabilities in the four phases of Emergency Management; Preparedness, Response,

Recovery, and Mitigation.

- i) Support legislation that would allow for effective law enforcement and oppose legislation that hampers that process.
- j) Support wildland fire fighting enhancements, as well as wildland fire prevention and mitigation endeavors

Section 8. Public Utilities

8.1 General

- a) Oppose regulations that affect publicly owned utilities that do not consider the cost of implementation.
- b) Support efforts to provide penalties for theft of metal and other crimes that can harm or jeopardize the delivery and safety of the City's water, sewer, and electric systems.
- c) Support efforts to provide funding for drought relief, disadvantaged communities, Delta management and sustainability, water supply reliability, statewide water system improvements, groundwater protection, water quality improvements, water reclamation, water conservation, watershed protection, and water bond issues.
- d) Support Federal efforts to address long-term drought that will benefit the City of Corona
- e) Support Federal and State funding for long-term low and no-interest loan programs that will enable utilities to replace aging infrastructure.
- f) Oppose legislation that would reduce the inverse condemnation standard for incidents caused by a utility, whether retroactive or otherwise, and support the City's ability to recover applicable damages.
- g) Support COVID-19 related legislation, regulation, and other orders monitoring for the Utilities and in general City business practices.
- h) Support monitoring Army Corps of Engineering projects under the Water Resources Development Act (WRDA).

8.2 Water Supply

- a) Support policies and principles that recognize and maintain the "co-equal" goals of water supply reliability and ecosystem enhancement for the California Delta.
- b) Support the financing and construction of an alternative conveyance facility for the Delta to improve water supply reliability for the region and state.
- c) Support efforts to control and reduce imported water costs.
- d) Support the development of alternative water sources, such as desalinization plants, by streamlining the regulatory approval or permitting processes and by providing funding for such projects.
- e) Support funding for planning and construction projects that provide for the sustainability of existing and future developments.
- f) Support legislation and funding for projects that promote long-term regional water reliability.

8.3 Water Quality, Reclaimed Water and Greywater

- a) Support water softener discharge and salinity management requirements to help maintain groundwater quality and reduce wastewater treatment costs.
- b) Support research on direct potable reuse of reclaimed water to help offset the use of potable water.
- c) Support changes to the CEQA permitting process to help streamline the installation

of reclaimed water lines within existing rights-of-way.

- d) Support the implementation of reasonable emergency notification requirements for water quality notifications to the public.
- e) Support efforts to approve alternative delivery methods of annual Consumer Confidence Reports including, but not limited to, posting online, delivery by email, and notification of online reports delivered by mail.
- f) Support policies that encourage science-based results for setting water quality standards.

8.4 Groundwater Management

- a) Support voluntary groundwater monitoring regulations that maintain local control of groundwater supplies and management.
- b) Support the increased use of stormwater and reclaimed water for groundwater recharge and storage, as well as funding for the recharge of groundwater basins.

8.5 Water Conservation

- a) Support efforts to maintain our Statewide Water Conservation targets.
- b) Support efforts that eliminate restrictions on water-efficient landscapes and the use of artificial turf in common interest developments and provide for appropriate enforcement mechanisms.
- c) Support funding for stormwater recharge planning and projects.
- d) Support funding for water reclamation and advanced reclamation treatment technology projects.

8.6 Electricity:

- a) Support efforts that would stabilize electricity rates and give cities the ability to municipalize utilities.
- b) Support the expansion of direct access programs that provide a choice to electric customers and encourage competitive pricing.
- c) Support efforts to consolidate electrical reporting requirements for the California Energy Commission, the California Public Utilities Commission, and the Department of Energy.
- d) Support funding for solar power projects and other alternative energy sources.
- e) Oppose expanding State and Federal authority and controls on municipal facilities or operations.
- f) Support legislation and rule-making that would allow small Publicly Owned Utilities (POU), supplying less than 200,000 Mwh of energy per year, to meet Renewable Portfolio Standards (RPS) and other obligations through flexible options that take into account small POU constraints.
- g) Support the standardization of open-source protocol for electric vehicle charging station networks.
- h) Support monitoring Electric Utility grid reliability and resiliency requirements mandates.

8.6 Biosolids

- a) Support efforts that recognize the science-based benefits of recycling and using biosolids and promote the use of biosolids in industries such as agriculture and fuel production.

Section 9. Tort Reform

- a) Support efforts that reform liability statutes to reduce City exposure to "deep

pocket" claims.

- b) Oppose expansion of liability for municipalities. Protect from erosion of the defenses.

Section 10. Unfunded Mandates

- a) Support efforts to provide increased flexibility for cities in the areas of service delivery and funding.
- b) Oppose legislative actions that impose Federal or State mandates on cities without sufficient funding for implementation or reimbursement.

Section 11. Transportation

11.1 Regulation

- a) Oppose legislation that would make the Endangered Species Act and Clean Water Act more restrictive on public projects.

11.2 Funding

- a) Support efforts to provide State and Federal funding for local and regional transportation projects; especially those which increase the capacity or public safety of State Route 91, Interstate 15, State Route 71, and the various interchanges and on/off ramps associated with those routes in the Corona area.
- b) Support efforts to provide State and Federal funding for the construction of alternate or additional transportation corridors to Orange County.
- c) Support efforts to provide State and Federal funding for grade separation or other upgrades of existing roadway grade crossings of the railroad corridor to establish a Quiet Zone throughout the City of Corona.
- d) Support efforts to provide State and Federal funding to repair and upgrade aging bridges and transportation infrastructure.
- e) Oppose efforts to eliminate and/or restrict the use of Riverside County State Improvement Transportation Funds, Federal Surface Transportation program, Measure A, or Gas Tax funding for local transportation projects.
- f) Oppose efforts by the State to divert Riverside County State Improvement Transportation Funds, Federal Surface Transportation program, Measure A, or Gas Tax funding sources to help pay for the State budget deficit.
- g) Support efforts to increase federal programs and funding to mitigate the environmental and traffic congestion impacts of national goods movement from the ports of Long Beach and Los Angeles on Inland highways and grade crossings.
- h) Oppose efforts by the State to divert Proposition 42 funding away from transportation projects to fund the State budget deficit.
- i) Support legislation that safeguards Corona's fair share allocation of Proposition 84 funds.
- j) Support legislation that provides funding for the construction of Phase 2 of the parking structure at the North Main Metrolink Station.

11.3 Transit

- a) Advocate for Medicaid policies that promote the use of transit as Medicaid providers
- b) Support additional funding for transit operations, including services for persons with disabilities and senior citizens.
- c) Support for inter-county transit services to assist commuters between Riverside

and Orange Counties.

- d) Support legislation and grant programs that encourage transit ridership, active transportation, and congestion relief programs for western Riverside County.
- e) Support partnering efforts with local and regional agencies that improve coordination of transit services.
- f) Advocate for Medicaid policies that promote the use of transit as Medicaid providers

11.4 Rail

- a) Support legislation that provides funding for the improvement and expansion of commuter rail (Metrolink) services on the Inland Empire line.
- b) Support legislation that would implement the statewide high-speed rail (HSR) system including the segment from Los Angeles to San Diego via the Inland Empire, and light rail which increases intercity mobility from Corona and would relieve traffic congestion through the Corona area.
- c) Oppose Congressional efforts to prohibit federal funding from being utilized on the California HSR project.
- d) Support the implementation of an HSR alignment and station in Corona.
- e) Support legislation that promotes transit-oriented development and transit adjacent development around rail transit stations, while retaining local oversight and decision making.

