



AGENDA

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 27, 2016

6:00 P.M. CLOSED SESSION
7:00 P.M. PUBLIC MEETING/PUBLIC HEARING

CIVIC CENTER, CITY COUNCIL CHAMBERS
14000 CITY CENTER DRIVE, CHINO HILLS, CALIFORNIA

This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda unless the City Council makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the City subsequent to the posting of the agenda. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection in the Office of the City Clerk, in the public binder located at the entrance to the Council Chambers, and on the City's website at www.chinohills.org while the meeting is in session. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk at 14000 City Center Drive, Chino Hills, CA during normal business hours.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the start of the meeting to enable the City to make reasonable arrangements. Thank you.

Speaker Cards - Those persons wishing to address the City Council on any matter, whether or not it appears on the agenda, are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. In accordance with the Public Records Act, any information you provide on this form is available to the public. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you. Comments will be limited to three minutes per speaker.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

CITY COUNCIL MEMBERS

ART BENNETT, MAYOR
RAY MARQUEZ, VICE MAYOR
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

KONRADT BARTLAM
CITY MANAGER

MARK D. HENSLEY
CITY ATTORNEY

CHERYL BALZ
CITY CLERK

6:00 P.M. - CALL TO ORDER

1. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items appearing on the Closed Session agenda. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. Comments will be limited to three minutes per speaker.

RECESS INTO CLOSED SESSION

CLOSED SESSION

2. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Anticipated litigation related to Mexican American Legal Defense and Education Fund (MALDEF) demand that the city convert its at-large election system to a district-based electoral system in order to comply with the California Voting Rights Act
3. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - City of Chino Hills v. Jaime Romero, et al. - CIVDS1600573
4. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(4) - Initiation of Litigation, one potential case

7:00 P.M. - CONVENE MEETING / ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Pastor Michael Obadja, Abbalove Church, Chino Hills

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

5. HIGHLIGHTED VOLUNTEERS - Lori and Emil Inarda: Recognition of Lori and Emil Inarda as Highlighted Volunteers of the Quarter, for their volunteer service as members of the Graffiti Abatement Team
6. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council, whether or not the item appears on the agenda, except testimony on Public Hearing items must be provided during those hearings. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Clerk.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR ITEMS 7 THROUGH 19 - *All matters listed on the Consent Calendar are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request the matter to be removed from the Consent Calendar for separate action. Removed consent items will be discussed immediately after the adoption of the balance of the Consent Calendar.*

7. [Approve September 13, 2016 City Council Meeting Minutes](#)
8. [Approve Warrant Registers for period of August 4 through September 7, 2016 in amount of \\$10,739,107.68](#)
9. [Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of August 24 through September 13, 2016](#)
10. [Authorize execution of Amendment No. 1 to Agreement No. A2015-029 with ECS Imaging, Inc. in amount of \\$28,720 for a total not-to-exceed contract amount of \\$96,109 to purchase additional user licenses and maintenance fees](#)
11. [Authorize execution of Professional Services Agreement with National Demographics Corporation in amount not-to-exceed \\$31,000 annually to assist City Council in evaluating California Voting Rights Act requirements and voter districting options](#)
12. [Authorize execution of Professional Services Agreement with Richard Fisher Associates in amount not-to-exceed \\$124,960 to provide landscape plan check and inspection services for the Vila Borba project: Tracts 16413, 16338, and 16414 \(Planning Areas 2-4\)](#)
13. [Authorize execution of Amendment No. 2 to Agreement No. A14-127 with Richard Fisher Associates increasing annual amount by \\$9,130 for total amount not-to-exceed \\$69,130 and extending termination date to June 30, 2017 for landscape plan check and inspection services for Vila Borba Project](#)
14. [Accept donation of \\$50,000 from Chino Hills Community Foundation and approve enhancements for Trail Enhancement Project, approve estimated revenues increase in Community Services fund and appropriations increase in capital outlay of \\$50,000, each for enhancements to City's trails](#)
15. [Appoint Glen Anderson the Chino Hills Community Foundation Board of Directors for term ending May 2020](#)
16. [Authorize publication of unclaimed funds held in RecTrac Household Account for three or more years and authorize monies not claimed within 60 days to become City property and transferred to Community Services Fund](#)

17. [Authorize execution of Maintenance Agreement with Golden State Constructors, Inc., in amount not-to-exceed \\$150,000 annually for on-call concrete repair services](#)
18. [Authorize execution of Mutual Aid Agreements with San Bernardino County Flood Control District and County of San Bernardino in amounts not-to-exceed \\$25,000 per occurrence nor \\$100,000 per fiscal year each, for services rendered for or by the City in event of an emergency](#)
19. [Adopt resolution authorizing execution of Administering Agency-State Master Agreement No. 08-5467F15 with State of California Department of Transportation \(Caltrans\), authorizing the City Manager to execute future program supplement agreements, and Director of Public Works to sign CalTrans' forms related to project administration and grant reimbursement for Federal Aid Projects](#)

DISCUSSION CALENDAR - *This portion of the City Council Agenda is for all matters where staff and public participation is anticipated. Individual audience participation is limited to three minutes. Please complete and submit a speaker card to the City Clerk.*

20. [Approve purchase of provisions and entertainment and authorize appropriations budget transfer from General Fund Reserve in amount of \\$21,200 for the Chino Hills 25th Anniversary event](#)

PUBLIC HEARING - *This portion of the City Council Agenda is for all matters that legally require an opportunity for public input. Individual audience participation is encouraged and is limited to three minutes. Please complete and submit a speaker card to the City Clerk.*

21. [Approve 2015-16 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program](#)

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire (if any)

COUNCIL REPORTS

Chino Valley Unified School District - Mayor Bennett

Omnitrans - Council Member Graham

Water Facilities Authority - Council Member Rogers

COUNCIL COMMENTS

ADJOURN IN MEMORIAM AND IN HOPE: Adjourn in tribute and honor of those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great

ADJOURNMENT:

MINUTES

Item No.: 7

CITY COUNCIL CITY OF CHINO HILLS

SEPTEMBER 13, 2016
REGULAR MEETING

Mayor Bennett called the Meeting of the City Council of the City of Chino Hills to order at 5:30 p.m. and requested the City Clerk to call roll.

PRESENT: COUNCIL MEMBERS: ART BENNETT
RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
BEN MONTGOMERY, DEPUTY CITY MANAGER

PUBLIC COMMENTS

There were no public comments.

RECESS TO CLOSED SESSION

Mayor Bennett declared the meeting recessed at 5:31 p.m. for closed session.

EXISTING LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - City of Chino Hills v. James R. Moe, et. al, San Bernardino County Superior Court Case No. CIVRS1301121

ANTICIPATED LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) - Anticipated litigation related to Mexican American Legal Defense and Education Fund demand that the city convert its at-large election system to a district-based electoral system in order to comply with the California Voting Rights Act

REAL PROPERTY NEGOTIATIONS

Conference with real property negotiators pursuant to Government Section 54956.8, relating to the purchase or lease price/terms of interest in real property located at 14556 Peyton Drive; APN: 1032-221-02; Steve Caballero on behalf of Caballero Ranch and Konradt Bartlam, Negotiators

EXISTING LITIGATION

Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) - City of Chino Hills v. Jaime Romero, et al. - CIVDS1600573

CLOSED SESSION RECESS

Mayor Bennett recessed the Closed Session at 6:30 p.m.

CONVENE REGULAR MEETING AND ROLL CALL

Mayor Bennett called the regular meeting order at 7:00 p.m.

PRESENT: COUNCIL MEMBERS: ART BENNETT
RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
DENISE CATTERN, PUBLIC INFORMATION OFFICER
DARREN GOODMAN, POLICE CHIEF, CHINO HILLS POLICE
JUDY LANCASTER, FINANCE DIRECTOR
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
ALMA HERNANDEZ, SENIOR MANAGEMENT ANALYST
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR
BEN MONTGOMERY, DEPUTY CITY MANAGER
LYNNAE SISEMORE, ASSISTANT CITY CLERK
TIM SHACKELFORD, FIRE CHIEF, CHINO VALLEY FIRE
DEPARTMENT

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Chino Hills resident, Joanne Genis.

INVOCATION

Led by Pastor Lin Wells, Calvary Chapel Chino Hills.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Mark Hensley reported that during Closed Session the City Council by unanimous vote directed the City Attorney's office to hire a consultant to assist the Council in assessing districting options in response to the letter received from the Mexican American Legal Defense and Educational Fund (MALDEF).

PUBLIC COMMENTS

The following residents spoke in opposition to district-based elections in the City of Chino Hills: Rossana Mitchell, Al Matta, Joanne Genis, and Jacob Novikoff.

Pauline Corse, League of Women Voters Representative, invited the public to attend the Chino Valley Unified School District Candidates Forum on Wednesday, September 21, 2016 at 7:00 p.m. at the American Legion Hall in Chino.

Jason Zara, Chino Valley Chamber of Commerce, spoke of upcoming Chamber events in the City.

Jim Gallagher, resident, spoke in opposition to district based elections. He also announced that the Dog Park Memorial Bricks have arrived and that a ceremony to commemorate them will soon follow.

Peter Patel, BAPS Swaminarayan Sanstha, wished Mayor Bennett a happy birthday, and presented him with a piece of cake.

CITY DEPARTMENT BUSINESS

Item numbers A15, regarding the Human Services Program Agreement; A16, regarding the Public Agency Retirement Services (PARS) Agreement; A19, regarding the Measure I Five Year Capital Improvement Program for Fiscal Years 2016-17 through 2020-21; A21, regarding the Safe Routes to School Phase III Project; and A24, regarding turf replacement rebates were pulled for discussion and separate vote.

Motion was made by Council Member Graham and seconded by Council Member Rogers to approve the following items on the Consent Calendar:

MINUTES

The City Council approved the August 9, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of July 7 through August 3, 2016 in the amount of \$5,677,790.59, as presented.

CITY OFFICIAL REPORTS

The City Council received and filed the City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of July 27 through August 23, 2016, as presented.

FINANCIAL REPORTS

The City Council received and filed the Monthly Financial Reports for July 2016.

TREASURER REPORT

The City Council approved the Treasurer's Report for July 2016.

CONFLICT OF INTEREST CODE AMENDMENT

The City Council authorized the preparation of amendments to the Conflict of Interest Code for employees and Commission members for adoption on December 13, 2016.

CLASSIFICATION PLAN AMENDMENT - RESOLUTION ADOPTED

The City Council (1) approved the new job description and classification specifications for the Planning Technician I/II position, and established a salary grade for the position; (2) approved the amendment of the 2016-17 Authorized Positions to remove one Planning Technician I/II Permanent Part-Time position (75%) and add one Planning Technician I/II Full-Time position; (3) authorized an appropriation increase of \$44,600 from the General Fund Unreserved Fund Balance to the Community Development Department Fund; and (4) adopted **Resolution No. 2016R-037**, *of the City Council of the City of Chino Hills amending the classification plan to modify the classification and salary range of Planning Technician to Planning Technician I/II*.

AGREEMENT - CEQA STUDIES - COSTCO GAS STATION RELOCATION AND EXPANSION PROJECT

The City Council authorized the execution of Professional Services Agreement No. A2016-171 with Dudek in amount of \$39,980 for preparation of California Environmental Quality Act (CEQA) documentation and related technical studies for the proposed Costco Gas Station Relocation and Expansion Project located at 13101 and 13111 Peyton Drive.

AGREEMENT - SPECIAL DISTRICT ADMINISTRATIVE SERVICES

The City Council (1) authorized the execution of Professional Services Agreement No. A2016-172 with Willdan Financial Services in the amount not-to-exceed \$110,650 for special district administrative services, for City's Assessment Districts, Community Facilities Districts, Landscape and Lighting Districts, and Special Maintenance Districts for a five year term; and (2) the City Manager to negotiate and execute a Professional Services Agreement in this regard.

AGREEMENT - MULTIFUNCTION COPIERS, PRINTERS, SCANNERS, AND PLOTTER PURCHASE

The City Council (1) approved the appropriation budget amendments as described in the Fiscal Impact of the staff report; (2) authorized the purchase order with Sharp Business Systems in amount of \$314,550 for purchase, configuration and installation of multifunction copiers, (MFP) printers, scanners, and plotter for City Hall, City Yard, Community Center, Community Park, McCoy Equestrian Center, Grand Avenue Park and Sheriff locations; and (3) authorized the City Manager to execute Professional Services Agreement No. A2016-173 with Sharp Business Systems in annual amount not-to-exceed \$61,400 for a five-year print management program for supplies and maintenance of MFP copiers, printers, scanners and plotters.

MEASURE I FIVE YEAR CAPITAL PROJECT NEEDS ANALYSIS - RESOLUTION ADOPTED

The City Council (1) adopted **Resolution No. 2016R-039**, *of the City Council of the City of Chino Hills adopting the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2017-18 through FY 2021-22*; and (2) directed the City Clerk to forward a certified copy of the Resolution with Exhibit A to the San Bernardino Associated Governments (SANBAG).

AGREEMENT AMENDMENT - LANDSCAPE MAINTENANCE - EUCALYPTUS AVENUE AND CHINO HILLS PARKWAY

The City Council authorized execution of Amendment No. 3 to Agreement No. A2014-178 with CLS Landscape Management, Inc. (CLS) to increase annual amount by \$2,438.16 for total amount not-to-exceed \$1,121,062.97 to add the maintenance of median at Eucalyptus Avenue and Chino Hills Parkway.

NOTICE OF COMPLETION - BUTTERFIELD 10-INCH FORCE MAIN RELOCATION PROJECT

The City Council (1) accepted the Butterfield 10-inch Force Main Relocation Project Pine Avenue and Chino Creek by C.P. Construction Co. Inc. as complete; (2) authorized the City Clerk to record the Notice of Completion; (3) authorized the release of retention monies in the amount of \$13,982.50, forty-five days after acceptance of the work by the City Council; (4) authorized the release of any remaining encumbrance after final payment of retention; (5) reduced the amount of the Performance Bond to 15 percent for warranty purposes for a one year period; and (6) authorized the release of the Labor and Materials Bond six months after the project acceptance.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DISCUSSION ITEMS

AGREEMENT - HUMAN SERVICES PROGRAM

Council Member Moran removed this item from the Consent Calendar for a separate vote. She informed the public that the human services program is a great system that is shared between the City of Chino and Chino Hills to benefit children and families in need.

Ted Bistarkey, Chino Community Services Manager, thanked Council for their continued support and collaboration with the program. He said that City staff takes pride in offering assistance to families that need help with counseling and education and leadership skills, along with other types of resources.

Liz Lara, Chino Valley Unified School District Program Technician, said the partnership with Human Services enables the cities and the school district to help families with counseling services and other resources. She said the program grows each year and helps families to be healthy.

Following discussion, a motion was made by Council Member Moran and seconded by Council Member Rogers to authorize the execution of Agreement No. 2016-174 with the City of Chino in an amount not-to-exceed \$125,863 for the human services program through June 30, 2017.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PROGRAM - RESOLUTION ADOPTED

Vice Mayor Marquez removed this item from the Consent Calendar for a separate vote. He asked staff to explain the costs and savings of the Capital Improvement Program project pertaining to the Pine Avenue Extension off of the 71 freeway. Public Works Director Majaj stated that the Pine Avenue Extension is led by the City of Chino since the majority of the project lies within their boundaries. He said the City of Chino is uncertain of the overall costs, and that the City of Chino Hills portion of the project is \$4.2 million, which is roughly 16% of the project. Director Majaj said there will be a better idea of costs involved once a preliminary design is complete.

Following discussion, a motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to (1) adopt **Resolution No. 2016R-038 of the City Council of the City of Chino Hills adopting the Measure I Five-Year Capital Improvement Program for Fiscal Years 2016-17 through FY 2020-21**; and (2) directed the City Clerk to forward a certified copy of the Resolution with Exhibit A and Expenditures Strategy to the San Bernardino Associated Governments (SANBAG).

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

AGREEMENT - POST-EMPLOYMENT BENEFITS TRUST PROGRAM

Council Member Graham removed this item from the Consent Calendar for a separate vote. He asked staff for clarification regarding the transfer of \$5,000,000 to the Public Agency Retirement Services (PARS) once it is established. City Manager Bartlam replied that the \$5,000,000 is part of the City's unrestricted reserves, and it helps the City correct the books in terms of unfunded liability. He said that it will show that the City is moving forward to reducing their unfunded liability, and will allow the City to invest those funds in securities that provide a better rate of return.

Following discussion, a motion was made by Council Member Graham and seconded by Vice Mayor Marquez to (1) adopt **Resolution No. 2016R-040**, *of the City Council of the City of Chino Hills approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services*, and appointing the City Manager or his Successor or his designee as the City's Plan Administrator for the program, and authorizing him to execute all documents to implement the program, including Agreement No. A2016-175 with the Public Agency Retirement Services (PARS); and (2) authorized the transfer of \$5,000,000 to PARS Post-Employment Benefits Trust Program once established.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PLANS AND SPECIFICATIONS - LOS SERRANOS IMPROVEMENTS - SAFE ROUTES TO SCHOOL PHASE III PROJECT

Vice Mayor Marquez removed this item from the Consent Calendar for a separate vote and asked staff to elaborate on the lighting costs of the Los Serranos Improvement project. Public Works Director Majaj said this project has received numerous improvements in the last few years. He said so far the City has improved \$8.2 million of sidewalks, road widening, storm drain improvements, street lighting and so forth. He stated that \$2.1 million dollars of work is currently in progress, and that \$1.7 million of sidewalk work will be advertised in January 2017.

Following discussion, a motion was made by Vice Mayor Marquez and seconded by Council Member Rogers to (1) approve the plans and specifications of construction of the Los Serranos Infrastructure Improvements - Safe Routes to School Phase III project; and (2) authorized staff to solicit bids for construction.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

TURF REMOVABLE REBATE PROGRAM - PHASE III

Vice Mayor Marquez, and Council Members Graham, Rogers and Moran removed this item from the Consent Calendar for a separate vote.

Council Member Rogers asked staff for a staff report and congratulated the Public Works department for being proactive more than most Southern California cities. Public Works Director Majaj briefed the Council on the staff report which is on file in the City Clerk's Office. He said that there are two phases of turf replacement projects over the past couple of years through the Metropolitan Water District and the Inland Empire Utilities Agency's (IEAU). He stated that Phase III will consist of eight projects with almost 700,000 square feet.

Following discussion, a motion was made by Council Member Graham and seconded by Council Member Rogers to (1) increase revenue funding in the Parks and Landscape General Fund in the amount of \$314,000 for Metropolitan Water District's and Inland Empire Utilities Agency's turf replacement - Phase III rebates; and (2) authorize the appropriation of funds in the amount of \$314,000 to the Parks and Landscape General Fund Capital Outlay.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC HEARING

MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND SITE PLAN REVIEW 15SPR01 - RESOLUTION ADOPTED

City Attorney Hensley announced that the fee that was assessed on Fairfield Ranch Road to the Indus Development was to the benefit of BAPS. He said since the recent Planning Commission meeting there has been a settlement agreement entered into between BAPS and the developer, Indus. He stated that Indus agreed to pay \$610,000 as part of that fee, and if Council approves that settlement agreement and concurrently conditions the project for the developer to pay the \$610,000 then there would be a three way settlement between the City, BAPS, and Indus and then all the parties will be released. Lastly, he said the only way the agreement would not proceed is if the development did not ensue.

Mayor Bennett opened the public hearing and inquired if anyone wished to address the City Council on the matter.

Ronak Patel, BAPS, confirmed that the settlement agreement between the City, Indus, and Newcastle Partners, Inc. has been signed.

Jackson Smith, Indus representative, affirmatively agreed that the parties reached a settlement.

Mayor Bennett closed the public hearing.

Following discussion, a motion was made by Council Member Graham, seconded by Council Member Rogers to adopt **Resolution No. 2016R-041**, of the City Council of the City of Chino Hills adopting the Mitigated Negative Declaration, Mitigation Measures and Mitigation Monitoring and Reporting Program under the California Environmental Quality Act for Site Plan Review 15SPR01; and approving Site Plan Review 15SPR01 to allow the development of a 100,330 square foot Light Industrial building on a 4.87-acre vacant site located at the Northeast Corner of Fairfield Ranch Road and Red Barn Court.

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC INFORMATION OFFICER REPORT

Denise Cattern, Public Information Officer (PIO), announced that there will be an Emergency Preparedness Workshop on Thursday, September 15, 2016 at 7:00 p.m. at the Chino Hills Community Center. PIO Cattern announced the Chino Hills Day at the Fair on Friday, September 23, 2016. She said that residents can purchase their tickets online for \$5.00 through the City's website at: www.chinohills.org/fair. She stated that over 5,000 Chino Hills students will visit the fair on a field trip paid for by donations to the Yellow Bus program. PIO Cattern also mentioned that the Chino Hills Community Heroes will be honored at the Fair ceremony and will serve as the Grand Marshals of the parade. Lastly, PIO Cattern announced the Chino Valley Chamber of Commerce Business Expo that will be held on October 22, 2016 from 10:00 a.m. to 3:00 p.m. at The Shoppes at Chino Hills. She said that the Chino Valley Chamber of Commerce Business Expo provides local businesses with the opportunity to showcase their products and services. For more information about the Expo visit the Chino Valley Chamber of Commerce's website at: www.chinovalleychamber.com/business-expo or call (909) 627-6177.

SAFETY UPDATES - Police and Fire

Police: Police Chief Goodman stated that the men and women of the Sheriff's Department work diligently to provide safety to the community. He also commended the City of Torrance that cleared a huge burglary with the Sheriff's Department.

Fire: Fire Chief Shackelford announced that the Chino Valley Fire District's meeting will be held at their headquarters on September 14, 2016 at 6:00 p.m. He said that their State of the Fire meeting will be held on September 23, 2016 and that their Open House is scheduled for Saturday, October 8, 2016 from 10:00 a.m. to 3:00 p.m.

Council Member Rogers inquired about the active enforcement along Carbon Canyon Road. Police Chief Goodman replied that there are sporadic efforts in providing safety along Carbon Canyon Road. He said that 46 citations have been issued, one Driving Under the Influence (DUI) case, and a few other misdemeanors such as crossing over double yellow lines. He also mentioned that there is extra enforcement around schools to discourage drivers from double parking and other unsafe issues.

COUNCIL REPORTS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Mayor Bennett attended the meeting of the Chino Valley Unified School District and stated that the last couple of meetings were about the new school year, and upcoming special meetings relating to the \$750 million dollar bond issues.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Vice Mayor Marquez attended the Southern California Association of Governments meeting on September 1, 2016 with guest speaker Dr. Lucy Jones who spoke about earthquakes and preparedness. He said that he will be attending the Los Angeles rig touring on September 21, 2016.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Council Member Graham attended the San Bernardino Associated Governments meeting about the future of the Air Quality Management District (AQMD) instituting more regulations on businesses. He said that there will be strict updates to the equipment standards, which are supposedly more expensive.

CHINO BASIN DESALTER AUTHORITY

Council Member Rogers attended the Chino Basin Desalter Authority and discussed the Phase III expansion, and that the Cities of Chino and Chino Hills are currently in the Desalter Phase II expansion.

CHINO HILLS COMMUNITY FOUNDATION

Council Member Rogers attended the Chino Hills Community Foundation meeting and met with Glen Anderson who will become a newly appointed Community Foundation member. He said that the Community Foundation welcomed Spencer Bogner. Council Member Rogers said that the Community Foundation approved a donor recognition policy, and that the annual home tours may be postponed for a year or two depending on the time of year the tour is conducted, holiday versus the spring time. Lastly, he said that the Community Foundation proposed hosting another jazz and blues festival at the Big League Sports Park.

COUNCIL COMMENTS

Rogers: Council Member Rogers attended the Let It Be Foundation 10 year Anniversary event, and commended the Foundation for their partnership with the Chino Valley School District. He said that they provide a mentoring program to teach children how to work in the community and also assist with other life threatening illnesses. He announced that tickets are on sale for the October 8, 2016 Wine Walk Fundraiser hosted by the Chino Hills Community Foundation. He said that the event raised \$60,000 last year and that the funds go back to the community. Council Member

Rogers stated that Carbon Canyon Road has a significant amount of trash along the road and the signs seem faded and asked staff to follow up with Caltrans. He inquired about the electric car stations surrounding City facilities. City Manager Bartlam replied that there are currently two charging stations at the Civic Center, and that three more stations will be installed at the Community Center. He said that the City is researching grants for other public facilities. Public Works Director Majaj stated that adoption of fees for the charging stations will soon come forth to Council.

Graham: Council Member Graham thanked all of the public speakers that spoke about district based elections. He said that the City is hiring a consultant to review the districting concerns to gather more information to provide to the public in the near future.

Moran: Council Member Moran inquired about adjusting the timing of a new signal on Butterfield Ranch Road. She also asked about what will transpire at the empty lot at Ramona Avenue and the 71 Freeway. City Manager Bartlam said that lot was proposed for a service station and the lot is privately owned and is zoned for commercial use. He also mentioned that the current sign at the lot was illegally erected. Council Member Moran inquired about the use of parking lots hours for parks. City Manager Bartlam stated that every park has the hours of dusk to dawn, and if someone is parked in a lot after dark then they are liable to get ticketed. Council Member Moran announced that every year on January 1st Healthy Hills will be conducting a hike in conjunction with the California State Parks. She attended a Small Business and Local Advisory Group and discussed matters that are affected by AQMD. Council Member Moran attended a Cancer Walk in Santa Barbara where inmates raised \$10,000. Lastly, she said that Chino Hills tests low for West Nile, and encouraged everyone to take precaution measures against mosquitos.

Marquez: Vice Mayor Marquez attended a Hydroelectric tour that demonstrated how power generated using water pressure can produce a lot of electricity. He asked staff to elaborate about the City of Industry entering into an agreement to purchase Tres Hermanos property. Finance Director Lancaster replied that the City of Industry's September 8th agenda showed that the City of Industry's Successor Agency will be purchasing the Tres Hermanos property for approximately \$41,000,000. Vice Mayor Marquez publically apologized to the Fire Chief for not making the last September 11th event.

Bennett: Mayor Bennett asked the City Manager to research the Tres Hernamos property purchase and to report back to the members of the Chino Hills Tres Hermanos Conservation Authority's members about the findings. Mayor Bennett recognized members in the audience Sara Evinger and Mike Kreeger of the Chino Valley Unified School District Board member James Na. He asked a student from the audience to come up to the podium and state why he is attending a Council meeting.

Aaron, Chino High Student, stated that he was attending the Chino Hills City Council meeting for Boy Scout Merit Badge purposes.

Mayor Bennett thanked Fire Chief Shackelford for the memorable September 11th ceremony. Lastly, he reminded the public that schools are now in session and to be cautious of major foot traffic.

ADJOURN IN MEMORIAM:

Mayor Bennett adjourned the meeting in memory of His Holiness Pramukh Swami Maharaj, Spiritual Head of BAPS Swaminarayan Sanstha and the creator of Akshardham, who passed away at the age of 94 on August 13, 2016; in memory of the passing of long-time resident and community volunteer Howard L. Vogler; and in memory of the passing of Chino Hills resident, Mary Rose Rabinek.

ADJOURNMENT

Mayor Bennett adjourned at 8:20 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: 8



Meeting Date: September 27, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

SEPTEMBER 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS
ISSUED FOR THE PERIOD AUGUST 4, 2016 – SEPTEMBER 7, 2016,
IN AN AMOUNT OF \$10,739,107.68

RECOMMENDATION:

Approve the attached Warrant Registers for the time period mentioned above.

BACKGROUND/ANALYSIS:

The Warrant Registers are listings of all payments made by the City of Chino Hills during a given period of time, exclusive of personnel costs. Warrant Registers and Wire Transfers listing reflecting payments over \$25,000 or those referred by the Finance Committee are regularly submitted for City Council's review and approval as an agenda item at each City Council meeting. During the period of August 4, 2016, to September 7, 2016, payments in excess of \$25,000 have been issued totaling \$10,739,107.68.

