



Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the City Council Chambers. Additionally, members of the public may submit electronic public comments to CityClerk@cityofchino.org no later than 4:00 p.m. on the day of the meeting. In your email, please include the meeting date, agenda item you are commenting on, and your comment. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record for the meeting specified in email received.

If you require a reasonable accommodation to participate in this meeting per your rights under the Americans with Disabilities Act or for any other reason, please contact the City Clerk's Office (909) 334-3306, at least 48 hours prior to the advertised starting time of the meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 13220 Central Avenue, Chino. In addition, such documents will be posted on the City's website at www.cityofchino.org.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CHINO SENIOR CENTER
13170 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, NOVEMBER 19, 2024

REGULAR MEETING

AGENDA

OPEN SESSION – 6:00 PM

****PLEASE NOTE: THE NOVEMBER 19, 2024, CITY COUNCIL REGULAR MEETING WILL BE HELD AT THE CHINO SENIOR CENTER LOCATED AT 13170 CENTRAL AVENUE, CHINO, CA 91710****

ROLL CALL

Mayor Eunice M. Ulloa, Mayor Pro Tem Karen C. Comstock, Council Member Curtis Burton, Council Member Christopher Flores, Council Member Marc Lucio.

FLAG SALUTE

CEREMONIALS

Proclamations

Great American Smokeout - Proclaim November 21, 2024, as the American Cancer Society's Great American Smokeout Day.

Presentations

Chino Colts Pop Warner 6U Football Team - Recognition of the Chino Colts who captured the Mt. Baldy Conference Division Championship.

Recognition of Chino Community Theatre's 40th Anniversary and Donation from the Chino Valley Chamber of Commerce Leadership Academy - Recognition of Chino Community Theatre's 40th Anniversary and Donation Presentation.

Business of the Month - Award of Business of the Month for November 2024 to Martin Chiropractic.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for November 2024.

AGENDA ADDITIONS/REVISIONS

INFORMATION

External Agency Report for November 19, 2024. External Agency Report covering meetings from September 1 - 30, 2024.

PUBLIC ANNOUNCEMENTS

This is the time and place for the Mayor to inform the public of all upcoming events and past occurrences of communitywide interest and concern.

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or City Council requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items placed on the Consent Calendar represent routine expenditures and/or actions that support ongoing City operations.

1. Warrants. Approve expenses as audited and within budget for warrants 773095 to 773295, and Electronic Fund Transfers 523254E to 523351E, totaling \$5,144,099.12.
2. Minutes. Regular Meeting Minutes for November 5, 2024 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Report on State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated November 19, 2024.
5. Ordinance No. 2024-012 Second Reading - CFD 2003-3. Adoption of Ordinance No. 2024-012 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2003-3 Improvement Area 11.

ORDINANCE NO. 2024-012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11

THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 11 OF THE DISTRICT

6. Amendment to the Reimbursement Agreement with Inland Empire Utilities Agency (IEUA) for the Operations and Maintenance Costs of the Preserve Sewer Lift Station for a Five-Year Term in the total amount of \$898,000. Approve an Amendment to the Reimbursement Agreement with the Inland Empire Utilities Agency (IEUA) for the operations and maintenance costs of the Preserve Sewer Lift Station for a five-year term in the total amount of \$898,000.
7. Award a Professional Services Agreement to Onward Engineering and Hunsaker and Associates for Design Services for the Philadelphia Street Water Line Replacement and Walnut Avenue Water Line Replacement Project (WA242). Award a Professional Services Agreement to Onward Engineering for \$136,103 for Design Services for the Philadelphia Street Water Line and to Hunsaker and Associates Irvine, Inc. for \$149,830 for Design Services for the Walnut Avenue Water Line.

CONTINUED PUBLIC HEARING

Prior to the vote of the City Council, any member of the audience will have the opportunity to address Council on any items listed under Public Hearings. Council requests, but it is not required, that you state your name and address prior to making any remarks.

8. Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No. 2024-003 (ZOA PL23-0133). Approve Resolution No. 2024-004 for the adoption of amendments to the City of Chino 2021-2029 Housing Element required by the California Department of Housing and Community Development; and approve the introduction of Ordinance No. 2024-003.

Staff Report By: Mike Hitz, Principal Planner

RECOMMENDATION: 1) Approve Resolution No. 2024-004 adopting an amendment to the City of Chino 2021-2029 Housing Element, including any additional non-substantive revisions required by the California Department of Housing and Community Development (HCD); 2) approve the introduction of Ordinance No. 2024-003, to be read by number and title only, and waive further reading of the Ordinance; and 3) authorize the City Manager to file all documents with HCD on behalf of the City.

ORDINANCE NO. 2024-003 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.21.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICTS FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS

NEW BUSINESS

9. Police Helicopter Grant Funds/Award of Bids for Purchase and Completion of Police Helicopter. Approval of Contract for Receipt of Grants Funds from San Bernardino County for Police Helicopter; Award of Bids for Purchase and Completion of Police Helicopter.

Staff Report By: Lieutenant Aaron Kelliher

RECOMMENDATION: 1) Establish and appropriate a project budget (IE259) in the amount of \$3,703,336.49 for the Police Helicopter, consisting of \$2,703,336.49 from Law Enforcement DIF Fund 231 and \$1,000,000.00 of grant funding from San Bernardino County; 2) approve a contract with the County of San Bernardino to accept \$1,000,000.00 in grant funding for the purchase of a police helicopter; 3) award a contract to Bell Helicopters Textron of Fort Worth, Texas, in the amount of \$2,166,585.00 for the purchase of a new Bell 505 Police Helicopter; 4) award a contract to Hangar One Avionics of Carlsbad, California, in the amount of \$1,347,175.50 for the purchase and installation of critical police mission equipment on a new Bell 505 Police Helicopter; 5) approve payment of California Use Tax to the California Department of Tax and Fee Administration in the amount of \$189,576.19 for the out-of-state purchase of a police helicopter; and 6) authorize the City Manager to sign the required documents on behalf of the City.

10. Construction Credit/Reimbursement Agreement with Chino Development Corporation and Chino Preserve Development Corporation for the Construction of Circulation (Streets, Signals & Bridges) Development Impact Fee Improvements at Various Locations in The Preserve. Approve a construction credit/reimbursement agreement with Chino Development Corporation and Chino Preserve Development Corporation for an amount not to exceed \$35,131,528.37 for the construction of various streets and traffic signals in The Preserve.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator

RECOMMENDATION: 1) Appropriate \$4,000,000 to the Transportation Fund and schedule a corresponding year-end transfer in the same amount from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 2) adopt Resolution 2024-057 memorializing the developer's rights to the highest priority reimbursement from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 3) approve a construction credit/reimbursement agreement with Chino Development Corporation, a California corporation and Chino Preserve Development Corporation, a California corporation for an amount not to exceed \$35,131,528.37 for the construction of Circulation (Streets, Signals & Bridges) Development Impact Fee improvements at various locations in The Preserve; 4) approve a reimbursement to Chino Development Corporation, a California corporation in the amount of \$4,000,000 for said improvements; and 5) authorize the City Manager to execute all the necessary documents on behalf of the city.

MAYOR AND COUNCIL REPORTS

This is the time and place for the Mayor and Council Members to report on prescheduled Council Committee Assignment Meetings that were held since the last Regular Council Meeting, and any other items of interest. Upon request by an individual Council Member, the City Council may choose to take action on any of the subject matters listed below.

Mayor Ulloa

Mayor Pro Tem Comstock

Council Member Burton

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

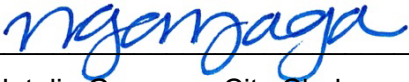
Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, December 3, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Friday, November 15, 2024 this agenda was posted on the south window of Chino City Hall and at the Chino Senior Center, and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.



Natalie Gonzaga, City Clerk.

**MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

**FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS &
RECREATION**

SUBJECT

Proclaim November 21, 2024, as the American Cancer Society's Great American Smokeout Day.

C H I N O

Proclamation



***WHEREAS**, November 21, 2024, marks the 48th anniversary of the American Cancer Society's Great American Smokeout; a campaign designed to encourage tobacco users to quit, on or before that day; and*

***WHEREAS**, the City of Chino's Community Services, Parks & Recreation Department, Police Department, and Teen Center partners with the Chino Valley Unified School District to provide programs that encourage young people to quit smoking or not to start at all by promoting a healthy lifestyle and educating youth on the effects of smoking; and*

***WHEREAS**, tobacco use is responsible for nearly 1 in 5 early deaths in the United States, which remains the leading cause of preventable disease, disability, and death, accounting for over 480,000 deaths every year, yet an estimated 28.3 million adults and 4.47 million middle and high school students continue to smoke cigarettes; and*

***WHEREAS**, each day, nearly 2,000 people younger than 18 years old smoke their first cigarette and over 300 become regular, daily smokers; and*

***WHEREAS**, while tobacco product use among U.S. youth declined, continued efforts are needed to sustain this progress and to prevent and reduce all forms of tobacco use; and*

***WHEREAS**, the City of Chino urges all tobacco users to demonstrate to themselves and their loved ones that they can quit on or before the Great American Smokeout.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim Thursday, November 21, 2024, as the

GREAT AMERICAN SMOKEOUT DAY


in the City of Chino, and in doing so, support the American Cancer Society's mission to help create a world with less cancer and more birthdays due to less people smoking.

PRESENTED THIS 19TH DAY OF NOVEMBER 2024.



EUNICE M. ULLOA, MAYOR

Attest:



NATALIE GONZAGA, CITY CLERK



**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

**FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS &
RECREATION**

SUBJECT

Chino Colts Pop Warner 6U Football Team

**MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION

SUBJECT

Recognition of Chino Community Theatre's 40th Anniversary and donation from the Chino Valley Chamber of Commerce Leadership Academy

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The subject detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Commitment to Our Community
- Public Service Excellence through Internal and External Partnerships

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: LINDA REICH, CITY MANAGER

SUBJECT

Business of the Month.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Award of Mayor's Home Beautification Award.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

External Agency Report for November 19, 2024.

RECOMMENDATION

Receive and file the External Agency Report for November 19, 2024.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. While the frequency of meetings varies by agency, many meet monthly. Others meet quarterly, bi-monthly, or on an as-needed basis.

ISSUES/ANALYSIS

The attached Monthly External Agency Report for November 19, 2024 summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may impact or be of interest to the City of Chino, its residents, and its businesses. The November 19, 2024 report covers meetings that occurred from September 1, 2024, to September 30, 2024.



CITY OF CHINO

MONTHLY AGENCY REPORTS

NOVEMBER 19, 2024 - Covering meetings from September 1 through September 30

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. This report summarizes the actions and discussions of those entities as they may impact or be of interest to the City of Chino, its businesses, and its residents.

CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE

Council Representative: Marc Lucio | Staff Report By: Silvia Avalos

Meeting Date: September 17, 2024

- 2024-2025 Budget was approved.
- 2024-2025 Meetings will be held quarterly on the third Tuesday of the month at 2:00 p.m. (12/17/2024, 3/18/2025, 6/17/2025)
- The committee discussed rates and comparison rates of nearby venues. The event Coordinator will conduct a survey, share findings, and make recommendations at the next meeting.
- A request was made to review the audio system to determine if upgrades are warranted.

Next anticipated meeting date: December 17, 2024

Chino Valley Chamber of Commerce

Council Representative: Christopher Flores | Staff Report By: Ellyse Martinez

Meeting Date: September 16, 2024

On Thursday, September 19, Ellyse Martinez and Denise Pohl attended the Chamber - Youth Museum Mixer. Staff met with and networked with local businesses, while also supporting the Youth Museum.

Next anticipated meeting date: October 21, 2024

CHINO BASIN DESALTER AUTHORITY

Council Representative: Eunice Ulloa | Staff Report By: Natalie Ávila

No meeting during this reporting period.

Next anticipated meeting date: October 3, 2024

CHINO BASIN WATERMASTER

Council Representative: Eunice Ulloa | Staff Report By: Natalie Ávila

Meeting Date: September 26, 2024

Consent Calendar

The Watermaster Board approved the Consent Calendar that included receipt of routine financial information reports, the adoption of a Semi-Annual OBMP Status Report, a few water transactions between various stakeholders, and the adoption of a Resolution recognizing Water Professional's Appreciation Week during October 5th-13th.

Business Items

Emerging Contaminants Monitoring Plan (ECMP) was presented. As part of the Optimum Basin Management Plan, ECMP contemplates ways to develop and implement cooperative programs during fiscal year 2024/2025 with the Regional Water Quality Control Board and other agencies to improve Basin management.

Reports / Updates

The Board received Watermaster staff verbal reports from the Legal Counsel, Engineer, and General Manager. A report by the Legal Counsel on litigation matters indicated to the Board that there have been no substantial changes. Additionally, the Engineer reported an upcoming Ground-Level Monitoring Program meeting scheduled for October 3rd to discuss the anticipated report to be filed with the Court in November with findings of a notable decrease in subsidence and ongoing efforts on the Safe Yield Recalculation.

Lastly, the General Manager introduced a new staff member. He reported that the State celebrated 10 years of the Groundwater Sustainability Act, during which Watermaster implemented several programs to implement Chino Basin health, including the recharge of about 150,000 acre-feet during that period. Future collaboration with the Chino Desalter Authority about future capital cost, Storage and Recovery Program will be discussed regarding a near sunset of the current program, and the changes related to the College Heights Basin use and operation will be evaluated based on the proposed development in the Claremont area.