11.4 Airport

- a) Support efforts that provide funding for repairs and renovation of the Corona Municipal Airport.
- b) Support efforts to fund and complete the Santa Ana Regional Interceptor line to minimize impacts on Corona Municipal Airport due to flooding.
- c) Support funding for security, lighting, and paving improvements at the Corona Municipal Airport.

11.5 Congestion

- a) Support measures that lessen congestion and the wear and tear of Corona surface streets due to freeway “cut through” traffic.
- b) Support the use of bike trails and pedestrian paths as viable alternatives to solo driving.
- c) Oppose actions intended to expand the use of HOV lanes for purposes not associated with congestion relief or air quality improvement.
- d) Support efforts to provide State and Federal funding for future phases of the Advanced Traffic Management System (“ATMS”) which provides traffic signal synchronization and incident management.
- e) Oppose any changes in Department of Transportation (DOT) American’s with Disabilities (ADA) regulations or interpretations without full public notice and comment.
- f) Support legislation that provides tax incentives for people who use public transit instead of a personal vehicle.
- g) Oppose any legislation that diverts additional gas tax from the City
- h) Oppose any action that removes or allows the use of toll revenue from the commuting corridor.



CITY OF CORONA
2022
FINANCIAL PRIORITIES

Section 1. Community Services

1.1 Project: Community Recreation Complex

A City facility that supports recreational sports and contains a community center, aquatic facilities, and lighted sports fields. The facility is needed to meet the increase in demand from City and County residents for sports fields.

- **Cost:** Approximately \$50M
- **Lead Department:** Community Services

1.2 Project: Park Improvements

An assessment was performed at all City parks to determine park condition, amenities, parking availability, irrigations, and lighting efficiencies. The following projects were identified to improve safety, efficiency, and enjoyment of the City Parks: Park Facilities – Install or improve restrooms and picnic structures; Parks Hardscape Improvements – Improve and expand parking lots, sidewalks, curbs, and gutters; Parks Irrigation Improvements – Improve and expand parks irrigation systems to improve efficiency, lower electric costs and reduce water consumption; Parks Lighting Improvements – Improve and expand parks lighting facilities to improve efficiency, lower electric costs and provide better coverage.; Parks Enhanced Amenities – Addition of playgrounds, sports fields, sports courts, and shelters.

- **Cost:** Approximately \$18M
- **Lead Department:** Community Services

1.3 Project: Historic Civic Center Fire Suppression System

In 2005 and 2006, the City received EDI grant funds which were used for improvements to the Historic Community Room and Theater. A new heating and air conditioning system and electrical upgrades are needed at the Historic Community Room. Additionally, because of the potential ongoing uses within the building for offices and assembly areas, upgrades to the building are continually being evaluated to maintain its long-term use, given its status as a historic resource. Therefore, an interior buildingsprinkler system is needed to minimize potential fire damage to the building. Costs for this project include Community Room upgrades and a sprinkler system for the entire building.

- **Cost:** \$1.25M
- **Lead Department:** Community Services

1.4 Project: Historic Civic Center Renovation

The Historic Civic Center renovation would include assessment and upgrades to the electrical, plumbing, undertaking structural rehab on the buildings and breezeway pergolas, installing state-of-the-art theater lighting and controls, and improvements to landscaping. The timeline for the assessment phase of the project would be approximately one year, at the cost of \$200,000.00. The following steps would include bidding on the project and construction. Once this phase takes place, the City would hire a contractual project manager to oversee the project and anticipate the provided engineers' estimates for the cost of a project of this scale to range from \$12 – 15 million dollars. Additionally, areas that have been discussed as a focus were the following: security lighting assessment/installation of lighting, security camera systems, turf removal (along Sixth St.), a structural assessment of the canopy walkway between the main building and detached building, an assessment of Suite 110, and signage.

- **Cost:** Approximately \$15M
- **Lead Department:** Community Services

1.5 Project: City of Corona Griffin Park Renovation Phase II

After being closed for nearly 13 years, Griffin Park was recently re-opened with limited amenities that included an ADA compliant lighted sidewalk, picnic seating area, and small and large dog park. However, much of the park remains undeveloped, and additional funding is required to help complete the unique 13-acre site. Phase II improvements for Griffin Park will include a new playground, additional shade structures and vistas, benches, an additional picnic area, and new lighted pathways for a nature walk. The site will be restored to include habitat for both native flora and a butterfly sanctuary, including informational signage.

- **Requested Amount:** \$2M
- **Lead Department:** Community Services

1.6 Project: Santa Ana River Trail

The Santa Ana River Trail (SART), once completed, is expected to comprise approximately 110 miles from the San Bernardino National Forest to the Pacific Ocean in Huntington Beach. It will link three counties and many communities along the way. Portions of the trail will be accessible to all users and will include Class I and II bikeways and pedestrian paths as well as decomposed granite trails for hikers, mountain bikers, and equestrians, and other parts will remain largely untamed. SART is anticipated to be one of Southern California's most important recreational amenities. SART partners include counties, cities, flood control, water, and recreation districts, the state, and others. To date, the trail is approximately 60% complete. There are two significant gaps in the trail. One of those gaps is a several-mile stretch through Corona and Norco. This section is located primarily on federal land, with a section of the trail traversing various portions immediately adjacent to the city streets of Norco and Corona. These undeveloped phases (one of which includes a proposed rest area along Auto Center Drive) are needed to eliminate this gap in the trail and connect area residents to other trails and trail users, provide non-motorized transit between counties and ease regional traffic burdens, and expand recreational access to millions of Southern California residents.

- **Cost:** Unknown
- **Currently Funded:** Partially (multi-agency involvement)
- **Lead Department:** Community Services

Section 2. Economic Development

2.1 Project: Corona Innovation Center

The City of Corona has had a longtime interest in creating an innovation center to house economic development resource partners and incubate startup businesses. The City is seeking state

and/or federal dollars to secure and renovate a facility that can serve as the Corona Innovation Center to move forward with this effort. The facility will help ensure that Corona maintains its economic position in the inland empire and continues fostering business innovation through developing science, technology, and research-driven enterprises for the region.

- **Cost:** \$2.5M
- **Currently Funded:** \$1.5M ARP Fund Allocation
- **Lead Department:** Economic Development

Section 3. Homeless Solutions

3.1 Project: Santa Ana River Bottom Encampment Response Plan (SARB ERP)

The Santa Ana River Bottom Encampment Response Plan is a multi-jurisdictional and multi-disciplinary collaborative that involves the cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside as well as multiple County Agencies, US Army Corps of Engineers, US Fish and Wildlife Services, Western Riverside County Regional Conservation Authority and Orange County Water and Flood Control Districts. The SARB ERP Collaborative has three Working Groups: 1. Public Safety, 2. Homeless Encampment Response, and 3. Facilities and Habitat. The SARB ERP Collaborative has four primary goals: 1. Rehouse Existing Homeless Encampment Residents, 2. Remove and Mitigate Physical Encampments, 3. Conduct Clean-Up and Habitat Restoration, and 4. Establish strategies to prevent the reoccurrence of homeless encampments.

Funding priorities should support the three Working Groups and facilitate implementation of the four goals.