The Warrant Register is reviewed by the Finance Committee prior to the City Council meeting.

FISCAL IMPACT:

The cash held by the City's various funds, including the General Fund, is reduced as a result of paying the City's authorized expenditure requests.

Respectfully submitted,


FINANCE COMMITTEE



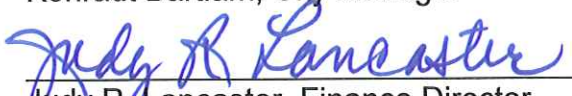
Mayor Art Bennett



Council Member Peter Rogers



Konradt Bartlam, City Manager



Judy R. Lancaster, Finance Director

ITEMS EXCEEDING \$25,000.00

PREPARED 08/08/2016,11:37:10
 PROGRAM: GM339L
 CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0001182	00	CITY OF CHINO						
4229		PI0529 160596	00	08/10/2016	003-0900-888.31-90	CONTRACT SERVICES	57,154.50	
						VENDOR TOTAL *	57,154.50	
0000409	00	INLAND EMPIRE UTILITIES AGENCY						
90018488		000431	00	08/10/2016	500-8113-888.60-14	RECYCLED WATER CHG:JUN'16	76,811.00	
90018482		000432	00	08/10/2016	500-8113-888.60-16	BASIN RECHARGE:JUN'16	42,589.57	
						VENDOR TOTAL *	119,400.57	
0000338	00	INLAND VALLEY HUMANE SOCIETY						
42500-10/JUL'16		PI0668 170371	00	08/10/2016	001-0300-888.31-73	GENERAL SERVICES	12,729.00	
42500-10/AUG'16		PI0671 170371	00	08/10/2016	001-0300-888.31-73	GENERAL SERVICES	12,729.00	
						VENDOR TOTAL *	25,458.00	
0000936	00	S.B.COUNTY FLOOD CONTROL DISTRICT						
FC 003/17		000468	00	08/10/2016	001-8121-888.79-85	WATER/SEWER SERVICES	41,966.50	
FC 003/17		000466	00	08/10/2016	500-8121-888.79-85	WATER/SEWER SERVICES	8,393.30	
FC 003/17		000467	00	08/10/2016	501-8121-888.79-85	WATER/SEWER SERVICES	33,573.20	
						VENDOR TOTAL *	83,933.00	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.						
15843/FY 16-17		000469	00	08/10/2016	001-6000-888.30-90	CAL-ID ASSESSMENT FEE	91,563.28	
						VENDOR TOTAL *	91,563.28	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.						
2264088808/AUG6000526			00	08/10/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	79.83	
2294794276/JUL6000532			00	08/10/2016	010-8300-888.60-20	ELECTRIC/STREET LITE BILL	56.12	
2294794276/JUL6000533			00	08/10/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	37.51	
2307466300/JUL6000536			00	08/10/2016	010-8300-888.60-15	ELECTRIC/STREET LITE BILL	35.34	
2264093147/JUL6000527			00	08/10/2016	031-8400-888.60-15	ELECTRIC/STREET LITE BILL	600.63	
2264093386/JUL6000528			00	08/10/2016	040-8400-888.60-15	ELECTRIC/STREET LITE BILL	919.18	
2264093865/AUG6000529			00	08/10/2016	040-8400-888.60-20	ELECTRIC/STREET LITE BILL	7,384.32	
2264095019/AUG6000530			00	08/10/2016	045-8400-888.60-15	ELECTRIC/STREET LITE BILL	2,953.22	
2013942867/AUG6000519			00	08/10/2016	050-8400-888.60-15	ELECTRIC/STREET LITE BILL	74.35	
2013945662/AUG6000520			00	08/10/2016	061-8400-888.60-15	ELECTRIC/STREET LITE BILL	52.45	
2013945662/AUG6000521			00	08/10/2016	061-8400-888.60-20	ELECTRIC/STREET LITE BILL	312.14	
2013945662/AUG6000522			00	08/10/2016	061-8400-888.60-20	ELECTRIC/STREET LITE BILL	312.14	
2013945761/AUG6000523			00	08/10/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,362.49	
2294794276/JUL6000534			00	08/10/2016	071-8400-888.60-15	ELECTRIC/STREET LITE BILL	24.57	
2305134926/JUL6000535			00	08/10/2016	073-8400-888.60-15	ELECTRIC/STREET LITE BILL	138.20	
2013941695/AUG6000518			00	08/10/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	1,029.65	
2294794276/JUL6000531			00	08/10/2016	121-8400-888.60-15	ELECTRIC/STREET LITE BILL	26.49	
2013946736/AUG6000524			00	08/10/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	71,412.54	
2336772124/JUL6000537			00	08/10/2016	500-8113-888.60-25	ELECTRIC/STREET LITE BILL	26.24	
2236516498/AUG6000525			00	08/10/2016	501-8120-888.60-15	ELECTRIC/STREET LITE BILL	1,401.72	
						VENDOR TOTAL *	88,239.13	
						TOTAL EXPENDITURES ****	465,748.48	
						GRAND TOTAL *****		465,748.48

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004170	00	CLS LANDSCAPE MANAGEMENT, INC.						
197184	PI0678	170350	00	08/17/2016	001-8400-888.50-10	LANDSCAPE SERVICES	8,411.12	
197800	PI0691	170349	00	08/17/2016	001-8400-888.50-10	LANDSCAPE SERVICES	1,109.30	
197184	PI0679	170350	00	08/17/2016	031-8400-888.50-10	LANDSCAPE SERVICES	2,236.87	
197184	PI0680	170350	00	08/17/2016	045-8400-888.50-10	LANDSCAPE SERVICES	46,873.75	
197184	PI0681	170350	00	08/17/2016	050-8400-888.50-10	LANDSCAPE SERVICES	6,705.10	
197184	PI0682	170350	00	08/17/2016	061-8400-888.50-10	LANDSCAPE SERVICES	2,505.36	
197184	PI0683	170350	00	08/17/2016	071-8400-888.50-10	LANDSCAPE SERVICES	24,989.43	
197184	PI0684	170350	00	08/17/2016	073-8400-888.50-10	LANDSCAPE SERVICES	5,139.61	
197184	PI0685	170350	00	08/17/2016	123-8400-888.50-10	LANDSCAPE SERVICES	65.11	
197184	PI0686	170350	00	08/17/2016	124-8400-888.50-10	LANDSCAPE SERVICES	653.40	
197185	PI0687	170350	00	08/17/2016	659-8400-888.50-10	LANDSCAPE SERVICES	4,747.00	
VENDOR TOTAL *							103,436.05	
0000478	00	MONTE VISTA WATER DISTRICT						
CH 2017-01	000690		00	08/17/2016	500-8113-888.60-10	WATER DELIVERIES:JUL'16	555,516.00	
VENDOR TOTAL *							555,516.00	
0003906	00	REPUBLIC WASTE SVCS OF SO. CALIF.						
M/O JUL'16	000641		00	08/17/2016	001-0000-388.20-15	AB939 ADMIN FEE:GENRL FND	6,609.99-	
M/O JUL'16	000642		00	08/17/2016	001-0000-303.20-04	FRANCHISE TAX:SOLID WASTE	37,771.38-	
M/O JUL'16	000639		00	08/17/2016	500-0000-388.20-20	BILLING FEE:WATER UTILITY	4,165.96-	
M/O JUL'16	000640		00	08/17/2016	501-0000-388.20-20	BILLING FEE:SEWER UTILITY	1,388.65-	
M/O JUL'16	000638		00	08/17/2016	504-8500-888.31-40	REFUSE CONTRACT SERVICES	377,713.75	
VENDOR TOTAL *							327,777.77	
0005226	00	REYNOLDS BUICK/PONTIAC/GMC TRUCKS						
G16-0668	PI0676	160584	00	08/17/2016	501-8120-888.80-60	VEHICLES	10,018.75	
G16-0668	PI0677	160584	00	08/17/2016	551-8200-888.80-60	VEHICLES	33,703.00	
VENDOR TOTAL *							43,721.75	
0002292	00	S.B.COUNTY FIRE DEPARTMENT						
CHH117CC/1STQTR000649			00	08/17/2016	001-8500-888.31-90	HOUSEHOLD HZRD WASTE FEES	25,665.50	
VENDOR TOTAL *							25,665.50	
0000608	00	SBCERA						
PP 17/16	PR0817		00	08/17/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	264.88	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	145,087.50	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	15,365.08	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-10	NON-RFNDL GEN MBR CONTRB	22,342.42	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	9,031.26	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	4,859.49	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	3,300.71	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	10,215.88	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	264.88	
PP 17/16	PR0817		00	08/17/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
VENDOR TOTAL *							210,950.48	
0002135	00	VANTAGEPOINT TRSFR AGNT 304182 (457)						
PP 17/16	PR0817		00	08/17/2016	575-0000-216.38-00	DEFERRED COMP:ICMA	22,292.75	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002135	00	VANTAGEPOINT	TRSF	AGNT	304182(457)			
PP 17/16		PR0817	00	08/17/2016	575-0000-216.38-00	DEFERRED COMP:ICMA MATCH	2,912.50	
						VENDOR TOTAL *	25,205.25	
0000506	00	WATER FACILITIES AUTHORITY						
16-77		000686	00	08/17/2016	500-8113-888.60-10	CAPITAL IMPROVMNT FY15/16	1,922.23	
16-82		000687	00	08/17/2016	500-8113-888.60-11	CAPITAL REPLACMNT FY15/16	2,472.72	
17-02		000691	00	08/17/2016	500-8113-888.60-10	WATER DELIVERIES:JUL'16	131,084.00	
17-02		000692	00	08/17/2016	500-8113-888.60-11	WATER DELIVERIES:JUL'16	37,427.20	
						VENDOR TOTAL *	172,906.15	
						TOTAL EXPENDITURES ****	1,465,178.95	
						GRAND TOTAL *****		1,465,178.95

ITEMS EXCEEDING \$25,000.00

PREPARED 08/19/2016,11:00:05
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CITY OF CHINO HILLS

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004420	00	ATHENS SERVICES									
2310174		PI0978 160282	00	08/24/2016				033-8300-888.51-11	ROAD SERVICES	19,804.50	
2206620-REPLACE	000844		00	08/24/2016				033-8300-888.51-11	ROAD SERVICES	19,804.50	
VENDOR TOTAL *										39,609.00	
0007292	00	RICH CONSTRUCTION, INC.									
04/RETENTION	000810	160598	00	08/24/2016				399-0000-228.20-00	FINAL RETENTION PAYMENT	42,877.37	
VENDOR TOTAL *										42,877.37	
0000245	00	SOUTHERN CALIFORNIA EDISON CO.									
2306001645/AUG6000853			00	08/24/2016				001-2510-888.60-15	ELECTRIC/STREET LITE BILL	15,449.74	
2308456300/AUG6000854			00	08/24/2016				001-2510-888.60-15	ELECTRIC/STREET LITE BILL	1,761.42	
2264087800/AUG6000846			00	08/24/2016				001-8400-888.60-15	ELECTRIC/STREET LITE BILL	3,574.06	
2264100116/AUG6000847			00	08/24/2016				010-8300-888.60-20	ELECTRIC/STREET LITE BILL	362.06	
2264137902/AUG6000851			00	08/24/2016				010-8300-888.60-20	ELECTRIC/STREET LITE BILL	1,272.22	
2264100116/AUG6000848			00	08/24/2016				045-8400-888.60-20	ELECTRIC/STREET LITE BILL	14,647.60	
2264135732/AUG6000849			00	08/24/2016				071-8400-888.60-15	ELECTRIC/STREET LITE BILL	24.44	
2264135732/AUG6000850			00	08/24/2016				071-8400-888.60-20	ELECTRIC/STREET LITE BILL	10,630.18	
2264137902/AUG6000852			00	08/24/2016				121-8400-888.60-20	ELECTRIC/STREET LITE BILL	5,346.78	
VENDOR TOTAL *										53,068.50	
0007442	00	WOODBRIIDGE PACIFIC GROUP									
01A	000839		00	08/24/2016				399-7100-888.84-50	CYN HILLS PMP STA UPGRADE	23,039.66	
01A	000840		00	08/24/2016				399-7100-888.82-10	CYN HILLS PMP STA UPGRADE	23,039.65	
VENDOR TOTAL *										46,079.31	
TOTAL EXPENDITURES ****										181,634.18	
GRAND TOTAL *****											181,634.18

ITEMS EXCEEDING \$25,000.00

PREPARED 08/29/2016,10:45:24
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CITY OF CHINO HILLS

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002903	00	CALIFORNIA PUBLIC EMPLOYEES'						
2100/SEP'16	000857		00	08/31/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	299.38	
2100/SEP'16	000864		00	08/31/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM	271.92	
2100/SEP'16	000867		00	08/31/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	1,108.56	
2100/SEP'16	000869		00	08/31/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
2100/SEP'16	000872		00	08/31/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
2100/SEP'16	000856		00	08/31/2016	001-1200-888.30-90	CALPERS INSURANCE PREMIUM	295.80	
2100/SEP'16	000868		00	08/31/2016	001-1200-888.15-40	CALPERS INSURANCE PREMIUM	1,087.66	
2100/SEP'16	000858		00	08/31/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	149.69	
2100/SEP'16	000865		00	08/31/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM	135.96	
2100/SEP'16	000859		00	08/31/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	149.68	
2100/SEP'16	000866		00	08/31/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM	135.95	
2100/SEP'16	000873		00	08/31/2016	001-2200-888.10-10	CALPERS INSURANCE PREMIUM	543.83	
2100/SEP'16	000870		00	08/31/2016	001-2510-888.15-40	CALPERS INSURANCE PREMIUM	652.60	
2100/SEP'16	000862		00	08/31/2016	003-0900-888.15-40	CALPERS INSURANCE PREMIUM	543.83	
2100/SEP'16	000861		00	08/31/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	297.23	
2100/SEP'16	000863		00	08/31/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM	594.46	
2100/SEP'16	000860		00	08/31/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	566.53	
2100/SEP'16	000871		00	08/31/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM	435.06	
2100/SEP'16	000855		00	08/31/2016	575-0000-217.10-00	CALPERS INSURANCE PREMIUM	87,062.59	
						VENDOR TOTAL *	95,715.62	
0005423	00	CP CONSTRUCTION CO., INC.						
01/15570	PI1119	160712	00	08/31/2016	399-7100-888.82-10	CONSTRUCTION SERVICES	223,687.00	
						VENDOR TOTAL *	223,687.00	
0000409	00	INLAND EMPIRE UTILITIES AGENCY						
90018581	000955		00	08/31/2016	009-0000-223.20-00	SUPPLEMENTAL CAPITAL CALL	865,248.00	
						VENDOR TOTAL *	865,248.00	
0000608	00	SBCERA						
PP 18/16	PR0831		00	08/31/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE	263.16	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1	116,324.43	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2	15,463.50	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-10	NON-RFNDL GEN MBR CONTRB	18,172.93	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN	7,190.10	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2	4,890.62	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT	2,450.91	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB	7,802.37	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER	263.16	
PP 18/16	PR0831		00	08/31/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT	218.38	
						VENDOR TOTAL *	173,039.56	
						TOTAL EXPENDITURES ****	1,357,690.18	
						GRAND TOTAL *****	1,357,690.18	

ITEMS EXCEEDING \$25,000.00

PREPARED 09/06/2016,10:18:59
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 09/07/2016 PAYMENT DATE: 09/07/2016

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000409	00	INLAND EMPIRE UTILITIES AGENCY						
90018642		001038	00	09/07/2016	500-8113-888.31-90	VOLUMETRIC FLOW CHARGES	1,543.68	
90018640		001037	00	09/07/2016	501-8120-888.31-65	EDU/OPERATIONS&MAINT:JUL6	411,781.47	
						VENDOR TOTAL *	413,325.15	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.						
15878/SEP'16		001051	00	09/07/2016	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT	1,128,982.00	
						VENDOR TOTAL *	1,128,982.00	
						TOTAL EXPENDITURES ****	1,542,307.15	
						GRAND TOTAL *****		1,542,307.15

Outgoing Wire Transfers Over \$25,000

From 8/4/16 to 9/7/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	8/10/2016	575-0000-218-1000	P/R Tax Transfer - Federal	60,427.99
Federal EFTPS	8/24/2016	575-0000-218-2000	P/R Tax Transfer - Federal	70,519.15
Federal EFTPS	9/7/2016	575-0000-218-1000	P/R Tax Transfer - Federal	49,757.26
Vendor Total *				180,704.40
U. S. Bank	8/24/2016	627-5100-888-7015	Debt Service Pmt-CFD 1- Series B	188,533.19
U. S. Bank	8/24/2016	698-5100-888-7015	Debt Service Pmt-CFD 2- Series B	1,497,532.39
U. S. Bank	8/31/2016	698-5100-888-7015	Debt Service Pmt-CFD 2- Series C	157,625.01
U. S. Bank	8/24/2016	640-5100-888-7015	Debt Service Pmt-CFD 5- Series B	1,153,330.70
U. S. Bank	8/31/2016	640-5100-888-7015	Debt Service Pmt-CFD 5- SeriesC	584,815.63
U. S. Bank	8/24/2016	644-5100-888-7015	Debt Service Pmt-CFD 6	177,604.28
U. S. Bank	8/24/2016	657-5100-888-7015	Debt Service Pmt-CFD 9	535,765.63
U. S. Bank	8/24/2016	658-5100-888-7015	Debt Service Pmt-CFD 10	715,275.01
U. S. Bank	8/30/2016	699-5200-888-7015	Debt Service Pmt-RAD 10-1	535,362.50
Vendor Total *				5,545,844.34
Grand Total Transfers Over \$25,000 *****				5,726,548.74

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 9

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OFFICIAL REPORTS

RECOMMENDATION:

Receive and file pursuant to the City's Travel, Training and Meetings Reimbursement Policy City Official Reports.

BACKGROUND/ANALYSIS:

In accordance with Government Code Section 53232.2 and 53232.3, implementing Assembly Bill 1234 (AB 1234) effective January 1, 2006, the City's Travel, Training and Meetings Policy was amended to reflect those changes. The City Official Report provides a brief report regarding the purpose and subject matter of meetings for the period through September 13, 2016.

REVIEW BY OTHERS:

The report format has been reviewed by the City Attorney.

FISCAL IMPACT:

Travel, Training and Meeting expenses are included within the City's adopted budget for Fiscal Year 2016/2017.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CC § 15378 (b)(4-5)).

Recommended by,



Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT
CITY OF CHINO HILLS
COUNCIL MEETING DATE: 09/27/16
PERIOD TO COVER: 08/24/16 – 09/13/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
09/08/16	City of Chino Hills	BIA Baldy View Education Summit 2016	C. Moran, Council Member	Conference

*Details on expenses are maintained in the Finance Department.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 10

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 21, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: INFORMATION MANAGEMENT SOFTWARE AND CONSULTING SERVICES

RECOMMENDATION:

1. Approve Appropriation Amendment in the amount of \$6,800 as specified in the Fiscal Impact Section of the staff report.
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. A2015-029 with ECS Imaging, Inc., in amount of \$28,720 for a total not-to-exceed contract amount of \$96,109 (includes 2016-17 maintenance fees) to purchase additional user licenses and maintenance fees as appropriate.

BACKGROUND/ANALYSIS: On January 13, 2015, the City purchased the Laserfiche Document Imaging System from ECS Imaging, Inc., as a replacement to the OnBase Software Product as it no longer suited the City's needs. The City Clerk, Community Development, Engineering and Finance Departments are utilizing the software to scan and store documents within the Laserfiche Program. All City employees are able to search and retrieve the scanned information from any computer within the organization with the goal to expand the search and retrieve feature to the public.

As part of the 2016-17 Budget process, the City Council authorized additional funds in the amount of \$22,005 to upgrade the number of existing Full User Licenses from 5 to 15 and Weblink read-only licenses from 10 to 25. The increase in licenses will allow for public use of the system to search and retrieve City records. At that time the request for additional funds did not include the annual maintenance fees for the additional licenses, therefore an additional \$6,800 is needed.

REVIEW BY OTHERS: This item has been reviewed by the Finance Director, Information Technology Manager, and the Contract Compliance Officer.

FISCAL IMPACT:

This project will be funded within the Information Technology Fund (I.T. Fund) with \$22,005 being funded from existing funds in the adopted FY 2016/17 budget. The remainder of \$6,800 will be reimbursed by the various benefiting cost centers. The recommended budget amendments are as follows:

Increase estimated revenues in the I.T. Fund	\$ 6,800
Increase appropriation in the I.T. Fund	<u>(\$ 6,800)</u>
Net impact in the I.T. Fund	\$ 0

Increase appropriation for I.T. charges in the following:

City Clerk	(\$ 400)
City Manager	(\$ 700)
Engineering	(\$ 600)
Finance	(\$ 900)
Public Works	(\$ 800)
Total Decrease in the General Fund Reserves	(\$ 3,400)


Community Development Fund	(\$ 1,000)
Community Services Fund	(\$ 1,600)
Sewer Utility Fund	(\$ 200)
Water – Utility Billing Customer Service	(\$ 200)
Water Utility Fund	<u>(\$ 300)</u>
Total Decrease in Other Funds Reserves	(\$ 6,800)

Total Decrease in Reserves for I.T. Charges	(\$ 6,800)
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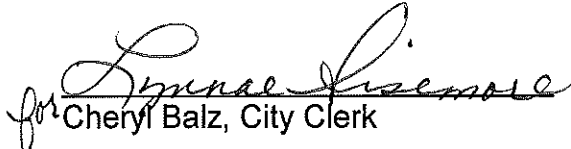
ENVIRONMENTAL (CEQA) REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15278 and is therefore exempt from CEQA as it is an administrative change that will not result in any direct or indirect physical change in the environment.

Respectfully submitted,


 Konradt Bartlam, City Manager

Recommended by:


 for Cheryl Balz, City Clerk

Attachment: Amendment Agreement

CITY OF CHINO HILLS

**AMENDMENT NO. 1 TO AGREEMENT NO. A2015-029
BETWEEN THE CITY OF CHINO HILLS AND
ECS IMAGING, INC.**

THIS AMENDMENT No. 1 to Agreement No. A2015-029, dated January 13, 2015, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and ECS Imaging, Inc. hereinafter called "Consultant".

Amend Agreement A2015-029 as follows:

1. Increase the Agreement not-to-exceed amount by \$28,720 as follows:

Original Agreement:	\$ 57,929
2016-17 Annual Maintenance:	\$ 9460
Amendment No. 1	<u>\$ 28,720</u>

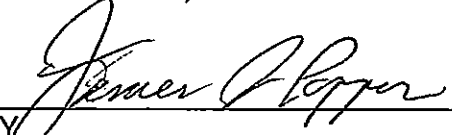
Total Revised Contract (not-to-exceed): \$ 96,109

2. Replace Exhibit A with New Exhibit A to add additional software and adjust maintenance fees.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 1 to Agreement No. A2015-029 to be subscribed by its duly authorized officers, on its behalf, on September 27, 2016 and the said party of the second part has signed this Agreement.

ECS IMAGING, INC.

BY 

James F. Pappas
NAME

CEO
TITLE

CITY OF CHINO HILLS

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY



Q3 2015 V11

Quote Type Avante

Quotation For

Name: Matt Jesler
 Title: IT Manager
 Company: City of Chino Hills
 Address: 1400 City Center Drive Chino Hills, CA 91709
 Phone: 909-364-2643
 E-mail: mjesler@chinohills.org

Quote Info

Date: 9/8/2016
 Quote Number: 88766
 Valid Through: 10/6/2016
 Terms: Net 20
 Account Manager: Andrew Albers
 Phone: 951-202-2184
 E-mail: andrew@ecsimaging.com

Description of Product and Services

Software

SKU	Description	Unit Price	Quantity	Line Total
MNF05	Laserfiche Named Full User with Snapshot and Email	\$ 500.00	10	\$ 5,000.00
MPPS	Laserfiche Weblink Standard Portal (25 retrieval user licenses)	\$ 25,000.00	1	\$ 25,000.00
MCQCS	Laserfiche Quick Fields Real Time Look Up and Validation Package	\$ 595.00	1	\$ 595.00

Trade-in Credit \$ (7,995.00)

Software Subtotal \$ 22,600.00

Annual Maintenance

SKU	Description	Unit Price	Quantity	Line Total
MNF05B	Laserfiche Named Full User with Snapshot and Email LSAP	\$ 100.00	10	\$ 1,000.00
MPPSB	Laserfiche Weblink Standard Portal (25 retrieval user licenses) LSAP	\$ 5,000.00	1	\$ 5,000.00
MCQCSB	Laserfiche Real Time Look Up and Validation Package LSAP	\$ 120.00	1	\$ 120.00

Annual Maintenance Subtotal \$ 6,120.00

Hardware

SKU	Description	Unit Price	Quantity	Line Total
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Hardware Subtotal \$ -

Professional Services

SKU	Description	Rate	Quantity	Line Total
-----	-------------	------	----------	------------

Professional Services Subtotal \$ -

Special Terms

Trade-in credit is for the Web Distribution Portal.

Subtotal \$ 28,720.00
 Tax Rate Software Only (Download Only) 0.000% Tax \$ -
 Software is only available via download and is not subject to CA sales tax
 Shipping \$ -
 Total \$ 28,720.00

Annual Priority Support Contract Includes

- o Maximum 2 Hour Response Time - Upgraded from 24 hours with traditional LSAP support
- o Live Hours of support are 7:30am - 5:00pm PST M-F
- o Unlimited Phone and E-mail Support
- o On-site time is calculated to the nearest half hour and minimum onsite calculation is between 2-8 hours depending on the location
- o On-site time can be used for remedial training, installing updates, and consulting, in addition to support

Hardware Return Policy

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.

- o Two free admissions to the ECS Annual Customer Conference along with Free Admission to Quarterly User Groups
- o Monthly E-Newsletter
- o On-site/remote support hours included as quoted. On-site within next business day as needed. Additional hours of support purchased at a discounted hourly rate. Customers not under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for remote support, and an 8 hour minimum onsite charge in addition to travel expenses.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 11

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AGREEMENT FOR PROFESSIONAL SERVICES WITH NATIONAL
DEMOGRAPHICS CORPORATION FOR VOTER DISTRICTING
SERVICES

RECOMMENDATION:

1. Approve an appropriation amendment in the amount of \$31,000 to the City Manager's Department budget.
2. Authorize the execution of a Professional Services Agreement with National Demographics Corporation, in an amount not to exceed \$31,000 annually, for voter districting services.

BACKGROUND/ANALYSIS:

On August 9, 2016 the City of Chino Hills received a demand for compliance with the California Voting Rights Act (CVRA) from the Mexican American Legal Defense and Educational Fund (MALDEF). The MALDEF demand letter alleges that Latino voters in the City of Chino Hills have experienced vote dilution that prevents Latino voters from electing candidates of their choice in violation of the CVRA. MALDEF demanded that the City of Chino Hills convert from an at-large election process to a by-district election system to prevent MALDEF from seeking judicial relief.

City Council met in Closed Session on September 13, 2016 to discuss anticipated litigation related to the MALDEF letter. The City Council directed staff to identify, and submit for Council consideration, a consultant to assist Council with evaluating CVRA requirements and voter districting options in response to the MALDEF demand letter.

City staff recommends that the City enter into a Professional Services Agreement with National Demographics Corporation (NDC). NDC, with headquarters in Glendale, CA, has over 36 years' experience providing demographic services in all regions of the country. NDC has established a reputation as California's leading demographic expert having performed analysis of potential demographic liability under the CVRA for over 200 jurisdictions in California including the local cities of Chino, Corona, Eastvale and

Rancho Cucamonga. The City Manager has evaluated NDC's qualifications and determined that their experience with CVRA issues, and their knowledge of our region, makes them uniquely qualified to assist the City. Therefore, a request for proposals is not recommended.