Information

Recharge Investigations and Projects Committee reported that the continued construction status of the Wineville/Jurupa/RP3 Basin Improvement project is 85% complete. Several other projects to clean basins to increase infiltration rates are ongoing. A summary of the recharged water from last fiscal year estimated that nearly 75,000 acre-feet in total infiltrated back into the groundwater.

Next anticipated meeting date: October 24, 2024

CHINO VALLEY INDEPENDENT FIRE DISTRICT Liaison to Board of Directors
Council Representative: Karen Comstock | Staff Report By: Linda Reich

Meeting Date: September 18, 2024 Special Board Meeting

MOU Between the Chino Valley Professional Firefighters, Local 3522 Safety Unit and the CVIFD – On September 18, the CVIFD Board approved on a 3-0-1-1 voice vote to approve and ratify the MOU and amended Salary Schedule, with Board Members Luth, Ramos-Evinger, and Haughey voting Aye; DeMonaco abstaining; and Kreeger absent.

Provisions of the MOU include:

- **Term** is retroactive from July 1, 2024, through June 30, 2027.
- **Salary Increases** - Provides Firefighters/Paramedics, Engineers, and Captains
 - 5% salary retroactive increase effective July 1, 2024.
 - 5% salary increase effective the first pay period of July 2025.
 - 3% salary increase effective the first pay period of July 2026.
- **Education pay** - Retroactively, effective July 1, 2024, increases the education pay

- by \$50 per month for employees possessing an Associate's or a Bachelor's degree in a job-related field, to \$150 and \$250 per month, respectively
- by \$50 per month, to \$275 per month, for investigators who have completed all facets of the District Shift Investigator program
- by \$50 per month, to \$275 per month, for active members of Urban Search and Rescue (USAR) program
- by \$150 per month, to \$375 per month, for Paramedics
- by \$150 per month, to \$300 per month, for Emergency Medical Technicians
- by \$100 per month, to \$275 per month, for members of the Hazardous Materials Team.
- **Post-Employment Health Plan** - The District and union agreed to continue negotiations regarding modifications to the post-employment defined-contribution health reimbursement arrangement.
- **Leave Cash-Outs** - Changes the timeline to request various leave cash-outs and directions to 457(b) plan.
- **Jury Duty Pay** - Changes jury duty pay from base pay to regular rate of pay.
- **Health Benefit Cafeteria** – Increased the maximum monthly contribution provided by \$350 per month, to \$1,815 effective July 1, 2024; by an additional \$135 to \$1,950 effective the first pay period in July 2025; and by \$250 to \$2,200 effective the first pay period in July 2026.
- **Staffing** – Increases the minimum staffing as follows:
 - On-duty shift personnel, from 33 to 35.
 - Beginning October 1, 2024 or upon implementation of the CONFIRE JPA Ambulance program, raises the minimum staffing level to 38 on-duty shift personnel, composed as specified.
 - Allows the composition of Strike Team responses to be modified from the specified based on the nature of the incident and the needs of the district.

The budget impacts of the MOU were not provided.

Chino Valley Independent Fire District And Chino Valley Professional Firefighters, Local 3522 Drug and Alcohol Policy – The CVFD and CVPF agreed to continue to discuss the policy for drug testing options for marijuana and testing for steroids. The only change made to the policy is to specify that the testing to take place during the months of February, March, or April each year is for alcohol and all drugs except for marijuana.

Meeting Date: September 25, 2024 Special Board Meeting

The new CVFD Chaplain, Yan Ling Wong, was introduced.

The Board adopted the Consent Calendar (4-0, with DeMonaco absent), which included an informational item containing a letter from the CVFD to Governor Newsom supporting the City of Chino's sponsored legislation, SB 536 (Rubio).

Fire Chief Report

- CVFD staff participated in numerous public events, including the City of Chino Emergency Preparedness Fair and the City of Chino Inclusion Community Celebration.
- Regarding the CONFIRE ambulance contract, the court granted the motion for a preliminary injunction on behalf of AMR .

Next anticipated meeting date: October 9, 2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Council Representative: Curtis Burton | Staff Report By: Vivian Castro

Meeting Date: September 5, 2024

This was the CVUSD Board’s first meeting in its new Board room at the new headquarters on Ramona Avenue.

Resolution 2024/2025-19, Opposing the Role of School Districts as Land Developers and Landlords – The item resolves that CVUSD formally opposes any initiative or legislation that mandates or encourages school districts to engage in land development or act as landlords and that CVUSD will not participate in ventures or activities that divert attention from the district’s educational mission. Moved (Na), seconded (Cruz), motion carried (4-1, Bridge voted no) to adopt Resolution 2024/2025-19.

Resolution 2024/2025-20, Opposing the Community Schools Initiative and Declaring Non-Participation - Passed on a 4-1 vote, with Na, Monroe, Shaw, and Cruz voting yes, Bridge voting no, to adopt Resolution 2024/2025-20, as recommended by Board President Sonja Shaw. It resolves that the Board opposes the implementation of the Community Schools Initiative within the District, rejects partnerships with organizations like Planned Parenthood and any other similar entities, maintains that the primary focus of schools must be on education, and other provisions.

New Board Policy Philosophy, Goals, Objectives & Comprehensive Plans 0100.1—No Deception - The Board received for information a new policy submitted by Board President Shaw. The policy states:

“Chino Valley Unified School District (CVUSD) is committed to maintaining its historical culture of transparency and trust between itself, employees, and the families it serves. To uphold these values, CVUSD and its employees shall at all times be truthful and honest and not misrepresent, either directly or by omission, to any parent or guardian any school-related undertakings and information that affects their child’s education and well-being.

The Chino Valley Unified School District is committed to:

- full transparency: all communications with parents and guardians will be truthful, accurate, and complete. Staff shall provide all relevant information, even if not directly requested by the parent or guardian, when it pertains to the health, safety, and education of their child.
- no omission: withholding information or providing partial information that may mislead or create a false understanding is strictly prohibited.”

Meeting Date: September 19, 2024

Public Comments - Chino Council Member Curtis Burton provided information on upcoming City of Chino

events, including the Healthy Chino 20th anniversary celebration, the Making Strides Against Breast Cancer event, and the Chino Community Art Box program, which is accepting submissions.

New Board Policy Philosophy, Goals, Objectives & Comprehensive Plans 0100.1—No Deception – The Board received as an informational item a revised version of the “No Deception” policy that was introduced on September 5. There were substantial public and Board comments on this item.

Board Policy and Administrative Regulation 6158 Instruction – Independent Study – The Board received information on the update to Board Policy and Administrative Regulation 6158, which reflects changes included in Senate Bill 153, as follows: repeals the three-day minimum duration for school districts and county offices of education to claim independent study average daily attendance; allows written agreements for short-term independent student to be signed at any point during the school year; and defines long-term independent study as 16 days or longer, previously 15 days.

Board Comments - Board Member Monroe discussed meeting with the City of Chino regarding various programs, as well as increasing and bolstering relationships with law enforcement officers and District security officers.

Next anticipated meeting date: October 3, 2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT – Measure G Oversight Committee
Council Representative: Karen Comstock | Staff Report By: Silvia Avalos

Meeting Date: September 4, 2024

Chino High School Aquatic Center received new equipment and utility upgrades, concrete grandstands and lighting, and a replastering of the pool, while the original gymnasium was outfitted with new lighting, HVAC upgrades, and a critical new storm drain system. The original boy’s locker room was fully renovated and turned into band and athletics storage and team room.

Legacy Academy opened its doors on July 8, 2024. Work on the interior of the campus has been completed, but contractors continue to work on the site’s field turf area.

Borba, Marshall, and Walnut Elementary Schools: All three sites opened their new Administration offices to staff, students, and the community just in time for the 2024-2025 school year.

Don Lugo High School – Construction broke ground over the summer for their new Administration Building, Kitchen, and Pool Renovations:

Next anticipated meeting date: October 30, 2024

CITIZEN’S COMMITTEE FOR CIM & CIW
Council Representative: Marc Lucio | Staff Report By: Ted Olden

No meeting during this reporting period.

Next anticipated meeting date: October 8, 2024

INLAND EMPIRE UTILITIES AGENCY

Council Representative: Eunice Ulloa | Staff Report by: Hye Jin Lee

No meeting during this reporting period.

Next anticipated meeting date: October 3, 2024

LEAGUE OF CALIFORNIA CITIES – Inland Empire Division

Council Representative: Curtis Burton | Staff Report by: Jackie Melendez

Meeting Date: September 17, 2024

City staff from the Administration Department attended the IE Division meeting held at the ESRI campus in Redland. ESRI is a geographic information system (GIS) software company best known for its ArcGIS products. It is one of the largest suppliers of GIS software, web GIS, and geodatabase management applications in the world. During the meeting, ESRI staff presented the various GIS applications and data layers available to local governments.

Since the meeting, the Assistant City Manager and Deputy City Manager met with ESRI representatives to discuss an executive briefing of Chino staff on available GIS tools and resources.

Next anticipated meeting date: November 22, 2024

LEAGUE OF CALIFORNIA CITIES – Legislative Task Force

Council Representative: Karen Comstock | Staff Report by: Vivian Castro

No meeting during this reporting period.

Next anticipated meeting date: None. The IE Legislative Task Force is no longer in existence.

League of California Cities Annual Conference, October 16-18, 2024

Several Council Members and City staff attended the League of California Cities Annual Conference in Long Beach. The conference consisted of numerous meetings of various issues and regional committees of the membership, as well as workshops and keynote speaker presentations. Mayor Pro Tem Karen Comstock was elected as Vice President of the Inland Empire Division during the conference.

A meeting of the League's Generally Assembly was scheduled to vote on Friday, October 18, but could not do so due to a lack of a quorum.

OMNITRANS BOARD OF DIRECTORS

Council Representative: Eunice Ulloa | Staff Report by: Dennis Ralls

Meeting Date: September 4, 2024

The Board received an update on Key Performance Indicators. Systemwide ridership is up almost 13% over the same quarter last year, on-time performance for the Fixed Route service is at 79.8% while OmniAccess is at 94.3%, and ride satisfaction rating is 89.7% positive.

The Board also received a report on the systemwide cost per passenger, which is estimated to be \$13.21. Fixed route service operates at the lowest cost per passenger (\$9-\$15), while services like OmniRide (\$74.41) and OmniAccess (\$78.84) operate at higher costs per passenger.

Next anticipated meeting date: October 2, 2024

**ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA) INTER-AGENCY COLLABORATIVE
(ROUNDTABLE)**

Council Representative: Curtis Burton | Staff Report by: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE

Council Representative: Karen Comstock | Staff Report by: Xochitl Huerta

No meeting during this reporting period.

Next anticipated meeting date: October 23, 2024

SBCTA – San Bernardino Co. Transportation Authority Board of Directors

Council Representative: Eunice Ulloa | Staff Report by: Dennis Ralls

Meeting Date: September 4, 2024

The Board approved an update on the Measure I Valley Freeway Interchange Phasing Project. This long-term 2016 initiative identified several freeway interchanges in the County and dedicated Measure I funding to these potential freeway interchange projects on a first-come, first-serve basis. This project helped fund the recently completed SR-60 / Central Avenue Bridge project in Chino. SBCTA had reached out to its member agencies to help identify remaining projects on the previously approved list that are likely to be built within the current Measure I timeframe, which is set to expire in 2040. No other interchanges were allowed to be added to the previously approved list. Other interchanges in the Chino area currently approved for this funding include:

- SR-60 / Ramona Avenue (Chino)
- SR-60 / Mountain Avenue (Chino/Ontario)
- SR-60 / Euclid Avenue (Ontario)

Chino staff is not aware of any other freeway interchange projects in the works that are also on this list. After consultation with the member agencies, SBCTA identified the following interchanges as likely projects to be built, allocating the remaining funding to these projects:

- I-10 / Wildwood Canyon (Yucaipa)
- SR-210 / Waterman Avenue (City of San Bernardino)
- SR-210 / 5th Street (Highland)
- SR-60 / Euclid Avenue (Ontario)

With these identified projects, the SBCTA Board approved allocating \$23M in Measure I funding to the projects listed above for this project.

Next anticipated meeting date: October 2, 2024

SBCTA – City Selection Committee

Council Representative: Eunice Ulloa | Staff Report by: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SCAG – General Assembly

Council Representative: Marc Lucio | Staff Report by: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: May 1-2, 2025

SANTA ANA WATERSHED ADVISORY COUNCIL

Council Representative: Chris Flores | Staff Report by: Natalie Ávila

No meeting during this reporting period.

Next anticipated meeting date: TBD

WATER FACILITIES AUTHORITY BOARD OF DIRECTORS

Council Representative: Eunice Ulloa | Staff Report by: Natalie Ávila

Meeting Date: September 19, 2024

Consent Calendar

The Board of Directors approved the Consent Calendar on a 4-0 vote that included receipt of routine financial information reports and the authorization for an agreement with Guardian to provide long-term disability insurance for Authority staff. One item was pulled from the consent for discussion regarding the authorization for discretionary payment against the CalPERS's unfunded accrued liability which passed on a vote.

Discussion / Possible Action

Moss, Levy, & Hartzheim, LLP presented the Annual Financial (Audit) Report for the Fiscal Year ending June 30, 2024, and reported minor discrepancies. The item was passed with one abstention to authorize staff to distribute copies to member agency financial managers. The Board also adopted a Resolution amending the Conflict-of-Interest Code.

Reports / Updates

The General Manager and Legal Counsel reported that the Authority is in negotiation for audit/treasurer professional services. Additionally, the General Manager reported that the WFA sufficiently imported water from MWD to fulfill delivery obligations to the WFA member agencies.