- **Cost:** Unknown
- **Currently Funded:** Partially (multi-agency involvement)
- **Lead Department:** City of Corona in collaboration with the County and Cities in the Western Region

Section 4. Public Safety

4.1 Project: Replacement of Special Response Team Mobile Equipment Unit/ Command Post

The Police Department uses the current City of Corona Special Response Unit. It was initially purchased in 2004, and it is fourteen years old. A new unit would replace the older one and is a critical operations vehicle to ensure reliability. This vehicle is essential as it carries vital equipment and acts as a command post vehicle during incidences such as active shooter, hostage situations, barricaded suspects, and other tactical operations requiring the use of a specialized unit.

- **Cost:** \$400,000
- **Lead Department:** Police

4.2 Project: Funding of Artificial Intelligence Resources to assist in Criminal Investigations

As technology improves, there is a growing need for enhanced artificial intelligence to assist law enforcement in identifying criminals and solving violent and non-violent crimes. Additional computer-aided technology will allow the police department to conduct more efficient investigations utilizing the equipment as a force multiplier for our officers.

- **Cost:** Unknown
- **Lead Department:** Police

4.3 Project: Develop a Community Wildland Protection Plan (CWPP)

Wildland-urban interface (WUI) fires are an enduring community problem. In Corona, the fire service has the authority and responsibility to provide life safety and property protection. As fire service leaders, along with this operational response, we have the authority and responsibility to work with cooperators and property owners to mitigate wildfire risk. In addition to protecting life and property, wildfire mitigation can also improve firefighter safety and help protect at-risk populations, critical infrastructure, cultural sites, and natural resources. The City of Corona desires to develop a Community Wildfire Protection Plan (CWPP). The CWPP would outline a mitigation and preparedness plan to reduce wildfire risk. The CWPP reinforces collaborative relationships with federal and state agencies and local stakeholders before an event occurs. The CWPP also documents planning and projects for garnering grant success. The establishment of a CWPP directly aligns with the City's desire to create a Firesafe Council.

- **Cost:** \$150,000
- **Lead Department:** Fire

4.4 Project: Emergency Operations Center Infrastructure Enhancement

Funding is needed for infrastructure enhancements to the City's Emergency Operations Center. Core functions conducted in an Emergency Operations Center include but are not limited to logistics management, resource support, public emergency warning coordination, external affairs/public information collection and dissemination, mass care, housing, and human services coordination. These functions are required to effectively and efficiently communicate both internally and externally. The City Emergency Operations Center does not have the infrastructure to support some of these functions adequately.

- **Cost:** \$400,000
- **Lead Department:** Police, Fire, and IT

Section 5. Public Utilities

5.1 Project: Reclaimed Water Reservoirs

Construct two reservoirs within the City's service area to store reclaimed water. This will enable the City to provide additional reclaimed water and reduce the discharge of unused reclaimed water. Reclaimed water reservoirs will also reduce the demand for potable water from the State water system.

- **Cost:** \$9.5M
- **Lead Department:** Utilities

5.2 Project: Desalter Facility

Construct a desalter facility that uses membrane treatment technology to remove dissolved solids (salts) from groundwater having a moderately high total dissolved solids (TDS) level. This will allow the City of Corona to produce additional potable water while complying with TDS water quality standards for both drinking water and wastewater discharge after use. Permeate from the membranes is mixed with a well water bypass stream before being pumped to various points in the water distribution system for delivery to the water customers. The TDS removed in the treatment process are disposed of via the Santa Ana Regional Interceptor Pipeline operated by the Santa Ana Watershed Project Authority (SAWPA).

- **Cost:** \$30M
- **Lead Department:** Utilities

5.3 Project: GAC Treatment Facility

Construct a GAC Treatment facility that uses granular activated carbon (GAC) to remove contaminants of concern such as PFAS and 1,2,3-TCP from groundwater. This will allow the City of Corona to produce additional potable water while complying with PFAS and TCP water quality standards for both drinking water and wastewater discharge after use. Saturated carbon media will be treated and regenerated for reuse at an approved disposal facility.

- **Cost:** \$30M
- **Lead Department:** Utilities

5.4 Project: Water Reclamation Facility #2, Lift Station Improvements

Replace electrical and control systems, piping, and structure. Improve mechanical systems.

- **Cost:** \$4M
- **Lead Department:** Utilities

5.5 Project: Water Reclamation Facility #1, Improvements and Expansion

Install one gravity belt thickener, one belt press, and four additional digesters to maximize capacity. Construct a new grit chamber to increase the capacity to 43.5 million gallons per day (MGD). Add additional tertiary filters needed for additional capacity. Expand clarifier capacity to greater than 15.16 MGD and add capacity to the chlorine tank to exceed 15.786 MGD.

- **Cost:** \$25M
- **Lead Department:** Utilities

5.6 Project: Lift Station Replacement Project

Replace existing lift station pumps at the following lift stations: Griffin, Sierra Del Oro, Prado, McKinley, Stagecoach, and Airport.

- **Cost:** \$12M
- **Lead Department:** Utilities

5.7 Project: Sewer Main Replacement

Replace approximately 1,047 linear feet of 15" pipe and 1,500 linear feet of 18" pipe on Green River Road with the opportunity to run fiber along with the sewer main.

- **Cost:** \$4.2M
- **Lead Department:** Utilities

5.8 Project: West End Well Field Development

Develop a new well field in the west end of the City of Corona. The well field will consist of a series of new municipal groundwater wells and a transmission pipeline to convey the well water to the existing desalter or a new desalter or ion exchange facility. The new well field will be able to extract the groundwater that the City of Corona is using to recharge the Temescal basin. The ability to extract additional groundwater from our basin will reduce our dependency on imported water.

- **Cost:** \$15M
- **Lead Department:** Utilities

Section 6. Transportation

6.1 Project: Interstate 15 Corridor Improvement Project in Corona

Support efforts to provide State and Federal funding for regional transportation projects,

especially those which improve operations, increase the capacity or public safety of Interstate 15 and the various interchanges and on/off ramps associated with the project in the Corona area. RCTC plans to fund the project through Measure A and toll funding, but Measure A funds are dwindling and uncertain at this time.

- **Cost:** Approximately \$175M
- **Lead Agency:** Riverside County Transportation Commission (RCTC)

6.2 Project: State Route EB91 Improvements between I-15 and Pierce

The SR-91 improvements east of I-15 include extending an Express Lane east of McKinley Street and adding a general-purpose lane to Pierce Street in each direction.

- **Cost:** Unknown
- **Lead Agency:** Riverside County Transportation Commission (RCTC)

6.3 Project: State Route EB91 Improvements between SR-71 and SR-241

Develop alternatives for an additional sixth General Purpose lane to Eastbound State Route 91.

- **Cost:** Unknown
- **Lead Agency:** Orange County Transportation Authority (OCTA)

6.4 Project: Corona Airport Improvements and Lease Extension

The 110-acre General Aviation Corona Municipal Airport requires aeronautical infrastructure improvements to comply with accepted standards and FAA regulations. Improvements include runway, taxiway, safety area, apron rehabilitation, slurry coating and markings, upgrades to airfield electrical, and airfield security enhancements.

- **Cost:** \$3M
- **Lead Department:** Community Services

6.5 Project: Ontario Avenue Widening at I-15 Improvements between Compton Avenue and State Street

Widen Ontario Avenue at the underpass of I-15 to include additional thru lanes and turn lanes between Compton Avenue and State Street. Improvements include the installation of sidewalks, curb ramps, bike lanes, and a new traffic signal on State Street.

Cost: Approximately \$10M

Lead Agency: City of Corona

6.6 Project: Interstate 15 Express Lane Southern Extension from Cajalco Road to Route 74/Central Avenue

Construct two express lanes in both directions in the median on I-15 between Cajalco Road and State Route 74/Central Avenue.