In response to the City's inquiry, NDC has submitted a proposal for voter districting services. The proposed scope of work includes: analyzing Census and California Statewide Database Data; assessing the potential demographic liability under the CVRA; public engagement to solicit input and ensure transparency; minority group outreach; and creating draft district maps as required.

Staff recommends that a Professional Services Agreement with National Demographics Corporation will assist the City Council in evaluating CVRA requirements and voter districting options.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director, Contract Compliance Officer, and City Attorney.

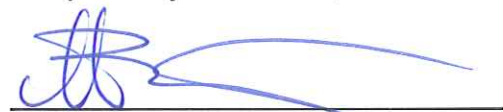
FISCAL IMPACT:

A decrease to the General Fund, Unreserved Fund Balance in the amount of \$31,000 and transfer to the City Manager's Department budget.

CEQA REVIEW

This action is not a project within the meaning of the CEQA Guidelines Section 15278 and is therefore exempt from CEQA as it is an administrative change that will not result in any direct or indirect physical change in the environment. It is therefore exempt from CEQA.

Respectfully submitted,



Konradt Bartlam
City Manager

KB:BM:ssr

Attachments:

- 1) A Proposal to the City of Chino Hills for Districting Services by NDC
- 2) Professional Services Agreement



National Demographics Corporation

**A Proposal to the
City of Chino Hills
for Districting Services**

By National Demographics Corporation
Douglas Johnson, President

August 14, 2016



National Demographics Corporation

August 14, 2016

Mr. Konradt Bartlam
City Manager, City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

Dear Mr. Bartlam,

Thank you for the opportunity to provide this proposal to Chino Hills. NDC has 36 years of experience districting and redistricting local jurisdictions, in particular extensive work in Inland Empire experience with San Bernardino County, the Jurupa Community Service District and the cities of Eastvale, Chino, Moreno Valley, Menifee, Wildomar and Corona. NDC also has unmatched experience working with jurisdictions facing California Voting Rights Act concerns. We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are a number of options that the District can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC welcomes the opportunity to work with the District to encourage public participation in this process, and NDC offers a number of tools developed specifically for public engagement in this effort, though if the City wishes to complete this effort in time for the 2016 elections there may not be time for the use of these tools. If the City wishes to make the change in time for its November 2016 elections by necessity the project will have to be relatively fast and bare-bones, but if the City makes the change for its 2018 elections NDC would welcome the opportunity to work with the City to have an extensive and empowering public engagement process.

NDC looks forward to working with you on this effort. Please call or email if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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National Demographics Corporation

About National Demographics Corporation:

Brief Company History

NDC has served hundreds of local governments over the past 36 years. Founded in 1979, NDC has performed work in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois, Clark County Nevada, American Waterworks, California's Franchise Tax Board, the San Diego Unified School District, the Foundation for California, and the Arizona cities of Glendale, Mesa, Peoria, Phoenix, Mesa and Surprise. In the Central Valley, NDC has worked with clients in and around Hanford, Dinuba, Tulare, Kings County, Coalinga, Corcoran, Reedley, Lemoore, and Fresno, among others.

The company is especially well known for its work in local and state government. Since 2002, NDC has established a reputation as the state's leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability for over 250 jurisdictions.

No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted well over 150 local school districts, cities, water districts, county boards, and other local districts. Nationally recognized as a pioneer in good government districting and redistricting, NDC is especially experienced in working with local jurisdictions in California, Arizona and Nevada.

This background gives us unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding the California and Federal Voting Rights Act and related election system choices.

NDC and the California Voting Rights Act

NDC has performed analysis of potential demographic liability under the California Voting Rights Act (CVRA) for over 200 jurisdictions in California. For those jurisdictions actually sued under CVRA (none of which were NDC clients prior to the filing of the lawsuit), all but one hired NDC to assist in evaluating their demographics, voting history, legal situation, and options. This includes Madera Unified, Modesto, the City of Madera, Visalia, Compton, the City of Escondido, Palmdale, Santa Clarita Community College District, Glendale Community College District, ABC Unified, and Anaheim. Only Compton Community College faced a lawsuit without the assistance of NDC, as their case was a 'friendly' lawsuit where the settlement was pre-arranged with the plaintiffs prior to the filing of the case.

No other firm even comes close to NDC's experience with this still-new law, and many of the jurisdictions listed above came to NDC after discovering the demographers they initially hired either did not sufficiently understand California and Federal Voting Rights law and the related demographics to help, or the demographers so badly handled the project that their own demographers' work directly resulted in the jurisdiction being sued.

NDC's expertise in both Voting Rights demographics and in the drawing of election districts is widely recognized. NDC's personnel are responsible for numerous books and articles on the subject, and President Douglas Johnson has been a speaker on the CVRA at conferences



National Demographics Corporation

of the California School Board Association, the California Latino School Board Member Association, the California League of Cities, and other state and national conferences.

NDC's Districting Process

The following information is provided for information and for use if a jurisdiction decides to move to by-district elections. If the client decides not to move to by-district elections, the work would end with the demographic analysis described above.

Technical Expertise

NDC's personnel are nationally recognized as leaders in the districting field, and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to the districting and redistricting needs of any jurisdiction, and its personnel have extensive experience in performing graphics districting and redistricting work as well as in developing databases for districting use.

The technical demands of a districting effort are high, and NDC is the undisputed leader in this area. But far more important than technical expertise are the interpersonal understanding and experience working with all parties in the process, including the public.

Public Involvement

NDC pioneered the "transparent districting" approach which involves the public at every stage of the process. The company invented the "public participation kit" for public participation in districting efforts, which many of the firm's competitors now attempt to duplicate. Perhaps NDC's most valuable service is the firm's experience transforming often-contentious and passionate debates on this difficult subject into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities or positions. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

Minority Group Outreach/Partnerships

U.S. Supreme Court decisions are constantly changing the rules regarding districting, "race-based districting," and the establishment of districts focused on the electoral power of "protected classes." It is crucial that the consultant work with the racial, ethnic, and other community groups at the beginning of the process to welcome their ideas and develop the appropriate expectations regarding minority representation prospects. No NDC local districting or redistricting plans has ever been challenged in Court or by the Department of Justice.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract much public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. Indeed, disputes over the form and substance of the process may often result in stalemate or



National Demographics Corporation

legal challenge. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Media Outreach

The firm's work has been widely praised in the media, and NDC has worked extensively on background, off the record, and on the record with all types of press including radio, television, newspaper, and new media.

Local Leadership

NDC views its role as an advisor and technical resource. The firm advises its clients, but every project remains the client's project. NDC offers guidance based on its experience and expertise, but ultimately the decisions are made by the jurisdiction itself. NDC welcomes the chance to assist this project under the guidance and direction of the jurisdiction's elected leadership, key staff members, and the entire community.

Impeccable References

All of NDC's former clients – without exception – can be contacted for references. The firm has no embarrassing projects. All NDC's local districting and redistricting plans have been accepted into law with a minimum of controversy. A list of references is included with this proposal.

Each of these elements of NDC's methodology is incorporated into the proposed project process below.

Proposed Scope of Work

To provide the flexibility to meet the needs of the client if it decides to move to by-district elections, NDC offers a full menu of districting options:

Basic Districting Project Elements

Includes all of the services listed below:

Basic Elements cost\$19,000

- Project Setup and coordination:
 - Development of redistricting database including Census and California Statewide Database data;
 - Incorporation of any Geographic Information System (GIS) data that the City wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
 - Any phone- or web-conference calls to discussion the project's progress or answer any Council, staff or media questions that may arise;



National Demographics Corporation

- Plan Development:
 - Creating of 2 to 4 initial draft maps for Council and public consideration;
 - Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions for online posting;
 - Online posting of all maps to an interactive website for detailed Council and public review;
 - Any requested additional maps and/or map revisions requested;
- Plan Presentation:
 - Presentations at Council meetings and/or public forums by phone- or web-conference (or in person for the “in person presentation” fee listed under “optional elements” below);
- Work with the County Registrar of Voters to implement the final adopted plan.

Optional Districting Project Elements

Selected at the client’s discretion:

- In-person presentation at Council meetings, facilitation of public forum(s), and/or any other requested meetings;.....\$2,000
- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans).....\$3,000
- Creation, hosting, and updating of an NDC--managed project information website (if the client does not wish to manage a project website as part of its existing website).\$3,500
- Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser.....\$10,500
- Spanish translation of project-related materials.....\$125 per page

Stated prices include all travel, printing (except public participation kits and any large-plot maps), and other anticipated expenses.

Timeline: The detailed timeline will be worked out in consultation with the City. The project can be done in anywhere from a few weeks to ten months, depending on how much public engagement is desired and how fast the City wishes to complete the work.

Other Potential Project-Related Expenses:

The only anticipated additional districting expenses would be any site or staff costs for conducting the community forums; and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most public participants will download and print the Kits in their own homes or offices.

Sample Districting/Redistricting References

Mr. Steve Carrigan, City Manager, City of Los Banos, 520 J Street, Los Banos, CA 93635.
Phone: 209-827-7000 Email: steve.carrigan@losbanos.org



National Demographics Corporation

Mr. Roy Wasden, City Manager, City of Turlock, 156 S Broadway, Turlock, CA 95380.
Phone: (209) 668-5540 ext 1101. Email: RWasden@turlock.ca.us

Mr. Devin Reif, Strategic Planning, City of Oakland, 250 Frank H. Ogawa Plaza, Suite 3315,
Oakland, CA 94612. Phone: 510-238-3550 Email: DReiff@oaklandnet.com

Mr. David Silberman, Deputy County Counsel, San Mateo County, 400 County Center, 6th
Floor, Redwood City, CA 94063-1662. Phone: 650-363-4749 Email:
dsilberman@smcgov.org

Ms. Sharon Spivak, Deputy City Attorney, City of San Diego, Civic Center Plaza, 1200 Third
Ave., #1620, San Diego, CA 92101. Phone: 619.533.5889. Email: sspivak@sanidiego.gov

Judge Hugh Rose (retired), Chairman, City of Modesto Districting Commission. 508 King
Richard Lane, Modesto, CA 95350. Phone (209) 522-0719. Email: hrose@hotmail.com.

Ms. Kathy Bennett, City Clerk, City of Menifee, 29714 Haun Road, Menifee, CA 92586.
Phone: (951) 672-6777. Email: kbennet@cityofmenifee.us.

Ms. Kristine Murray, City Councilmember, City of Anaheim, 2401 East Katella Avenue,
Suite 300, Anaheim, California 92806. Phone: (714) 940-6347 Email: kmurray@willdan.com

Mr. Michael E. Smith, Partner, Lozano Smith, 7404 North Spalding Ave., Fresno, CA 93720,
(559)431-5600, MSmith@lozanosmith.com.

Ms. Marguerite Leoni, Partner, Nielsen, Merksamer, Parrinello, Gross & Leoni, 2350 Kerner
Boulevard, Suite 250, San Rafael, CA 94901, (415)634-6840, mleoni@nmgovlaw.com (or
ask for Mr. Chris Skinnell)

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye,
AZ 85326. Phone (623) 349-6007. Fax (623) 349-6098. EMail: laja@buckeyeaz.gov.

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard
hourly rates:

Principal (Dr. Douglas Johnson)	\$200 per hour
Vice President (Justin Levitt).....	\$125 per hour
Senior Analyst.....	\$75 per hour
Analyst / Clerical.....	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$250 per
hour.

Requested Payment terms:

NDC requests that one-half payment be made at project start and one-half at the conclusion.



Conclusion

Since its founding NDC has been the preeminent company in the nation devoted to local election systems. To summarize:

- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has more experience in the field of municipal political election systems than any other company of which NDC is aware.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- NDC possesses fully up-to-date and highly effective geographic retrieval systems with applications specifically designed for districting and redistricting.
- Neither the Justice Department nor any Court has ever rejected any local government districting or redistricting plan submitted by NDC.

It should be clear that NDC has all of the resources of experience, technical expertise, and legal/political know-how to assist the District in its current effort. NDC looks forward to the opportunity to work with the District on this project.

Proposal Acceptance

The terms of this proposal are available for 45 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

NDC prides ourselves on tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal. If, however, it is acceptable in its current form, then NDC welcomes the opportunity to begin work as soon as possible.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you. Thank you.

For National Demographics Corporation

For the City of Chino Hills

Douglas Johnson, President

Date

Date



Resume of Douglas Johnson, Ph.D.

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

Fellow, Rose Institute of State and Local Government, 2001 – present.
President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: "Independent Redistricting Commissions: Hopes and Lessons Learned."
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Visalia Times, "How to draw new city council districts," September 19, 2014.
Christian Science Monitor "Let the public help draw voting districts," October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
 "A neighbor's help on redistricting" June 24, 2007.
 "A Trojan horse primary for the GOP" February 25, 2007.
 "Where a porn palace stood" (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: "The Poison Handshake" June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: "Californios For Fair Representation" and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: "The California Voting Rights Act: What Board Members Must Know." December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials' Reception and Dinner, "The California Voting Rights Act," January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: "Opportunity to Engage Residents: The California Voting Rights Act." January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: "Whose Line Is It Anyway: Making the transition from at-large to by-district elections." September 3, 2014.

Phone: (818) 254-1221
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."

Speaker or Panelist (continued)

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010.

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009.

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government.

Texas Tech University, "A Symposium on Redistricting," May, 2006.

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007.

Classroom speaker at Bellflower High School, Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College.

Charter and/or Ballot Language Consultant

Castaic Lake Water Agency and Newhall County Water District consultant advising on process, rules and legislation language for merger of the two districts including changing from at-large to by-district election system. (2015-2016)

City of Corona: consultant for City Council on a potential city charter and a move to by-district elections. (2015-2016)

City of El Cajon: consulted on writing of charter revision and public education campaign for ballot measure changing from at-large to by-district City Council elections. (2016)

City of Goleta: consulted on development of ordinances and ballot language asking voters what election system they preferred. (2003 – 2004)

City of Menifee: advised commission considering language on by-district elections. (2009 – 2010)

City of Modesto: advised commission that successfully developed a city charter change moving Pasadena Unified from at-large to by-district elections and created an independent redistricting commission. (2006 – 2008)

City of Pasadena (on behalf of Pasadena Unified School District): advised commission that successfully developed a city charter change moving Pasadena Unified from at-large to by-district elections and created a redistricting commission. (2011 – 2012)

Litigation Experience

Expert witness declaration for City of Fullerton in *Jamarillo v City of Fullerton* litigation under the California Voting Rights Act.

Submitted expert witness declaration for plaintiff in *Harris vs Arizona Independent Redistricting Commission* litigation in Arizona superior court.

Testified as expert witness for City of Highland in *Garrett v City of Highland* litigation under the California Voting Rights Act.

Testified as expert witness for City of Palmdale in *Jauregui et al vs City of Palmdale* and *Garrett v City of Highland* litigation under the California Voting Rights Act.

Testified as 30(6)(b) “Most Knowledgeable” witness for Arizona Independent Redistricting Commission in *Harris v Arizona Independent Redistricting Commission*, including seven days of direct testimony and cross-examination in the state court case. Also testified in the related federal court case.

Consulting expert for the following jurisdictions on their California Voting Rights Act-related cases, including preparing analysis and assisting with witness and attorney preparation. All cases settled or are ongoing:

- City of Anaheim
- City of Modesto
- City of Santa Clarita
- Santa Clarita Community College District
- Tulare Health Care District
- 3 others that remain confidential

Voting Rights Act and Racial Bloc Voting Analysis

Attorney-client privilege bars the listing of most of NDC's specific clients, but NDC has performed racial bloc voting analysis for clients of the following law firms (and for other jurisdictions):

Nielsen, Merksamer, Parrinello, Gross & Leoni: Compiled and analyzed data for over 120 different jurisdictions facing voting rights litigation;

Lozano, Smith: Performed analysis of racial bloc voting in 4 separate jurisdictions.

Atkinson, Andelson, Loya, Ruud & Romo: Performed/performing on analysis of racial bloc voting in 4 separate jurisdictions.

Dooley, Herr & Peltzer: Performed racial bloc voting analysis of 7 elections in 4 different election years. Also advised attorneys on rebuttal of plaintiff's racial bloc voting analysis.



Resume of Justin Levitt

P.O. Box 5271
Glendale, CA 91221
jlevitt@NDCresearch.com

mobile: (480) 390-7480
office: (909) 624-1442
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 - 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. candidate in Political Science, ongoing (MA 2010).
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. "The Social Origins of Adult Political Behavior." *American Politics Research*: 39 (2). 239-263
Miller, Kenneth and Justin Levitt. 2007. "The San Joaquin Valley." In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.
"The Political Geography of Tradeoffs in Redistricting" Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013
"Getting What You Want: A Bargaining Approach to Fair Division in Redistricting." Paper presented at the "Challenging Urban Borders : the geopolitics of immigration and segregation" workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012
"An Atlas of Public Health in Mexico" (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012
"Remoteness and the Territoriality of Public Health" (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011
"Initiatives as revealed preferences" Paper presented at the American Political Science Association conference, Seattle, WA. 2011
"No Se Puede: Latino Political Incorporation in Phoenix." Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009
"Political Change in the Central Valley". Paper Presented at the Western Political Science Association conference, Las Vegas, NV., 2007



National Demographics Corporation

Clients moved or moving from at-large to by-district elections

Counties

San Mateo

Cities

Apple Valley
Anaheim
Banning
Bellflower
Buckeye
Buena Park
Ceres
Chino
Compton
Corona
Eastvale
El Cajon
Escondido
Firebaugh
Fowler
Fullerton

Glendale (AZ)
Hemet
Hesperia
Highland
King City
Los Banos
Madera
Meniffee
Merced
Mesa (AZ)
Modesto
Moreno Valley
Palmdale
Parlier
Pasadena
Peoria (AZ)

Rancho Cucamonga
Redlands
Reedley
Riverbank
San Marcos
Sanger
Santa Barbara
Surprise
Tulare
Turlock
Victorville
Visalia
Whittier
Wildomar
Yucaipa

Community College Districts

Antelope Valley
Cuesta
Glendale
Grossmont-Cuyamaca
MiraCosta

Rancho Santiago
San Diego
Santa Clarita
Sierra
Southwestern

Water, Irrigation & Conservation Districts

Fresno Irrigation
Imperial Irrigation District
Mojave Water Agency
Palmdale Water
Rowland Water

Alta Irrigation
San Bernardino Water
Santa Clara Valley Water
Upper San Gabriel Valley
Western Municipal Water
Winton Water

Other Special Districts

Jurupa Community Service District
Kings River Conservation District

Tulare Health Care District
Westside Community Health Care District

School Districts

Alpine Union
Alpine Union Elementary
Alta Vista
Bakersfield City Schools
Bonsall Union
Elementary
Borrego Springs Unified
Buena Park Elementary

Burton Elementary
Cajon Valley Union
Cajon Valley Union
Elementary
Calistoga Joint Unified
Capistrano Unified
Capistrano Unified
School District

Cardiff Elementary
Carlsbad Unified
Caruthers
Cayucas
Centinela Valley
Central Unified
Centralia Elementary
Chula Vista Elementary



National Demographics Corporation

Clients moved or moving from at-large to by-district elections

Clay Elementary	Kings River	Rancho Santa Fe
Clovis Unified	Kingsburg Elementary	Elementary
Coalinga-Huron	Kingsburg High	Richland School District
Coronado Unified	La Mesa-Spring Valley	Riverbank
Dehesa Elementary	Lake Elsinore	Riverdale Unified
Del Mar Union	Lakeside Union	Salida Union
Elementary	Elementary	San Dieguito Union High
Dinuba Unified	Lakeside Union School	San Marcos Unified
Eastern Sierra Unified	Lancaster Elementary	San Pasqual Union
Eastside Union	Lawndale Elementary	Elementary
Elementary	Lemon Grove	San Ysidro Elementary
Encinitas Union	Elementary	Santee Elementary
Elementary	Lindsay Unified	Selma Unified
Escalon Unified	Lucia Mar	Solana Beach Elementary
Escondido Union	Madera Unified	South Bay Union
Elementary	Magnolia Elementary	Spencer Valley
Escondido Union High	Merced Union High	Elementary
Exeter Elementary	School District	Strathmore Elementary
Exeter High	Modesto City Schools	Sundale Union
Exeter Unified	Modoc Unified	Elementary
Fallbrook Union	Monson Soltana	Sweetwater Union High
Elementary	Morgan Hill Unified	Tulare City Elementary
Fallbrook Union High	Mountain Empire	Tulare City High
Firebaugh-Las Deltas	Unified	Tulelake
Unified	Napa Valley Unified	Turlock Unified
Fresno Unified	National Elementary	Twin Rivers Unified
Fullerton Union High	Newhall Elementary	Vallecitos Elementary
Glendale Unified	Newman Crows Landing	Valley Center Pauma
Greenfield	Oak Grove Elementary	Unified
Grossmont Union High	School District	Visalia Unified
Hughson Unified	Oceanside Unified	Vista Unified
Jamul-Dulzura Union	Pacific Union	Walnut Valley Water
Elementary	Panama Buena Vista	Warner Unified
Julian Union Elementary	Pasadena Unified	Washington Union
Julian Union High	Pixley Union	Waterford Union
Kerman Unified	Pleasant View	Whittier Union High
Kern High	Pomona Unified	Woodlake Union
Keyes Union	Porterville	
Kings Canyon Unified	Poway Unified	
School District	Ramona Unified	

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
NATIONAL DEMOGRAPHICS CORPORATION**

THIS AGREEMENT, made and entered into this 27th day of September, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and "National Demographics Corporation", hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on "September 28, 2016."

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing

the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.

Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all

proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. Total compensation shall not exceed \$31,000. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on June 30, 2017, unless otherwise extended in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services,

shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response

to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of

the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly

conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's sole negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

B Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials,

employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their

corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant.

Attention: Douglas Johnson
National Demographics Corporation
P.O. Box 5271
Glendale, CA 91221

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibit; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibit will be resolved in the order in which the Exhibit appears below:

A. Exhibit A: Scope of Work

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CHINO HILLS

NATIONAL DEMOGRAPHICS CORP.

Art Bennett
Mayor

(Signature)

ATTEST:

President
(Title)

Cheryl Balz
City Clerk

(Signature)

APPROVED AS TO FORM:

Secretary / Treasurer
(Title)

Mark D. Hensley
City Attorney

COUNCIL AGENDA STAFF REPORT



Meeting Date: September 27, 2016

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

CITY CLERK USE ONLY

Item No.: 12

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD FISHER ASSOCIATES TO PROVIDE LANDSCAPE PLAN CHECK AND INSPECTION SERVICES FOR THE VILA BORBA PROJECT TRACTS 16413, 16338, AND 16414

RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with Richard Fisher Associates for a not-to-exceed amount of \$124,960 to provide landscape plan check and inspection services for the remainder of the Vila Borba project; Tracts 16413, 16338, and 16414 (Planning Areas 2-4).

BACKGROUND/ANALYSIS:

CalAtlantic is currently developing the Vila Borba Community which consists of four tracts (Planning Areas 1-4). The Vila Borba Community is located at the southeast corner of Butterfield Ranch Road and Pine Avenue. In 2014, the City retained Richard Fisher Associates to provide landscape plan check and inspection services for the Vila Borba Park and associated landscaping for Tract 15989 (Planning Area 1).

CalAtlantic has also requested landscape plan review and associated inspections for the remaining three (3) Vila Borba Tracts/Planning Areas. On April 5, 2016, the Planning Commission approved Tract Home Design Review No. 427 for the residential development of 19 two-story, single-family, detached homes within Tract 16413 (Planning Area 2) located southwest of Butterfield Ranch Road and Avenida de Portugal. The Planning Commission also approved Design Review No. 426 for the residential development of 149 two-story, single-family, detached homes within Tract 16338 (Planning Area 3) located southeast of Butterfield Ranch Road and Avenida de Portugal. In addition, CalAtlantic has submitted a Specific Plan for development of 94 detached condominiums and 68 attached townhome units within Tract 16414 (Planning Area 4) located south of Pine Avenue, east of Butterfield Ranch Road and west of Highway 71; this project will require approval by the Planning Commission and City Council.

AGENDA DATE: SEPTEMBER 27, 2016 PAGE 2
SUBJECT: AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH
RICHARD FISHER ASSOCIATES TO PROVIDE LANDSCAPE
PLAN CHECK AND INSPECTION SERVICES FOR THE VILA
BORBA PROJECT TRACTS 16413, 16338, AND 16414

Richard Fisher Associates has performed landscape inspections for Tract 15989 and has familiarity with the project. Because of this familiarity, staff has requested a proposal for the landscape and inspection services for the remaining three (3) tracts. CalAtlantic has requested landscape plan check and inspection services to include Tract 16413 front yard residential landscaping, HOA common areas, Fuel Modification areas, and Habitat Restoration areas; for Tract 16338 Streetscape and Trail improvements, HOA landscaped areas, CFD-maintained Trailhead Parking Lot landscaping, front yard and interior slope residential landscaping, and Habitat Restoration areas; and for Tract 16414 HOA landscaped areas, front yard residential landscaping, and Habitat Restoration areas. Richard Fisher Associates' proposed scope of work and budget to provide the landscape inspections for the remaining Vila Borba tracts is attached.

REVIEW BY OTHERS:

This item was reviewed by the Finance Director and the City Attorney.

FISCAL IMPACT:

Landscape plan check and inspections services for the Vila Borba Tracts 16413, 16338, and 16414 will not directly impact the City's General Fund nor will it have a fiscal impact to the City in that the project applicant will incur all costs associated with the preparation of the environmental documents. The services provided by Richard Fisher Associates will be reimbursed to the City by the project developer through Trust Deposit Accounts. This agreement will be in an amount of \$124,960.

CEQA REVIEW:

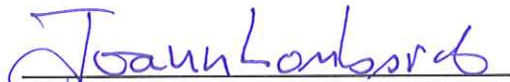
This action of approving this contract is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Joann Lombardo
Community Development Director

KB:JL:YM:KP

Attachment: Professional Services Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
RICHARD FISHER ASSOCIATES**

THIS AGREEMENT, made and entered into this 27th day of September 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and RICHARD FISHER ASSOCIATES hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on September 28, 2016.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be

under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.

Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$ 124,960.00. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided

in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on June 30, 2018, unless otherwise extended in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports,

data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Use of Consultant's Documents and Data by the City, for purposes outside of the specific project for which they were intended, shall be at the City's sole risk. Use of these documents, in the event of termination of Consultant without cause, shall also be at the City's sole risk.

In consideration for Consultant turning over the electronic AutoCAD drawing files, the City releases Consultant from all liability of any type relating to any subsequent revisions of these Construction Documents made by other parties than Consultant.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to

interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this

Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or caused by the performance or failure to perform by Consultant of Consultant's services under this agreement or the negligent or willful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the

Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

B Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall

procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the

parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant.

Attention: Richard A. Fisher
Richard Fisher Associates
2001 E. First Street, Suite 160
Santa Ana, CA 92705

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Scope of Work

B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CHINO HILLS

RICHARD FISHER ASSOCIATES

Art Bennett
Mayor

Richard A. Fisher
(Signature)

ATTEST:

PRESIDENT
(Title)

Cheryl Balz
City Clerk

(Signature)

APPROVED AS TO FORM:

(Title)

Mark D. Hensley
City Attorney

Exhibit A

Scope of Work

For Vila Borba PA 2-4, Tract #16413 of front yard residential landscaping, HOA landscaped areas, Fuel Modification areas, and Habitat Restoration areas; for Tract #16338 of Streetscape and Trail improvements, HOA landscaped areas, CFD-maintained Trailhead Parking Lot landscaping, front yard and interior slope residential landscaping, and Habitat Restoration areas; and for Tract #16414 of HOA landscaped areas, front yard residential landscaping, and Habitat Restoration areas.