Next anticipated meeting date: November 21, 2024

West Valley Mosquito and Vector Control District
Council Representative: Chris Flores | Staff Report by: Vivian Castro

Meeting Date: September 24, 2024

The Consent Calendar was approved unanimously.

West Valley MVCD reported on the following:

On September 28, the monthly meeting of West Valley MVCD with the City of Ontario regarding the **Mill Creek Wetlands** was held. The Wetlands naturally treat runoff from a 77-square mile drainage area that includes the Cities of Ontario, Chino, Rancho Cucamonga, and Upland. In addition to water quality, the natural wetland system provides recreation trails and habitat restoration. It is in the Prado Basin in Chino. The project is the result of a multi-agency partnership and is operated by the City of Ontario. The group discussed the ongoing annual vegetation removal and vector access paths.

The WVMVCD met with the US Army Corps on September 6 regarding the **Yorba-Slaughter Adobe House basin** in the City of Chino. The basin access paths for mosquito inspections and treatments were reviewed. The Army Corps agreed to continue using the aerial overview map provided as a goal for regular access. San Bernardino County Regional Parks will schedule work crews to begin access paths as soon as possible.

During August 2024, West Valley MVCD reported 31 (26.5%) service calls attributable to Chino, 380 (26.5%) vector inspections, and 361 (23.4%) treatments. 46% of the mosquitos collected were from Chino.

The West Valley MVCD did not participate in City of Chino events or activities during the reporting period.

Next anticipated meeting date: October 22, 2024

West End Animal Services Agency - JPA
Council Representative: Curtis Burton | Staff Report by: Rogelio Huerta

Meeting Date: August 22, 2024

The City of Chino and the City of Ontario joined forces in July 2024 to establish the West End Animal Services Agency Joint Powers Authority (JPA). This collaborative effort aims to provide comprehensive animal services to both cities. To oversee this new agency, Council Member Burton from Chino was selected to represent Chino on the JPA Board of Directors. Mayor Paul Leon and Mayor Pro Tem Debra Porada from the City of Ontario were chosen to represent Ontario. Jordan Villwock, Management Services Director of Ontario, was appointed as the Interim Executive Director of the JPA.

The West End Animal Services Agency Board of Directors held a special meeting on August 22, 2024, to address key organizational matters. The Board elected JPA Director and Ontario Mayor Paul Leon as Chair and Director Curtis Burton as Vice Chair. The Board authorized the Interim Administrator to negotiate and execute a 22-month contract with the City of Ontario for administrative services not to exceed \$220,000. Additionally, the Board authorized the Interim Administrator to execute a one-year legal services agreement with Best Best & Krieger LLP for up to \$180,000. The Board adopted a resolution approving the Agency's administrative policies and procedures, including board compensation, staff, operations, claims, real property procedures, and incorporation of existing City of Ontario policies. The first Thursday of every month at 9:00 AM was established as the regular meeting cadence for the Agency. The Board appointed the Interim Administrator,

Treasurer/Controller, and Secretary. Lastly, the Board authorized the Interim Administrator to negotiate a lease agreement for a temporary shelter facility at 1630 Shearwater Street, Ontario, for a 36-month term with optional two-year extensions.

Next anticipated meeting date: October 3, 2024

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 773095 to 773295, and Electronic Fund Transfers 523254E to 523351E, totaling \$5,144,099.12.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 24-25 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

As prescribed by Government Code Sections 37202 and 37208, the following demand registers are herewith submitted for Council ratification:

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	773095 – 773203	10/24/24	24-25	\$1,194,126.91
2.	773204 – 773295	10/31/24	24-25	\$519,555.21
3.	523254E – 523306E	10/25/24	24-25	\$935,422.45
4.	523307E – 523351E	11/01/24	24-25	\$2,494,994.55
TOTAL				\$5,144,099.12

E: Electronic Fund Transfers

ISSUES/ANALYSIS

See attached exhibit for detailed information on warrants exceeding \$50,000.

Attachment



CITY OF CHINO

A/P Warrant Register Over \$50,000

Check Number	Check Date	Vendor Name	Description	Amount
773104	10/24/2024	BRIGHTLIFE DESIGNS, LLC	RENTAL OF CITY HALL HOLIDAY TREE	\$64,964.25
773161	10/24/2024	METROCELL CONSTRUCTION INC.	G7241 - KIMBALL MEDIAN IMPROVE	\$125,766.08
773197	10/24/2024	WASTE MANAGEMENT	REFUSE COLLECTION	\$554,376.60
			Subtotal	\$745,106.93
773208	10/31/2024	ALESHIRE & WYNDER LLP	CITYWIDE - CITY ATTORNEY SERVICES	\$50,787.25
773259	10/31/2024	INLAND EMPIRE ESCROW	HOME IMPROVEMENT LOAN AND GRANT	\$74,375.00
773293	10/31/2024	WASTE MANAGEMENT	LANDFILL/ORGANICS	\$92,155.94
			Subtotal	\$217,318.19
523257	10/25/2024	ALLISON MECHANICAL INC	PFD/PD CHILLER #1 REPLACEMENT	\$52,297.00
523261	10/25/2024	CALGON CARBON CORPORATION	GAC - FOR THE CALGON TREATMENT	\$55,976.00
523282	10/25/2024	INLAND EMPIRE UTILITIES AGENCY	BPO - NON-RECLAIMABLE WASTEWATER	\$54,885.78
523289	10/25/2024	MERCHANTS LANDSCAPE SERVICES INC	SEPTEMBER 2024 ROUTINE LANDSCAPE	\$50,413.02
523303	10/25/2024	WATER FACILITIES, AUTHORITY (JPA)	BPO - FY24-25 IMPORTED WATER PURCHASE	\$548,530.46
			Subtotal	\$762,102.26
523318	11/01/2024	DELL MARKETING LP	CENTRAL SVCS-MICROSOFT LICENSES	\$399,076.08
523325	11/01/2024	HARDY & HARPER INC	ST241 - FY24 STREET REHAB ASPHALT	\$1,028,938.48
523330	11/01/2024	INLAND EMPIRE UTILITIES AGENCY	BPO - SEWAGE TREATMENT SERVICE	\$884,742.71
523331	11/01/2024	HUMANE SOCIETY OF POMONA VALLEY	ANIMAL CONTROL SERVICES	\$64,828.00
			Subtotal	\$2,377,585.27
			GRAND TOTAL	\$4,102,112.65

Council Meeting 11/19/2024

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Minutes.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, NOVEMBER 5, 2024

MINUTES

OPEN SESSION – 6:00 PM

CALL TO ORDER

The November 5, 2024, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:03 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Karen C. Comstock, Council Member Curtis Burton, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

FLAG SALUTE

Council Member Lucio led the Pledge of Allegiance.

CEREMONIALS

Proclamations

Purple Heart City - Proclamation to reaffirm the City of Chino's proud commitment to be a Purple Heart City along the Purple Heart Trail to honor the service and sacrifice made to preserve our freedom.

Mayor Ulloa read the Proclamation to reaffirm the City's proud commitment to be a Purple Heart City and presented it to David Metoyer, U.S. Marine Corps, Corporal E4, Vietnam; Alex Ortiz, U.S. Army, Sergeant E6, Vietnam; and Dennis Murillo, U.S. Army, Specialist E5, Vietnam.

Law Enforcement Records and Support Personnel Day - Proclaim November 14, 2024 as Law Enforcement Records and Support Personnel Day.

Mayor Ulloa read the Proclamation designating November 14, 2024, as Law Enforcement Records and Support Personnel Day in Chino and presented it to Police Chief Kevin Mensen, Amanda Tamparong, Police Records & Evidence Supervisor; Michelle Ogilby, Police Records & Evidence Coordinator; and Jordan Frost, Police Records Technician.

Presentations

Inclusion Community Celebration - Recognition of the City's partnerships with non-profit organizations for the Inclusion Community Celebration.

Mayor Ulloa introduced a video from ABC 7 News highlighting the City's Inclusion Community Celebration event. Certificates of recognition were presented by Mayor Ulloa and Silvia Avalos, Director of Community Services, Parks & Recreation to the event partner organizations accepted by Felicia Guzman of Adrian's World Inc.; Melissa Cardona, of Autism Society Inland Empire; Christina Dang, of Behavior Highway; and Tony Verches, of Love Them All Foundation.

Team Chino Softball Team Recognition - Recognition of Team Chino's First Place Win in the First Responders Softball Tournament hosted by Los Angeles Police Department supporting the Special Olympics of Southern California.

Mayor Ulloa announced the Chino Police Department Softball Team placed First Place at the Annual First Responders Softball Tournament, hosted by the Los Angeles Police Department, in support of the Special Olympics of Southern California. Adrian Lopez of the Los Angeles Police Department/Special Olympics Board Member and Chino Police Chief Kevin Mensen were present to congratulate the Chino Softball Team. The team presented Mayor Ulloa with an honorary team jersey.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported there were no additions or revisions to the agenda.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa issued a reminder about the following scheduled community events:

Bark Around Ayala Park, Saturday, November 9, 2024, from 9:00 a.m. to 12:00 p.m. at Ruben S. Ayala Park, 5575 Edison Avenue. For more information, visit www.cityofchino.org/bark.

Veterans Day Ceremony, Monday, November 11, 2024, at Liberty Courtyard, 5443 B Street. For more information, visit www.cityofchino.org/veteransday.

City Hall will be closed on Monday, November 11, 2024, in observance of Veterans Day and will reopen on Tuesday, November 12, 2024.

Tree Lighting Ceremony and Santa's Workshop, Saturday, December 7, 2024, from 4:00-8:00 p.m., at Chino City Hall Lawn. For more information, visit www.cityofchino.org/treelighting.

Chino Youth Christmas Parade & Fair, Saturday, December 14, 2024, from 9:00 a.m. to 2:00 p.m. The Holiday Fair and Carnival will take place at City Hall Lawn. The Chino Youth Museum will celebrate their 25th anniversary and will transform to Santa's Village from 9:00 a.m. to 2:00 p.m. For more information, visit www.cityofchino.org/parade.

PUBLIC COMMENTS

Mayor Ulloa provided an announcement for speakers in attendance regarding the project at Euclid and Schaefer Avenues. She explained the item is not part of the meeting agenda and encouraged residents to visit the website www.cityofchino.org/orbis and attend the upcoming neighborhood meeting regarding the project so their comments and concerns can be made a part of the official record for the project.

Pastor Joel Pickett, Calvary Chapel Chino Hills, provided the invocation.

Yvette Gasso, Representative of the Cultural Foundation, invited residents to their Artist

Showcase event, on Thursday, November 7, 2024, from 6:00 - 9:00 p.m. at Centro Basco restaurant.

Steve Elie, Director, Inland Empire Utilities Agency (IEUA), provided an update on the services provided by IEUA and offered to provide a tour of Regional Plant 5.

Michelle Betke, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Hector Aguirre, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Greg Duncan, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues and expressed concern regarding proposed Ordinance 2024-003.

Susan Fekete, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Alexander Quisan, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Lisa Mejri, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Maria Torres, Chino resident, spoke in opposition of the project at Euclid and Schaefer Avenues.

Mayor Pro Tem Comstock thanked the residents for their comments regarding the project at Euclid and Schaefer Avenues and noted the City Council is unable to discuss the project due to the item not being on the agenda. She encouraged residents to attend the upcoming neighborhood meeting with the developer and also attend the Planning Commission meeting to ensure the concerns can be considered when the item is presented to the Commission.

Mayor Ulloa requested Public Hearing Item No. 17 be heard prior to other agenda items.

Public Hearing Item #17 was pulled and heard prior to the Consent Calendar.

PUBLIC HEARING

17. Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No. 2024-003 (ZOA PL23-0133). Approve Resolution No. 2024-004 for the adoption of amendments to the City of Chino 2021-2029 Housing Element required by the California Department of Housing and Community Development; and approve the introduction of Ordinance No. 2024-003.

Staff Report By: Mike Hitz, Principal Planner

RECOMMENDATION: 1) Approve Resolution No. 2024-004 adopting an amendment to the City of Chino 2021-2029 Housing Element, including any additional non-substantive revisions required by the California Department of Housing and Community Development (HCD); 2) approve the introduction of Ordinance No. 2024-003, to be read by number and title only, and waive further reading of the Ordinance; and 3) authorize the City Manager to file all documents with HCD on behalf of the City.

Mayor Ulloa opened the public hearing.

Mike Hitz, Principal Planner, provided a presentation on the item.

City Attorney Fred Galante presented case examples to highlight where other cities have banded together to challenge the California Department of Housing and Community Development (HCD) Regional Housing Needs Assessment (RHNA) allocation number requirements and were unsuccessful. Mr. Galante explained the provisions of the Builder's Remedy.

Discussion ensued between City Council members, Staff, and the City Attorney regarding options to revise the proposed Ordinance to address property setbacks and building height concerns of development projects.

Mayor Pro Tem Comstock provided background information to the audience regarding the state requirements to adopt a certified housing element.

Council Member Burton shared the many efforts of the City Council to approve a housing element that fits the needs of the Chino Community.

Mayor Ulloa requested public comments from the audience.

Prior to the meeting, two email public comments were received from Robert Nigg and Greg Duncan, provided to the City Council, and saved to the meeting record.

Susan Fekete, Chino Resident, spoke on behalf of her neighbor Mr. Nigg, who is currently out of the country, in opposition of the proposed amendment of the Housing Element update and introduction of Ordinance 2024-003.

Michelle Betke, Chino Resident, spoke in opposition of the proposed amendment to the Housing Element update and introduction of Ordinance 2024-003.