Cost: Approximately \$660M

Lead Agency: Riverside County Transportation Commission (RCTC)

6.7 Project: Magnolia Avenue Widening at Temescal Wash

Widen Magnolia Avenue and bridge at Temescal Canyon Wash to accommodate standard shoulders, sidewalk, bike lanes, and raised medians.

Cost: Approximately \$10M

Lead Agency: City of Corona



CITY OF CORONA 2022 FINANCIAL PRIORITIES

Section 1. Community Services

1.1 Project: Community Recreation Complex

A City facility that supports recreational sports and contains a community center, aquatic facilities, and lighted sports fields. The facility is needed to meet the increase in demand from City and County residents for sports fields.

- **Cost:** Approximately \$50M
- **Lead Department:** Community Services

1.2 Project: Park Improvements

An assessment was performed at all City parks to determine park condition, amenities, parking availability, irrigations, and lighting efficiencies. The following projects were identified to improve safety, efficiency, and enjoyment of the City Parks: Park Facilities – Install or improve restrooms and picnic structures; Parks Hardscape Improvements – Improve and expand parking lots, sidewalks, curbs, and gutters; Parks Irrigation Improvements – Improve and expand parks irrigation systems to improve efficiency, lower electric costs and reduce water consumption; Parks Lighting Improvements – Improve and expand parks lighting facilities to improve efficiency, lower electric costs and provide better coverage.; Parks Enhanced Amenities – Addition of playgrounds, sports fields, sports courts, and shelters.

- **Cost:** Approximately \$18M
- **Lead Department:** Community Services

1.3 Project: Historic Civic Center Fire Suppression System

In 2005 and 2006, the City received EDI grant funds which were used for improvements to the Historic Community Room and Theater. A new heating and air conditioning system and electrical upgrades are needed at the Historic Community Room. Additionally, because of the potential ongoing uses within the building for offices and assembly areas, upgrades to the building are continually being evaluated to maintain its long-term use, given its status as a historic resource. Therefore, an interior buildingsprinkler system is needed to minimize potential fire damage to the building. Costs for this project include Community Room upgrades and a sprinkler system for the entire building.

- **Cost:** \$1.25M
- **Lead Department:** Community Services

1.4 Project: Historic Civic Center Renovation

The Historic Civic Center renovation would include assessment and upgrades to the electrical, plumbing, undertaking structural rehab on the buildings and breezeway pergolas, installing state-of-the-art theater lighting and controls, and improvements to landscaping. The timeline for the assessment phase of the project would be approximately one year, at the cost of \$200,000.00. The following steps would include bidding on the project and construction. Once this phase takes place, the City would hire a contractual project manager to oversee the project and anticipate the provided engineers' estimates for the cost of a project of this scale to range from \$12 – 15 million dollars. Additionally, areas that have been discussed as a focus were the following: security lighting assessment/installation of lighting, security camera systems, turf removal (along Sixth St.), a structural assessment of the canopy walkway between the main building and detached building, an assessment of Suite 110, and signage.

- **Cost:** Approximately \$15M
- **Lead Department:** Community Services

1.5 Project: City of Corona Griffin Park Renovation Phase II

After being closed for nearly 13 years, Griffin Park was recently re-opened with limited amenities that included an ADA compliant lighted sidewalk, picnic seating area, and small and large dog park. However, much of the park remains undeveloped, and additional funding is required to help complete the unique 13-acre site. Phase II improvements for Griffin Park will include a new playground, additional shade structures and vistas, benches, an additional picnic area, and new lighted pathways for a nature walk. The site will be restored to include habitat for both native flora and a butterfly sanctuary, including informational signage.

- **Requested Amount:** \$2M
- **Lead Department:** Community Services

1.6 Project: Santa Ana River Trail

The Santa Ana River Trail (SART), once completed, is expected to comprise approximately 110 miles from the San Bernardino National Forest to the Pacific Ocean in Huntington Beach. It will link three counties and many communities along the way. Portions of the trail will be accessible to all users and will include Class I and II bikeways and pedestrian paths as well as decomposed granite trails for hikers, mountain bikers, and equestrians, and other parts will remain largely untamed. SART is anticipated to be one of Southern California's most important recreational amenities. SART partners include counties, cities, flood control, water, and recreation districts, the state, and others. To date, the trail is approximately 60% complete. There are two significant gaps in the trail. One of those gaps is a several-mile stretch through Corona and Norco. This section is located primarily on federal land, with a section of the trail traversing various portions immediately adjacent to the city streets of Norco and Corona. These undeveloped phases (one of which includes a proposed rest area along Auto Center Drive) are needed to eliminate this gap in the trail and connect area residents to other trails and trail users, provide non-motorized transit between counties and ease regional traffic burdens, and expand recreational access to millions of Southern California residents.

- **Cost:** Unknown
- **Currently Funded:** Partially (multi-agency involvement)
- **Lead Department:** Community Services

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2.1 Project: Corona Innovation Center

The City of Corona has had a longtime interest in creating an innovation center to house economic development resource partners and incubate startup businesses. The City is seeking state

and/or federal dollars to secure and renovate a facility that can serve as the Corona Innovation Center to move forward with this effort. The facility will help ensure that Corona maintains its economic position in the inland empire and continues fostering business innovation through developing science, technology, and research-driven enterprises for the region.

- **Cost:** \$2.5M
- **Currently Funded:** \$1.5M ARP Fund Allocation
- **Lead Department:** Economic Development

Section 3. Homeless Solutions

3.1 Project: Santa Ana River Bottom Encampment Response Plan (SARB ERP)

The Santa Ana River Bottom Encampment Response Plan is a multi-jurisdictional and multi-disciplinary collaborative that involves the cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside as well as multiple County Agencies, US Army Corps of Engineers, US Fish and Wildlife Services, Western Riverside County Regional Conservation Authority and Orange County Water and Flood Control Districts. The SARB ERP Collaborative has three Working Groups: 1. Public Safety, 2. Homeless Encampment Response, and 3. Facilities and Habitat. The SARB ERP Collaborative has four primary goals: 1. Rehouse Existing Homeless Encampment Residents, 2. Remove and Mitigate Physical Encampments, 3. Conduct Clean-Up and Habitat Restoration, and 4. Establish strategies to prevent the reoccurrence of homeless encampments.

Funding priorities should support the three Working Groups and facilitate implementation of the four goals.

- **Cost:** Unknown
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- **Lead Department:** City of Corona in collaboration with the County and Cities in the Western Region

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4.1 Project: Replacement of Special Response Team Mobile Equipment Unit/ Command Post

The Police Department uses the current City of Corona Special Response Unit. It was initially purchased in 2004, and it is fourteen years old. A new unit would replace the older one and is a critical operations vehicle to ensure reliability. This vehicle is essential as it carries vital equipment and acts as a command post vehicle during incidences such as active shooter, hostage situations, barricaded suspects, and other tactical operations requiring the use of a specialized unit.

- **Cost:** \$400,000
- **Lead Department:** Police

4.2 Project: Funding of Artificial Intelligence Resources to assist in Criminal Investigations

As technology improves, there is a growing need for enhanced artificial intelligence to assist law enforcement in identifying criminals and solving violent and non-violent crimes. Additional computer-aided technology will allow the police department to conduct more efficient investigations utilizing the equipment as a force multiplier for our officers.