The Scope of Services for the City of Chino Hills may include some or all of the following:

Start-Up Services

- Review of any available Preliminary Landscape Development Plans and adopted Standard and Special Conditions of Approval from previous Planning Commission approvals
- Provide brief site review as well as become familiar with the projects' conditions which must be addressed within the Project Plans

Technical Plan Checking

- Provide Detailed Plan Checking of Technical Documents for compliance with local Standards and project 's adopted Special Conditions of Approval
 - Initial Submittal:
 - Receive initial submittal from the City via courier services, to include approved Conditions of Approval for the project
 - Process initial Plan Check Submittal (targeted for 2-week turn-around)
 - Check for readability
 - Check for plan completeness
 - Check for appropriate use of plant material (selection and placement)
 - Spot-check hydraulic design and coverage adequacy on irrigation plans
 - Check for design compliance with Special Conditions of Approval
 - Request plan review by City Traffic Engineer for questionable line-of-site issues at street intersections (unique requirements , as required)
 - Return red-lined plans and summary Memorandum to the City via courier service
 - Subsequent Submittals:
 - Receive follow-up submittal from the City via courier services
 - Process follow-up Plan Check Submittal (targeted for 1 - 1 ~ -week turn-around)
 - Review Applicant-prepared Cost Estimates for reasonableness and completeness; for potential use as basis for Landscape Improvements bonding

- If another plan check cycle is required, return red-lined plans and summary Memorandum to the City via courier service ;
- If plans are successfully completed, prepare Recommendation for Approval of Landscape Plans
- Forward recommendation for approval to Community Development Project Manager

Landscape Inspection Services

- Provide Detailed Landscape Inspection Services for installation compliance with approved Construction Documents
 - Inspection of Hardscape Improvements
 - Correct layout of hardscape (Le. Park walkways, play courts , playground equipment). These inspections assume ADA design compliance will be addressed by the City Building Inspection program, playground installations will be provided by a certified Playground Safety Inspector provided by the City.
 - Confirmation of delivery and installation of specified site furnishings
 - Correct layout of monumentation elements and landscape garden walls. These inspections assume structural design compliance will be addressed by the City
 - Building Inspection program
 - Review of fine grading of project site
 - Inspection of Irrigation Improvements
 - Correct depth of coverage of irrigation pipe
 - Pressure testing compliance
 - Coverage tests of all systems
 - (Optional) Controller Chart properly prepared and enclosed in controller cabinet
 - Inspection of Plant Materials
 - (Optional) nursery inspection of specimen plant materials
 - On-site inspection of plant materials
 - Placement guidance for all tree planting locations
 - Tree staking inspection
 - Planting operation inspections
 - Confirmation of all plant materials in compliance with approved Planting Plans
 - Inspection of Site Furnishings (Optional)
 - Provide notification to the City when all landscape installation work is completed in compliance with the approved Plans

Exhibit B

Compensation

Schedule of Hourly Rates

Valid through July 1, 2017

Principal Plan Checker	\$145.00
Landscape Inspector	\$135.00
Word Processor	\$60.00

Reimbursables at cost plus 15%

Mileage at \$0.575 (or equivalent to the current IRS Standard Mileage Rate)

Proposed Not-To-Exceed Contract Value

Vila Borba PA's-2-4 : Tracts #16413, #16338 & #16414

Richard Fisher Associates proposes that the Contract Value be in the Time & Materials Not-To- Exceed amount of \$124,960 for the services described in Exhibit A.

At the City's request, a 10% contingency has been added to each of the two above Fee Proposals to accommodate minor changes to existing tasks or additional tasks to be identified. This will be billed on a Time and Materials basis following approval from the City.

As the volume of documents for Landscape Plan Checking and amount of Landscape Inspection Services required over a multi-year contract are undeterminable at this time, the Consultant and the City will monitor the accumulative billings to these projects ' fee approvals. As these Not-To-Exceed amounts near their full value, the City and Consultant will meet to discuss if the authorized amounts should be amended or the services will cease upon the full use of the currently authorized amount.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 13

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. A14-127 WITH RICHARD FISHER ASSOCIATES TO PROVIDE LANDSCAPE PLAN CHECK AND INSPECTION SERVICES FOR THE VILA BORBA PROJECT

RECOMMENDATION:

Authorize the execution of Amendment No. 2 to Professional Services Agreement No. A14-127 with Richard Fisher Associates, increasing the amended agreement amount of \$60,000 by \$9,130 for a not-to-exceed amount of \$69,130 to provide landscape plan check and inspection services for the Vila Borba project Tract 15989.

BACKGROUND/ANALYSIS:

On September 9, 2014 the City Manager approved and executed agreement No. A14-127 with Richard Fisher Associates to provide landscape plan check and inspection services for the Vila Borba project. Tract 15989 (Planning Area 1) of the Vila Borba project is currently being developed by CalAtlantic and is located at the southeast corner of Butterfield Ranch Road and Pine Avenue. The tract consists of 183 single-family homes, 5+ acres of public park, including a large and small dog park, and community trails. The project includes landscaping for model homes, single-family homes, common area and fuel modification zones, habitat restoration areas and the 5-acre community park.

On May 26, 2015 the City Council approved Amendment No. 1 which increased the original contract amount by \$35,000 for a revised total not-to-exceed amount of \$60,000. The initial agreement with Richard Fisher and Associates was based on preliminary information provided by the developer. Amendment No.1 was processed once the developer submitted plans and technical specifications for the 5-acre community park.

Although plan check and inspection services for the 5-acre community park have been rendered, the substantial size of the HOA common area, field changes (i.e. planting materials and irrigation) and the need for continuous on-site inspection, additional plan check and inspection services are needed for the project. The additional services require an amendment to increase the agreement amount by \$9,130 from \$60,000 to an updated cumulative total of \$69,130. This amendment updates Exhibit B, the Compensation section of the agreement.

Exhibit A, the Scope of Services remains the same.

REVIEW BY OTHERS:

This item was reviewed by the Finance Director.


FISCAL IMPACT:

The services provided by RFA will be reimbursed to the City by the applicant through Trust Deposit Accounts. The amendment will increase the original agreement amount from \$60,000 to \$69,130.

CEQA REVIEW:

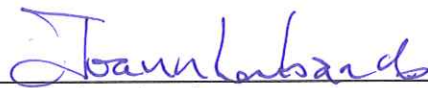
This action of approving this contract is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Joann Lombardo
Community Development Director

KB:JL:YM:KP

Attachment: Amendment No. 2 to Agreement No. A14-127

CITY OF CHINO HILLS

**AMENDMENT NO. 2 TO AGREEMENT NO. A2014-127
BETWEEN THE CITY OF CHINO HILLS AND
RICHARD FISHER ASSOCIATES**

THIS AMENDMENT No. 2 to Agreement No. A2014-127, dated September 5, 2014, is entered into in the State of California by and between the City of Chino Hills, a California general law municipal corporation, hereinafter called "City", and Richard Fisher Associates hereinafter called "Consultant".

Amend Agreement A2014-127 as follows:

1. Increase the Agreement not-to-exceed amount by \$9,130.00 as follows:

Original Agreement:	\$ 25,000
Amendment No. 1	\$ 35,000
Amendment No. 2	<u>\$ 9,130</u>

Total Revised Contract Amount (not-to-exceed): \$ 69,130

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Chino Hills has caused this Amendment No. 2 to Agreement No. A2014-127 to be subscribed by its duly authorized officers, on its behalf, on September 27, 2016 and the said party of the second part has signed this Agreement.

RICHARD FISHER ASSOCIATES



BY



NAME



TITLE

CITY OF CHINO HILLS

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

COUNCIL AGENDA STAFF REPORT



Meeting Date: September 27, 2016

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

CITY CLERK USE ONLY

Item No.: 14

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: DONATION FROM THE CHINO HILLS COMMUNITY FOUNDATION
FOR THE TRAIL ENHANCEMENT PROJECT

RECOMMENDATION:

1. Accept a donation from the Chino Hills Community Foundation in the amount of \$50,000 for the Trail Enhancement Project.
2. Approve an estimated revenues increase in the Community Services Fund in the amount of \$50,000.
3. Approve an appropriations increase in the amount of \$50,000 in capital outlay in the Community Services Fund.
4. Approve enhancements to the City's trails as recommended by the Parks and Recreation Commission.

BACKGROUND/ANALYSIS:

The Chino Hills Community Foundation (Foundation) was established in June 2008 to promote and support the cultural, educational, and recreational needs of the City of Chino Hills. On March 14, 2016, the Foundation approved a donation of \$50,000 to the City for enhancements to the City's trails. The board gave the Parks and Recreation Commission (Commission) discretion on the best use of funds.

On May 18, 2016, staff presented the Commission with options for trail signage and amenities. Staff recommended that the best use of the donated funds would be to enhance the trails with trailhead monuments, secondary entrance signage, and directional signage/mileage markers. The Commission accepted the donation, but asked that staff present samples of materials and signage at a later meeting.

On August 17, 2016, staff presented the Commission with the proposed enhancements to the City's trails with the focus being on trailhead monuments, directional signage/mileage markers, and secondary access points. The presentation included proposed descriptions of the signage and type of materials to be used. Attached is a

copy of the PowerPoint presentation that was presented to the Commission.

The Commission recommended the following enhancements to the City's trails for Council's consideration and approval:

1. La Sierra Trailhead will be the first trail to be fully enhanced with a trailhead monument, directional signage/mileage markers, and secondary entrance signage with an estimated cost of \$5,300.
2. A trailhead monument, to be used as a message center, will be installed at the other 14 trails with an estimated total cost of \$23,100.

Once the La Sierra Trailhead is completed, staff will go back to the Commission for the next phase of the project and selection of the next trail(s) to be enhanced with directional signage/mileage markers, and secondary access signage. The balance remaining for this phase of the project is \$21,600.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director.

FISCAL IMPACT:

Funding for this project is provided by a donation from the Chino Hills Community Foundation.

ENVIRONMENTAL (CEQA) REVIEW:

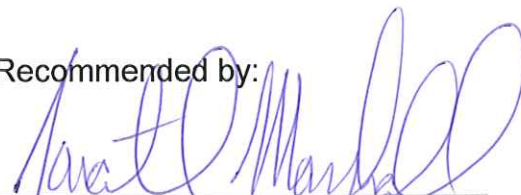
The project is exempt from the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") because, pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), there is no possibility that the installation of trail signage may have a significant effect on the environment.

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Jonathan Marshall
Community Services Director

KB:JM:AH:MA:MA:eo

Attachment: La Sierra Trail Enhancement Presentation



Trailhead Monument

- Recycled plastic post and frame
- In ground mounting
- Locking viewable window
- Acrylic glass window and UV resistant
- Recycled rubber tack board
- Gray color

Maintenance

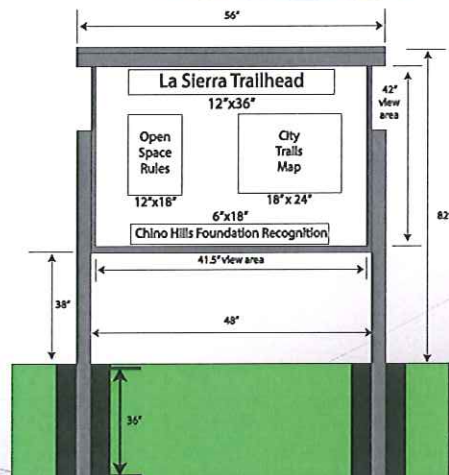
- 50 year guarantee
- Replaceable parts including acrylic glass window
- Weatherproof and washable rubber tack board



Trailhead Monument

Monument Signage

- Thin gauge aluminum signs with decal printing
- 5-7 years Life expectancy - greater under UV protected glass.





Secondary Access Signage


Custom trail signage at each access point includes:

- Trailhead name
- Map of specific trail
- Trail(s) mileage
- Department contact information
- Open Space Rules & Regulations, and hours

Signage Details:

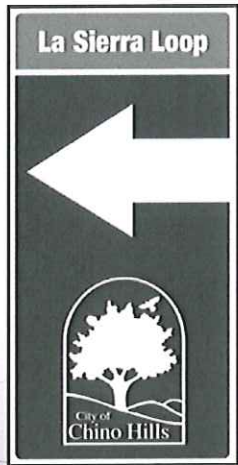
- Inground breakaway metal post
- 24" x 30" thicker gauge aluminum sign with direct print
- 10-15 year life expectancy
- UV resistant coating
- Signage type currently used at parks

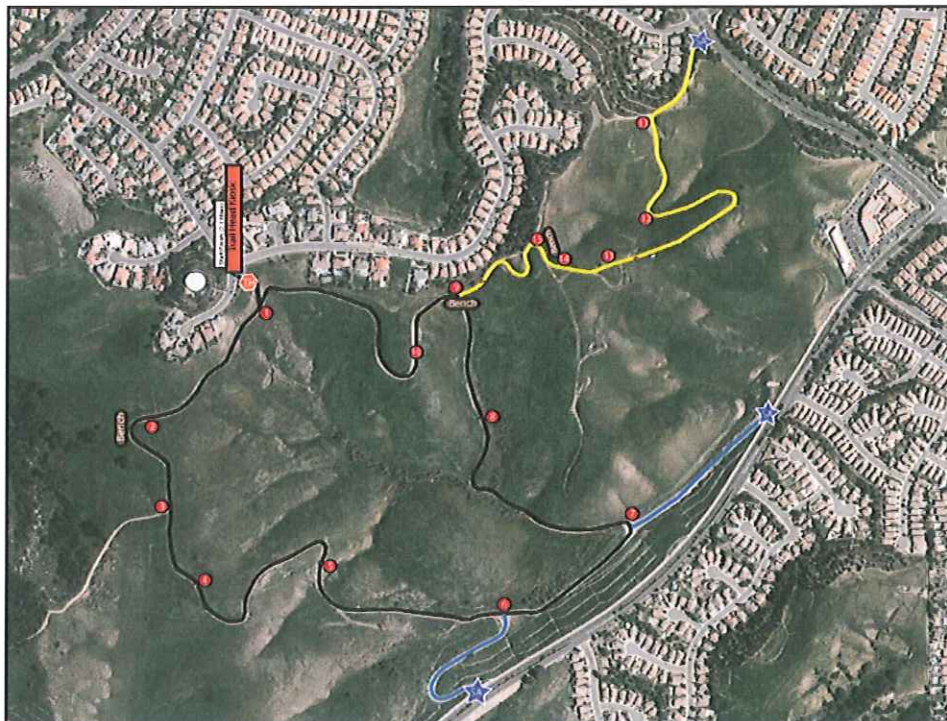




Directional Signage/Mileage Markers

- 6"x7"x6" metal post
- Brown powder-coated metal post
- Greater tolerance against damage
- 6"x12" directional thicker gauge aluminum sign
- UV printed resistant coating
- 10-15 year life expectancy
- Mounted on post by screws
- Easily replaceable







Estimated Cost For La Sierra Trailhead Enhancements

Trailhead Monument	Kiosk and signage	\$ 1,650
Secondary Signage	Post and signage	\$ 700
Trail Directional Signage	Post and signage	\$ 2,950
Subtotal		\$ 5,300

Estimated Cost For Trailhead Monuments

Trailhead Monument	14 kiosk and signage	\$ 23,100
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Remaining Donation Balance

Trail enhancements for 14 other City trails	secondary access points, and signage/mileage markers	\$ 21,600
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COUNCIL AGENDA STAFF REPORT



Meeting Date: September 27, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: 15

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CHINO HILLS COMMUNITY FOUNDATION BOARD OF DIRECTORS
APPOINTMENT

RECOMMENDATION:

Appoint Glen Anderson to the Board of Directors of the Chino Hills Community Foundation as recommended by the Board for a term ending May 2020.

BACKGROUND/ANALYSIS:

The Chino Hills Community Foundation was established in June 2008 to promote and support the cultural, educational, and recreational needs of the City of Chino Hills. The Board approved the designation of a Board Development Committee, whose responsibility is to screen and recommend potential Board members. All members of the Board must be appointed by the City Council. The Board currently has 16 members with a maximum of 21 allowable members.

At the September board meeting, the Board voted to endorse Glen Anderson and submit the nomination to Council for appointment. A biography is attached for your review. Glen Anderson will be filling the vacancy created when John Young's term ended.

The position was posted as required by Government Code 54972 at the end of the year including the date the position would become vacant, but no inquiries were received.

REVIEW BY OTHERS:

This item was reviewed by the City Attorney.

FISCAL IMPACT:

None.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

Respectfully submitted,



Konradt Bartlam
City Manager

Recommended by:



Jonathan Marshall
Community Services Director

KB:JM:AH:eo

Attachment: Biography

Glen Anderson was born in Potsdam, New York and attended the State University of New York in Potsdam, where he graduated with a BA Degree in English Literature and Art History. In college, Glen was very active with Clarkson College and SUNY-Potsdam, and the community where he was radio disc jockey from WNTC while he attended college. He initially trained to be a college professor, but due to his early proficiency and love of music, he was able to tour professionally with bands directly out of college. For 5 years, he toured extensively throughout the United States and performed in London with various groups including John Lee Hooker and Mitch Ryder in Detroit. In this period, Glen also worked with Portable Audio, who coordinated sound systems for the Ann Arbor Blues & Jazz Festival and at Cobo Hall (Detroit) for many concerts, including Stevie Wonder.

After living 2 years in Colorado, Glen moved to Los Angeles and began his career in Cable Television as an Operations and Customer Service Manager (8 years). Next, Glen joined Unocal (Union Oil of California) where he was trained in a number of Operational positions including Supervisor, Southern Area Budgets, Los Angeles Terminal Operations Management, and Manager, PRT (Product Replenishment Team for the Western Region including all gasoline & lube oil deliveries for 7 Western States.). At Unocal, he was trained as an Incident Command Leader, and received full Covey Leadership & Strategic Management Training. In addition, Unocal elected to fully fund and send Glen to Pepperdine University to obtain his Master Degree in Business Administration where he graduated in 1995.

Shortly afterwards, when Unocal merged with Tosco and Chevron, the Corporate Pipeline & Terminal Operations offices were moving first to Phoenix & then to Houston. Glen had the option of accepting a full relocation package, but elected instead to leave and start his family in Chino Hills in 1987. Five weeks after accepting a severance package, an Employment Recruiter contacted him to interview with Amvac Chemical Company, beginning a career in 1997 that continues today, 19 years later. Glen, as Customer Services Manager, is responsible for Global Customer Services for all Agricultural Products sales worldwide. He is personally directly involved in Logistical Operations; including transportation carriers, third party warehouses, contracts and ocean shipments. He has extensive certifications as a Notary Public, with Homeland Security clearance, and complete training in Air and Land Shipments. His team manages over 350 million dollars of sales annually with offices in the Netherlands, Costa Rico, Mexico, with Regional Offices and Manufacturing Terminals in the USA.

Glen has lived in the community for 30 years next year in the same home on Sunnyglen Court in Rolling Ridge. Glen raised 3 children in the community, who all attended Eagle Canyon Elementary, Canyon Hills Middle School, and Ayala High School - and who are all now attending college at Mt. Sac, Fullerton College, and University of Alabama (Tuscaloosa). Glen has dedicated his life to community service and good will within his community.

Community Involvement:

- I was on the original Charts Committee and am now on the Steering Committee for Chino Hills Charts, focusing on all musical events including: the Grand Opening of The Community Center, An Evening of the Beatles, Singer/Songwriter Series Shows with local High School Choirs and Artists, and the most recent Barbara Morrison Concert. In September, we have a Jazz Series program including the Ayala Jazz Ensemble and a jazz group from Chino Hills High School. We are also in the planning stages now for an Annual Chino Hills Blues & Jazz Festival. I support and volunteer for all Charts events including theatre, our children's festival and visual arts shows.
- A Chino Hills Safe Haven trained Coach – trained for Little League (4 years)
- Chino Hills AYSO Coach and volunteer, (6 years) including 2 seasons as a referee.
- MC for Girls Open Day Softball Event (past 4 years)
- Emcee for Ayala High School Music In Motion Tournament, and all related fund raisers. Chaperone for State Competitions in Fresno. Etc.
- I perform weekly with the Inland Hills Church Worship Team (6 years), and have also performed in the worship team at Calvary Chapel – Chino Hills (8) years, and also at the Chino Valley Community Church (3).
- I started a record label - Hounddog Records to help promote local artists & their recordings. I have released 2 personal cds – The Big Show (2008) and Let's Pretend (2013).
- I did a lecture for the Author's Series with Charts of my book Classic Performances (from the Golden age of Rock & Roll).
- I wrote a monthly column in Vintage Guitar Magazine for 6 years called Classic Performances.
- My Men's small group (w/Dustin Brown) has participated at the Boys Republic for the Wounded Warriors Project, and the Ride to The Wall, to work with the boys on flags and crafts. Big Brother.
- Masters in Modern Agriculture certification thru CropLife America for community outreach and awareness of issues including Zika Virus and other community threats.
- I serve on the Anaheim Creativity Council to support the Arts thru Education in schools.
- I was the Director of Art Pals for Eagle Canyon Elementary for 6 years – coordinating volunteer trainers and scheduling of artist presentations and hands on art projects for K-6 classroom.
- I work with NAMM (National Association of Music Marketers) to train schoolchildren at the annual outreach programs for under privileged children in the Anaheim School District.
- I have volunteered at the Pomona Food Bank and perform at the Upland Senior Center & Laguna Woods Senior Community.
- I also usher at Inland Hills Church when I am not performing with the worship team.
- I am volunteering this year for the Chino Hills Wine Walk.
- I have worked extensively with our City Staff at all levels, and have extremely friendly relationships with all members of the Community Center, and Parks and Recreation staff.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 16

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: UNCLAIMED FUNDS HELD BY THE CITY

RECOMMENDATION:

1. Authorize notice to be published once a week for two successive weeks in a newspaper of general circulation for unclaimed funds held by the City of Chino Hills in a RecTrac Household Account for three or more years.
2. Authorize monies not claimed within 60 days after publication of the first notice to become property of the City and transferred to the Community Services Fund.

BACKGROUND/ANALYSIS:

When a customer registers for a class or reserves a facility through RecTrac, computer software used by Community Services staff, a household account is created. Over the last few years, a large number of inactive household accounts with credit balances have accumulated.

In July 2014, staff started a process to clean up all of these old accounts. State of California Government Code Sections 50050-50056 gave provisions for local agencies regarding unclaimed properties. In part, Section 50050 states that "money ... that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice, if not claimed, or if no verified complaint is filed and served. At any time after the expiration of the three-year period ... a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency."

Staff is currently in the fifth phase of accounts with credit balances over three years old. On July 25, 2016, the City emailed over 700 individuals with credit balances. The email included a request to submit a Refund Form. Refund forms submitted to the City have been processed and refunded. Some customers applied their credit to new class registrations. The City has not received a response from 440 account holders. Of those, 177 account holders have balances under \$15 that are over a year or older, totaling \$1,046. In addition, there are 26 account holders that have balances over \$15 that are

over three years old. The remaining 237 accounts have balances greater than \$15, but are under three years old.

Balances under \$15 may be transferred to the Community Services Fund without the need to publish in the local newspaper per the California Government Code. It is staff's recommendation to publish in a local newspaper a list of names and balances held in the inactive accounts that are \$15 or greater and have been held for three years or longer (see Exhibit A). Any monies not claimed within 60 days after publication of the first notice would become property of the City and transferred to the Community Services Fund. The expected publish dates are October 1, 2016, and October 8, 2016, which would result in a final claim date of November 29, 2016.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney and the Finance Director.

FISCAL IMPACT:

An increase to the Community Services Fund Miscellaneous Revenue account in the amount of \$1,046 and a potential increase of \$1,283 from monies not claimed.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

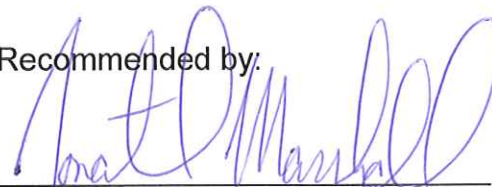
Respectfully submitted,



Konradt Bartlam
City Manager

KB:JM:AH:eo

Recommended by:



Jonathan Marshall
Community Services Director

Attachment: List of Names with Unclaimed Credit Balances for Publication (Exhibit A)

EXHIBIT A

City of Chino Hills
List of Household credits unclaimed for more than 3 years
As of July 25, 2016

Household					
Account	Last Name	First Name	Address	City	Amount
15561	Rogers	Judy	3016 Crape Myrtle Circle	Chino Hills, CA 91709	\$ 53.00
25053	Guerra	Roberto	4529 Mane St.	Montclair, CA 91763	\$ 40.00
18924	Jin	Maggie Maohuan	3012 Aviano Court	Chino Hills, CA 91709	\$ 131.00
566	Laqueo	Donnie	16151 Singing Hills Dr.	Chino Hills, CA 91709	\$ 40.00
18565	Van Doren	Marcus	13326 Stone Canyon Road	Chino Hills, CA 91709	\$ 53.00
18517	Madikians	Grigore	6504 Elmquist Avenue	Whittier, CA 90601	\$ 63.00
19495	Porretta	James	1542 Vista Dorada Place	Chino Hills, CA 91709	\$ 30.00
3654	Panda	Nidhi	13528 La Sierra	Chino Hills, CA 91709	\$ 110.00
9176	Rodriguez	Patricia	17825 Cassidy Place	Chino Hills, CA 91709	\$ 27.00
13960	Staggs	Maureen	14930 Camden Avenue	Chino Hills, CA 91709	\$ 60.00
10100	Sneed	Cari	16675 Slate Drive #821	Chino Hills, CA 91709	\$ 55.00
19463	Tadeja	Christina	3706 Terrace Drive	Chino Hills, CA 91709	\$ 54.00
582	Luck	Denise	1538 Rancho Hills	Chino Hills, CA 91709	\$ 50.00
4935	Johnson	Patricia	16303 Gainsborough Ln	Chino Hills, CA 91709	\$ 55.00
3129	Tyler	Mary	2364 Paseo Del Palacio	Chino Hills, CA 91709	\$ 22.00
19804	Cheng	Hui Lin	14082 Sweet Grass Lane	Chino Hills, CA 91709	\$ 99.00
66	Praseuth	Francine	17956 Lariat Drive	Chino Hills, CA 91709	\$ 20.00
18930	Castro	Tawny	13096 Le Parc Unit 66	Chino Hills, CA 91709	\$ 45.00
16393	Garcia	Marisela	6420 Seldon Way 19	Chino Hills, CA 91709	\$ 94.00
19004	Islamic Circle of North America		2432 Moon Dust Drive #B	Chino Hills, CA 91709	\$ 30.00
2063	Escujuri	Regina	15683 Pine Summit Dr. Unit 201	Chino Hills, CA 91709	\$ 16.00
18348	Frethy	Michael	2405 Cottonwood Trail	Chino Hills, CA 91709	\$ 45.00
18371	Paige	Laura	732 Panhandle Drive	Diamond Bar, CA 91765	\$ 18.00
891	Forys	Julie	2088 Vista Del Sol	Chino Hills, CA 91709	\$ 24.00
878	Maurer	Trina	2444 Via La Mesa	Chino Hills, CA 91709	\$ 34.00
1344	Luis	Suzanne	2984 Sunny Brook Ln	Chino Hills, CA 91709	\$ 15.00
					<u>\$ 1,283.00</u>

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 17

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AGREEMENT FOR ON-CALL CONCRETE REPAIR SERVICES

RECOMMENDATION:

Authorize execution of an agreement with Golden State Constructors, Inc., in an amount not to exceed \$150,000 annually, for on-call concrete repair services.

BACKGROUND/ANALYSIS:

The Capital Improvement Program includes an annual Sidewalk Replacement Program that historically funds an annual service agreement for concrete repairs. This agreement is also utilized to install curb and gutter on an as-needed basis. Golden State Constructors, Inc. terminated their prior contract with the City on May 10, 2016, due to industry-wide cost increases for labor, insurance, materials and dump fees.