Miguel Gutierrez, Chino Resident, spoke in opposition of the proposed amendment to the Housing Element update and introduction of Ordinance 2024-003.

Lisa Mejri, thanked the City Council for the information they provided to residents regarding the Housing Element update and proposed Ordinance.

Daniel Medrano, Chino resident, inquired about the requirements and zoning for affordable housing.

There being no additional requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Mayor Ulloa asked clarifying questions about the implications if the proposed Ordinance is modified, not approved, or adopted as presented and changed at a later date.

Mayor Ulloa requested a motion to approve the item as presented.

A motion was made by Council Member Burton, to approve the proposed amendment to the Housing Element and the introduction of Ordinance No. 2024-003. The motion failed for a lack of a second.

Council Member Lucio expressed the concern of residents having the opportunity to attend the meeting due to it being election night and would like to allow another opportunity for the residents to attend.

Mayor Ulloa reopened the Public Hearing to continue the item to the next regular City Council Meeting on November 19, 2024 at 6:00 p.m.

Motion by Council Member Lucio, seconded by Council Member Flores, to continue Public Hearing Item No. 17 to the November 19, 2024 regular City Council meeting. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, FLORES, AND LUCIO

NOES: BURTON

ABSENT: NONE.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 772810 to 773094, and Electronic Fund Transfers 523135E to 523253E, totaling \$8,109,931.24.
2. Minutes. Regular Meeting Minutes for October 15, 2024 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. City Holiday Closure 2024. Approval of City Hall Closure and Essential Services for December 26-30, 2024.
5. Adoption of Ordinance No. 2024-011. Approve adoption of Ordinance No. 2024-011 (Second Reading) amending Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members) setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26
6. Amendment No. 1 to Memorandum of Understanding with San Bernardino County - Inspection and Permitting to have County extend services to the East End Annexation Area and other projects pending annexation. Amendment No. 1 to Memorandum of Understanding with San Bernardino County - Inspection and Permitting to have County extend services to the East End Annexation Area and other projects pending annexation.
7. California Extended Water and Wastewater Arrearage Payment Program Grant Acceptance. Accept and Approve the use of \$241,324.30 of Grant Funds as outlined by the State of California under the California Extended Water and Wastewater Arrearage Payment Program to pay past due monthly bills for Water (drinking) and Wastewater Service.
8. Approval of the City's Classification and Compensation Schedule as updated to reflect the FY 2024/25 Cost-of-Living Adjustment approved by City Council in October 2023. Adopt Resolution No. 2024-053 approving a Cost-of-Living Adjustment for job classifications represented by the Chino Police Officers Association (CPOA), Chino Police Management Association (CPMA), and Unrepresented Sworn Management.
9. Renewal of Live Entertainment Permit - Casa Diaz. Approval of a renewal of a Live Entertainment Permit for Casa Diaz located at 7041 Schaefer Avenue for a period of 12 months. This permit is subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of the permit.

10. 2024 Citizens' Option for Public Safety (COPS) Grant Funds Additional Appropriation (G4249). Accept additional funds of \$137,125.06 received for the identified expenditure areas of the FY 2023-24 COPS Program Grant G4249 and appropriate an additional expenditure and revenue in the amount of \$137,125.06 in the State COPS Fund 130.
11. 2025 Citizens' Option for Public Safety (COPS) Grant Funds Appropriation (G4256). Accept the use of the grant funds for the identified expenditure areas of the 2025 COPS Program Grant G4256 and appropriate \$142,976 to AB3229-State COPS Grant Fund 130 with a corresponding increase to revenues in the same fund.
12. Federal Asset Forfeiture - Purchase of a Side-by-Side Vehicle. Establish a Federal Grant Number G4257; appropriate \$47,195.95 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Side-by-Side vehicle; and increase the Asset Forfeiture revenue by \$47,195.95.
13. Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a Municipal Corporation; Chino Development Corporation, a California Corporation; and TH The Preserve Chino LLC, a California Limited Liability Company. Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and TH The Preserve Chino LLC.
14. Acceptance of Right of Way Dedication - East Preserve Loop and Main Street (Chino Preserve Development Corporation). Accept the offer of right-of-way dedication for public street and utility purposes on East Preserve Loop from the southerly boundary of Tract 20446 to Main Street and Main Street from East Preserve Loop to Chino Corona Road.
15. Final Acceptance of Public Improvements for Parcel Map No. 19756 for the Altitude Business Center Located South of Kimball Avenue on the East and West Sides of Quality Way. Accept Public Improvements as Complete for Parcel Map No. 19756; approve an Amendment to the Subdivision Improvement Agreement to Extend the Warranty Period; and Approve a Public Improvement Agreement with Richland Ventures, Inc. for the Kimball Median.

Motion by Council Member Flores, seconded by Council Member Lucio, to approve the Consent Calendar items 1-15 as presented. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

16. Formation of Improvement Area 11 in Community Facilities District 2003-3. Public Hearing regarding the Formation of Improvement Area 11 in Community Facilities District 2003-3.

Staff Report By: Nadyne Lowry, Acting Director of Finance

RECOMMENDATION: 1) Conduct a Public Hearing regarding the formation of Improvement Area 11 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2024-054 establishing Improvement Area 11 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election; 4) adopt Resolution No. 2024-055, determining the necessity to incur bonded indebtedness; 5) conduct a special election with the property owners; 6) adopt Resolution No. 2024-056, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2024-012, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

Mayor Ulloa opened the public hearing.

Nadyne Lowry, Acting Director of Finance provided a report on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Motion by Council Member Flores, seconded by Council Member Lucio, to 1) Conduct a Public Hearing regarding the formation of Improvement Area 11 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2024-054 establishing Improvement Area 11 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election; 4) adopt Resolution No. 2024-055, determining the necessity to incur bonded indebtedness; and 5) conduct a special election with the property owners. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa directed the City Clerk to open the ballots and declare the results of the special election.

City Clerk Natalie Gonzaga reported all ballots had been cast in connection with the election for Improvement Area No. 11 of Community Facilities District (CFD) No. 2003-03, and stated the election was declared closed. City Clerk Gonzaga reported the results for the election were unanimous, with 20 votes in favor of all propositions.

Mayor Ulloa requested a motion to adopt Resolution No. 2024-056 certifying the results of the election, along with the introduction of Ordinance 2024-012, authorizing the levy of the special tax and the bonded indebtedness within the District.

City Attorney read the Ordinance by number and title only.

ORDINANCE NO. 2024-012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 11 OF THE DISTRICT.

Motion by Council Member Burton, seconded by Mayor Pro Tem Comstock, to 6) adopt Resolution No. 2024-056, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2024-012, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Public Hearing Item #17 was pulled and heard prior to the Consent Calendar.

NEW BUSINESS

18. Federal Asset Forfeiture Funds - Police Bloodhound K9 (Federal Grant G4255). Approve the appropriation of \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of Police Bloodhound K9 and increase the Asset Forfeiture revenue by \$23,794.

Staff Report By: Captain Ryan Croley

RECOMMENDATION: 1) Establish a Federal Grant Number G4255; 2) appropriate \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Police Bloodhound Service Dog, including initial training and all necessary equipment for both the dog and handler (Police Bloodhound K9 Team); 3) increase the Asset Forfeiture revenue by \$23,794; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

Captain Ryan Croley provided a presentation on the item.

Mayor Ulloa inquired the cost and budget for the Police Bloodhound Service Dog, named Scout. Captain Croley and Chief Mensen detailed the cost and budget breakdown including training related costs.

Captain Croley reported Police Officer Dominic Diaz will be Scout's handler.

Motion by Council Member Flores, seconded by Council Member Lucio, to 1) Establish a Federal Grant Number G4255; 2) appropriate \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Police Bloodhound Service Dog, including initial training and all necessary equipment for both the dog and handler (Police Bloodhound K9 Team); 3) increase the Asset Forfeiture revenue by \$23,794; and 4) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

19. Approve Construction Contract Change Order No. 2 with C.P. Construction Co., Inc., Upland, CA for the Kimball Avenue Preserve Improvements Project (ST232). Appropriate \$1,417,809 with a corresponding increase to the project budget for the Kimball Avenue Preserve Improvements Project (ST232) and approve Change Order No. 2 with C.P. Construction Co. Inc., in the amount of \$681,758.45.

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Appropriate \$717,809 from the Measure I Fund (322); 2) appropriate \$700,000 from the SB-1 Road Maintenance Rehabilitation Fund (327); 3) reduce the funding source by \$4,980,000 from the Preserve- Bridges, Signals and Thoroughfare DIF Fund 260; 4) reduce the project budget by a total of \$3,562,191 for a revised project budget, in the amount of \$4,494,049.94 for the Kimball Ave Preserve Improvement Project ST232; 5) approve Change Order No. 2 for \$681,758.45 with C.P. Construction Co., Inc., Upland, CA (Contract No. 2024-072) for Project (ST232) for Street Rehabilitation on Kimball Avenue from Rincon Meadows to Hellman Avenue for a revised total contract amount not to exceed \$3,672,498.45; and 6) authorize the City Manager to execute all necessary documents on behalf of the City.

Michelle Hindersinn, Senior Engineer, provided a presentation on the item.

Mayor Ulloa inquired when the north side of Kimball Avenue road improvement will be completed, and Ms. Hindersinn explained the road should have been paved during the road improvements between Flight and Hellman Avenues on the north side and the other project located to the west of this area. Mayor Ulloa requested staff to reassess the project area and ensure the conditions of the road improvements are acceptable.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Comstock, to 1) Appropriate \$717,809 from the Measure I Fund (322); 2) appropriate \$700,000 from the SB-1 Road Maintenance Rehabilitation Fund (327); 3) reduce the funding source by \$4,980,000 from the Preserve- Bridges, Signals and Thoroughfare DIF Fund 260; 4) reduce the project budget by a total of \$3,562,191 for a revised project budget, in the amount of \$4,494,049.94 for the Kimball Ave Preserve Improvement Project ST232; 5) approve Change Order No. 2 for \$681,758.45 with C.P. Construction Co., Inc., Upland, CA (Contract No. 2024-072) for Project (ST232) for Street Rehabilitation on Kimball Avenue from Rincon Meadows to Hellman Avenue for a revised total contract amount not to exceed \$3,672,498.45; and 6) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had no report.

Mayor Pro Tem Comstock

Mayor Pro Tem Comstock had no report.

20. Community Support Fund - Mayor Pro Tem Comstock. Approve community support fund contribution to Chino High School Band Boosters– 77th Calvary.

Staff Report By: Mayor Pro Tem Comstock

RECOMMENDATION: Approve a community support fund contribution of \$250 to Chino High School Band Boosters- 77th Calvary.

Motion by Council Member Burton, seconded by Council Member Flores, to Approve a community support fund contribution of \$250 to Chino High School Band Boosters- 77th Calvary. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Council Member Burton

Council Member Burton had no report.

Council Member Flores

Council Member Flores had no report.

Council Member Lucio

Council Member Lucio had no report.

21. Community Support Fund - Council Member Lucio. Approve community support fund contribution to the Soroptimist International of the Chino Valley.

Staff Report By: Council Member Lucio

RECOMMENDATION: Approve a community support fund contribution of \$250 to the Soroptimist International of the Chino Valley Hoe Down.

Motion by Council Member Flores, seconded by Council Member Burton, to Approve a community support fund contribution of \$250 to the Soroptimist International of the Chino Valley Hoe Down. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante had no report.

Police Chief's Report

Chief Mensen had no report.

Director's Report

There was no Director's report.

Fire Chief's Report

Fire Chief Dave Williams had no report.

ADJOURN

Mayor Ulloa adjourned the meeting at 8:37 p.m. The next Regular Meeting of the City Council will be held on Tuesday, November 19, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

(These minutes are not official until signed.)

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Elected City Officials' Report Regarding Travel, Training, and Meetings.

RECOMMENDATION

Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2024-25 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000-43320
Transfer In:	Transfer Out:

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: ELECTED CITY OFFICIALS' REPORT REGARDING TRAVEL, TRAINING, AND MEETINGS.

PAGE: 2

BACKGROUND

In accordance with Government Code Sections 53232.2 and 53232.3, implementing Assembly Bill (AB) 1234 on January 1, 2006, the City adopted Resolution No. 2005-093 establishing a Business-Related Expense Policy. On December 6, 2016, the City approved Resolution No. 2016-075 adopting the latest revisions to this policy. In addition to requiring local agencies to adopt a business-related expense policy, AB 1234 requires that Elected Officials provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

ISSUES/ANALYSIS

In response to AB 1234, a report regarding Elected City Officials' Travel, Training, and Meetings (Exhibit A) was created and is placed on the City Council Agenda Consent Calendar, as needed. The documents that pertain to the items listed on Exhibit A are available for public inspection at the City Clerk's office located in City Hall at 13220 Central Avenue, Chino, CA.

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
November 7, 2024	University of La Verne and Southern California Chapter of ASPA Randall Lewis Leadership in Public Service Series	Ontario, CA	Mayor Pro Tem Comstock Council Member Flores
November 7, 2024	Southern California Water Coalition Annual Meeting and Dinner	Newport Beach, CA	Mayor Ulloa

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

Report on State and Federal Legislative Issues.

RECOMMENDATION

Receive and file the Priority Legislative Items Report dated November 19. This item does not include a Tracked State Legislation Report or Position Letters on Legislation as there were none during the applicable period.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

On April 2, 2024, the City Council adopted the Citywide Legislative Policy, which details guiding principles organized around respective legislative, policy, and regulatory matters. It supplements the Citywide Strategic Plan to build an effective and flexible legislative advocacy strategy.