- **Cost:** Unknown
- **Lead Department:** Police

4.3 Project: Develop a Community Wildland Protection Plan (CWPP)

Wildland-urban interface (WUI) fires are an enduring community problem. In Corona, the fire service has the authority and responsibility to provide life safety and property protection. As fire service leaders, along with this operational response, we have the authority and responsibility to work with cooperators and property owners to mitigate wildfire risk. In addition to protecting life and property, wildfire mitigation can also improve firefighter safety and help protect at-risk populations, critical infrastructure, cultural sites, and natural resources. The City of Corona desires to develop a Community Wildfire Protection Plan (CWPP). The CWPP would outline a mitigation and preparedness plan to reduce wildfire risk. The CWPP reinforces collaborative relationships with federal and state agencies and local stakeholders before an event occurs. The CWPP also documents planning and projects for garnering grant success. The establishment of a CWPP directly aligns with the City's desire to create a Firesafe Council.

- **Cost:** \$150,000
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4.4 Project: Emergency Operations Center Infrastructure Enhancement

Funding is needed for infrastructure enhancements to the City's Emergency Operations Center. Core functions conducted in an Emergency Operations Center include but are not limited to logistics management, resource support, public emergency warning coordination, external affairs/public information collection and dissemination, mass care, housing, and human services coordination. These functions are required to effectively and efficiently communicate both internally and externally. The City Emergency Operations Center does not have the infrastructure to support some of these functions adequately.

- **Cost:** \$400,000
- **Lead Department:** Police, Fire, and IT

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5.1 Project: Reclaimed Water Reservoirs

Construct two reservoirs within the City's service area to store reclaimed water. This will enable the City to provide additional reclaimed water and reduce the discharge of unused reclaimed water. Reclaimed water reservoirs will also reduce the demand for potable water from the State water system.

- **Cost:** \$9.5M
- **Lead Department:** Utilities

5.2 Project: Desalter Facility

Construct a desalter facility that uses membrane treatment technology to remove dissolved solids (salts) from groundwater having a moderately high total dissolved solids (TDS) level. This will allow the City of Corona to produce additional potable water while complying with TDS water quality standards for both drinking water and wastewater discharge after use. Permeate from the membranes is mixed with a well water bypass stream before being pumped to various points in the water distribution system for delivery to the water customers. The TDS removed in the treatment process are disposed of via the Santa Ana Regional Interceptor Pipeline operated by the Santa Ana Watershed Project Authority (SAWPA).

- **Cost:** \$30M
- **Lead Department:** Utilities

5.3 Project: GAC Treatment Facility

Construct a GAC Treatment facility that uses granular activated carbon (GAC) to remove contaminants of concern such as PFAS and 1,2,3-TCP from groundwater. This will allow the City of Corona to produce additional potable water while complying with PFAS and TCP water quality standards for both drinking water and wastewater discharge after use. Saturated carbon media will be treated and regenerated for reuse at an approved disposal facility.

- **Cost:** \$30M
- **Lead Department:** Utilities

5.4 Project: Water Reclamation Facility #2, Lift Station Improvements

Replace electrical and control systems, piping, and structure. Improve mechanical systems.

- **Cost:** \$4M
- **Lead Department:** Utilities

5.5 Project: Water Reclamation Facility #1, Improvements and Expansion

Install one gravity belt thickener, one belt press, and four additional digesters to maximize capacity. Construct a new grit chamber to increase the capacity to 43.5 million gallons per day (MGD). Add additional tertiary filters needed for additional capacity. Expand clarifier capacity to greater than 15.16 MGD and add capacity to the chlorine tank to exceed 15.786 MGD.

- **Cost:** \$25M
- **Lead Department:** Utilities

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Replace existing lift station pumps at the following lift stations: Griffin, Sierra Del Oro, Prado, McKinley, Stagecoach, and Airport.

- **Cost:** \$12M
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Replace approximately 1,047 linear feet of 15" pipe and 1,500 linear feet of 18" pipe on Green River Road with the opportunity to run fiber along with the sewer main.

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5.8 Project: West End Well Field Development

Develop a new well field in the west end of the City of Corona. The well field will consist of a series of new municipal groundwater wells and a transmission pipeline to convey the well water to the existing desalter or a new desalter or ion exchange facility. The new well field will be able to extract the groundwater that the City of Corona is using to recharge the Temescal basin. The ability to extract additional groundwater from our basin will reduce our dependency on imported water.

- **Cost:** \$15M
- **Lead Department:** Utilities

Section 6. Transportation

6.1 Project: Interstate 15 Corridor Improvement Project in Corona

Support efforts to provide State and Federal funding for regional transportation projects.

especially those which improve operations, relieve congestion during peak hours or enhance public safety of Interstate 15 from State Route 91 to Temescal Canyon Road. These include the installation of auxiliary lanes on both sides of the I-15, which will allow vehicles to reach freeway speed and eliminate lane drops that impact the flow of traffic, as detailed by the FY19/20 Corridor Operational Investment Analysis Dated March 2020. The project or segmented portions of the project would be great candidates for State Highway Operation and Protection Program (SHOPP) allocation from the California Transportation Commission (CTC). The lead would be Caltrans; however, this project has not been formally identified by either Riverside County Transportation Commission (RCTC) or Caltrans.

~~Support efforts to provide State and Federal funding for regional transportation projects, especially those which improve operations, increase the capacity or public safety of Interstate 15 and the various interchanges and on/off ramps associated with the project in the Corona area. RCTC plans to fund the project through Measure A and toll funding, but Measure A funds are dwindling and uncertain at this time.~~

- Cost: Approximately \$170 M for all segments.
 - Includes approximately \$30 M for the southbound segment between Magnolia and Cajalco.
- Lead Agency: Caltrans/CTC
- ~~Cost: Approximately \$175M~~
- ~~Lead Agency: Riverside County Transportation Commission (RCTC)~~

6.2 Project: State Route EB91 Improvements between I-15 and Pierce

The SR-91 improvements east of I-15 include extending an Express Lane east of McKinley Street and adding a general-purpose lane to Pierce Street in each direction.

- **Cost:** Unknown 29 M
- **Lead Agency:** Riverside County Transportation Commission (RCTC)

6.3 Project: State Route EB91 Improvements between SR-71 and SR-241

Develop alternatives for an additional sixth General Purpose lane to Eastbound State Route 91.

- **Cost:** Unknown 50 M
- **Lead Agency:** Orange County Transportation Authority (OCTA)

6.4 Project: Corona Airport Improvements and Lease Extension

The 110-acre General Aviation Corona Municipal Airport requires aeronautical infrastructure improvements to comply with accepted standards and FAA regulations. Improvements include runway, taxiway, safety area, apron rehabilitation, slurry coating and markings, upgrades to airfield electrical, and airfield security enhancements.

- **Cost:** \$3M
- **Lead Department:** Community Services

6.5 Project: Ontario Avenue Widening at I-15 Improvements between Compton Avenue and State Street

Widen Ontario Avenue at the underpass of I-15 to include additional thru lanes and turn lanes between Compton Avenue and State Street. Improvements include the installation of sidewalks, curb ramps, bike lanes, and a new traffic signal on State Street.

Cost: Approximately \$10M

Lead Agency: City of Corona

6.6 Project: Interstate 15 Express Lane Southern Extension from Cajalco Road to Route

74/Central Avenue

Construct two express lanes in both directions in the median on I-15 between Cajalco Road and State Route 74/Central Avenue.

Cost: Approximately \$660M

Lead Agency: Riverside County Transportation Commission (RCTC)

6.7 Project: Magnolia Avenue Widening at Temescal Wash

Widen Magnolia Avenue and bridge at Temescal Canyon Wash to accommodate standard shoulders, sidewalk, bike lanes, and raised medians.