Consequently, staff issued a request for proposal for miscellaneous concrete repairs on July 21, 2016. On August 25, 2016, five proposals were received. Staff utilized the following criteria outlined in the RFP to evaluate these proposals:

- Approach to Work – thirty-five percent (35%)
- Reports of References/Quality of Staffing – fifteen percent (15%)
- Fee Proposal – fifty percent (50%)

Golden State Constructors, Inc., located in Placentia, CA, submitted the lowest price and received the highest score based upon the criteria above. This contractor currently holds similar multi-year contracts with the City of Anaheim and the County of Orange. The contract duration period is three years from the date of award and may be renewed on an annual basis not to exceed two additional years subject to written consent by both parties. Unit pricing is subject to renegotiation in conjunction with the City exercising a renewal option.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director and Contract Compliance Officer.


FISCAL IMPACT:

The award of this agreement is not a commitment to spend, rather a commitment of pricing. Funding for the Sidewalk Replacement Program is included in the approved FY 2016-17 CIP Budget.

CEQA REVIEW:

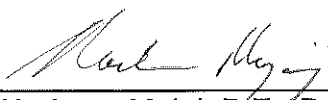
The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations § 15301 (h) as a Class 1 categorical exemption (Existing Facilities). The project involves replacement of existing concrete areas and is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Public Works Director

KB/NM/SO/MG/mh

Attachment: Agreement

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHINO HILLS AND
GOLDEN STATE CONSTRUCTORS, INC.**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 27th day of September, 2016, by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and Golden State Constructors, Inc., a ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an annual amount not to exceed \$150,000.00 on the terms set forth in the attached "Exhibit C," which is incorporated by reference, for CONTRACTOR's services. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of CONTRACTOR's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

2. TERM

The term of this Agreement will be from October 1, 2016 to October 1, 2019. The Agreement may be renewed in advance and in writing by the City Manager for two additional one-year terms.

3. SCOPE OF SERVICES

- A. CONTRACTOR will perform services listed in the attached Exhibits A and B.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. FAMILIARITY WITH WORK

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

6. INSURANCE

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

7. TIME FOR PERFORMANCE

CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and
- B. CITY gives CONTRACTOR a written Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written

authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION

- A. Except as otherwise provided, CITY may terminate this Agreement upon providing written notice to CONTRACTOR at least thirty (30) days before the effective termination date. Notice of termination will be in writing. In the event of such termination, CONTRACTOR shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

9. INDEMNIFICATION

- A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

11. NOTICES

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: City of Chino Hills
 Attn: City Clerk
 14000 City Center Drive
 Chino Hills, CA 91709

To CONTRACTOR: Golden State Constructors, Inc.
 Attn: Ron Cochran
 208 E. Orangethorpe Avenue
 Placentia, CA 92870

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

13. BUSINESS LICENSE

CONTRACTOR shall maintain a valid Business License with the CITY.

14. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.

CONTRACTOR shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section."

15. WAIVER

A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. SEVERABLE

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

17. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. INTERPRETATION

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Bernardino County. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

19. AUTHORITY/MODIFICATION

The terms of this Agreement can only be modified in writing approved by the CITY AND THE CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

20. EFFECT OF CONFLICT

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. FORCE MAJEURE

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

22. ENTIRE AGREEMENT

This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting lead based stabilization. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CHINO HILLS

**GOLDEN STATE CONSTRUCTORS,
INC.**



Art Bennett
Mayor

(Signature)

ATTEST:



(Title)

Cheryl Balz
City Clerk

(Signature)

APPROVED AS TO FORM:

(Title)

Mark D. Hensley
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work to be provided by the Contractor shall be as follows:

A. Construction of the following improvements including but not limited to the following:

- | | |
|---------------------|---------------------------------------|
| 1. Sidewalks | 4. Cross gutters, Spandrels |
| 2. Curb and Gutter | 5. Other Related Concrete and Asphalt |
| 3. Drive Approaches | 6. Access Ramps (ADA) |

B. Adherence to the latest Standard Specifications, and the City of Special provisions for the Project City Wide Miscellaneous Concrete Repair Project.

In case of conflict between the Standard Specifications for Public Works Construction (2012 Edition Green Book) and the Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

C. Management Assistance/Coordination in the following areas:

1. Maintain a comprehensive list of work sites in Microsoft Excel, provide the City reports and/or copies as requested.
2. Upon receiving work locations in the form of a Work Order from the City verify the location and quantity of work from the Work Order, and advise the City of any adjacent or nearby work.
3. Submit alternative construction techniques or improvements to proposed work and/or plans as necessary, or as requested.

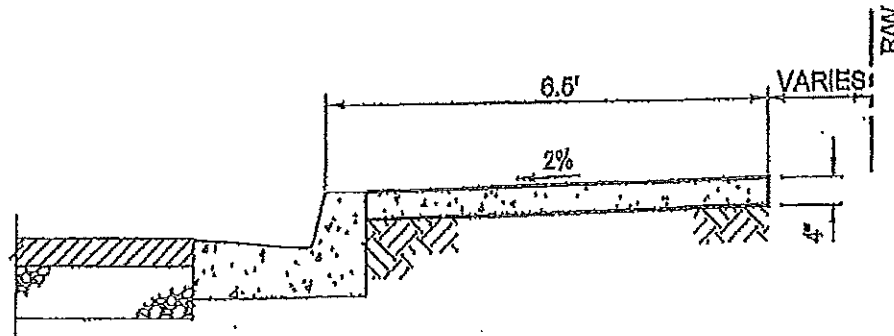
D. City Standards

The following are standards for the City of Chino Hills. The Contractor will be required to perform to these Standards. Detailed drawings are available on line at <http://www.chinohills.org>.

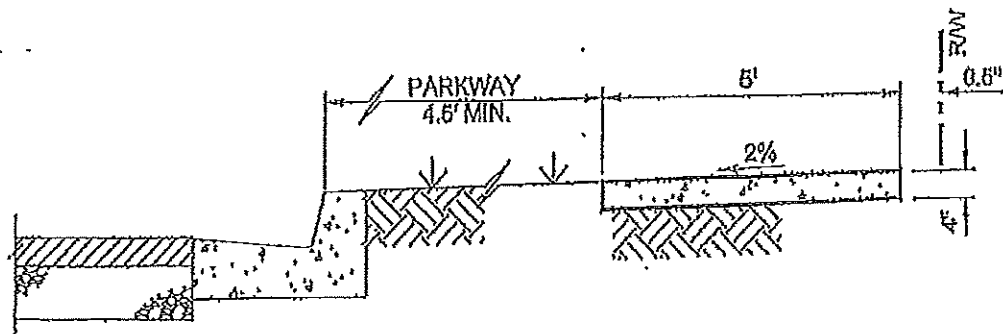
City Standard	Description	No of Pages
107	Sidewalk	1
108	Access Ramp	3
109	Curb & Gutter	2
111	Cross Gutter & Spandrel	1
116	Residential Driveway	3
117	Commercial Driveway	3

E. The successful contractor shall abide by the latest edition of the MUTCD Standards for Temporary Traffic Control Zones (TTC Zones) while performing work in the City of Chino Hills.

EXHIBIT B



CURB ADJACENT



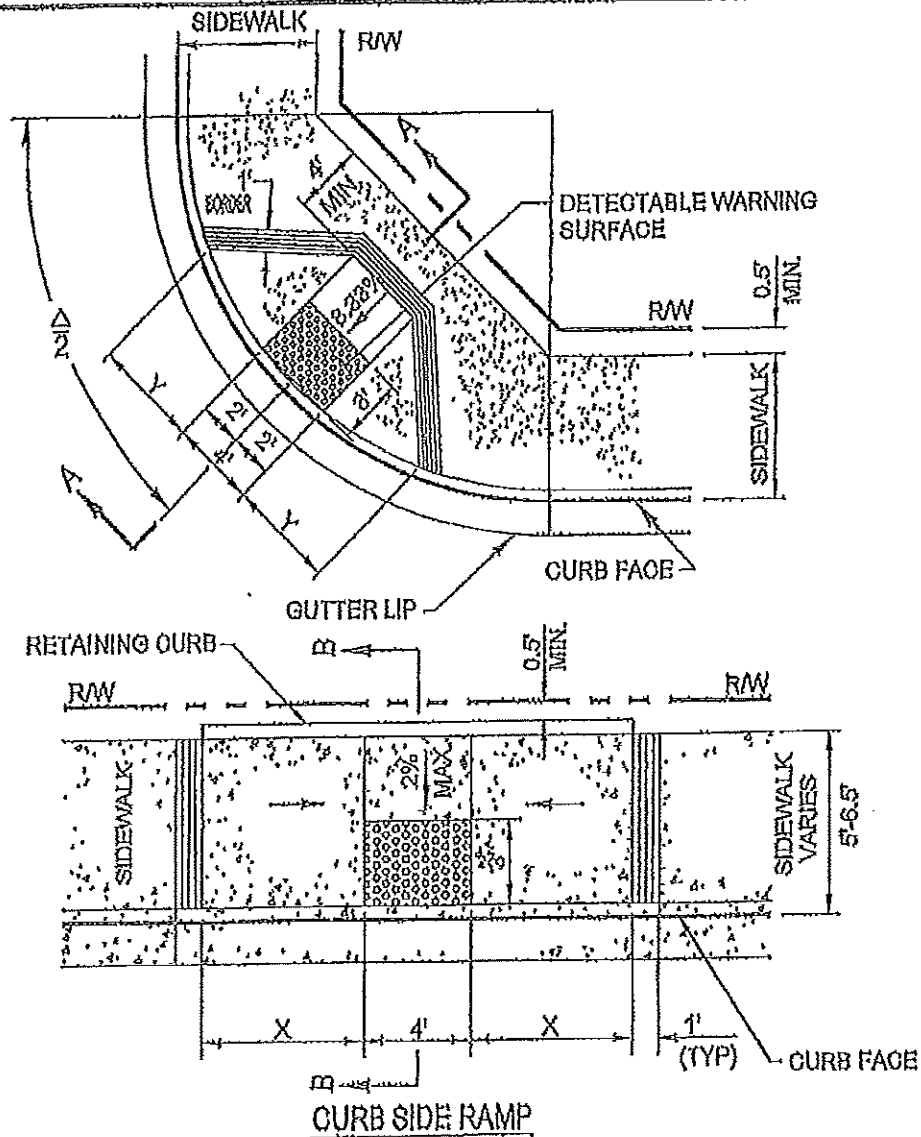
PROPERTY LINE ADJACENT

NOTES:

1. PRIOR TO REMOVAL, EXISTING P.C.C. SIDEWALK SHALL BE SAWOUT AT A SCORELINE.
2. A SUITABLE HERBICIDE SHALL BE APPLIED TO SUBGRADE WHERE SIDEWALK IS TO BE PLACED.
3. CONCRETE SHALL BE 520-0-2500 P.C.C., CURED WITH WHITE PIGMENT COMPOUND.
4. SIDEWALK SHALL HAVE SCORELINES AT 5' INTERVALS, WEAKENED PLANE JOINTS AT 10' INTERVALS AND 1/2" PAPER EXPANSION JOINTS AT 60' INTERVALS. JOINT LOCATIONS SHALL MATCH CURB JOINTS.
5. FINISH SHALL BE FINE BROOM.
6. VARIANCE OF SIDEWALK DIMENSIONS SHALL REQUIRE THE APPROVAL OF THE CITY ENGINEER.
7. THE SUBGRADE UNDER THE SIDEWALK AND DRIVEWAY APPROACHES SHALL BE SCARIFIED TO A DEPTH OF AT LEAST EIGHT (8) INCHES AND MOISTURE SHALL BE APPLIED TO MAINTAIN FREE WATER ON THE SURFACE FOR AT LEAST 24 HOURS PRIOR TO PLACING CONCRETE AND THE SUBGRADE SHALL THEN BE PREPARED WITHOUT COMPACTIVE EFFORT.

APPR. BY: <i>[Signature]</i> 04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	SIDEWALK	107

EXHIBIT B



	X RAMP SLOPE (8.33% MAX.)	Y CURB SLOPE (10% MAX.)
6" CURB	6' MIN.	6' MIN.
8" CURB	8' MIN.	6.67' MIN.

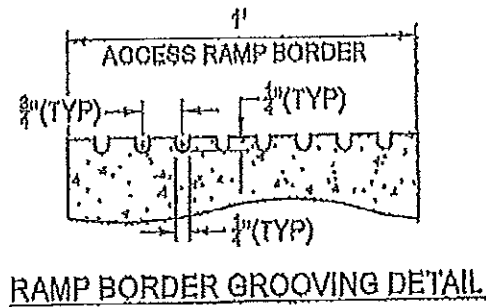
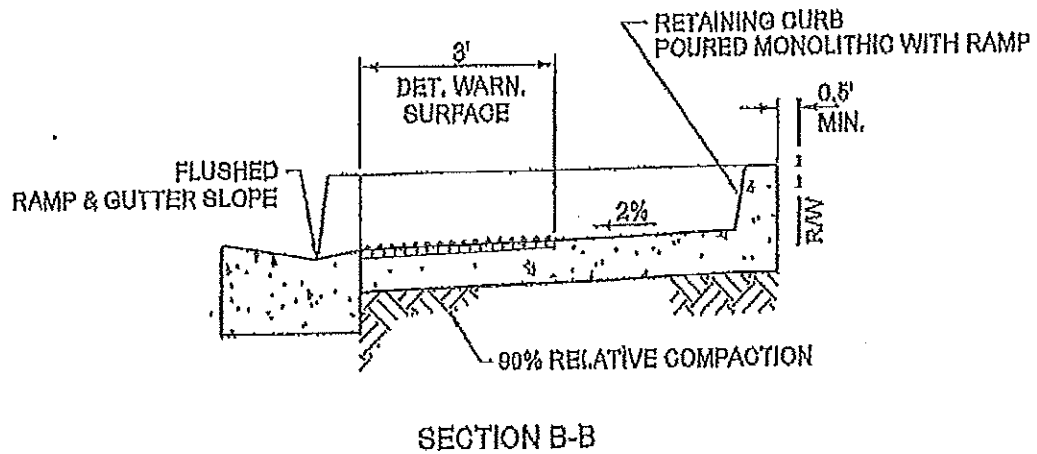
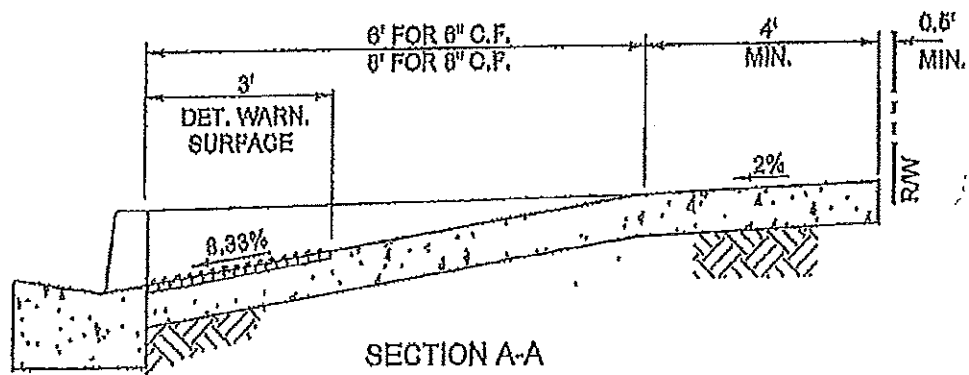
APPR. BY: <i>Steven C. Nix</i> 04/11		
STEVEN C. NIX, CITY ENGINEER DATE		
DATE	REVISION	BY

CITY OF CHINO HILLS
ENGINEERING DEPARTMENT

ACCESS RAMP

108
1 of 3

EXHIBIT B



APPR. BY: <i>[Signature]</i> 04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	ACCESS RAMP	
			108	
			2 of 3	

EXHIBIT B

NOTES:

1. PRIOR TO REMOVAL, EXISTING P.C.C. SHALL BE SAWCUT AT THE B.O.R. AND E.O.R. FOR DIAGONAL RAMPS OR AT A SCORELINE FOR IN-LINE RAMPS.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH A 1/2" RADIUS.
3. A SUITABLE HERBICIDE SHALL BE APPLIED TO THE SUBGRADE WHERE THE RAMP IS TO BE PLACED.
4. CONCRETE SHALL BE CLASS 620-Q-2500 P.C.C. CURED WITH WHITE PIGMENT COMPOUND.
5. CURB RAMPS SHALL BE CONSTRUCTED WITH CAST IN PLACE DETECTABLE WARNING SURFACE INSTALLED AT THE BOTTOM OF THE RAMP EXTENDING THE FULL WIDTH OF THE RAMP BY 3'-0" IN DEPTH DETECTABLE WARNING SURFACES SHALL CONFORM TO FEDERAL AND STATE SPECIFICATIONS AS REFERENCED IN THIS STANDARD.
6. CURB SLOPE ("V" DIMENSION) SHALL NOT EXCEED BCR-ECR.
7. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5 PERCENT WITHIN 4 FEET OF THE TOP OR BOTTOM OF THE RAMP.


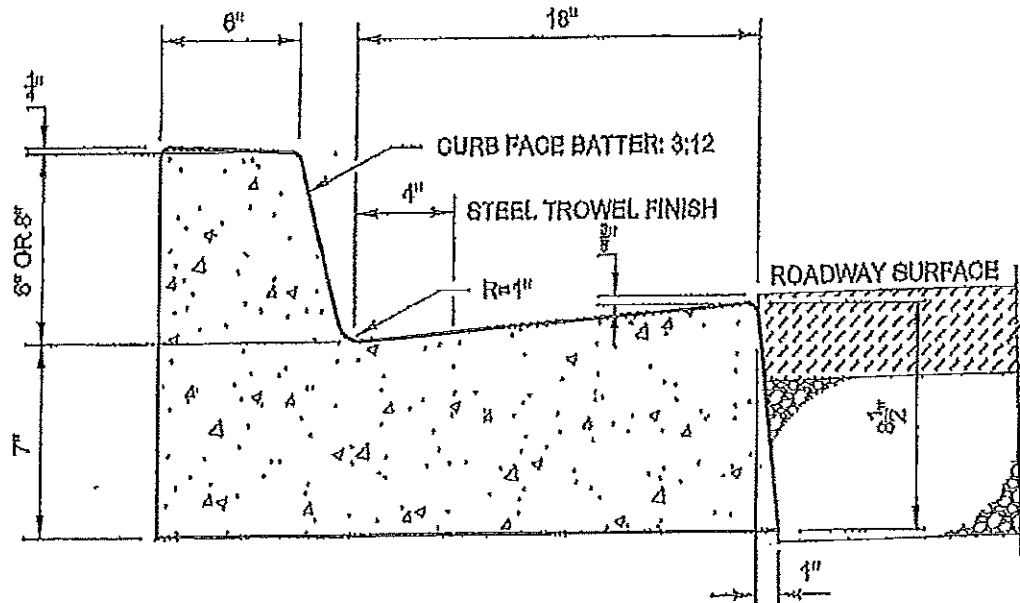
APPR. BY:  04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER DATE			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	ACCESS RAMP	108 3 of 3

EXHIBIT B

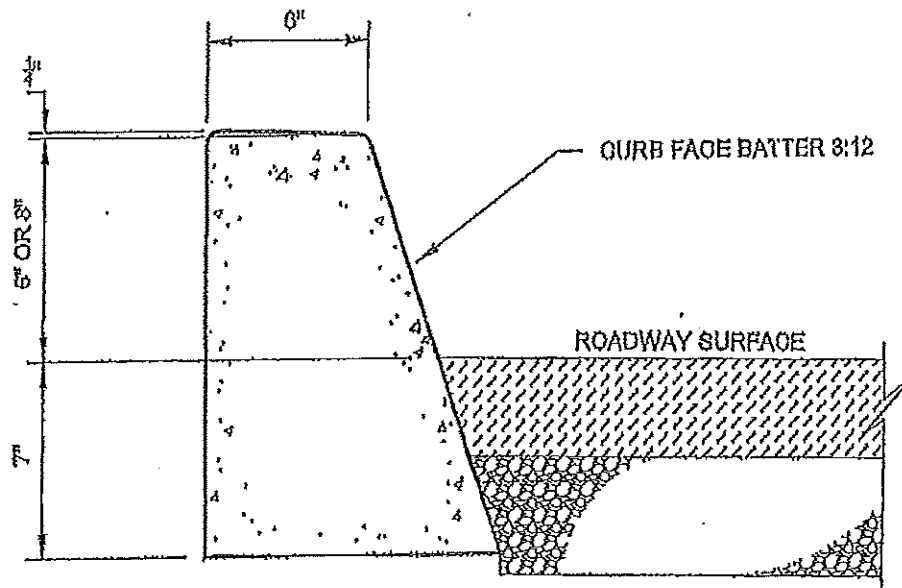


NOTES:

1. PRIOR TO REMOVAL, P.C.O. SHALL BE SAWCUT AT A SCORELINE.
2. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C.; CURED WITH WHITE PIGMENT COMPOUND.
3. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
4. FINISHED SHALL BE FINE BROOM.
5. EXISTING P.C.C. CURB AND GUTTERS SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
6. CURBS SHALL HAVE 1/2" EXPANSION PAPER AT 60-FT. INTERVALS, AND WEAKENED PLANE JOINTS AT 10-FT. INTERVALS; NO SCORE LINES ALLOWED.
7. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
8. WHEN AN EXTRUSION MACHINE IS USED, ADDITIONAL FINISH WORK MAY BE REQUIRED. WEAKENED PLANE JOINTS MAY BE SAWCUT.

APPR. BY: <i>[Signature]</i> 04/11			CITY OF CHINO HILLS	
STEVEN O. NIX, CITY ENGINEER			ENGINEERING DEPARTMENT	
DATE	REVISION	BY		
			CURB AND GUTTER	
			109	
			1 of 2	

EXHIBIT B

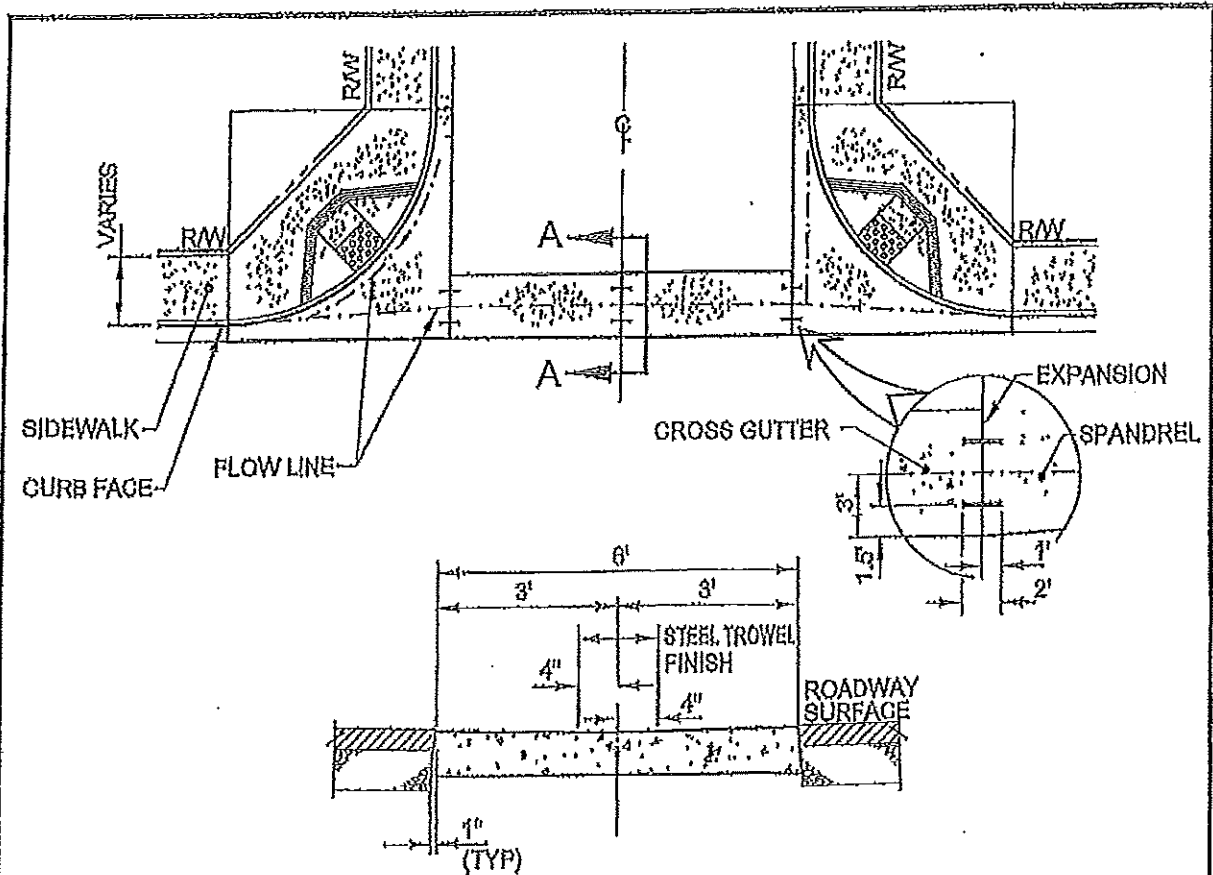


NOTES:

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2. CONCRETE SHALL BE CLASS 620-C-2500 P.C.C.; CURED WITH WHITE PIGMENT COMPOUND.
3. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
4. FINISH SHALL BE FINE BROOM.
5. EXISTING P.C.C. CURB SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
6. CURBS SHALL HAVE 1/2" EXPANSION PAPER AT 60-FT. INTERVALS, AND WEAKENED PLANE JOINTS AT 10-FT. INTERVALS ONLY; NO SCORE LINES ALLOWED.
7. WHEN CURB IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
8. WHEN AN EXTRUSION MACHINE IS USED, ADDITIONAL FINISH WORK MAY BE REQUIRED. WEAKENED PLANE JOINTS MAY BE SAWCUT.

APPR. BY: <i>[Signature]</i> 04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER			ENGINEERING DEPARTMENT	
DATE	REVISION	BY		
			MEDIAN CURB	
			109	
			2 of 2	

EXHIBIT B



SECTION A-A

NOTES:

1. CONCRETE SHALL BE CLASS 620-G-2800, BROOM FINE FINISHED, AND CURED WITH WHITE PIGMENT COMPOUND.
2. MINIMUM THICKNESS OF SPANDREL AND CROSS GUTTER SHALL BE 8-INCHES.
3. EXISTING P.G.C. TO BE REMOVED SHALL BE SAW CUT AT WEAKENED PLANE JOINT.
4. SUBGRADE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION AND WETTED 24 HOURS BEFORE CONCRETE POURING.
5. ACCESS RAMP SHALL BE PER CITY STANDARD PLAN 108.
6. EXPANSION JOINTS SHALL BE 1/2" WIDE PAPER AND CONSTRUCTED AS SHOWN ON PLAN.
7. WEAKENED PLANE JOINT REQUIRED AS SHOWN WITH 1.5-INCH IN DEPTH AND 1/4-INCH WIDTH.
8. CROSS GUTTER SHALL HAVE No. 4 STEEL REBAR TWO FT. IN LENGTH AND PLACED AS SHOWN ON PLAN.
9. ALL FLOW-LINE P.J.'S SHALL BE LOCATED BY SURVEY AND GRADE STAKED PRIOR TO PLACING OF CONCRETE.