The Policy authorizes Staff to formulate and approve official City responses for those legislative items with potentially significant impact on the City or that create an issue of timeliness for an official response, with the qualification that the position is determined to be consistent with the City's legislative policy.

Per the Policy, the Committee or Staff is to report to the City Council on any updates, recommendations, or actions taken by the Committee or Staff.

ISSUES/ANALYSIS

The attached November 19, 2024, Priority Legislative Items Report includes legislative and government relations issues of note to the City (Attachment 1).

There was no Tracked State Legislation Report or Position Letters on Legislation during the applicable reporting period.

CITY OF CHINO – PRIORITY LEGISLATIVE ITEMS REPORT (Attachment 1)

As of November 19, 2024

PRIORITY LEGISLATION

SB 536 (Rubio and Rodriguez) - Surplus state real property: Heman G. Stark Youth Correctional Facility

- Signed by Governor Newsom on September 27 and chaptered into law. Sponsored by the City of Chino.
- SB 536 authorizes the Director of DGS to sell or lease property known as the California Department of Corrections and Rehabilitation Heman G. Stark Youth Correctional Facility (Stark), located in the City of Chino, to the City at fair market value upon terms and conditions the Director determines are in the best interests of the State.
- On October 31, City staff met with Jason Kenney, the Deputy Director of the Department of General Services, to discuss the process and timeline for the sale of the property.

INFORMATIONAL ITEMS

Chino City Council Legislative Committee – The next meeting of the City Council Legislative Committee is scheduled for Thursday, November 21 at 4:00 p.m. in Council Chambers.

2023-24 Legislative Session – List of Tracked Bills - Attachment 2 generally contains a list of the bills the City tracks. No bills are currently being tracked as the Legislature is not in session.

Position Letter(s) - Attachment 3 generally includes City position letters submitted since the prior report. No position letters were submitted during this reporting period.

State Legislative Calendar

- Nov. 30 – Legislature adjourns at midnight.
- Dec. 2 – The 2025-26 Regular Session of the Legislature convenes for Organizational Session at 12 p.m.
- Dec. 23 – Jan. 1 – Winter and New Year Holidays.
- Jan. 1, 2024 – Statutes take effect.

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER
FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

SUBJECT

Ordinance No. 2024-012 Second Reading – CFD 2003-3.

RECOMMENDATION

Adoption of Ordinance No. 2024-012 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2003-3 Improvement Area 11.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

This matter was introduced on first reading by the Council at their November 5, 2024 meeting. By the passage of this Ordinance, the City Council authorizes the levy of special taxes within the Community Facilities District at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibit C to the Resolution No. 2024-49.

Once adopted on second reading, the ordinance will go into effect thirty (30) days thereafter.

ISSUES/ANALYSIS

Ordinance No. 2024-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 11 OF THE DISTRICT

Attachment: Ordinance No. 2024-012

ORDINANCE NO. 2024-012

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO,
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF
CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN,
AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN
IMPROVEMENT AREA NO. 11 OF THE DISTRICT**

WHEREAS, on October 1, 2024, the City Council (the “City Council”) of the City of Chino (the “City”) adopted Resolution No. 2024-049 (the “Resolution of Intention”) declaring its intention to form Improvement Area No. 11 (the “Improvement Area”) of Community Facilities District No. 2003-3 of the City of Chino (the “Community Facilities District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), and adopted Resolution No. 2024-050 declaring its intention to incur bonded indebtedness of the Improvement Area; and

WHEREAS, on November 5, 2024, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Improvement Area, the proposed levy of a special tax within the Improvement Area to provide certain services and finance certain public improvements described in Resolution No. 2024-049 and to secure the payment of any bonded indebtedness of the Improvement Area, and the proposed issuance of up to \$20,000,000 of bonded indebtedness; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Improvement Area, the proposed levy of the special tax within the Improvement Area to provide for the services and to finance the improvements described in Resolution No. 2024-049 and the proposed issuance of bonded indebtedness of the Community Facilities District on behalf of the Improvement Area were heard and a full and fair hearing was held; and

WHEREAS, on November 5, 2024, following the close of the public hearing, the City Council adopted a resolution establishing the Improvement Area (the “Resolution of Formation”) and a resolution determining the necessity to incur bonded indebtedness of the District (the “Resolution to Incur Bonded Indebtedness”) each of which called a consolidated special election on November 5, 2024 within the Improvement Area on three propositions relating to the levying of a special tax, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Improvement Area; and

WHEREAS, on November 5, 2024, a special election was held within the Improvement Area at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the Improvement Area for the purposes described in the Resolution of Formation and the issuance of bonded indebtedness for the Improvement Area as described in the Resolution to Incur Bonded Indebtedness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes the levy of Special Tax A and Special Tax B (as defined in the Rate and Method, defined below, and, collectively, the “Special Tax”) within the Improvement Area at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibit C to the Resolution of Intention, which rate and method of apportionment is incorporated by reference herein (the “Rate and Method”).

Section 3. The Director of Finance of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific Special Tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the specific Special Tax rate and amount to be levied on each parcel of land in the Improvement Area pursuant to the Rate and Method. The Special Tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the Special Tax may be levied at a lower rate.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the Special Tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, the Rate and Method and the boundary map for the Improvement Area. No other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the Rate or Method of an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the Special Tax pursuant to the Rate and Method shall be used as provided for in the Act, the Resolution of Intention and the Resolution of Formation. The Special Tax shall be levied within the Improvement Area only so long as needed for the purposes described in the Resolution of Intention and the Resolution of Formation.

Section 6. The Special Tax levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as Special Tax A for payment of the interest or principal of any bonded indebtedness of the Improvement Area, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax A.

Section 8. This Ordinance relating to the levy of the Special Tax within the Improvement Area shall take effect 30 days following its final passage, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the San Bernardino County Assessor and Treasurer-Tax Collector, and to perform all other

acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

INTRODUCED, ADOPTED, SIGNED AND APPROVED ON the 19th day of November, 2024.

CITY COUNCIL OF THE CITY OF CHINO

By: _____

Eunice M. Ulloa,
Mayor of the City of Chino

ATTEST:

Natalie Gonzaga
City Clerk of the City of Chino

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF CHINO)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 19th day of November, 2024, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Amendment to the Reimbursement Agreement with Inland Empire Utilities Agency (IEUA) for the Operations and Maintenance Costs of the Preserve Sewer Lift Station for a Five-Year Term in the total amount of \$898,000.

RECOMMENDATION

Approve an Amendment to the Reimbursement Agreement with Inland Empire Utilities Agency (IEUA) for the operations and maintenance costs of The Preserve Sewer Lift Station for a five-year total amount of \$898,000; and authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds in the FY 2024-25 Mid-Term budget for this reimbursement agreement to IEUA. However, the City will need to allocate funds in the subsequent fiscal years to reimburse IEUA in accordance with the five-year budget reimbursement schedule outlined in the Amendment. IEUA has established a budget for the five-year term, during which the City will continue to reimburse IEUA for full operations and maintenance costs in the final years of the Agency's oversight. The costs to operate and maintain the Preserve Sewer Lift Station are covered by the properties that are subject to the City's sewer rates approved by the City Council Resolution No. 2020-045 (attached). These costs, based on a comprehensive analysis, will increase by approximately five percent annually from years two through five to cover rising labor, material, and equipment expenses. The five-year reimbursement schedule is identified as follows:

IEUA Sewer Lift Station Preserve Five-Year Budget & Reimbursement Schedule – Fund 531	
Time Period	Reimbursement Amount
Year 1: July 2024 – June 2025	\$163,000.00
Year 2: July 2025 – June 2026	\$171,000.00
Year 3: July 2026 – June 2027	\$179,000.00
Year 4: July 2027 – June 2028	\$188,000.00
Year 5: July 2028 – June 2029	\$197,000.00
Total 5-Year Reimbursement Amount to IEUA*	\$898,000.00

**Note: An annual budget review will take place between October and February to collaborate and determine if any changes are deemed necessary.*

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH INLAND EMPIRE UTILITIES AGENCY (IEUA) FOR THE OPERATIONS AND MAINTENANCE COSTS OF THE PRESERVE SEWER LIFT STATION FOR A FIVE-YEAR TERM IN THE TOTAL AMOUNT OF \$898,000.

PAGE: 2

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure: 5317345-43650
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH INLAND EMPIRE UTILITIES AGENCY (IEUA) FOR THE OPERATIONS AND MAINTENANCE COSTS OF THE PRESERVE SEWER LIFT STATION FOR A FIVE-YEAR TERM IN THE TOTAL AMOUNT OF \$898,000.

PAGE: 3

BACKGROUND

Per the City's Sewer Master Plan, a Sewer Lift Station was constructed in the Preserve, northeast of the Prado Lake off Johnson Avenue inside Prado Park. This facility collects and conveys sewer flows that are gravity-fed from the Preserve and then pumped to IEUA's Kimball Interceptor which delivers flows to IEUA's Regional Plant 5 for treatment and processing. On July 17, 2018, the City Council approved a Reimbursement Agreement with IEUA for the operation and maintenance costs of the Preserve Sewer Lift Station due to the City staff's limited expertise in operating and maintaining large pumping facilities. Since the completion of construction in 2018, IEUA has assumed full operational and maintenance responsibilities, including day-to-day operations, non-routine repairs, and emergency services.

Since operations began at the facility, the City has reimbursed IEUA for complete operational and maintenance costs. The table below shows the total reimbursement to-date and total reimbursement amount to IEUA upon completion of the Agreement:

IEUA Sewer Lift Station Preserve Reimbursement – Fund 531	
Fiscal Year	Reimbursement Amount
Fiscal Year 2018 – 2019	\$49,262.60
Fiscal Year 2019 – 2020	\$46,476.14
Fiscal Year 2020 – 2021	\$72,577.30
Fiscal Year 2021 – 2022	\$73,175.56
Fiscal Year 2022 – 2023	\$23,442.35
Fiscal Year 2023 – 2024	\$113,789.16
To-Date Total Reimbursement to IEUA	\$378,723.11
Total 5-Year Reimbursement Amount to IEUA	\$898,000.00
Total Reimbursement Upon Completion of Reimbursement Agreement	\$1,276,723.11

Although IEUA has been overseeing these responsibilities, both the City and IEUA have agreed that, as the facility is City-owned, the City is to assume full responsibility. Both agencies determined that a span of five years would be sufficient time for the City to assume responsibilities. To facilitate the transition, an Amendment to the existing Reimbursement Agreement with IEUA is necessary to adjust the term and provide for the transfer of operational and maintenance responsibilities of the Preserve Sewer Lift Station.

ISSUES/ANALYSIS

The proposed Amendment stipulates that starting July 1, 2029, IEUA will transfer the maintenance and operational duties and responsibilities to the City of Chino. The IEUA's Board of Directors' strategic plan and goal is to return to IEUA's core duties and responsibilities which are to provide regional collection and treatment of wastewater. Therefore, one of the initiatives is to transfer the operations of a sewer lift station that serves the Preserve Community to the

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH INLAND EMPIRE UTILITIES AGENCY (IEUA) FOR THE OPERATIONS AND MAINTENANCE COSTS OF THE PRESERVE SEWER LIFT STATION FOR A FIVE-YEAR TERM IN THE TOTAL AMOUNT OF \$898,000.

PAGE: 4

City of Chino. The Preserve Community is the City of Chino's residents and wastewater collection customers.

To ensure a smooth transition, IEUA and the City will collaborate over the next five years to develop and implement a comprehensive Transfer of Responsibility Plan ("Transition Plan"), ensuring no disruption to the facility's operations. This plan will allow City staff to work alongside IEUA operators to acquire the necessary knowledge and skills to independently manage and operate the lift station facility. Key components of the plan will include, but not be limited to, Operator Rounds Standard Operating Procedures ("SOPS") and Templates, Process Control Narratives, Operation and Maintenance Records, Preventative Maintenance Plans, Vendor and Contractor Information, and Supervisory Control and Data Acquisition ("SCADA") Controls Training and Materials.

While the reimbursement amount covers the next five years, it is important to note that following the agreement's term, the City will assume indefinite responsibility for the facility. Currently, the Public Works Wastewater Division staff handle a wide range of tasks, including sewer main line repairs, sewer lateral repairs, catch basin inspections and cleaning, storm drain inspections and cleaning, storm drain main lines, marking underground service alerts, maintains the Benson and Bickmore Lift Stations, and provides as-needed related services. In addition to the new operational responsibilities for the Preserve Lift Station, in the next five years, Wastewater Division staff will also be responsible for implementing City-wide trash capture and removal as part of the MS4 permit requirements. The additional duties include cleaning/vacuuming over 1,000 catch basins, several regional drainage outfall trash capture locations, CCTV inspecting and cleaning storm drains, sewer mains, and sewer laterals. As such, staffing levels must be increased with the hiring of two Wastewater staff members in advance of the end of the agreement term to ensure the City can effectively manage the additional responsibilities.

Over the next five years, the City of Chino and IEUA will collaborate on a smooth transition of knowledge, information materials, equipment, software, training, services, and any other needed items for continual service of the Preserve Lift Station.

Staff recommends that the City Council approve the First Amendment for the Reimbursement of Operations and Maintenance Costs of the Preserve Sewer Lift Station between the City of Chino and IEUA with a five-year term. In addition, the City Council also acknowledges that this Amendment will serve as a transition period to establish a Transition Plan for the City to assume full control and responsibility of the Preserve Sewer Lift Station from IEUA once the Agreement concludes and a Transfer of Responsibility Plan will be implemented to ensure a smooth transition and the City's success in managing the facility independently.