Cost: Approximately \$10M

Lead Agency: City of Corona

DRAFT



2022 Legislative Platform and Financial Priorities



Denzel Maxwell

Assistant to the City Manager

Sharon Gonsalves, RPPG

Director of Government Affairs

January 19, 2022

Overview

- Background, Purpose, and Importance
- 2022 Legislative Platform Additions
- 2022 Financial Priorities Additions



Council Ask

- That the City Council adopt
 - 2022 Legislative Platform
 - 2022 Financial Priorities





Background



Renne Public Policy Group



Sharon Gonsalves*
Director of Government Affairs



Dane Hutchings*
Managing Director



Jake Whitaker
Grant Writing/Research Manager



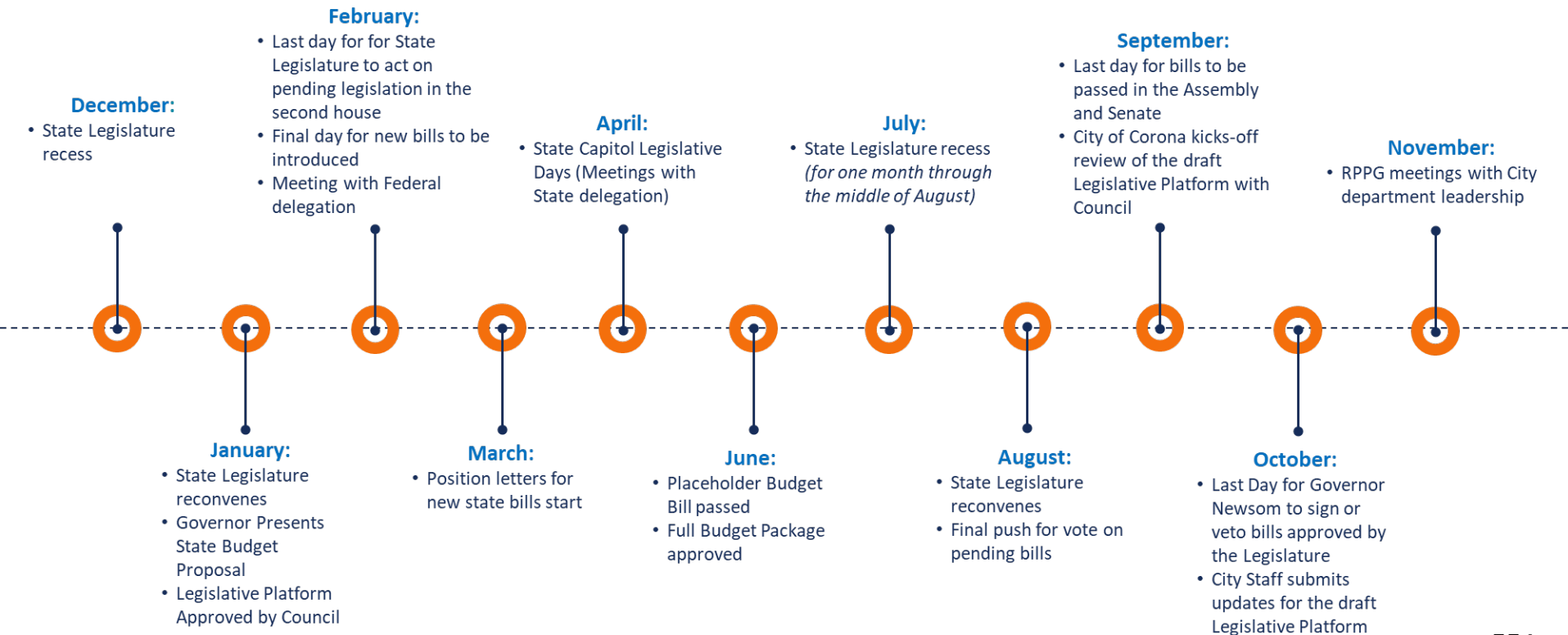
Dan Carrigg
Senior Policy Advisor



Bruce Rudd
RPPG Solutions

*Primary Points of Contact

Annual Legislative Process at a Glance



Platform Background and Purpose

- Promote Corona's goals and priorities
- Serve as a guide for monitoring and advocacy action on policy issues
- Covers a broad range of issues important to Corona
- State Legislative Platform developed with input from our State Lobbyist



Legislative Platform: Why it's Important

- A legislative platform serves as a foundation for any effective advocacy strategy.
- An important component for the City's overall legislative advocacy program.
- An updated platform will allow the City's legislative consultants to engage on new state initiatives that affect the City's key priorities, programs, and/or operations in real time.
- As a living document, it is recommended that the City's legislative platform is reviewed and amended every year in conjunction with the beginning of each legislative session.



Key Priorities Identified by Council and City Staff

- Explore funding and policy options to address rising homelessness issues throughout the City.
- Transportation and infrastructure needs are critical—specifically resources to help with the 91 and 15 freeways
- Fire protection specifically in the wildlife urban interface
- Open space preservation and fuels mitigation (Cleveland national forest)
- Economic development
- Public safety and supporting law enforcement.
- Retention of local zoning and land use.
- “Keeping local revenue local” oppose attempts that seek to divert local dollars to county or state projects.



2021

- 2021 Legislative Platform and Financial Priorities adopted April 7, 2021
- Legislative check-in during the Fall Council Workshop on September 29, 2021
 - Council feedback consisted of:
 - Regional collaboration opportunities
- Meetings with department leadership



2022 Legislative Outlook

- **Election Year:** Legislative members in both houses will be terming out and others will be up for re-election.
- **Economic Recovery:** Regaining jobs lost to the pandemic will be critical for economic recovery.
- **Housing Legislation:** Housing and Land Use will remain a priority for the Governor and the Legislature in 2022.
- **State Budget:** Funding Priorities to be reassessed after \$75.7 Billion Budget Surplus in 2021.
- **Brown Act:** Potential to modernize certain provisions of the Ralph M. Brown Act.
- **COVID-19 Vaccination Requirements:** Efforts to require vaccinations in the workplace or provide regular proof of negative COVID-19 test.
- **Redistricting:** Commission looking for an extension on updated maps could impact primary election.

2022 Legislative Opportunities

→ **Legislative Action Days**

- Advocacy meetings with lawmakers, staff, policy and fiscal committees and state agencies to discuss Corona's city specific priorities.

→ **Regional Collaborations**

- Work with regional partners to advance priorities in transportation, land use and economic development.