APPR. BY: <i>[Signature]</i> 04/11 STEVEN C. NIX, CITY ENGINEER DATE			CITY OF CHINO HILLS ENGINEERING DEPARTMENT	
DATE	REVISION	BY	CROSS GUTTER AND SPANDREL	
				111

EXHIBIT B

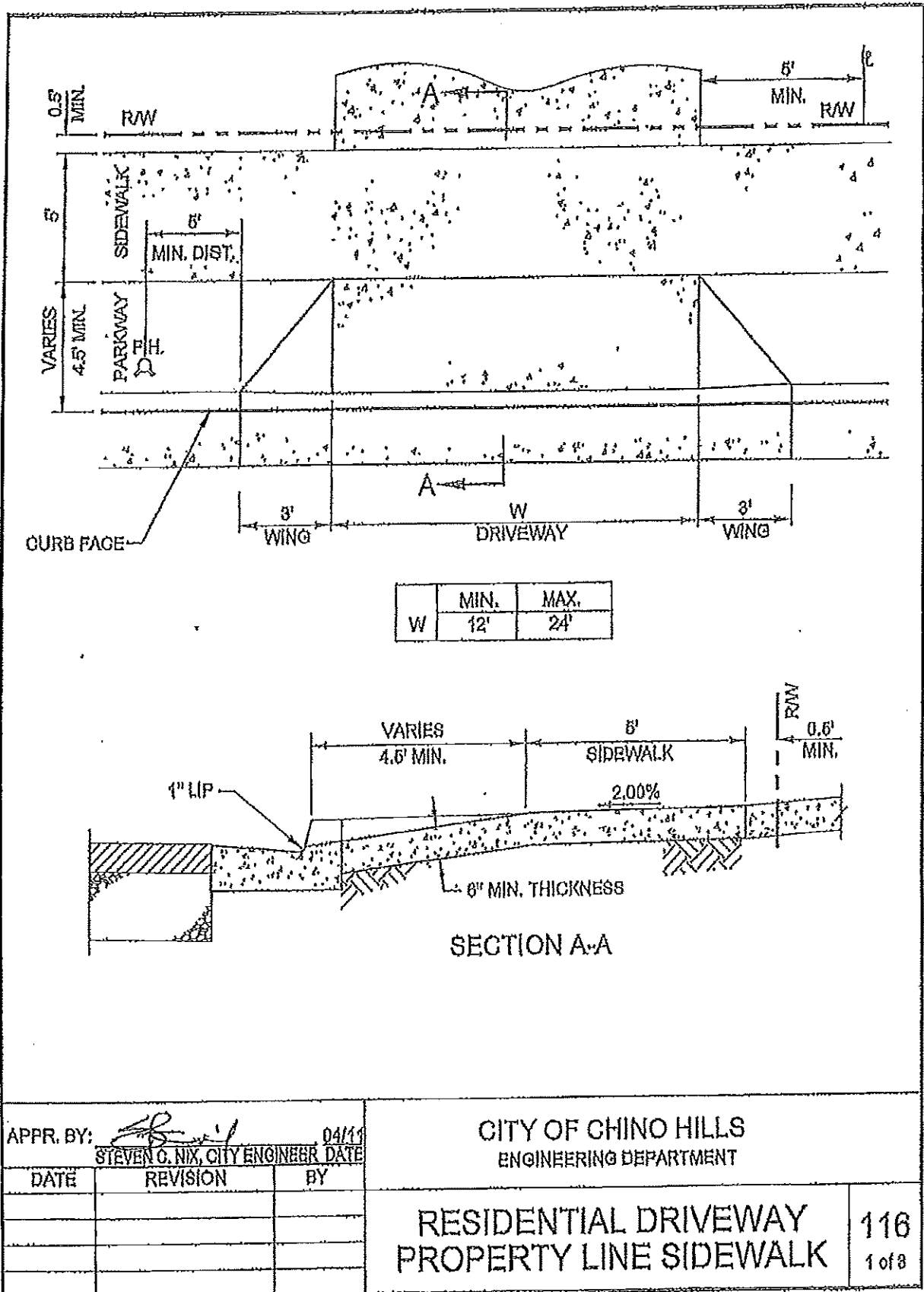
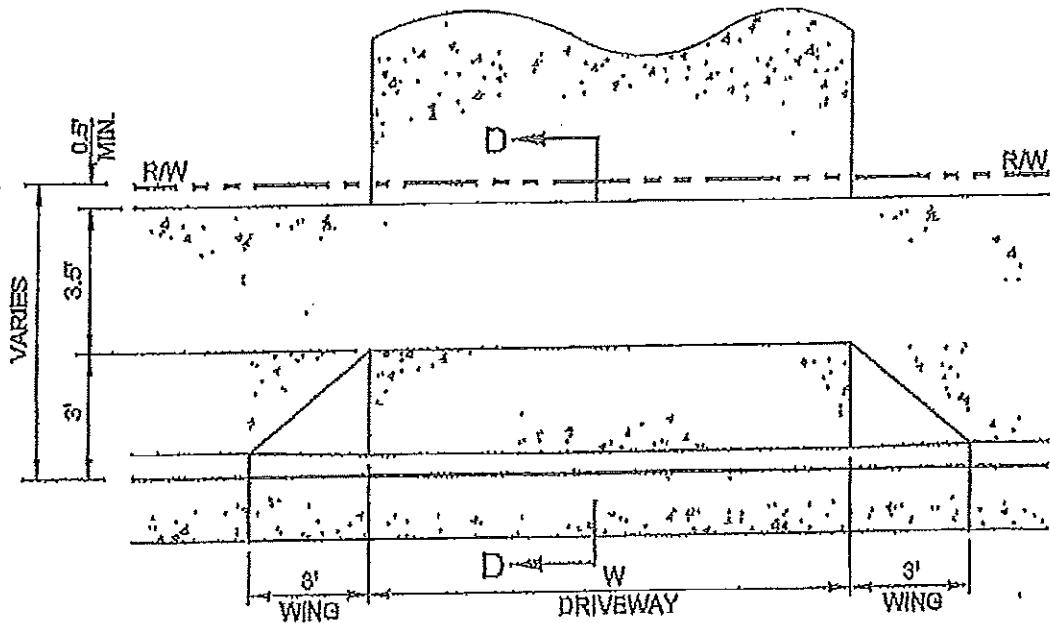
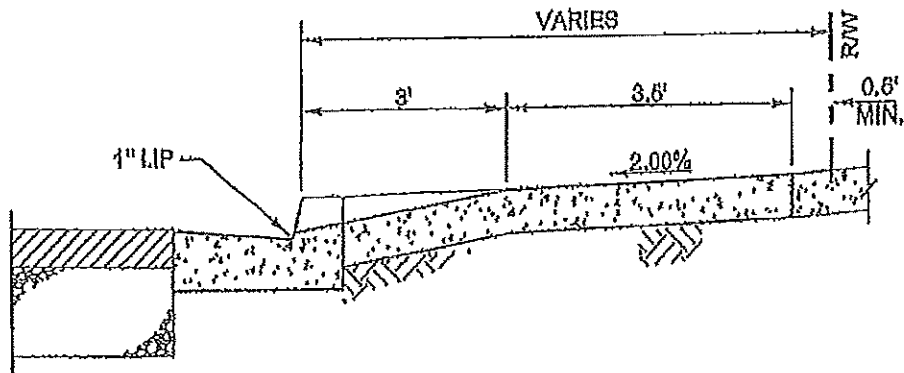


EXHIBIT B



	MIN.	MAX.
W	12'	24'



SECTION D-D

APPR. BY: <i>[Signature]</i> 04/11		
STEVEN G. NIX, CITY ENGINEER DATE		
DATE	REVISION	BY

CITY OF CHINO HILLS
ENGINEERING DEPARTMENT

RESIDENTIAL DRIVEWAY
CURB ADJACENT SIDEWALK

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2 of 3

EXHIBIT B

NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500, BROOM FINE FINISHED, AND CURED WITH WHITE PIGMENT COMPOUND.
2. SUBGRADE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION AND WETTED 24 HRS BEFORE CONCRETE POURING.
3. EXISTING P.O.O. TO BE REMOVED SHALL BE SAWCUT AT WEAKENED PLANE JOINT.
4. NEW CURB & GUTTER CONSTRUCTION IS REQUIRED FOR DRIVEWAY APPROACHES, CURB CUTS SHALL NOT BE PERMITTED.
5. DISTANCE BETWEEN DRIVEWAY APPROACHES SHALL BE A MINIMUM OF 10 FEET.
6. VARIANCE TO STANDARD DRIVEWAY APPROACH DIMENSIONS REQUIRE CITY ENGINEER APPROVAL.
7. WEAKENED PLANE JOINT REQUIRED FOR "W" EXCEEDING 14'.


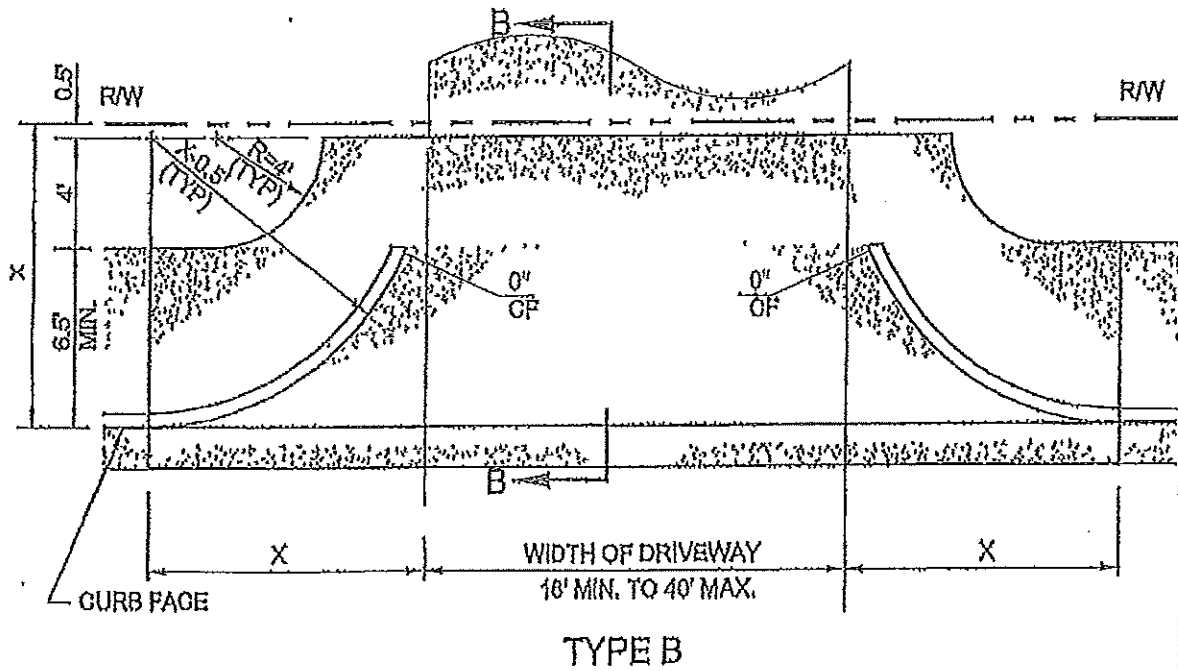
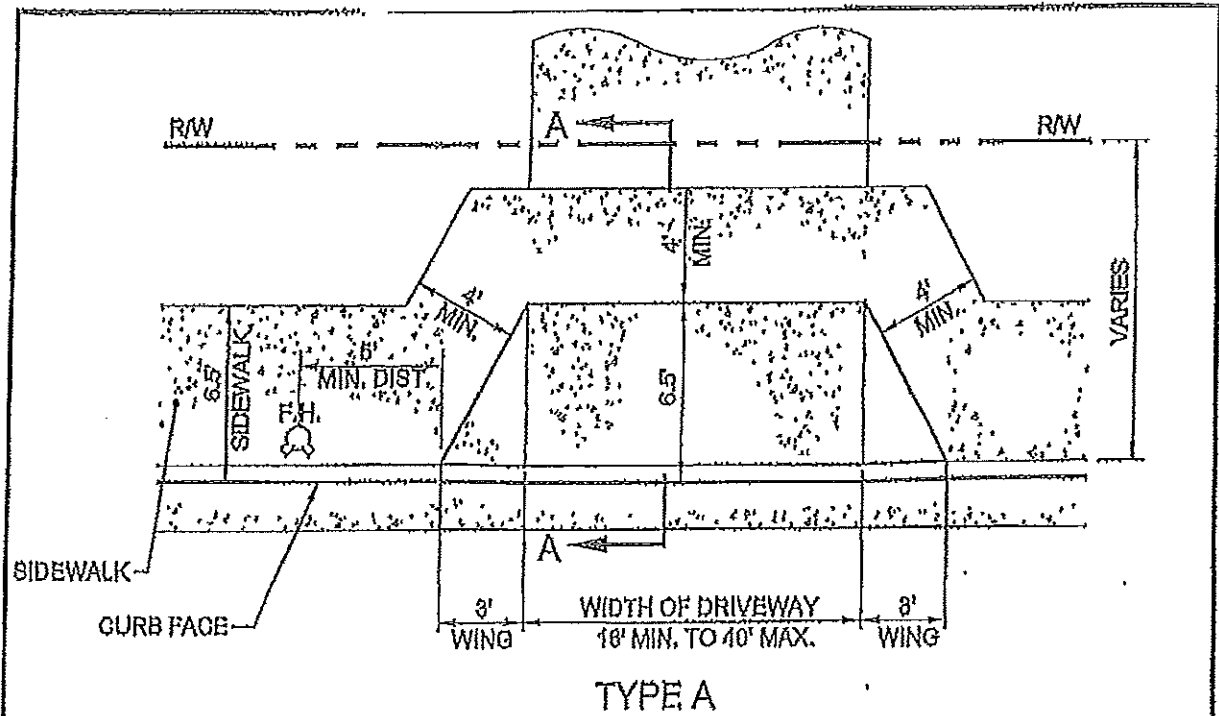
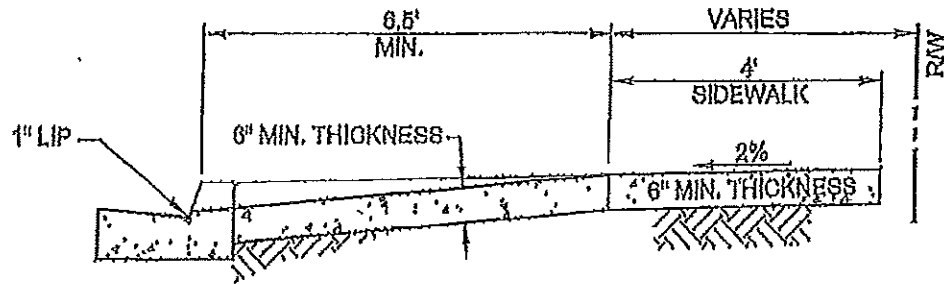
APPR. BY:  04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER DATE			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	RESIDENTIAL DRIVEWAY PROPERTY LINE SIDEWALK	116 3 of 3

EXHIBIT B

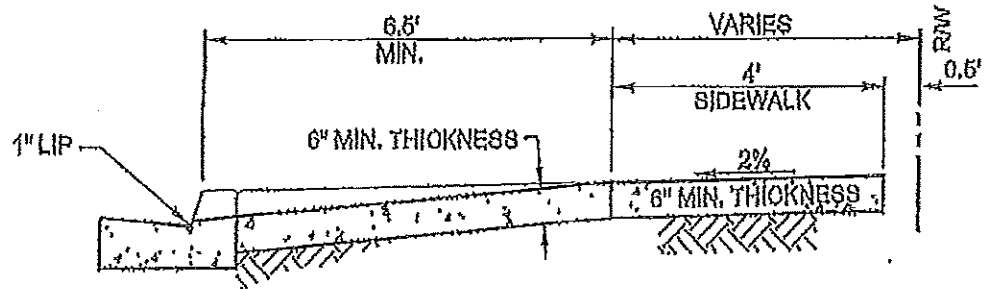


APPR. BY: <i>Steven C. Nix</i> 04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	COMMERICAL DRIVEWAY APPROACH	
			117 1 of 3	

EXHIBIT B



SECTION A-A



SECTION B-B

APPR. BY: <i>[Signature]</i> 04/11			CITY OF CHINO HILLS	
STEVEN C. NIX, CITY ENGINEER DATE			ENGINEERING DEPARTMENT	
DATE	REVISION	BY	COMMERICAL DRIVEWAY APPROACH	
			117 2 of 3	

EXHIBIT B

NOTES:

1. CONCRETE SHALL BE CLASS 620-C-2800, BROOM FINE FINISHED, AND CURED WITH WHITE PIGMENT COMPOUND.
2. SUBGRADE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION AND WETTED 24 HRS BEFORE CONCRETE POURING.
3. EXISTING P.O.C. TO BE REMOVED SHALL BE SAWCUT AT WEAKENED PLANE JOINT.
4. NEW CURB & GUTTER CONSTRUCTION IS REQUIRED FOR DRIVEWAY APPROACHES, CURB CUTS SHALL NOT BE PERMITTED.
5. CURB RADIUS SHALL BE CONSTRUCTED MONOLITHICALLY WITH DRIVEWAY.
6. VARIANCE TO STANDARD DRIVEWAY APPROACH DIMENSIONS REQUIRE CITY ENGINEER APPROVAL.
7. WEAKENED PLANE JOINT REQUIRED FOR "WIDTH OF DRIVEWAY" EXCEEDING 14'.


APPR. BY: 			04/11		CITY OF CHINO HILLS ENGINEERING DEPARTMENT
STEVEN C. NIX, CITY ENGINEER			DATE		
DATE	REVISION	BY	COMMERICAL DRIVEWAY APPROACH		
			117 3 of 3		

EXHIBIT "C"

Quantity Ranges – Category "A" Sidewalk R&R

Cost per square foot for a 4" sidewalk removal and replacement requested.

Square Ft. per Work Location	Proposal Unit Price
50-500	\$9.75
501-1500	\$9.75
1501-3500	\$9.
3501-8000	\$9.
8001-11000	\$9.

Quantity Ranges – Category "A-1" New Sidewalk Construction

Square Ft. per Work Location	Proposal Unit Price
50-100	\$9.
101-500	\$9.
501-1000	\$9.

Quantity Ranges – Category "B" 6" Curb and Gutter R&R

Cost per linear foot for a 6" curb and gutter removal and replacement as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$50
101-500	\$48
501-1000	\$48
1001-2500	\$48

Quantity Ranges – Category "B-1" 6" Curb and Gutter New Construction

Cost per linear foot for construction of a new 6" curb and gutter as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$50
101-500	\$48

Quantity Ranges – Category “B-2” 6” Curb Only R&R

Cost per linear foot for 6” curb only removal and replacement as requested.

Linear Ft. per Work Location	Proposal Unit Price
10-100	\$ 48
101-250	\$ 48
251-500	\$ 48
501-1000	\$ 45
1001-2500	\$ 43

Quantity Ranges – Category “B-3” 8” Curb Only R&R

Cost per linear foot for 6” curb only removal and replacement as requested.

Linear Ft. per Work Location	Proposal Unit Price
10-100	\$ 49
101-250	\$ 49
251-500	\$ 49
501-1000	\$ 46
1001-2500	\$ 44

Quantity Ranges – Category “B-5” 6” Curb Only New Construction

Cost per linear foot for construction of new 6” curb only as requested.

Linear Ft. per Work Location	Proposal Unit Price
10-100	\$ 45
101-250	\$ 45
251-500	\$ 45
501-1000	\$ 43
1001-2500	\$ 42

Quantity Ranges – Category “B-6” 6” Curb Only New Construction
 Cost per linear foot for construction of new 6” curb only as requested..

Linear Ft. per Work Location	Proposal Unit Price
10-100	\$ 44
101-250	\$ 44
251-500	\$ 44
501-1000	\$ 42
1001-2500	\$ 40

Quantity Ranges - Category “C” 6” Thick Driveway Approach R&R
 Cost per square foot for 6” driveway approach removal and replacement as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$10.75
101-500	\$10.75
501-1000	\$10.50
1001-2500	\$10.50

Quantity Ranges – Category “C” 8” Thick Driveway Approach R&R
 Cost per square foot for 8” driveway approach removal and replacement as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$13.
101-500	\$13
501-1000	\$13
1001-2500	\$13

Quantity Ranges – Category “C-1” 6” Thick Driveway Approach New Construction
 Cost per square foot for construction of 6” driveway approach new construction as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$10.
101-500	\$ 10
501-1000	\$ 10

Quantity Ranges – Category “C-1” 8” Thick Driveway Approach New Construction
 Cost per square foot for construction of 8” driveway approach new construction as requested.

Square Ft. per Work Location	Proposal Unit Price
50-100	\$13
101-500	\$13
501-1000	\$12

Quantity Ranges – Category “D” Handicap Access Ramp R&R
 Cost per square foot for typical 250 square foot size handicap access ramp removal and replacement as requested.

Square Ft. per Work Location	Proposal Unit Price
250	\$18.
251-1000	\$18
1001-1750	\$17

Quantity Ranges – Category “D-1” Handicap Access Ramp New Construction
 Cost per square foot for typical size 250 sq. ft. handicap access ramp new construction.

Square Ft. per Work Location	Proposal Unit Price
250	\$18
251-1500	\$18

Quantity Ranges – Category “E” Cross Gutter R&R

Cost per square foot for removal and replacement of typical 320 sq. ft. with dimensions: 8' wide by 40' long by 8" depth.

Square Ft. per Work Location	Proposal Unit Price
320	\$15
321-600	\$15

Quantity Ranges – Category “E-1” Cross Gutter New Construction

Cost per square foot for construction of new cross gutter 320 sq. ft. with dimensions: 8' wide by 40' long by 8" depth.

Square Ft. per Work Location	Proposal Unit Price
320	\$15
321-600	\$15

Quantity Ranges – Category “F-1” Spandrel R&R

Cost per square foot for typical 120 sq. ft. with dimensions: 6' wide by 20' long by 8" depth.

Square Ft. per Work Location	Proposal Unit Price
120	\$15
121-600	\$15

Quantity Ranges – Category “G” Provide and Install Base

Cost per ton to provide and install to 90% relative compaction 10" of crushed Aggregate Base.

Tons per Location	Proposal Unit Price
1	\$85
3	\$85

Quantity Ranges – Category “H” Sidewalk Grinding

Cost per linear foot to mechanically grind adjacent displaced sidewalk panels 12"-16" back from displaced edge to fashion an inclined plane not to exceed 10% slope.

Linear Ft. per Work Location	Proposal Unit Price
50-100	\$13

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Quantity Ranges – Category "I" Concrete Pumping

Cost for set-up fee for concrete pump as requested.

Set-up Fee \$300.00

Quantity Ranges – Category "I-1" Concrete Pumping

Cost per yard pumped through concrete pump as requested

Per Yard Pumped	Proposal Unit Price
1-50	\$14.
51-250	\$14.
251-1000	\$14.

Quantity Ranges – Category "I-2" Concrete Pumping

Cost per linear foot of hose over 150' as requested.

Per Yard Pumped	Proposal Unit Price
151-500	\$16.
501-1000	\$16.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 18

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AUTHORIZE MUTUAL AID AGREEMENTS WITH THE SAN
BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND WITH THE
COUNTY OF SAN BERNARDINO

RECOMMENDATION:

1. Authorize execution of a Mutual Aid Agreement with the San Bernardino County Flood Control District for services rendered for or by the City in the event of an emergency.
2. Authorize execution of a Mutual Aid Agreement with the County of San Bernardino for services rendered for or by the City in the event of an emergency.

BACKGROUND/ANALYSIS:

The mutual aid agreements with the San Bernardino County Flood Control District (District) and the County of San Bernardino (County) are necessary to enhance the City's emergency preparedness program. They assist the City in mitigating the effects of any significant natural or man-made disaster, in which the City and its resources may not otherwise be equipped to handle. The agreements further provide the City the ability to aid the District or County should they encounter similar circumstances.

The agreement with the District prescribes that either the City or District may initiate a service request to the non-requesting agency, in writing, for the maintenance or repairs of its respective flood control facilities, access roads, and related appurtenances.

Similarly, the agreement with the County prescribes that either the City or County may initiate a service request to the non-requesting agency, in writing, for the maintenance or repairs of its respective street facilities and related appurtenances.

AGENDA DATE: SEPTEMBER 27, 2016 PAGE 2
SUBJECT: AUTHORIZE A MUTUAL AID AGREEMENT WITH THE SAN
BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND
WITH THE COUNTY OF SAN BERNARDINO

Non-requesting agencies, and their respective representatives, will be under no obligation to approve or conduct the requested work. Should a service request be agreed upon, work performed for or by the City will not exceed \$25,000 per occurrence nor exceed \$100,000 per fiscal year as stipulated in the agreement. Provisions within the City's Procurement Policy grant the City Manager the authority to approve purchases of services up to \$25,000. The term of each agreement will terminate on June 30, 2019.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney, Finance Director, and Contract Compliance Officer.

FISCAL IMPACT:

The recommended actions are not a commitment to spend, but rather authorizations to obtain or provide emergency services should such disasters arise.

CEQA REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Nadeem Majaj, P.E., Public Works Director

KB/NM/MH

Attachment: Agreements



**San Bernardino County
Flood Control District**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. 091	A	Contract Number	
ePro Vendor Number					ePro Contract Number	
Flood Control District			Dept. 091	Orgn. 091	Contractor's License No.	
Contract Representative Brendon Biggs			Telephone (909)387-8040		Total Contract Amount Not to exceed \$300,000	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: Mutual Aid						
Commodity Code		Contract Start Date		Contract End Date		Original Amount \$
Fund RFA	Dept. 091	Organization 091	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No 09F99911	Amount \$ 300,000
Fund RFA	Dept. 091	Organization 091	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 09F99911	Amount \$ 300,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name City of Chino Hills Contract Maintenance Work				Estimated Payment Total by Fiscal Year		
				FY 16/17	Amount 100,000	I/D —
				17/18	100,000	—
				18/19	100,000	—

THIS CONTRACT is entered into in the State of California by and between the **San Bernardino County Flood Control District**, hereinafter called the **DISTRICT**, and

Name
City of Chino Hills
Address
14000 City Center Drive
Chino Hills, CA 91709
Telephone
(909) 364-2620
hereinafter called CITY
Federal ID No. or Social Security No.
On File

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, City Chino Hills (hereinafter referred to as "**CITY**") has observed that many of its flood control facilities, access roads, and related appurtenances within its jurisdiction need occasional maintenance and repair; and

WHEREAS, the San Bernardino County Flood Control District Act (Act) authorizes **DISTRICT** to contract with **CITY** for the maintenance, construction, or repair of **CITY** flood control facilities, access roads, and related

01180.0006/283611.1

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

appurtenances within CITY's jurisdiction if the legislative body of **CITY** determines that it is necessary for the more efficient maintenance and repair of said facilities, access roads, and appurtenances; and

WHEREAS, the legislative body of **CITY** determines that it is necessary for the more efficient maintenance and repair of its flood control facilities, access roads, and related appurtenances within **CITY** to contract with **DISTRICT** for **DISTRICT** to sometimes perform said work, including emergency work, on **CITY** flood control facilities, access roads, and related appurtenances located within the incorporated area of **CITY** (hereinafter referred to as "**DISTRICT CONTRACT WORK**"); and

WHEREAS, **DISTRICT CONTRACT WORK** will be performed by **DISTRICT** staff and/or **DISTRICT** contractors; and

WHEREAS, **DISTRICT CONTRACT WORK** will not exceed \$25,000 per project and **CITY** will reimburse **DISTRICT** for all costs incurred by **DISTRICT** in performing such **DISTRICT CONTRACT WORK** requested by **CITY** and completed by **DISTRICT**; and

WHEREAS, the San Bernardino County Flood Control District Act also authorizes **DISTRICT** to contract with **CITY** for the **CITY** to perform maintenance, construction, or repair of **DISTRICT** flood control facilities, access road, and related appurtenances within **CITY's** sphere of influence as defined by the San Bernardino County Local Agency Formation Commission (**CITY Sphere**); and

WHEREAS, **DISTRICT** has determined that it is necessary for the more efficient maintenance and repair of its flood control facilities, access roads, and related appurtenances to contract with **CITY** for **CITY** to sometimes perform **CONTRACT WORK**, which includes emergency work, on **DISTRICT** flood control facilities, access roads, and related appurtenances located within **CITY's Sphere (CITY CONTRACT WORK)**; and

WHEREAS, **CITY CONTRACT WORK** will be performed by **CITY** staff; and

WHEREAS, **CITY CONTRACT WORK** will not exceed \$25,000 per project and **DISTRICT** will reimburse **CITY** for all costs incurred by **CITY** in performing **CITY CONTRACT WORK** as requested by **DISTRICT** and completed by **CITY**; and

WHEREAS, **DISTRICT** and **CITY** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I

1.0 **For **DISTRICT CONTRACT WORK** provided to **CITY**:**

DISTRICT AGREES TO:

- 1.1 Schedule requested **DISTRICT CONTRACT WORK** upon receipt of a written "Notice to Proceed" from **CITY** and to provide to **CITY** a schedule of work days anticipated for the **DISTRICT CONTRACT WORK** for **CITY's** concurrence. **DISTRICT**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **CITY**.
- 1.2 Utilize **DISTRICT's** labor force or contractors in providing services under this Agreement.
- 1.3 Obtain a no-cost permit from **CITY** for any **DISTRICT CONTRACT WORK** to be performed within **CITY's** right-of-way.
- 1.4 Upon completion of each individual **DISTRICT CONTRACT WORK** assignment, submit to **CITY** an itemized accounting of actual **DISTRICT CONTRACT WORK** costs incurred by **DISTRICT** and an invoice for any related costs.