Attachments: Amendment Reimbursement Agreement IEUA Preserve Sewer Lift Station
Resolution 2020-045

FIRST AMENDMENT TO AGREEMENT NUMBER 4600000401
FOR
REIMBURSEMENT OF OPERATIONS AND MAINTENANCE COST OF THE
PRESERVE SEWER LIFT STATION
BETWEEN
INLAND EMPIRE UTILITIES AGENCY
AND
CITY OF CHINO

THIS FIRST AMENDMENT TO AGREEMENT NUMBER 4600000401 FOR REIMBURSEMENT OF OPERATIONS AND MAINTENANCE COST OF THE PRESERVE SEWER LIFT STATION is made and effective as of [DATE], by and between Inland Empire Utilities Agency, a California municipal water district organized and existing in the County of San Bernardino under the Municipal Water District Law of 1911 (Water Code § 71000, *et seq*) (hereinafter referred to as “Agency”), and the City of Chino (hereinafter referred to as “CITY”). Agency and CITY may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, The Parties previously entered into Agreement number 4600000401 (“Agreement”) regarding the reimbursement of contracted services to operate and maintain the Preserve Sewer Lift Station (“Facility”) near the Prado Dechlorination Station inside the Prado Regional Park;

WHEREAS, the Agreement was approved by the CITY at its July 17, 2018, Council Meeting, approved by the Agency’s General Manager, and fully executed on July 18, 2018;

WHEREAS, the Agency and the CITY wish to amend the Agreement to adjust the term limit in order to transfer operations and maintenance of the Preserve Lift Station back to the CITY;

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

THE FOLLOWING PROVISIONS ARE REVISED AS FOLLOWS:

A. Paragraphs 1 through 9 (RECITALS) shall be replaced with the following:

WHEREAS, CITY has constructed a sewer lift station near the Prado Dechlorination Station inside the Prado Park;

WHEREAS, the Facility serves as a local facility;

WHEREAS, Agency agreed to be responsible for the operation and maintenance of the Facility, provided that CITY reimburse Agency for the costs thereof;

WHEREAS, CITY has authorized Agency to contract, when necessary, for services in order to operate and maintain the Facility;

WHEREAS, CITY currently reimburses Agency, in full, for Agency's cost(s) for the contracted services to operate and maintain the Facility;

WHEREAS, Agency provides its own insurance and workers' compensation for Agency employees assigned to the Facility, and ensures that all contractors and subcontractors have adequate insurance coverage;

WHEREAS, Agency and CITY intend to transfer the operation and maintenance responsibilities of the Facility from Agency to CITY at the termination of the Agreement; and

WHEREAS, Agency and CITY agree to collaborate in facilitating the transfer of the Facility operation and maintenance responsibilities to CITY by the end of the Term as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

REVISE THE FOLLOWING UNDER THE COVENANTS:

B. Section 1 shall be revised to read:

1. AGENCY ASSIGNMENT: All technical direction related to this Agreement shall come from the designated Agency Project Manager. Details of the Agency's Assignment are listed below:

Project Manager: Michael Dias
Address: 6075 Kimball Avenue,
Building B
Chino, California 91708

Telephone: (909) 993-1849
Email: mdias@ieua.org

C. Section 2 shall be revised to read:

2. CITY ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Primary Contact: Hye Jin Lee
Director of Public Works
Address: 13220 Central Avenue,
Chino, California 91710

Telephone: (909) 334-3535
Email: hjlee@cityofchino.org

D. Section 3.A. shall be replaced with the following:

A. Scope of Services: The Agency shall furnish services to operate and maintain the day-to-day operation and maintenance of the Facility during the term of this Agreement (hereinafter referred to as the "Services") in accordance with standard industry protocols for operating a sewer lift station. The Agency shall maintain the Facility in a good and safe operating condition and in a manner consistent with good practices for such a facility. The Services shall include all labor, materials, equipment and/or services to be furnished by the Agency or others for the operation and maintenance of the Facility. The costs for the Services shall be a fixed amount, based on a comprehensive cost analysis considering necessary expenses and overhead, with an approximate five percent escalation per year as described in Section 3.B. Budget.

E. Section 3.B. shall be replaced with the following:

B. Budget: The Agency and CITY hereby agree on a five-year budget which has been calculated using a comprehensive cost analysis resulting from the operation and maintenance of the Facility. Year two through five each include approximately five percent increases to account for increases in labor, material, and equipment to perform the Services. The five-year budget and reimbursement schedule is identified in the Table No. 1 below. Payment shall be made annually on August 15th of each year for the Services rendered for the previous fiscal year.

Time Period	Budget	Payment Date
Year 1: July 2024 – June 2025	\$163,000	August 15, 2025
Year 2: July 2025 – June 2026	\$171,000	August 15, 2026
Year 3: July 2026 – June 2027	\$179,000	August 15, 2027
Year 4: July 2027 – June 2028	\$188,000	August 15, 2028
Year 5: July 2028 – June 2029	\$197,000	August 15, 2029

Table No. 1 – Budget and Reimbursement Schedule

At the Parties' discretion, the budget for future years can be reviewed and revised as necessary using a comprehensive cost analysis considering necessary expenses and overhead. Any such budget review shall take place between October and February with all necessary changes to the budget to take effect the following fiscal year. Agency and CITY shall collaborate in the review of the future year's budget, make adjustments to

the budget as necessary to keep the budget consistent with such comprehensive cost analysis, and conduct workshops and meetings as necessary to reach agreement.

F. Add Section 3.G. to read:

- G. Operations and Maintenance Transition Period: The Agency and the CITY agree to transfer all of the duties and responsibilities with respect to the Facility and as listed in Section 3.E.i through Section 3.E.xi, to the CITY. The transition period to transfer the duties and responsibilities of the Facility to the CITY shall be over the remaining term of this Agreement as stipulated in Section 4.

During the transition period, the Agency and the CITY agree, in good faith, to work closely towards a full transition by the end of the Agreement term. The Agency shall transfer all data, records, plans, historical knowledge, and any other necessary items to the CITY. The CITY shall provide the necessary labor, materials, equipment, software, training, services, and any other necessary items during the transition period and in an incremental manner consistent with the transition timing and needs to ultimately perform the full duties and responsibilities listed in Section 3.E.i through Section 3.E.xi.

The CITY is responsible for determining the necessary resources, and when the resources are needed, to fulfill the operation and maintenance duties with respect to the Facility. The Agency shall assist the CITY to facilitate a smooth transition with any necessary training or knowledge transfer.

G. Add Section 3.H. to read:

- H. Transfer of Responsibility Plan and Transition Procedures: Both Parties agree to collaborate in the development of a comprehensive Transfer of Responsibility Plan (“Transition Plan”) prior to the termination of this Agreement. A meeting to initiate the Transition Plan process shall be convened no later than twenty-four (24) months prior to this Agreement’s termination date. The Parties shall endeavor to finalize and mutually approve the Transition Plan no later than twelve (12) months before the termination of this Agreement.

The Transition Plan shall include, but not be limited to, the following components:

- i) Process Control Narratives: Detailed descriptions of all control processes to ensure continuity of operations.
- ii) Operator Rounds Standard Operating Procedures (“SOPs”) and Templates: Documentation of daily, weekly, and monthly operator rounds, including standardized procedures and templates.
- iii) Operation and Maintenance Records: Comprehensive records detailing the historical and current operations and maintenance activities, including equipment logs and incident reports.

- iv) Preventative Maintenance Plans: Detailed preventative maintenance schedules, including task descriptions, estimated task durations, required crafts or personnel, and any specialized tools or equipment necessary to perform the tasks.
- v) Supervisory Control and Data Acquisition (“SCADA”) Controls Training: Training materials and field training sessions covering the operation of SCADA systems, to be provided by Agency operators to CITY staff.
- vi) Vendor and Contractor Information: A list of vendors and contractors supporting the facility, including contract details, service agreements, and any ongoing contracts.

During the transition period, Agency shall allow CITY staff to shadow the current operators in order to acquire the necessary knowledge and skills related to the operation and maintenance of the facility. This shadowing period shall be conducted in a manner ensuring a smooth and seamless transition of responsibilities without disruption to the Facility’s operations.

The Parties agree to cooperate fully in the implementation of the Transition Plan, with the goal of ensuring the orderly and efficient transfer of all operational responsibilities upon termination of this Agreement.

I. Section 4 shall be replaced with the following:

- 4. TERM: This Agreement shall terminate on June 30, 2029, with a final payment to the Agency for rendered Services in year five due August 15, 2029. The CITY shall take complete control and responsibility of the Facility on the termination date unless prior termination occurs in accordance with Section 17 through written notice provided to a Party.

J. Section 5 shall be replaced with the following:

- 5. REIMBURSEMENT/COMPENSATION: CITY shall pay Agency’s properly executed annual invoice, approved by the CITY, within thirty (30) days following receipt of the invoice. Payment received after thirty (30) days may be subject to interest at the current Local Agency Investment Fund (LAIF) rate.

The Agency shall be reimbursed for the Services pursuant to Table No. 1 herein. Reimbursement for each year shall be a one-time annual payment due the following fiscal year on August 15th of each year of this Agreement for the Services rendered for the previous fiscal year.

The CITY and Agency may, at any time, make changes to this Agreement, including additions, reductions, and changes to any or all the Services. Such changes shall be made by a written amendment to this Agreement, signed by both Parties.

K. Section 11 shall be replaced with the following:

11. NOTICES: Any notice may be served upon either Party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully paid, and addressed to the Party at the address set forth below:

Agency: Warren Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

CITY: Hye Jin Lee
Director of Public Works
City of Chino
13220 Central Avenue
Chino, California 91710

Any notice, payment, or instrument required or permitted to be given hereunder shall be deemed received upon signed receipt personal delivery or seventy-two (72) hours after deposit in any United States Post Office, registered or certified, postage prepaid and addressed to the party for whom intended.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement No. 4600000401 effective as of the date set forth below:

For Inland Empire Utilities Agency Date

For City of Chino
Approved as to Form:

Approved as to Content:

Fred Galante, City Attorney Date _____
Hye Jin Lee, Director of Public Works Date

Attest:

Natalie Gonzaga, City Clerk Date _____
Linda Reich, City Manager Date

RESOLUTION NO. 2020-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, SETTING THE SANITARY SEWER UTILITY SERVICE RATES, FEES AND CHARGES.

WHEREAS, the City Council called and duly held a noticed protest proceeding for the purpose of presenting to the rate payers the proposition of adjusting rates, fees and charges sewer, and refuse and recycling services pursuant to Section 6 of Article XIII D of the California Constitution; and

WHEREAS, a mailed notice was distributed to rate payers of record within the City's latest rate payer database. The rate payers as of the close of the Public Hearing held on July 7, 2020 consented to the adjustment of rates, fees and charges for sanitary sewer services; and

WHEREAS, the canvass of the written protests cast at the noticed protest proceeding held on July 7, 2020 was approved and confirmed pursuant to Resolution No. 2020-043; and

WHEREAS, of the qualified rate payers filing written protests at said noticed protest proceeding, the proposition has carried; and

WHEREAS, Chino Municipal Code Section 13.16.040 establishes the Sanitary Sewer Collection Charges, which shall be adopted by resolution; and

WHEREAS, Chino Municipal Code Section 13.16.042 establishes the Sanitary Sewage Treatment Charges, which shall be adopted by resolution; and

WHEREAS, the City Council is desirous of adjusting the rates currently charged for sewer services, including solid waste and recycling, to provide for the full recovery of the cost of providing such services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HEREBY RESOLVES AS FOLLOWS:

Section 1. Sanitary Sewage Charge

The monthly use rate for the Sewer Lift Station in The Preserve is based on each equivalent dwelling unit (EDU) and shall be as follows to take effect on the dates identified below:

Charge	Single Family Charge per EDU	Multi-Family Charge per EDU
July 8, 2020	3.40	2.38
July 1, 2021	3.50	2.45
July 1, 2022	3.61	2.53

Section 2. Inland Empire Utilities Agency (IEUA) Sanitary Sewage Treatment Pass Through Charge

The monthly charge assessed by IEUA for the operation of a Regional Sewage System for the transmission, treatment, and disposal of sewage based on each equivalent dwelling unit (EDU) shall be as follows:

Charge	Single Family Charge per EDU	Multi-Family Charge per EDU
July 8, 2020	20.00	14.00
July 1, 2021	21.22	14.85
July 1, 2022	22.50	15.75

PASSED AND ADOPTED by the City Council of the City of Chino at a regular meeting held on the 7th day of July 2020.


EUNICE M. ULLOA, MAYOR

ATTEST:


ANGELA ROBLES, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF CHINO)

I, ANGELA ROBLES, City Clerk of the City of Chino, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Chino, held on the 7th day of July 2020, by the following roll call vote:

- AYES: COUNCILMEMBERS: ULLOA, HAUGHEY, HARGROVE, LUCIO, RODRIGUEZ
- NOES: COUNCILMEMBERS: NONE
- ABSENT: COUNCILMEMBERS: NONE


ANGELA ROBLES, CITY CLERK

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Award a Professional Services Agreement to Onward Engineering and Hunsaker and Associates for Design Services for the Philadelphia Street Water Line Replacement and Walnut Avenue Water Line Replacement Project (WA242).