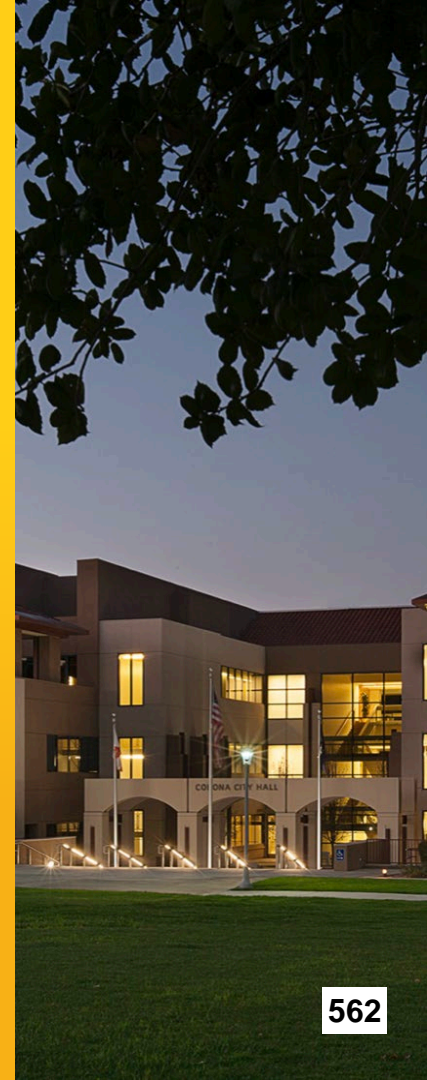


2022 Legislative Platform Additions



Standing Legislative Platform

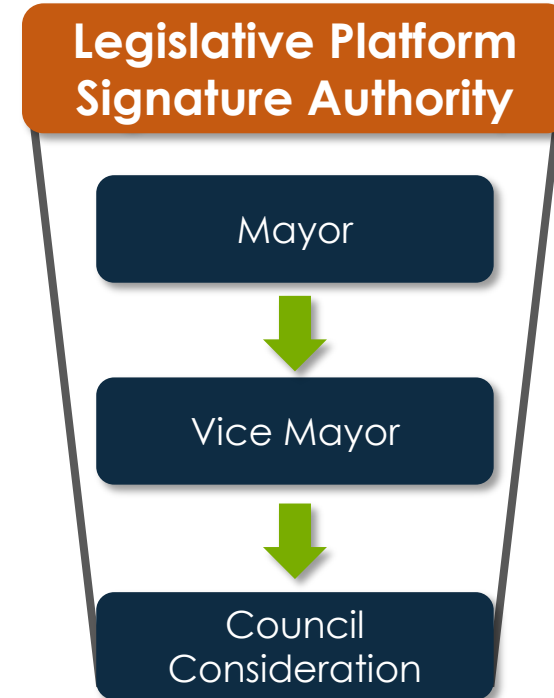
- The Legislative Platform is divided into 11 sections dealing with the following topics
 - Community Services
 - Economic Development
 - Home Rule
 - Housing Reform
 - Homelessness
 - Municipal Finance
 - Public Safety
 - Public Utilities
 - Tort Reform
 - Transportation
 - Unfunded Mandates



2022 Legislative Platform Additions

Letters

- The Mayor can sign letters of support or opposition, consistent with the adopted position in the Legislative Platform
- If the Mayor chooses not to sign the letter, the Vice Mayor may sign instead. If neither chooses to sign the letter, the item will go to full Council for consideration.
- Items that are not covered through the legislative platform will go to full Council for consideration.



2022 Legislative Platform Additions

Position Options

- **Support** – A support position indicates to the legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question.
- **Support if Amended** – A support if amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is in favor of the legislation in question if the requested changes are adopted.
- **Oppose** – An oppose position indicates to the legislature, regulatory agency, and other stakeholders that the City is against the legislation in question.
- **Oppose Unless Amended** – An oppose unless amended position indicates to the legislature, regulatory agencies, and other stakeholders that the City is against the legislation in question unless the requested changes are adopted.

2022 Legislative Platform Additions

Position Options (Continued)

- **Neutral** – A neutral position indicates to the corresponding legislature, regulatory agencies, and other stakeholders that the City is impartial on the legislation in question and does not wish to take a position or has formally removed their prior adopted position due to changes being made to the legislation or proposal (e.g., a bill that the City had an “oppose unless amended” position on was amended to address concerns, therefore the City is formally withdrawing its opposition and moving to a “Neutral” position).
- **Watch** – A watch is traditionally an internal position that indicates the City is monitoring the legislation. Should the bill be amended, the City reserves its right to adopt a position as indicated above.

2022 Legislative Platform Additions

Economic Development (7 Items)

- **Support** efforts to grow the manufacturing industry.
- **Support** efforts to retrain displaced/low-income workers.
- **Support** efforts to embrace living and working locally, particularly legislation that impacts housing costs and reduces greenhouse gas emissions.
- **Support** efforts to embrace innovation by seeding new businesses and linking new workers with new jobs and career pathways created as a result of the pandemic.
- **Support** the creation of business incubators such as the Corona Innovation Center in partnership with local and regional partners that can lend expertise, resources, education, and access to capital.
- **Support** efforts to embrace entrepreneurship by growing existing entrepreneurship tracks in the City of Corona.
- **Support** local Business Grants and California Dream Fund for those that are underrepresented and/or were impacted by the pandemic, creating accessibility to capital and improving opportunities for innovation and entrepreneurship.

2022 Legislative Platform Additions

Homelessness (2 Items)

- **Support** legislation and funding opportunities for mental health and drug abuse treatment to address chronic homelessness in Riverside County.
- **Support** legislation and funding opportunities to improve discharge planning from jails and prisons and to expand re-entry housing programs to prevent and address homelessness among inmates, parolees, and probationers in Riverside County.

Public Safety (1 Item)

- **Support** wildland fire fighting enhancements, as well as wildland fire prevention and mitigation endeavors

Public Utilities (3 Items)

- **Support** COVID-19 related legislation, regulation, and other orders monitoring for the Utilities and in general City business practices.
- **Support** monitoring Army Corps of Engineering projects under the Water Resources Development Act (WRDA).
- **Support** monitoring Electric Utility grid reliability and resiliency requirements mandates.



2022 Financial Priority Additions

2022 Financial Priority Additions



Santa Ana River Bottom Encampment Response Plan (SARB ERP) – Unknown



GAC Treatment Facility – \$30 M



Ontario Avenue Widening at I-15 Improvements between Compton Avenue and State Street – \$10 M



Interstate 15 Express Lane Southern Extension from Cajalco Road to Route 74/Central Avenue – \$660 M



Magnolia Avenue Widening at Temescal Wash – \$10 M



Council Ask

Council Ask

- That the City Council adopt
 - 2022 Legislative Platform
 - 2022 Financial Priorities



QUESTIONS?



951-279-2370



Denzel.Maxwell@CoronaCA.gov



www.CoronaCA.gov





Staff Report

File #: 22-0076

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/19/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

The City of Corona's Community Based Organization Grant Program Funding Utilizing an Appropriation from the American Rescue Plan Act (ARPA) Funds.

EXECUTIVE SUMMARY:

On November 3, 2021, staff presented options to appropriate American Rescue Plan Act (ARPA) Funds to the City Council for approval in the amount of \$29,077,125 for the City of Corona. The American Rescue Plan Act of 2021 allocates funds to states, territories, tribal areas, counties, and cities for relief affected by the COVID-19 pandemic. The City allocated \$500,000 from the City's \$29.2 million allotment to support the Capital Improvement Project (CIP) titled Nonprofit Grant Program.

RECOMMENDED ACTION:

That the City Council:

- a. Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- b. Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- c. Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

BACKGROUND & HISTORY:

The American Rescue Plan Act (ARPA) of 2021 appropriates nearly \$220 billion to states, territories, and tribal areas, and \$130 billion to cities and counties for the COVID-19 pandemic relief. Funds are distributed to recipients in the form of a block grant. For cities that are eligible to receive the Community Development Block Grant (CDBG) (i.e., "metropolitan cities," generally with a population of 50,000 or larger), funds are allocated according to a CDBG distribution formula rather than by population. For smaller cities and counties, ARPA provides that dollars will be distributed solely based on population.