CITY AGREES TO:

- 1.5 Provide **DISTRICT** a written "Notice to Proceed" for any authorized work requested by **CITY**.
- 1.6 Provide a no-cost permit to **DISTRICT** for its work within **CITY's** right-of-way.
- 1.7 After **DISTRICT** completes each individual **DISTRICT CONTRACT WORK** assignment and submits an itemized accounting of actual **DISTRICT CONTRACT WORK** costs incurred by **DISTRICT** along with an invoice, to reimburse **DISTRICT** for **DISTRICT CONTRACT WORK** costs within thirty (30) days after receipt of invoice.
- 1.8 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **DISTRICT CONTRACT WORK** with the **DISTRICT**.
- 1.9 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.

SECTION II

2.0 FOR CITY CONTRACT WORK PROVIDED TO DISTRICT:

CITY AGREES TO:

- 2.1 Schedule the requested **CITY CONTRACT WORK** upon receipt of a written "Notice to Proceed" from the **DISTRICT** and provide to **DISTRICT** a schedule of work days anticipated for the **CITY CONTRACT WORK** for **DISTRICT's** concurrence. **CITY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **DISTRICT**.
- 2.2 Utilize **CITY's** labor force in providing services under this Agreement.
- 2.3 Obtain a no-cost permit from **DISTRICT** for any **CITY CONTRACT WORK** within **DISTRICT's** right-of-way.
- 2.4 Upon completion of each **CITY CONTRACT WORK** assignment, submit to **DISTRICT** an itemized accounting of **CITY CONTRACT WORK** costs incurred by **CITY** and an invoice for any related costs.

DISTRICT AGREES TO:

- 2.5 Provide **CITY** a written "Notice to Proceed" for any authorized work requested by **DISTRICT**.
- 2.6 Provide a no-cost permit to **CITY** for its work within **DISTRICT's** right-of-way.
- 2.7 After **CITY** completes each individual **CITY CONTRACT WORK** assignment and submits an itemized accounting of actual **CITY CONTRACT WORK** costs incurred by **CITY**, along with an invoice, to reimburse **CITY** for **CITY CONTRACT WORK** costs within sixty (60) days after receipt of invoice.
- 2.8 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CITY CONTRACT WORK** with the **CITY**.
- 2.9 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.

SECTION III

3.0 IT IS MUTUALLY AGREED:

- 3.1 **DISTRICT CONTRACT WORK** and **CITY CONTRACT WORK** shall include, but not be limited to: maintenance or emergency repair of flood control facilities, access road, and related appurtenances, as well as providing heavy equipment for storm debris cleanup, repair of fencing, minor basin excavation and facility repair, culvert repair, and miscellaneous drainage repairs.
- 3.2 **DISTRICT** and **CITY** will accept payment from each other for **CONTRACT WORK** requested by **CITY** or **DISTRICT** for up to \$25,000 per project.

- 3.4 The total cost for all work performed pursuant to Section 1.0 shall not exceed one hundred thousand dollars (\$100,000) per fiscal year, absent a written amendment to this Agreement. The total cost for all work performed pursuant to Section 2.0 shall not exceed one hundred thousand dollars (\$100,000) per fiscal year, absent a written amendment to this Agreement.
- 3.5 **CITY** or **DISTRICT** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from the requesting party (**CITY** or **DISTRICT**) and agreed to by the non-requesting party (**CITY** or **DISTRICT**). After completion of **CONTRACT WORK** on any particular facility, the requesting party (**CITY** or **DISTRICT**) shall be responsible for all future maintenance and repair work, unless the non-requesting party (**CITY** or **DISTRICT**) receives a future request to provide additional **CONTRACT WORK** under this Agreement, followed by an approval of a written "Notice to Proceed."

SECTION IV

4.0 IT IS FURTHER UNDERSTOOD AND AGREED:

- 4.1 The requesting party (**CITY** or **DISTRICT**) shall prepare and submit to the non-requesting party (**CITY** or **DISTRICT**) a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this Agreement. The Notice to Proceed shall include the location of such work, i.e. the flood control facility or facilities and/or or access road(s)), the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this Agreement. The **DISTRICT** Director shall have the authority to provide estimates and approve **CONTRACT WORK** projects up to \$25,000 and the **CITY** Director of Public Works and City Manager shall have the authority to provide estimates and approve **CONTRACT WORK** projects up to \$15,000 and \$25,000, respectively. The non-requesting party shall develop cost estimates and project schedules for review by the requesting party using Board of Supervisors (**BOARD**)/ City Council (**COUNCIL**) approved labor and equipment rates that include fringe and overhead for actual employee classifications, equipment rates that will recover the depreciation expenses and the maintenance and repair cost of the equipment used for the proposed work assignment and estimated material costs. If requested, the estimate of cost will be provided to the requesting party prior to the commencement of work. The non-requesting party is under no obligation to perform work tasks and the non-requesting party's representative identified in Paragraph 4.5 may decline to perform the requested work for any reason or for no reason.
- 4.2 The Effective Date of this Agreement shall be the first date on which all of the following has occurred: (1) the **CITY's** Council and **DISTRICT's** governing board (the San Bernardino County Board of Supervisors) have approved the Agreement; and (2) the authorized representative of each has signed the Agreement; and (3) a fully executed copy of the Agreement has been submitted to **CITY** and **DISTRICT**.
- 4.3 Insurance and Indemnification

DISTRICT is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through its respective programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement. **CITY** is a member of the California JPIA, a risk pooling joint powers authority. **CITY** participates in the JPIA's joint protection programs for the purpose of General Liability, Automobile Liability, Professional Liability with coverage of \$50 million per occurrence and Worker's Compensation coverage at statutory limits.

Neither **CITY** nor any officer or employee of **CITY** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **DISTRICT** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section

895.4, **DISTRICT** shall fully indemnify, defend and hold **CITY** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **DISTRICT** under or in connection with any work, authority or jurisdiction delegated to and performed by **DISTRICT** under this Agreement.

Neither **DISTRICT** nor any officer or employee of **DISTRICT** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CITY** under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **CITY** shall fully indemnify, defend and hold **DISTRICT** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority or jurisdiction delegated to and performed by **CITY** under this Agreement.

In the event **DISTRICT** and/or **CITY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, **DISTRICT** and/or **CITY** shall indemnify the other to the extent of its comparative fault.

CITY and **DISTRICT** agree to waive all rights of subrogation against each other.

- 4.4 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by **CITY** and **DISTRICT**.
- 4.5 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

City of Chino Hills
14000 City Center Drive
Chino, CA 91709
Attn.: Cheryl Balz,
City Clerk

San Bernardino County
Flood Control District
825 E. 3rd Street
San Bernardino , CA 92415 – 0835
ATTN: Gerry Newcombe, Director

- 4.6 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.
- 4.7 This Agreement shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated. Any dispute or action to enforce any obligation under this Agreement shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this Agreement, each **PARTY** to the Agreement shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 4.3.
- 4.8 This Agreement contains the entire Agreement of the parties with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This Agreement may only be modified in writing, signed by authorized representatives of both **CITY** and **DISTRICT**.

- 4.9 This Agreement may be terminated, with or without cause, by either **CITY** or **DISTRICT** upon thirty (30) days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the parties prior to the effective date of cancellation shall be paid by the parties in the same proportion to their contribution for the **CONTRACT WORK**.
- 4.10 Except with respect to the indemnification obligations contained herein, this Agreement shall terminate on June 30, 2019.
- 4.11 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.12 The Recitals preceding the terms of this Agreement are incorporated into the terms hereof by this reference and constitute constructive terms of this Agreement.

WITNESS WHEREOF, this **AGREEMENT**, has been fully executed on behalf of **DISTRICT** by its duly authorized Board members and **CITY** has caused the same to be duly executed in its name and on its behalf by its duly authorized representative.

This **AGREEMENT** shall inure to the benefit of and to be binding upon the successors and assigns both **PARTIES**.

**COUNTY OF SAN BERNARDINO FLOOD
CONTROL DISTRICT**

►
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF CHINO HILLS

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name: Art Bennett
(Print or type name of person signing contract)

Title: Mayor
(Print or Type)

Dated: September 27, 2016

Attest: _____
Cheryl Balz, City Clerk

Address: 14000 City Center Drive
Chino Hills, CA 91709

Approved as to Legal Form

►
Counsel – Sophie A. Akins

Date _____

Reviewed by Contract Compliance/Grant Mann

►

Date _____

Presented to Board for Signature

►
Director - Gerry Newcombe

Date _____



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. TRA	A	Contract Number	
ePro Vendor Number					ePro Contract Number	
County Department Public Works - Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.	
County Department Contract Representative Brendon Biggs			Telephone (909) 387-8040		Total Contract Amount NTE \$100,000 per year	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: MUTUAL AID						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
				6-30-2019		\$300,000
Fund SAA	Dept. TRA	Organization TRA	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No.	Amount \$300,000
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$300,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name City of Chino Hills Contract Maintenance and Emergency Work				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called **COUNTY**, and

Name

City of Chino Hills

Address

14000 City Center Drive

Chino Hills , CA 91709

Telephone

(909) 364-2620

Federal ID No. or Social Security No.

hereinafter called **CITY**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, **CITY** has observed that many of its street facilities and related appurtenances within its jurisdiction need occasional maintenance and repair; and

WHEREAS, Streets and Highways Code sections 1685 and 1803 authorize **CITY** to contract with **COUNTY** for the maintenance, construction, or repair of **CITY** streets, if the legislative body of **CITY** determines that it is necessary for the more efficient maintenance, construction, or repair of said streets; and

01180.0006/283610.1

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, the legislative body of **CITY** determines that it is necessary for the more efficient maintenance and repair of its street facilities and related appurtenances within **CITY** to contract with **COUNTY** for **COUNTY** to sometimes perform said work, including emergency work, on **CITY** street facilities and related appurtenances located within the incorporated area of **CITY** (hereinafter after referred to as "**CONTRACT WORK**"); and

WHEREAS, **CONTRACT WORK** will be performed by **COUNTY** staff and/or **COUNTY** contractors; and

WHEREAS, **CONTRACT WORK** will not exceed \$25,000 per project and **CITY** will reimburse **COUNTY** for all costs incurred by **COUNTY** in performing such **CONTRACT WORK** requested by **CITY** and completed by **COUNTY**; and

WHEREAS, Streets and Highways Code section 1710 authorizes **COUNTY** to contract with **CITY** for the **CITY's** maintenance, construction, or repair of **COUNTY** highways within unincorporated county territory of the county; and

WHEREAS, **COUNTY** has determined that it is necessary for the more efficient maintenance and repair of its highway facilities and related appurtenances to contract with **CITY** for **CITY** to sometimes perform **CONTRACT WORK**, which includes emergency work, on **COUNTY** highway facilities and related appurtenances located within **CITY's** sphere of influence as defined by the San Bernardino County Local Agency Formation Commission; and

WHEREAS, **CONTRACT WORK** will be performed by **CITY** staff; and

WHEREAS, **CONTRACT WORK** will not exceed \$25,000 per project and **COUNTY** will reimburse **CITY** for all costs incurred by **CITY** in performing **CONTRACT WORK** requested by **COUNTY** and completed by **CITY**; and

WHEREAS, **COUNTY** and **CITY** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

SECTION I

1.0 For CONTRACT WORK provided to CITY:

COUNTY AGREES TO:

- 1.1 Schedule requested work upon receipt of a written "Notice to Proceed" from **CITY** and to provide to **CITY** a schedule of work days anticipated for the work for **CITY** concurrence. **COUNTY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **CITY**.
- 1.2 Utilize **COUNTY's** Department of Public Works labor force or contractors in providing services under this Agreement.
- 1.3 Obtain a no-cost permit from **CITY** for any **CONTRACT WORK** to be performed within **CITY's** right-of-way.
- 1.4 Upon completion of each individual work assignment, submit to **CITY** an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** and an invoice for any related costs.

CITY AGREES TO:

- 1.5 Provide **COUNTY** a written "Notice to Proceed" for any authorized work requested by **CITY**.
- 1.6 Provide a no-cost permit to **COUNTY** for its work within **CITY's** right-of-way.
- 1.7 After **COUNTY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** along with an

invoice, to reimburse **COUNTY** for **CONTRACT WORK** costs within thirty (30) days after receipt of invoice.

- 1.8 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **COUNTY**.
- 1.9 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.

SECTION II

2.0 For CONTRACT WORK provided to COUNTY:

CITY AGREES TO:

- 2.1 Schedule the **COUNTY** requested **CONTRACT WORK** upon receipt of a written "Notice to Proceed" from the **COUNTY** and provide to **COUNTY** a schedule of work days anticipated for the **CONTRACT WORK** for **COUNTY's** concurrence. **CITY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **COUNTY**.
- 2.2 Utilize **CITY's** labor force in providing services under this Agreement.
- 2.3 Obtain a no-cost permit from **COUNTY** for work within **COUNTY's** right-of-way.
- 2.4 Upon completion of each **CONTRACT WORK** assignment, submit to **COUNTY** an itemized accounting of **CONTRACT WORK** costs incurred by **CITY** and an invoice for such costs.

COUNTY AGREES TO:

- 2.5 Provide **CITY** a written "Notice to Proceed" for any authorized work requested by **COUNTY**.
- 2.6 Provide a no-cost permit to **CITY** for its work within **COUNTY's** right-of-way.
- 2.7 After **CITY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **CITY**, along with an invoice, to reimburse **CITY** for **CONTRACT WORK** costs within sixty (60) days after receipt of invoice.
- 2.8 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **CITY**.
- 2.9 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.

SECTION III

3.0 IT IS MUTUALLY AGREED:

- 3.1 The types of **CONTRACT WORK** shall include, but not be limited to: maintenance or emergency repair of streets/highways, appurtenant fencing, culvert or drainage facilities, as well as providing heavy equipment for storm debris cleanup, striping, chip sealing, maintenance or emergency paving.
- 3.2 **COUNTY** and **CITY** will accept payment from each other for **CONTRACT WORK** requested by **CITY** or **COUNTY** for up to \$25,000.00 per project through Purchase Orders. The work assignment request shall include the location of the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this Agreement. **COUNTY** and **CITY** shall develop cost estimates and project schedules for review by the requesting agency using latest Board/Council approved labor and equipment rates that include fringe and overhead for actual employee classifications and equipment used for the proposed work assignment and estimated material costs. The estimate of cost will be provided to the requesting party prior to the commencement of work.
- 3.3 The cost for each project shall not exceed twenty-five thousand dollars (\$25,000).
- 3.4 The total cost for all work performed pursuant to Section 1.0 shall not exceed one hundred thousand dollars (\$100,000) per fiscal year, absent a written amendment to this Agreement. The

total cost for all work performed pursuant to Section 2.0 shall not exceed one hundred thousand dollars (\$100,000) per fiscal year.

- 3.5 **CITY** or **COUNTY** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from the requesting party (**CITY** or **COUNTY**) and agreed to by the non-requesting party (**CITY** or **COUNTY**). After completion of **CONTRACT WORK** on any particular facility, the requesting party (**CITY** or **COUNTY**) shall be responsible for all future maintenance and repair work, unless the non-requesting party (**CITY** or **COUNTY**) receives a future request to provide additional **CONTRACT WORK** under this Agreement, followed by an approval of a written "Notice to Proceed."

SECTION IV

4.0 IT IS FURTHER UNDERSTOOD AND AGREED:

- 4.1 The requesting party (**CITY** or **COUNTY**) shall prepare and submit to the non-requesting party (**CITY** or **COUNTY**) a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this Agreement. The Notice to Proceed shall include the location (street(s) or highway(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this Agreement. The **COUNTY** Director of Public Works shall have the authority to provide estimates and approve **CONTRACT WORK** up to \$25,000 and the **CITY** Director of Public Works and City Manager shall have the authority to provide estimates and approve **CONTRACT WORK** up to \$15,000 and \$25,000, respectively. The non-requesting party shall develop cost estimates and project schedules for review by the requesting party using Board of Supervisors (**BOARD**)/ City Council (**COUNCIL**) approved labor and equipment rates that include fringe and overhead for actual employee classifications, Department equipment rates that will recover the depreciation expenses and the maintenance and repair cost of the equipment used for the proposed work assignment and estimated material costs. If requested, the estimate of cost will be provided to the requesting party prior to the commencement of work. The non-requesting party is under no obligation to perform work tasks and the non-requesting party's representative identified in Paragraph 4.5 may decline to perform the requested work for any reason or for no reason.

- 4.2 The Effective Date of this Agreement shall be the first date on which all of the following has occurred: (1) the **CITY's** Council and **COUNTY's** Board have approved the Agreement; and (2) the authorized representative of each has signed the Agreement; and (3) a fully executed copy of the Agreement has been submitted to **CITY** and **COUNTY**.

4.3 Insurance and Indemnification

COUNTY is an authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through its respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement. **CITY** is a member of the California JPIA, a risk pooling joint powers authority. **CITY** participates in the JPIA's joint protection programs for the purpose of General Liability, Automobile Liability, Professional Liability with coverage of \$50 million per occurrence and Worker's Compensation coverage at statutory limits.

Neither **CITY** nor any officer or employee of **CITY** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **COUNTY** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **COUNTY** under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **COUNTY** shall fully indemnify, defend and hold **CITY** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions

on the part of **COUNTY** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **COUNTY** under this Agreement.

Neither **COUNTY** nor any officer or employee of **COUNTY** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CITY** under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **CITY** shall fully indemnify, defend and hold **COUNTY** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CITY** under this Agreement.

In the event **COUNTY** and/or **CITY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, **COUNTY** and/or **CITY** shall indemnify the other to the extent of its comparative fault.

CITY and **COUNTY** agree to waive all rights of subrogation against each other.

- 4.4 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by **CITY** and **COUNTY**.
- 4.5 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

City of Chino Hills
14000 City Center Drive
Chino, CA 91709
Attn.: Cheryl Balz
City Clerk

County of San Bernardino
825 East Third Street
San Bernardino, CA 92415
Attn.: Gerry Newcombe,
Director of Public Works

- 4.6 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.
- 4.7 This Agreement shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated. Any dispute or action to enforce any obligation under this Agreement shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this Agreement, each **PARTY** to the Agreement shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 4.3.
- 4.8 This Agreement contains the entire Agreement of the parties with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This Agreement may only be modified in writing, signed by authorized representatives of both **CITY** and **COUNTY**.
- 4.9 This Agreement may be terminated, with or without cause, by either **CITY** or **COUNTY** upon thirty (30) days advance written notice by the party wishing to terminate, provided however, that any such

cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the parties prior to the effective date of cancellation shall be paid by the parties in the same proportion to their contribution for the **CONTRACT WORK**.

- 4.10 Except with respect to the indemnification obligations contained herein, this Agreement shall be for a term of three (3) years and shall terminate on June 30, 2019, but may be terminated by either party (with or without cause) upon providing the other party thirty (30) days advance written notice.
- 4.11 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.12 The Recitals preceding the terms of this Agreement are incorporated into the terms hereof by this reference and constitute constructive terms of this Agreement.

IN WITNESS WHEREOF, the County of San Bernardino and the City of Chino Hills have each caused this Agreement to be subscribed by its respective duly authorized officers on its behalf.

COUNTY OF SAN BERNARDINO

►
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF CHINO HILLS

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name: Art Bennett
(Print or type name of person signing contract)

Title: Mayor
(Print or Type)

Dated: September 27, 2016

Attest: Cheryl Balz, City Clerk

Address: 14000 City Center Drive
Chino Hills, CA 91709

Approved as to Legal Form	Reviewed by Contract Compliance/Grant Mann	Presented to BOS for Signature
► County Counsel – Scott M. Runyan	► Grant Mann	► Department Head – Gerry Newcombe
Date _____	Date _____	Date _____

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 19

Public Hearing: ☐
Discussion Item: ☐
Consent Item: ☒

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ADMINISTERING AGENCY-STATE MASTER AGREEMENT WITH THE
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
(CALTRANS) FOR FEDERAL AID PROJECTS

RECOMMENDATION:

1) Authorize execution of the Administering Agency-State Master Agreement No. 08-5467F15 with the State of California Department of Transportation (Caltrans).

2) Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS APPROVING THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 08-5467F15 BETWEEN THE CITY OF CHINO HILLS AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE PROGRAM SUPPLEMENT AGREEMENTS, AND THE DIRECTOR OF PUBLIC WORKS TO SIGN CALTRANS' FORMS RELATED TO PROJECT ADMINISTRATION AND GRANT REIMBURSEMENT.

3) Direct the City Clerk to forward a certified copy of the Resolution, with the agreement, to Caltrans, Division of Local Assistance, Office of Project Implementation.

BACKGROUND/ANALYSIS:

The City applies and receives federal grants for transportation projects. Caltrans oversees the use of federal funding on behalf of the Federal Highways Administration and the City is the Administering Agency for the projects.

The City is required to enter into two principle agreements; Administering Agency-State Master Agreement for Federal-aid Projects (Master Agreement), and the Program Supplement Agreement to be eligible to receive federal funds. The Master Agreement

AGENDA DATE: SEPTEMBER 27, 2016 PAGE 2
SUBJECT: ADMINISTERING AGENCY-STATE MASTER AGREEMENT WITH
THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) FOR FEDERAL AID
PROJECTS

establishes general terms and conditions which must be met to receive federal-aid funds. The Program Supplement Agreement is a project specific agreement issued to the City for each project, and contains other delivery and funding terms that supplement the Master Agreement.

In June 2008, the City Council approved the Master Agreement No. 08-5467R with Caltrans for federal-aid projects. Recently, Caltrans has updated the Master Agreement to reflect changes to the Code of Federal Regulation (2 CFR 200) and requires all local agencies to sign this latest version to remain eligible to receive federal funding.

Staff is asking the City Council to approve the updated Master Agreement, authorize the City Manager to execute future Program Supplement Agreements to the Master Agreement, including any amendments, and authorize the Director of Public Works to sign Caltrans' forms related to project administration and grant reimbursement.

CEQA/NEPA REVIEW:

This action is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA. It will not result in any direct or indirect physical change in the environment.


REVIEW BY OTHERS:

This item has been reviewed by the City Attorney.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

Respectfully submitted,


Konradt Bartlam, City Manager

Recommended by:


Nadeem Majaj, P.E., Director of Public Works

NM/VC/PS

Attachments: Resolution
Administering Agency-State Master Agreement No. 08-5467F15

RESOLUTION NO. 2016R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS APPROVING THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 08-5467F15 BETWEEN THE CITY OF CHINO HILLS AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE PROGRAM SUPPLEMENT AGREEMENTS, AND THE DIRECTOR OF PUBLIC WORKS TO SIGN CALTRANS' FORMS RELATED TO PROJECT ADMINISTRATION AND GRANT REIMBURSEMENT

WHEREAS, the City applies and receives federal grants for transportation projects. Caltrans oversees the use of federal funding on behalf of the Federal Highways Administration and the City is the Administering Agency for the projects; and

WHEREAS, the City is required to enter into two principle agreements (Master Agreement Administering Agency-State Agreement for Federal-aid Projects (Master Agreement) and Program Supplement Agreement) to be eligible to receiving these funds; and

WHEREAS, the Master Agreement establishes general terms and conditions which must be met to receive Federal-aid funds. The Program Supplement Agreement is a project specific agreement issued to the City for each project, and contains other delivery and funding terms that supplement the Master Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS, DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council authorizes the execution of the Administering Agency-State Master Agreement No.08-5467F15 with the State of California Department of Transportation (Caltrans) for federal-aid projects.

SECTION 2. The City Manager, or his/her designee, is authorized to execute future Program Supplement Agreements to the Master Agreement, including any amendments.

SECTION 3. The Director of Public Works, or his/her designee, is authorized to sign Caltrans' forms related to project administration and grant reimbursement.

SECTION 4. The City Clerk shall forward a certified copy of the Resolution, with the agreement, to Caltrans, Division of Local Assistance, Office of Project Implementation.

SECTION 5. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

08 City of Chino Hills

District Administering Agency

Agreement No. 08-5467F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Chino Hills, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

City of Chino Hills

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Chino Hills
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

Attest: _____

Cheryl Balz, City Clerk

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY 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 ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: September 27, 2016

Item No.: 20

Public Hearing: ☐
Discussion Item: ☒
Consent Item: ☐

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CHINO HILLS 25th ANNIVERSARY

RECOMMENDATION:

1. Approve purchase of provisions and entertainment for the 25th Anniversary event as recommended by the sub-committee.
2. Authorize appropriations budget transfer from the General Fund Reserve in the amount of \$21,200.

BACKGROUND/ANALYSIS:

The City Council approved a five member sub-committee to discuss options to celebrate the City's 25th Anniversary. The sub-committee is comprised of one Commissioner from each Commission, and two members of the Council; Council Members Moran and Rogers.

The Council approved \$20,000 to be used for the 25th Anniversary as part of the budget process for the fiscal year 2015-16. Of that amount, a total of \$11,500 was used to purchase 25th Anniversary lapel pins, DVDs for State of the City, and banners to be displayed throughout the City. The sub-committee decided that anniversary stationery, letterhead and note cards, were not necessary. The Community Relations Division designed the 25th Anniversary logo and banners in-house saving on design cost, so the remaining \$8,500 was returned to the General Fund.

As part of the fiscal year 2016-17 budget process, the Council approved \$20,000 to be used primarily for marketing materials that includes a Historical Brochure and giveaway items to be distributed at a kick-off event and other events throughout the year.

The recommendation by the sub-committee is for a kick-off event to occur on Saturday, December 3rd in conjunction with the City's Annual Tree Lighting Ceremony that will be relocated to the Community Center rather than the traditional City Hall location.

As part of a 25th Anniversary kick-off event, the sub-committee is recommending a VIP reception, laser light show, the purchase of a 20-foot, fully-decorated, live holiday tree, enhanced refreshments for the general public in attendance, and historical banners to be displayed at the event and other events throughout the year. These banners would be similar to the banners created for the 10th Anniversary Celebration highlighting historical events that have occurred. The sub-committee's recommendation generates costs greater than the budget amount previously approved by the Council.

The additional funds and items being requested are as follows:

- \$6,600 – 20-foot live tree (includes platform, ornaments, set-up and take down)
- \$8,900 – laser light show (historical look at the City)
- \$3,200 – 25 custom display banners that would highlight each year, plus 7 stands (we have 18 stands as part of our current inventory).
- \$2,000 VIP reception – linens, center pieces, decorations and refreshments
- \$500 - refreshments to supplement current budget due to two events occurring simultaneously (Tree Lighting and 25th Anniversary)
- Total Request - \$21,200

If the current request for funding is approved, the total cost of all items associated with the 25th Anniversary event would be \$52,700 and would include the following:

- Lapel Pins
- Giveaway items at each event
- Street Banners
- Historical Brochure
- Commemorative Coins
- Holiday Tree
- Laser Light Show
- Historical Banners
- VIP Reception
- Kick-Off Celebration Event

REVIEW BY OTHERS:

This item has been reviewed by the Community Relations Manager and the Finance Director.