RECOMMENDATION

1) Award a Professional Services Agreement to Onward Engineering for \$136,103 for Design Services for the Philadelphia Street Water Line Replacement Project (WA242); 2) award a Professional Services Agreement to Hunsaker and Associates Irvine, Inc. for \$149,830 for Design Services for the Walnut Avenue Water Line Replacement Project (WA242); 3) authorize expenditures up to \$50,000 for design contingencies; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are included in the Fiscal Year 2024-2025 Capital Improvement Program budget for the design services on Project WA242. The construction of this project will be budgeted in FY25-26. The FY24-25 project budget is summarized below:

Project WA242			
Fund	Adopted Budget	Expenditures	Available Budget
Fund 520 – Water Fund	\$1,162,000.00	\$0	\$1,162,000.00

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AWARD A PROFESSIONAL SERVICES AGREEMENT TO ONWARD ENGINEERING AND HUNSAKER AND ASSOCIATES FOR DESIGN SERVICES FOR THE PHILADELPHIA STREET WATER LINE REPLACEMENT AND WALNUT AVENUE WATER LINE REPLACEMENT PROJECT (WA242).

PAGE: 2

Revenue: Click or tap here to enter text.

Expenditure: 5207310 – 48004 – WA242

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AWARD A PROFESSIONAL SERVICES AGREEMENT TO ONWARD ENGINEERING AND HUNSAKER AND ASSOCIATES FOR DESIGN SERVICES FOR THE PHILADELPHIA STREET WATER LINE REPLACEMENT AND WALNUT AVENUE WATER LINE REPLACEMENT PROJECT (WA242).

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BACKGROUND

The City of Chino encompasses approximately 30 square miles, with a water service area of 29 square miles consisting of 343 miles of water distribution pipelines with 23,052 service connections. The City water service area serves a population of about 86,435 and primarily follows the City boundary. Staff developed a Capital Improvement Program that identifies, and phases recommended waterline replacement projects to ensure the City efficiently delivers safe and reliable drinking water to its customers. The selection and phasing of the projects considers the age of the pipe, material, and the number of recent historical leaks. Waterline replacement projects have been included in the FY 2024-25 budget, including the Philadelphia Street and Walnut Avenue Waterline Replacement Project (WA242). City staff has elected to separate the two waterline designs to expedite delivery and facilitate an earlier start to construction. This approach will streamline the project timeline and enhance overall efficiency.

Philadelphia Street water line replacement includes the replacement of a 12-inch steel and asbestos cement waterline upsizing to a 16-inch polyvinyl chloride (PVC) waterline on Philadelphia Street from Central Avenue to Oaks Avenue. (This is approximately $\frac{3}{4}$ mile of pipe replacement) (Exhibit A). The design includes tie-ins from the new Philadelphia Street waterline to Central Avenue, Town Square, Benson Avenue, Oaks Avenue, and seven (7) major connections from shopping centers within the project limits.

Walnut Avenue water line replacement includes the replacement of a 10-inch steel waterline (from Ramona Avenue to Monte Vista Avenue) a 12-inch steel waterline (from Monte Vista Avenue to Central Avenue) and a 12-inch transite/asbestos cement waterline (from Central Avenue to Tenth Street) to a 12-inch C-900 PVC waterline along Walnut Avenue (Exhibit B). (This is approximately 1.1 miles of pipe replacement) The design shall include tie-ins from the new Walnut Avenue waterline at all street intersections within the project limits.

Water operations will be improved by adding sufficient valving for proper shutdowns along both waterline replacements. There are multiple water service connections, hydrant laterals, and fire service laterals including valve assemblies that will also be replaced and pavement restoration.

ISSUES/ANALYSIS

On August 15, 2024, staff solicited an informal Request for Proposals (RFP) from the on-call consultant list (RFP# 2023-3003) to three (3) firms for Design Services for each waterline replacement. On August 29, 2024, the City received two (2) proposals for each location which were evaluated and ranked by the following criteria:

- Experience/qualifications
- Past performance/references
- Plan methodology/project approach
- Quality of responsiveness of proposal
- Cost evaluation

Staff selected the proposed consultant within the guidelines of the State of California Government Code and the City's Purchasing Ordinance. The final ranking of the firms is shown below.

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: AWARD A PROFESSIONAL SERVICES AGREEMENT TO ONWARD ENGINEERING AND HUNSAKER AND ASSOCIATES FOR DESIGN SERVICES FOR THE PHILADELPHIA STREET WATER LINE REPLACEMENT AND WALNUT AVENUE WATER LINE REPLACEMENT PROJECT (WA242).

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Philadelphia Street Water Line Replacement (WA242)

Rank	Consultant	Result
1.	Onward Engineering	Submitted
2.	PSOMAS	Submitted
N/A	Proactive Engineering Consultants, Inc.	Declined to propose

Walnut Avenue Water Line Replacement (WA242)

Rank	Consultant	Result
1.	Hunsaker and Associates Irvine, Inc.	Submitted
2.	IMEG Corporation	Submitted
N/A	HR Green Pacific, Inc.	Declined to propose

The breakdown of the total design for Project WA242 is shown in the Table below:

PROJECT TASK	AMOUNT
Design Services for Philadelphia Street Water Line Replacement	\$136,103.00
Design Services for Walnut Avenue Water Line Replacement	\$149,830.00
Design Contingency	\$50,000.00
DESIGN CONTRACT TOTAL	\$335,933.00

Staff recommends that the City Council award a Professional Services Agreement for \$136,103 to Onward Engineering, Inc., for Design Services for the Philadelphia Street Water Line Replacement (WA242) and award a Professional Services Agreement for \$149,830 to Hunsaker and Associates Irvine, Inc., for Design Services for the Walnut Avenue Water Line Replacement (WA242). Staff is also adding a design contingency for other components such as accessible curb ramps, pavement rehabilitation, or relocation of sewer utilities that may be required as the design team and City team work on putting the plans together. Any additional tasks that may be issued using the contingency will be performed in accordance with purchasing policies. This contingency will provide staff the opportunity to add to the design as necessary to have a complete streets project for the community. Contingency funds not used will be returned to the fund balance.

Attachments: Exhibit A – Philadelphia Street Location Map
Exhibit B – Walnut Avenue Location Map
Exhibit C – PSA Onward Engineering
Exhibit D – PSA Hunsaker

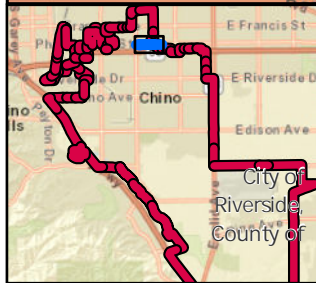
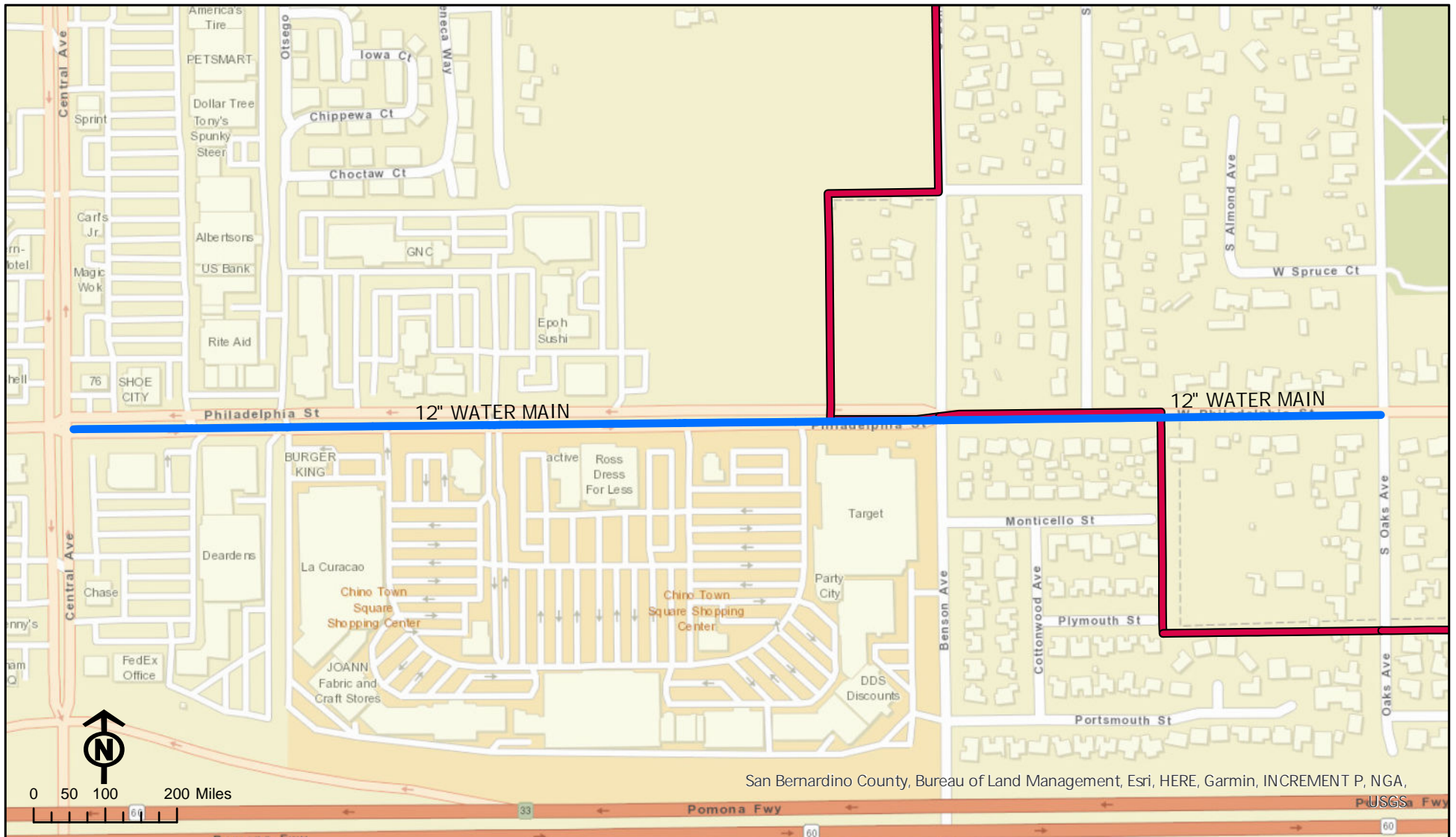
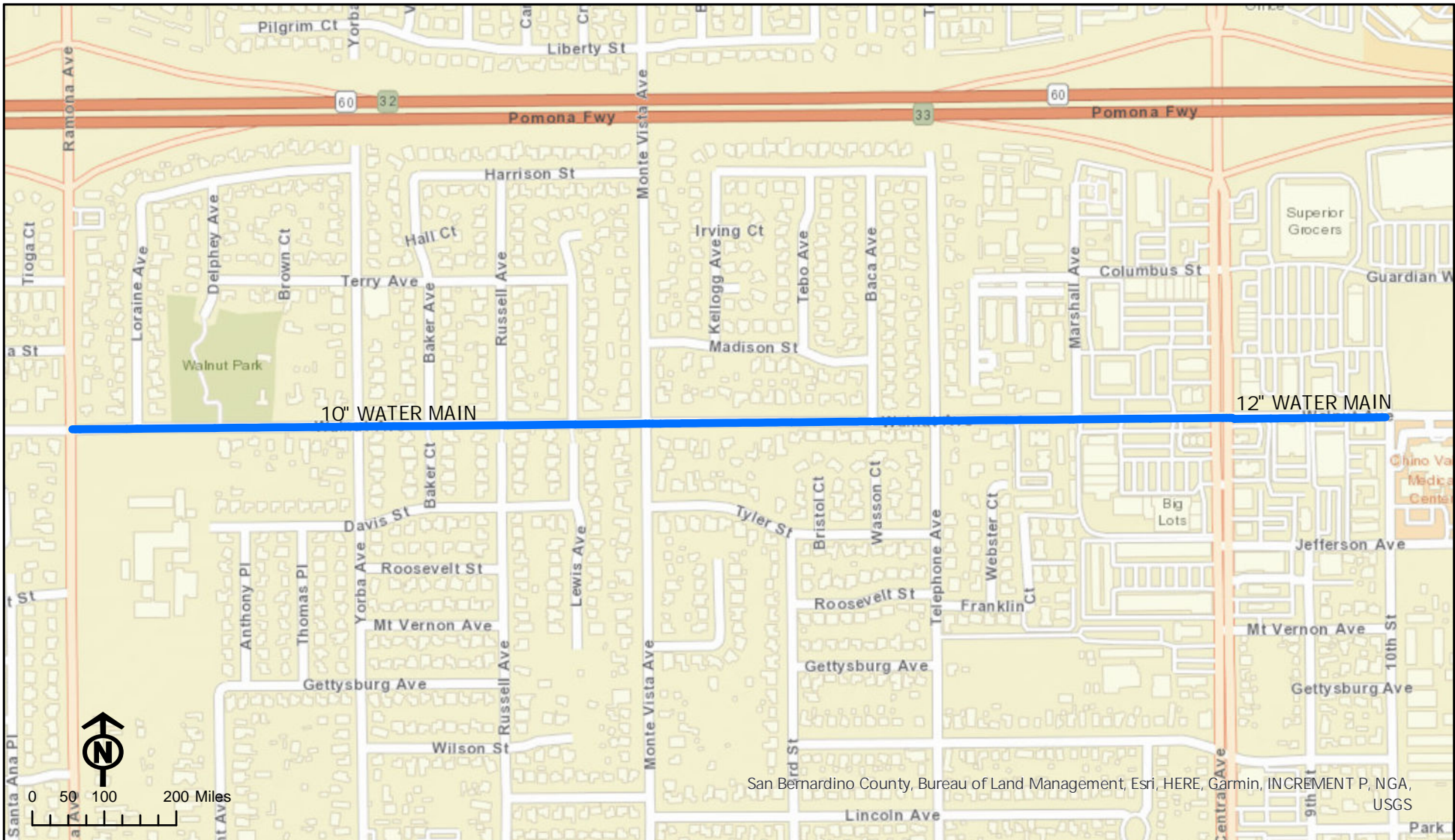


EXHIBIT A - WA242 VICINITY MAP

PHILADELPHIA STREET WATER LINE REPLACEMENT





San Bernardino County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

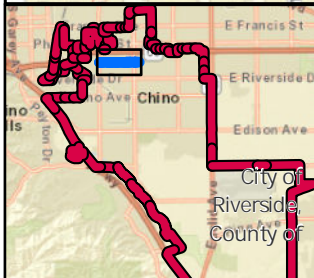
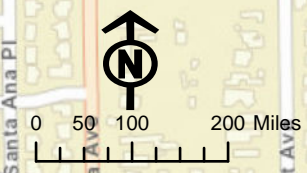


EXHIBIT B - WA 242 VICINITY MAP

WALNUT AVENUE WATER LINE REPLACEMENT



Project Name/No.: Philadelphia Water Line Replacement **Contract No.:** _____
Design Services (WA242)

Project Manager: PW. N. Avila

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
ONWARD ENGINEERING**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 19th day of November, 2024 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Onward Engineering**, (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Thirty-Six Thousand One Hundred Three Dollars and Zero Cents (\$136,103.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2025, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional Two (2) one-year (1) terms at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Natalie Avila, City of Chino Associate Engineer**, or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) 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 there under. City retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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. § 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 Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:

ONWARD ENGINEERING

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"

1. As-Built Research, Investigation and Review

Consultant shall meet with City staff to identify background information and existing plans to ensure incorporation of city staff suggestions, recommendations, directions and other requirements. Collection and review data including O&M information is anticipated to be performed by the Consultant.