ARPA funding is allocated to states, territories, tribal areas, counties, and cities for relief affected by the COVID-19 pandemic. On November 3, 2021, the City Council allocated \$500,000 from the City's \$29.2 million allotment to support a new CIP titled Nonprofit Grant Program. The Nonprofit Grant Program is outlined in the analysis of this report and will be referred to as the City of Corona's Community Based Organization Grant Program. The purpose of the program is to support local nonprofit organizations offering direct services to Corona residents which align with the City's Strategic Plan but are not offered by the City of Corona. The grant awards from the Community Based Organization Grant Program will leverage the expertise and the impact of the City's nonprofit partners to better serve the community.

ANALYSIS:

The City of Corona has been committed to serving its residents in partnership with local nonprofit agencies. To qualify as a nonprofit organization for any of the City of Corona's grant programs, the agency needs to have a 501(c)3 designation from the Internal Revenue Service (IRS) and be recognized as a nonprofit organization by the State of California. The Community Based Organization Grant Program will be added to the existing grant programs offered by the Community Services Department. The Community Assistance Division administers Community Based Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) on an annual basis. These funds provide resources to improve the physical, economic, and social conditions within the community to benefit low-and moderate-income residents. In addition, the City of Corona also offers Co-Sponsorship Programs to Corona nonprofits. The Recreation Division of the Community Services Department administers the City's Co-Sponsorship Program. This program seeks applications as part of a collaborative effort to strengthen our partnerships with Corona nonprofits by providing organizations with a chance to apply and submit dates to utilize City facilities for their events based on availability. These existing programs provide an excellent structure for the development of the Community Based Organization Grant Program. This new program will be modeled on these existing programs.

Based on the guidelines of the ARPA funding, the City's Community Based Organization Program will have a maximum five-year deadline to expend the ARPA funds, with the goal of disseminating the funds within three years. With this goal in mind, City staff is recommending to disseminate the funds over three budget cycles as seen below:

ARPA Funding Dissemination Schedule	
FISCAL YEAR	AMOUNT
2023	\$166,666
2024	\$166,666
2025	\$166,666

**Total amount of approximately \$499,998 with approximate appropriation of \$500,000*

This appropriation of ARPA funds will play a significant role in providing critical services to Corona residents through community partnerships that support the City of Corona's strategic goals. The Community Based Organization (CBO) Grant Program will keep the City's vision of creating a safe, vibrant, and family-friendly community at its forefront and provide funding to Corona organizations supporting the City's commitment of creating a community where everyone can thrive. The program will fund nonprofit activities which strengthen the social, family, or economic fabric of the Corona community.

The CBO Funding Program Process

The Community Based Organization (CBO) Grant Program will have two primary components: 1) an annual application process, and 2) an on-site evaluation for approved grant programs. City staff will distribute a request for applications shortly after approval of this item by way of the City's social media platforms and electronic distribution lists and publications, as well as directly reaching out to nonprofit organizations that the City already has current partnerships with that serve the Corona community. The City is currently working with more than 450 community based organizations that provide services to the Corona community. Staff expects to present a recommendation of awards in Spring 2022 for the City Council's consideration. Applicants will be notified once the City Council has approved the awards and the grant will open at the beginning of the new fiscal year.

To set parameters on the awards, it is proposed that the Corona CBO Program will have limitations on minimum and maximum funding requests. The minimum funding that will be awarded would be \$2,500 and grant funding requests will not exceed the maximum award of \$25,000 per organization. The minimum amount of \$2,500 is enough to benefit organizations to support their projects and justify the administrative costs. Providing a maximum amount of \$25,000 allows several organizations to leverage these grant monies for larger capital projects and still allows multiple agencies to receive awards from the \$166,666 annual allocation.

CBO Evaluation Process

Corona CBO proposals will be evaluated based on criteria which include the number of Corona residents or students served, how the proposed programs align with the City's strategic plan, and how well the program impacts the current needs of the Corona community. In addition, to mirror the City's already approved Co-Sponsorship Program, City staff will review the applications and evaluate how the applicant's scope of work align with Corona's strategic plan and will bring the recommendations to the Committee of the Whole and to the City Council for final consideration and approval.

Since this is the initial inception of CBOs for the City of Corona, non-profit organizations that receive funding through this program will receive support from City staff to ensure that the organizations are staying within their scope of work as well as meeting their deadlines in order to receive grant funding.

FINANCIAL IMPACT:

Funding in the amount of \$500,000 is available in the CIP titled Nonprofit Grant Program, Project No. 76770, within the American Rescue Plan Act Fund 413.

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 commonsense 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. The Community Based Grant Program provides funding to organizations to support their operations and will have no significant impact on the environment. Therefore, no environmental analysis is required.

PREPARED BY: VIOLA VAN, MANAGEMENT ANALYST II

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Community Based Organization Grant Program Application



I. GENERAL INFORMATION

Signature: _____ **Date:** _____

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City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

II. PROGRAM DESCRIPTION

Name of the program or project for which you are requesting funding:	Amount of Funding Requested: \$ _____	
Is a new or existing program? (Please circle one)	New	Existing
	Corona Residents/Students	Total
Number of clients this program is serving in 2022-23 (current fiscal year):		
Number of clients this program is expected to serve in the 2022-23 fiscal year:		



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

Provide a detailed description of the proposed project explaining precisely what is to be accomplished with the requested funds. What is the primary project goal?



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

Explain how the proposed program relates to the City of Corona's (if any) Strategic Plan and/or City Council Priorities.

(Note: All of the documents will be available at: <https://www.coronaca.gov/>. Please list which goals within the Strategic Plan and/or City Council Priorities the proposed program relates to.)



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

Does the Operating Agency use an evaluation model to calculate program performance measures? Please describe the method(s) that your agency will use to track and report that clients are better off as a result of receiving services.



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

Identify and describe the target population. If the target population includes the participation of students from the Corona-Norco Unified School District (CNUSD), please provide a letter of support and implementation plan prepared in conjunction with a CNUSD administrator.

How will this program be promoted among the target population?

Identify the facility at which the proposed project services will be provided, including hours and days.



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

III. PROGRAM FINANCIAL INFORMATION

Please list the year(s), and amount(s) (if any) of past funding the program/project has received from the City of Corona:

Please list funding the program receives from other sources, including other cities:

Please the following information regarding funding the specific program/project you are proposing.

Categories	Expenditures	Revenues	
		Other Sources	From City
Salaries & Benefits			
Supplies			
Rent			
Communications (phone, postage)			
Travel Expenses			
Insurance			
Other			
TOTAL BUDGET:			



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle

IV. ATTACHMENTS

Please attach the following to your application:

- ☐ Evidence of non-profit status (501-C3), if applicable
- ☐ Evidence of Liability Insurance; amount of \$1,000,000
- ☐ Evidence of Worker's Compensation Insurance
- ☐ Board of Directors roster
- ☐ Copy of the agency's most recent total budget
- ☐ Letter of Support from CNUSD administration (if program involves CNUSD participation)
- ☐ Implementation Plan prepared in conjunction with CNUSD (if program involves CNUSD participation)
- ☐ Memorandum of Understanding (MOU) or contract with agency the services are being provided to or in conjunction with
- ☐ Last (3) years of annual report data of how many Corona residents served

All application packets must be completed, with all attachments, and returned to the City of Corona's Community Services Department by 5:00 p.m., Thursday, March 31, 2022. **Late applications and postmarks will NOT be accepted.**

Submit to:

**City of Corona Community Services Department
ATTN: CBO FUNDING PROGRAM (FY 22-23)
400 S. Vicentia Avenue, Suite 225, Corona, CA 92882**