FISCAL IMPACT:

This request will decrease the General Fund Reserve in the amount of \$21,200.

ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical

changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

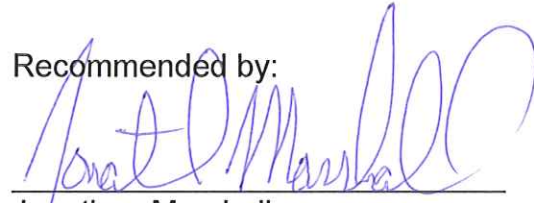
Respectfully submitted,



Konradt Bartlam
City Manager

KB:JM:VM:eo

Recommended by:



Jonathan Marshall
Community Services Director

COUNCIL AGENDA STAFF REPORT



Meeting Date: September 27, 2016

Public Hearing: ☒
Discussion Item: ☐
Consent Item: ☐

CITY CLERK USE ONLY

Item No.: 21

September 20, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT 2015-2016 FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

RECOMMENDATION:

Approve the 2015-2016 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program.

BACKGROUND/ANALYSIS:

The Community Development Block Grant (CDBG) program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Pursuant to the Act, the primary objective of the CDBG program is to develop viable urban communities by providing decent housing, promoting a suitable living environment, and expanding economic opportunities, primarily for low and moderate-income persons. To achieve these goals, CDBG activities must meet at least one of the three national objectives: benefit low and moderate income persons; aid in the prevention of slum and blight; and, meet other community development needs having a particular urgency.

To monitor the use of funds and ensure the goals and objectives of the CDBG program are met, the U. S. Department of Housing and Urban Development (HUD) requires an annual performance evaluation report, which identifies the level of progress and accomplishments of the City in meeting the priorities and objectives of the City's 2013-2018 Consolidated Plan.

The Consolidated Annual Performance Evaluation Report (CAPER) reflects the information for housing and community development projects that occurred in the City's jurisdiction during the 2015-2016 program year. The CAPER also includes activities in which the City coordinated and pursued with other community development and housing activities, which are not funded by CDBG but are available in-house or through the County HOME Consortium, the County of San Bernardino, the State of California, other federal agencies, non-profits, private entities, and developers.

The City of Chino Hills received \$320,753 in CDBG funds for 2015-2016. In addition, \$18,700 was available from unexpended prior year funds. The program activities and accomplishments for the year are summarized below:

Priority Number	Activity Allocation	National Objective	Performance Objective/ Outcome	Annual Goal	Amount Expended	Annual Accomplishments
Administration						
N/A	Administration \$43,800	N/A	N/A	N/A	\$24,864.90	Administered funded programs; monitored sub-recipients; maintained IDIS; and completed required reports.
7	Fair Housing \$20,350	LMC	DH-1	16 Households Fair Housing 50 Households Landlord/ Tenant	\$20,350.00	17 households were assisted with fair housing, and 87 were assisted with landlord/ tenant services for a total of 104 people served. The project exceeded its goal.
Housing						
1 and 2	Home Improvement Grant Program \$57,000 (\$50,000 FY 15/16 and \$7,000 prior year funds)	LMH	DH-2	11 Households	\$19,064.00	15 applications were received and 4 grants were awarded. 4 projects were completed.
Infrastructure and Facilities						
5	Los Serranos-Infrastructure Improvements \$170,203 (\$153,430 FY 2015/16 and \$11,700 prior year funds)	LMA	SL-1	1 Public Facility 4,000 People	\$295,373.12 from the prior year	Phase 2B (D12008) and SRTS Cycle 2 (S09009) of the Los Serranos Infrastructure Improvement Project.
Public Services						
7	Chino Hills Library \$10,000	LMC	SL-1	36 People (Illiterate Adults)	\$10,000.00	31 people were served. The project fell short of its goal by 5.
7	House of Ruth \$5,000	LMC	SL-1	50 People (Victims of Domestic Abuse)	\$5,000.00	41 people provided support services. The project fell short of its goal by 9.

Priority Number	Activity Allocation	National Objective	Performance Objective/ Outcome	Annual Goal	Amount Expended	Annual Accomplishments
Public Services						
7	YMCA \$10,100	LMC	SL-1	10 People (Youth)	\$10,100.00	11 youths were served. The project exceeded its goal.
7	Legal Aid Foundation \$5,000	LMC	SL-1	45 People	\$5,000.00	55 people were assisted. The project exceeded its goal.
7	Family Service Association \$8,000	LMC	SL-1	161 People (Seniors)	\$8,000.00	130 seniors were assisted. The project fell short of its goal by 11.
7	Pomona Valley Habitat for Humanity \$10,000	LMC	SL-1	8 Households	\$4,400.44	4 households were assisted. The project fell short of its goal by 4.

Pursuant to federal regulations, residents must have an opportunity for input into the planning and development process of the Consolidated Plan, Annual Action Plan, and CAPER. The City developed the Citizen Participation Plan, which encourages the participation of all citizens and emphasizes the involvement of low to moderate-income persons, particularly where housing and community development funds are spent.

In accordance with the Chino Hills Citizen Participation Plan, the 2015-2016 CAPER was available for public review August 29, 2016 through September 27, 2016. Any comments received from the public will be included in the final submission to HUD.

The information provided in the CAPER is a collaborative effort of staff from the Community Services, Community Development, and Engineering Departments.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director, Community Development Director, and the Public Works Director.

FISCAL IMPACT:

Funding for the Community Development Block Grant is provided by HUD.

ENVIRONMENTAL REVIEW

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq.; "CEQA") and CEQA regulations (14 California Code Regulations §§15000, et. seq.) because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or

AGENDA DATE: SEPTEMBER 27, 2016 PAGE 4
SUBJECT: CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT 2015-2016 FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Respectfully submitted,



Konradt Bartlam
City Manager

KB:JM:AH:eo

Recommended by:



Jonathan Marshall
Community Services Director

Attachment: Draft FY 15-16 Consolidated Annual Performance and Evaluation Report

CITY OF CHINO HILLS
DRAFT
FY 2015-2016 CAPER



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The FY 2015 Consolidated Annual Performance Evaluation Report (CAPER) is the third year-end submission of accomplishments pertaining to the 2013-2018 Five-Year Consolidated Plan by the City of Chino Hills, which reports accomplishments based on the FY 2015-16 Annual Action Plan that covers July 1, 2015 through June 30, 2016. State and local governments that directly receive Community Development Block Grant Funds (CDBG) from the Department of Housing and Urban Development (HUD) are required to submit the CAPER ninety days after the end of the program year (due September 30th). The CAPER meets three basic purposes:

- It provides HUD with the information necessary to assess the City's ability to carry out CDBG programs in compliance with all applicable rules and regulations;
- It provides information necessary for HUD's Annual Report to Congress, which is statutorily mandated; and
- It provides the City with the opportunity to describe its progress in assisting neighborhoods and specific populations with a variety of community development issues as stipulated in the City's Five-Year Consolidated Plan.

During the 2015 program year, the City had the following projects:

- Home Improvement Grant Program
- Los Serranos Infrastructure Project
- Fair Housing
- Chino Hills Library and Literacy Program
- House of Ruth
- Legal Aid
- Family Service Association
- Habitat for Humanity
- West End YMCA
- Administration

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Continue improvements in the Los Serranos Area	Public Infrastructure Improvements	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4,000	4,000	100.00%	4,000	4,000	100.00%
Increase awareness of the Home Improvement Program	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	8	80.00%	11	4	36.36%
Increase education and outreach	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	66	104	157.58%			
Provide support services for the City's residents	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	421	261	62.00%	0	261	
Provide support services for the City's residents	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	4		801	4	0.50%
Provide support services for the City's residents	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

In order to meet the above priorities, the City used CDBG funding to move forward several activities in 2015. Below is a list of these activities and an assessment of how they addressed the priorities and specific objectives of the plan:

- West End YMCA Childcare Services - For the quarter ended September 30, 2015, the YMCA assisted 9 Chino Hills residents. For the quarter ended December 31, 2015, the YMCA assisted 2 new Chino Hills residents. For the quarter ended March 31, 2016, the YMCA did not provide services to any new residents. For the quarter ended June 30, 2016 the YMCA did not assist any new residents.
- Habitat for Humanity Neighborhood Cleanup - During the first and second quarters, Habitat for Humanity created and distributed flyers in the Los Serranos Neighborhood. During the third

quarter, Habitat for Humanity was able to assist one resident. During the fourth quarter, Habitat for Humanity was able to assist 3 residents.

- Family Service Association Senior Meal Program- For the quarter ended September 30, 2015, Family Service Association assisted 72 Chino Hills residents. For the quarter ended December 31, 2015, Family Service Association assisted 21 new Chino Hills residents. For the quarter ended March 31, 2016, Family Service Association was able to assist 25 new Chino Hills residents. For the quarter ended June 30, 2016, Family Service Association was able to assist 12 new Chino Hills residents.
- Legal Aid Services- For the period of July - September 2015, Legal Aid was able to assist 23 residents. For the period of October - December 2015, Legal Aid was able to assist 13 Chino Hills residents. For the period of January - March 2016, Legal Aid was able to assist 7 Chino Hills residents. For the period of April - June 2016, Legal Aid was able to assist 12 Chino Hills residents.
- House of Ruth- For the quarter ended September 30, 2015, House of Ruth was able to assist 14 Chino Hills Residents. They have also provided information on Media Literacy, Dating Violence, and Anger & Gender to 144 teens in Chino Hills. For the quarter ended December 31, 2015, House of Ruth was able to assist 9 Chino Hills Residents. They provided information to 95 teens on Intervention Techniques for Youth. For the quarter ended March 31, 2016, House of Ruth was able to assist 6 residents. For the quarter ended June 30, 2016, House of Ruth was able to assist 12 residents.
- Chino Hills Library Program- For the quarter ended September 30, 2015, the James S. Thalman Chino Hills Branch Library was able to assist 9 Chino Hills residents. For the quarter ended December 31, 2015, the James S. Thalman Chino Hills Branch Library was able to assist 12 residents. For the third quarter ended March 31, 2016, the James S. Thalman Chino Hills Branch Library was able to assist 6 residents. For the fourth quarter ended June 30, 2016, the James S. Thalman Chino Hills Branch Library was able to assist 4 Chino Hills residents.
- **Home Improvement Grant Program:** A total of 15 applications were received during fiscal year 2015-2016. A total of 7 applications were denied because they exceeded the income limits. Four grants were awarded and all the projects were completed during the fiscal year. The 3 remaining applications were incomplete. Additional information was requested, but the applicants did not submit the documentation.
- **Los Serranos Infrastructure Improvement Project:**

Phase 2B (D12008) – Work comprises of construction of two (2) 36" CMP drop inlets structures, two (2) P.C.C. catch basins per City Std, approximately 87 L.F. of 18" RCP and approximately 806 L.F. of 36" RCP storm drain pipes, three (3) manhole structures per SSPWC Std 320-2, and grade and construct a P.C.C. energy dissipater outlet structure and construction of P.C.C. 3-ft wide swale at Lake Los Serranos. The construction project limits were from Montecito Dr. north of El Molino Blvd. to 400-ft. east on Los Serranos Blvd from Montecito Dr. then approximately 445-ft draining into Los Serranos Lake. The contract was awarded on June 9, 2015, in the amount of \$334,500 and began construction on July 13, 2015. Work was completed on August 14, 2015.

Safe Routes to School PHASE 2 – The Los Serranos Safe Routes to School Phase 2 Project (S09009) contract was awarded on September 8, 2015. The construction project limits were:

- Country Club Drive between Los Serranos Blvd. and approximately 200 feet ± north of Sierra Vista Drive;
- Williams Ave. between Yorba Ave. and Avery St.; and
- Esther St. between Los Serranos Road and Williams Ave.

Construction began on October 19, 2015, and was deemed completed on May 13, 2016. Work completed for the project included: mobilization, traffic control, earthwork/grading, excavation, relocation of existing water meter boxes, relocation and adjustment of existing sewer manhole, removal of about 24 existing trees, 217-feet of chain link fence/gate and approximately 170-feet of concrete block wall within the public right-of-way, hauling and disposal; construction of 3,683-feet of concrete curb & gutter, 13,476 square feet of concrete sidewalk, 12,857 square feet of concrete residential driveways, 13 each access ramps, 1,740 square feet of concrete retaining block wall, installation of street lighting conduit and pull boxes, grinding/ cold milling and restoration of existing asphalt pavement, and construction of new asphalt concrete pavement. Total amount spent to construct the project is \$929,144.24. Installation of street light poles, fixture, and conductors is anticipated to be completed within the 2016-17 fiscal year.

- **Fair Housing:** Inland Fair Housing and Mediation Board assisted seventeen (17) Chino Hills residents with fair housing issues. All of those complaints were related to disability discrimination. Two workshops were held in the City, one on September 22, 2015 and the other on May 25, 2016. On March 22, 2016, Council presented Inland Fair Housing & Mediation Board a proclamation declaring April as Fair Housing Month. Inland Fair Housing conducted community outreach by submitting cable releases regarding discrimination based on sexual orientation and race, familial status discrimination, and the need for fair housing testers, as well as, advertising workshops in the IFHMB service area.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	182
Black or African American	13
Asian	48
American Indian or American Native	5
Native Hawaiian or Other Pacific Islander	0
Total	248
Hispanic	103
Not Hispanic	145

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Local jurisdictions that receive CDBG must maintain data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part by CDBG funds. During the 2015 program year, 73 percent of participants in the City’s CDBG funded programs were White, representing the largest racial group served. The largest ethnic group served were Hispanic, representing 42 percent of all ethnic groups served.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		962,259	402,152

Table 3 – Resources Made Available

Narrative

The total resources made available for the 15-16 FY was \$339,453. The City expended \$402,152.46. The total drawdown for the 2015 program was \$106,779.34, plus additional drawdown for program year 2014 in the amount of \$143,959.86, plus additional drawdown for program year 2013 in the amount of \$151,413.26. The remaining funds in the 2015 program year were a result of the following:

- The City did not drawdown any of the 2015 Los Serranos funds (\$170,203) because the Los Serranos project fell behind schedule. The project is back on track and is expected that funds will be spent in the next program year.
- The entire 2015 Home Improvement program funds were not spent.
- Administration funds were left over.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

During the program year, \$402,152.46 was expended to further the objectives of the City's Consolidated Plan (which includes unexpended CDBG funds from prior years plus 2015 CDBG entitlement funds). All public service activities met the Low/Mod Limited Clientele objective, and were available communitywide. The Los Serranos Infrastructure Improvement project met the Low/Mod Area (LMA) national objective and was restricted to the low- and moderate-income census tracts and block groups of that area (Census Tract 1.10 Block Groups 01, 02, 03, 04, and 05). The Home Improvement Grant Program met the Low/Mod Housing (LMH) objective and was available communitywide.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Chino Hills leveraged its Community Development Block Grant (CDBG) Entitlement Funds, County funds, and other funds to address the Consolidated Plan priorities and activities (specifically in the Los Serranos LMA) during program year 2015 with funding from the Safe Routes to Schools Grant in the amount of \$743,894.60, \$159,293.08 in Measure I funds, \$48,300.20 in Agency Road Trust Funds, and \$216,430.99 in FEMA Grants Funds.

The City's General Fund also supports many community services and community development activities integral to the Consolidated Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	271	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	271	0

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	11	4
Number of households supported through Acquisition of Existing Units	0	0
Total	11	4

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City had a 36 percent completion rate in meeting its one year goal regarding the rehabilitation of housing units. The City Home Improvement Grant Program was able to rehabilitate 4 homes in program year 2015.

Like most communities, a major obstacle to meeting the needs of the community in Chino Hills is funding. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. However, with the dissolution of the Redevelopment Agencies in California under AB X1 26, Low/Moderate Income Housing Funds are no longer available to use for site assembly and other forms of assistance for affordable housing creation.

Discuss how these outcomes will impact future annual action plans.

Future Annual Action Plans will provide additional information on program changes that are currently in development as the City continues to determine the needs of residents in Chino Hills.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	103	0
Low-income	87	0
Moderate-income	68	0
Total	258	0

Table 7 – Number of Persons Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

This section outlines the process to maintain and fill the gaps in the Continuum of Care Model for the homeless in the combined continuum area of the City of Chino Hills and the County of San Bernardino. Program year 2015 was the eleventh year that the City participated in and assisted in building the regional Continuum of Care for the homeless and those at-risk of becoming homeless. In the past, the City had not participated in the Continuum of Care because homelessness has not been an apparent issue in Chino Hills. However, as demonstrated through the needs analysis of the Consolidated Plan, the City recognizes that approximately 10 percent of lower-income households in Chino Hills are at-risk of becoming homeless. In addition, families and individuals living in poverty and female victims of domestic violence are noted to be at higher risk, thus the City has funded House of Ruth.

The following provides a detailed summary of the accomplishments of the City during program year 2015 to address the unmet need and/or gaps identified in the Consolidated Plan and by the Homeless Coalition:

Homeless Prevention: the City provided referrals (food, clothing, and utility assistance), information and outreach to area residents through the Community Services Department.

Emergency Shelter: There are currently no emergency shelter facilities in the City of Chino Hills. There are, however, a number of agencies in the area that provide for these services.

- **House of Ruth** offers 24-hour emergency shelter, transportation, counseling for approximately 100 battered women and their children. Serving the west-end of San Bernardino County and east-end of Los Angeles County, House of Ruth is the only domestic violence shelter in the area. During 2015 program year, the City funded this project with \$5,000.
- **Homeless Outreach Programs and Education (HOPE)** provides cold weather shelter for the homeless in Ontario and the west area of San Bernardino County. Shelter is provided in the form of vouchers issued from a facility at 213 N. Fern Avenue in Ontario. The vouchers are funded in part by the County's Emergency Shelter Grant.
- **Salvation Army** operates two homeless shelters in the City of San Bernardino. In addition, the Salvation Army issues shelter vouchers at six locations throughout San Bernardino County.
- **County of San Bernardino Human Services System** administers Temporary Assistance to Needy Families. The program provides vouchers to qualified homeless families with children to purchase temporary or permanent shelter, or to assist with living expenses.
- **San Bernardino County Community Services Department (CSD)** operates a Federal Emergency

Management Agency, Emergency Food and Shelter Program, which provides emergency shelter vouchers and emergency food and utility assistance. In addition, stipends are provided for making a mortgage payment on a home threatened with foreclosure.

Addressing the emergency shelter and transitional housing needs of homeless persons

Transitional Housing: The Boys Republic began construction on a Transitional Housing Project in Chino Hills. The project includes four duplexes (eight two-bedroom units), which will provide transitional student housing for graduates while they are completing their vocational training before they establish themselves off campus. The duplexes are completed and occupied.

Additionally, the following transitional shelters provide for the homeless in the area:

- **The Foothill Family Shelter** began as St. Mark's Homeless Shelter and currently serves as a transitional facility for homeless families with children from the west end of San Bernardino County and the east end of Los Angeles county. The Shelter has eight two-bedroom apartments, which are fully furnished and offered free for a maximum of 90 days.
- **Inland Temporary Homes** provides transitional shelter for four families. Families are required to set-aside 80% of their income, which is placed in an account for when they leave the shelter. Shelter is provided up to six months.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

- **House of Ruth** offers 24-hour emergency shelter, transportation, counseling for approximately 100 battered women and their children. Serving the west-end of San Bernardino County and east-end of Los Angeles County, House of Ruth is the only domestic violence shelter in the area. During program year 2015, the City funded this project with \$5,000.

Additionally, the following transitional shelters provide for the homeless in the area:

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- **Inland Temporary Homes** provides transitional shelter for four families. Families are required to set-aside 80% of their income, which is placed in an account for when they leave the shelter. Shelter is provided up to six months.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Rental assistance is a component of the City's strategy to prevent homelessness by individuals and families who are at risk of homelessness. Among this group are extremely low-income renters who are spending more than 50% of their income on housing costs. Also among the people who are threatened with homelessness are the persons and families on the Section 8 waiting list. The City will continue to support the County of San Bernardino Housing Authority's Section 8 rental assistance program. In addition, the City will encourage and facilitate the Housing Authority's landlord outreach efforts in Chino Hills.

The City's fair housing provider will assist those renters and homeowners in jeopardy of losing their housing. They will mediate landlord/tenant complaints and work with the tenant in formulating a plan, such as a rent repayment plan, and mediate with the landlord in accepting the terms so that the tenant is not eventually evicted. Through its default and foreclosure counseling, the Housing Resource Center's first charge is to assist the homeowner in obtaining a loan modification or workout plan that will keep them in their home. Both of these actions contribute to preventing homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing units in Chino Hills. Therefore there were no Planned Actions to Foster Public Housing Improvements and Resident Initiatives. The nearest units, administered by the San Bernardino County Housing Authority, are located in the City of Chino.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units in Chino Hills. Therefore there were no Planned Actions to Foster Public Housing Improvements and Resident Initiatives. The nearest units, administered by the San Bernardino County Housing Authority, are located in the City of Chino.

Actions taken to provide assistance to troubled PHAs

This question is not applicable. There are no public housing units in Chino Hills. Therefore there were no Planned Actions to Foster Public Housing Improvements and Resident Initiatives. The nearest units, administered by the San Bernardino County Housing Authority, are located in the City of Chino.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions of the City can have an impact on the price and availability of affordable housing in the City. As part of the City's Housing Element, the City identifies adequate housing sites and policies to remove barriers to affordable housing. An in-lieu fee was approved during the update, which has generated approximately \$1,411,583 in funds for the City's affordable housing program activities.

In addition, the City regularly reviews land use regulatory controls, site improvement requirements, building codes, fees, and other local programs to improve the quality of housing. The City is partnering with Habitat for Humanity again to build a two additional affordable housing units in Los Serranos. The City also utilizes the following programs to remove barriers to affordable housing:

- **Expedited Project Review:** This program provides fast track permit processing for projects with an affordable component. The City will continue to assist developers and non-profit entities with financing and priority processing for affordable housing projects.
- **Development Fees Deferment:** This program reduces fees for affordable housing projects. The City waives the housing in-lieu fee for projects that have developed affordable housing units. In addition, the City defers the payment of development impact fees until the issuance of building permits. In some cases, some fees are deferred even further until prior to the final inspection.
- **In-lieu Housing Fee:** This program is aimed at generating funds for the City's affordable housing programs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Like most communities, a major obstacle to meeting the needs of the community in Chino Hills is funding. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. However, with the dissolution of the Redevelopment Agencies in California under AB X1 26, Low/Moderate Income Housing Funds are no longer available to use for site assembly and other forms of assistance for affordable housing development. During FY 2015-16, the City of Chino Hills maintained and fostered new relationships to ensure that the needs of the community were adequately fulfilled which includes a mobile recreation program. The Mobile Recreation Program is a year-round program that provides a safe after-school environment for kids in grades kindergarten through 7th and travels to various parks throughout the City including the Los Serranos Area. Staff provides free homework assistance and supplies, arts, crafts, sporting activities and outdoor games, nutritional education and snacks.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The two primary obstacles to meeting the needs of underserved populations in Chino Hills are:

1. Limited City Funding for support services,
2. Costs associated with acquiring and maintaining affordable housing for low and extremely low (homeless) income residents. The City of Chino Hills took the following actions to address obstacles to meeting underserved needs:
 - Promoted and encouraged housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.
 - Maintained and enhanced the quality of existing residential neighborhoods.
 - Provided support services to meet the housing needs of the City's residents, specifically homeless households and at risk youth or other special needs groups.
 - Improved the quality and increased the quantity of public improvements that benefit low- and moderate-income residents.
 - Provided services to non-homeless special needs populations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Chino Hills' antipoverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, expanding job training, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families. Additionally, the City works with the Boys and Girls Club to provide at-risk households with after school programs and services.

All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance. Below is the Goal and Policies implemented by the City during the 2015-16 fiscal year:

Goal: To reduce poverty level incomes below current levels by 2015. This goal will be monitored – in part - by the results of Census 2010.

Policy: To continue to support and coordinate with public and private efforts aimed at preventing and reducing poverty level incomes.

Policy: To conduct outreach with public and private agencies whose mission is to reduce poverty level incomes.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City relied on various methods to overcome gaps in the City's institutional structure and enhance

coordination of service delivery including:

- The Community Services Department, acting as the lead agency, met with various City departments (Public Works, Engineering, Police, Finance, and Community Development) and with outside agencies to gain input on the annual needs, enhance coordination of services, prevent duplication of service, and resolve issues within the interagency institutional structure.
- Trainings developed by the Department of Housing and Urban Development were attended to ensure that the City was in full compliance with the program and to ensure the maximum use and availability of CDBG funds. This training was shared with in-house staff and sub-recipients to ensure the collection of data for monitoring the progress of the Consolidated Plan activities.
- Monitoring of sub-recipients was conducted to ensure that there was accountability and productivity, and sub-recipient contracts were revised to ensure regulatory compliance.
- Homeless Coalition meetings were attended to better identify potential homeless individuals in the City of Chino Hills and their needs and/or to better assist in the Continuum of Care Model.
- Meetings were conducted with the Community Development Department to keep abreast of housing issues and affordable housing options, particularly in reference to the development of the Comprehensive Affordable Housing Plan, the Housing Element, and changes to the Regional Housing Needs Assessment, if any.

The Community Services Department administers CDBG and Recreation. The Community Development Department is responsible for implementing the City's housing and economic development programs. The Finance Department facilitates sub-recipient payments and project tracking, and the City's Engineering Department oversees capital projects, including the Los Serranos Infrastructure Program.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During the 2015-16 fiscal year, Chino Hills worked closely and partnered with the County of San Bernardino, local organizations, nonprofits, and the SBHAC to address regional issues that affect the needs of low-income persons, special needs populations, and other at-risk groups.

Program: To support and coordinate with the organizations who directly or indirectly contribute to a reduction in poverty such as the Community Action Partnership (CAP) of San Bernardino County, County of San Bernardino Housing Authority and Desert Alliance for Community Empowerment.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Action: The City, through its fair housing service provider, may include the monitoring of lending practices as part of the fair housing program scope of services. The City will also continue to provide information on financial literacy, foreclosure prevention services, and homebuyer education for

residents. Finally, the City will continue to coordinate with local lenders to expand outreach activities with the goal of diversifying the lenders' applicant profiles.

Time Frame: Ongoing

Responsible Agency: Community Development/ Planning Division; Community Services Department

Funding Source: CDBG

II. Advertising

Impediment: Both for-rent and for-sale listings on the internet show uses of potentially discriminatory language.

Action: The City, through its fair housing service provider, may consider increasing outreach and education to property owners, management companies, and real estate offices regarding appropriate language in advertising. Include local newspapers and outreach to internet listing sites regarding fair housing workshops and services available.

Time Frame: Ongoing

Responsible Agency: Community Services Department

Funding Source: CDBG

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

1. Frequency of Annual Monitoring Site Visits and How Conducted

Annual monitoring site visits were conducted with each sub-recipient in October and November 2015. Items reviewed included record keeping, reporting, financial management, service intake, program implementation, and regulatory compliance.

2. Results and Improvements

Monitoring of a subrecipient's performance includes a review of their administrative methods, program implementation and compliance with CDBG regulations. These reviews focus on the extent to which the planned program has been implemented and measurable goals achieved, the effectiveness of program management and the impact of the program.

All agencies were in compliance with HUD requirements, but a few fell short of their goals. City staff met with the agencies that fell short of their goal and to work on an outreach plan, which included advertising the various services in the quarterly City News and Recreation Brochure, and City's website. Also, discussions were held to see if workshops could be held within City limits and on topics that were of specific interest and/or need for Chino Hills residents.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The CAPER was made available for citizen comment for fifteen days from September 12, 2016 through September 24, 2016, as required by HUD regulations. Copies were available through the Community Services Department, and Chino Hills Website. The CAPER was brought to Council on September 27, 2016 and then forwarded to HUD on September 30, 2016. The City did not receive any public comments during the fifteen day public review period and/or during the public hearing.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No substantial changes in program objectives have been made since.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.