Preparation of pothole exhibit based on investigation and utility coordination. Potholing will be required for waterline design. Assume 15 potholes, with a cost per each pothole including traffic control.

2. Utility Research and Notification

- Consultant shall research available utility records and identify all utilities within the PROJECT limits. The information obtained shall be summarized on the project base map with any "High Risk" utilities identified.
- Concurrent with preliminary design, utility information requests will be sent to each utility company requesting verification of location, size and depth of facilities within the project limits. Consultant shall prepare and the City will send notices at various stages during the design phase- 30% plans (1st notification), 60% plans (2nd notification), 90% plans (3rd notification). The Consultant shall maintain a record of utility notifications including contact numbers, dates of transmittals, response to relocate or perform maintenance activities, etc.
- City will provide available as-built records for City-owned facilities (water, sewer and storm drain.) During this phase, the consultant shall determine if water services or meters including enclosure boxes need to be replaced and will present this information at the 30% design review meeting.

3. Field Survey

The Consultant (or subconsultant) shall perform a topographic survey and design survey to determine and establish Right of Way. This includes location of surface features within the survey area including but not limited to fire hydrants, valve covers, water meters, sewer and storm drain manholes, all utility vaults and facilities, pull boxes, curb & gutter, driveways, sidewalk, power poles, guy wires, signs, parkway, streetlights, street trees larger in 4" diameter, etc. The basis of the vertical datum shall be the most recent City of Chino benchmark elevations as shown in the National Geodetic Vertical Datum of 1929 (NGVD29). Field survey shall establish disturbance of any monuments or centerline ties and provide copies of tie sheets for reference attachment to the specifications. All field topography shall be collected electronically for data processing.

4. Geotechnical Investigation

The Consultant (or subconsultant) shall prepare a report and perform a geotechnical investigation to determine excavation subsurface conditions and establish the relative compaction and suitable backfill requirements. Consultant should be available to provide inspection and testing laboratory services during construction and will obtain the applicable encroachment permits prior to beginning any field investigation. Refer to City's Standards and Specifications for expectation on the minimum pavement repair requirements.

5. Preliminary Engineering Design

Consultant shall prepare a plan (40-Scale) & profile waterline replacement plans for the Philadelphia Street project including title, general notes, and any detail sheets with submittals at the 30%, 60%, 90%, and 100% design phase. Consultant shall prepare design details for all utility relocations, if needed. Refer to City's plan check list for expectation on the preparation of plans (Attachment 3).

If Division of Drinking Water (DDW) Standard required separations cannot be achieved, Consultant shall prepare a Waterworks Standards Main Separation Alternative Form for submission to DDW for approval.

Modifications to the City's water lines will require revisions to be made on as-built drawings to supersede and note new mainline improvements per separate plans. Consultant shall coordinate with the City's project engineer to establish the appropriate deltas by inserting a copy in TIF format of the as-built into AutoCAD and creating the necessary revision clouds and notes.

6. Engineer's Quantity and Cost Estimate

Consultant shall prepare Engineer's Quantity and Cost Estimate on City form and Bidding Schedule for the project with quantities and bid items to be included with the City Specifications based on Standard Specifications for Public Works Construction, "Green Book", latest edition. Consultant will prepare the "boilerplate" sections including General Provisions, Special Provisions, Technical specifications and Bid Proposal documents including any specialty work items necessary. Estimate scope of work shall also include permitting and associated work for OSHA shoring requirements if necessary. Engineer's Quantities and Cost Estimates shall be prepared on the City's Engineering Cost Estimate form and submitted at 30%, 60%, 90% and 100% completion.

7. Plan Interpretation and Bidding Assistance

Consultant shall provide construction plan interpretation and consultation during the bidding phase of the project. Consultant shall assist the City in preparing bid addenda as required to provide clarification to drawings and provide responses to Requests for Information (RFI) during the bidding phase within two (2) working days upon receipt of RFI.

8. Construction Support & Submittal Review

Consultant shall review all material submittals anticipated to be incorporated into construction, provide responses to RFIs during construction, and submit “As-Built” record drawings following completion of construction incorporating data from inspectors, staff, and/or contractor’s field changes made during construction. Consultant shall also review Change Order requests from Contractor. “As-Built” improvement plans shall be submitted in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

9. Meetings

Five (5) formal meetings (field, office or teleconference as directed by the City) shall be anticipated throughout the duration of the project during design and another three (3) meetings during construction.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

TASKS	QA/QC MANAGER	PROJECT MANAGER	PROJECT ENGINEER	2-PERSON SURVEY CREW	OE TOTAL HOURS	SUB- CONSULTANT	OE TOTAL COST
	\$200 hourly	\$175 hourly	\$140 hourly	\$315 hourly			
RILADELPHIA WATERLINE IMPROVEMENTS							
1 As-Built Research, Investigation and Review	2	6	16		24		\$3,690.00
2 Utility Research and Notification	2	8	24		34		\$5,160.00
3 Field Survey		4	5	45	54		\$15,575.00
4 Geotechnical Engineering (8 Boreholes)		4			4	\$22,951.00	\$23,651.00
5 Preliminary Engineering - Base Maps, 30%, 60%, 90%, & 100% Plans	30	48	242		320		\$48,280.00
6 Engineer’s Quantity and Cost Estimate	2	2	20		24		\$3,550.00
7 Plan Interpretation and Bidding Assistance		12	8		20		\$3,220.00
8 Construction Support & Submittal Review		24			24		\$4,200.00
9 Meetings	6	13	5		24		\$4,175.00
10 Potholing (15 Potholes)		8			8	\$23,202.00	\$1,400.00
TOTAL HOURS & COSTS	42	129	320	45	536	\$46,153.00	\$136,103.00

EXHIBIT “D”

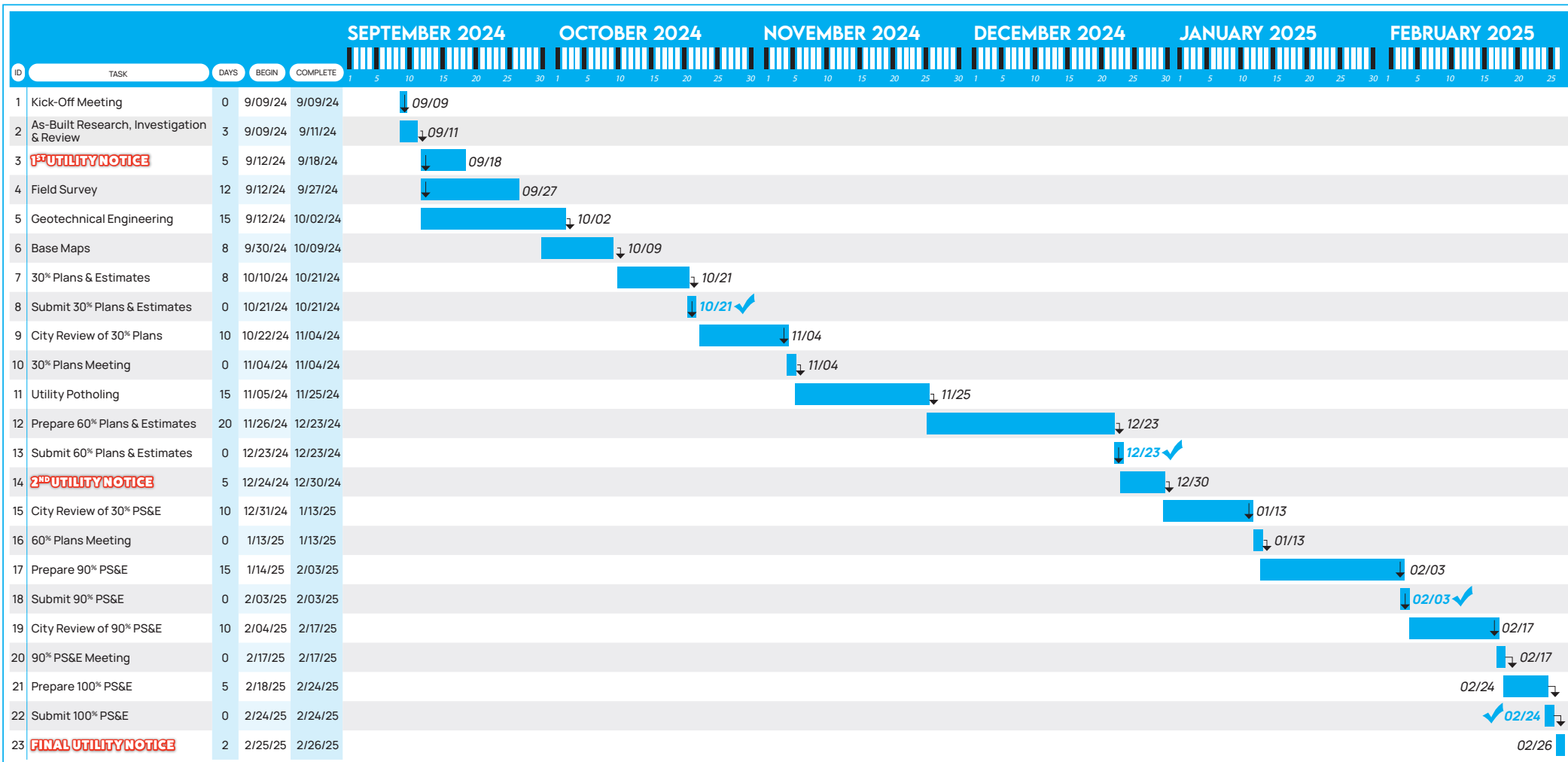
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "D-1"

SCHEDULE



Project Name/No.: Walnut Ave. Water Line Replacement **Contract No.:** _____
Design Services (WA242)

Project Manager: PW/ N. Avila

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
HUNSAKER AND ASSOCIATES IRVINE, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 19th day of November, 2024 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Hunsaker and Associates Irvine, Inc.**, (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Forty-Nine Thousand Eight Hundred Thirty Dollars and Zero Cents (\$149,830.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2025, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional Two (2) one-year (1) terms at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Natalie Avila, City of Chino Associate Engineer,** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) 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 there under. City retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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. § 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 Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:

HUNSAKER AND ASSOCIATES IRVINE, INC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"

1. As-Built Research, Investigation and Review

Consultant shall meet with City staff to identify background information and existing plans to ensure incorporation of city staff suggestions, recommendations, directions and other requirements. Collection and review data including O&M information is anticipated to be performed by the Consultant.

Preparation of pothole exhibit based on investigation and utility coordination. Potholing will be required for waterline design. Assume 15 potholes, with a cost per each pothole including traffic control.

2. Utility Research and Notification

Consultant shall research available utility records and identify all utilities within the PROJECT limits. The information obtained shall be summarized on the PROJECT base map with any "High Risk" utilities identified.

Concurrent with preliminary design, utility information requests will be sent to each utility company requesting verification of location, size and depth of facilities within the PROJECT limits. Consultant shall prepare and the City will send notices at various stages during the design phase- 30% plans (1st notification), 60% plans (2nd notification), 90% plans (3rd notification). The Consultant shall maintain a record of utility notifications including contact numbers, dates of transmittals, response to relocate or perform maintenance activities, etc.

City will provide available as-built records for City-owned facilities (water, sewer and storm drain.) During this phase, the consultant shall determine if water services or meters including enclosure boxes need to be replaced and will present this information at the 30% design review meeting.

3. Field Survey

The Consultant (or subconsultant) shall perform a topographic survey and design survey to determine and establish Right of Way. This includes location of surface features within the survey area including but not limited to fire hydrants, valve covers, water meters, sewer and storm drain manholes, all utility vaults and facilities, pull boxes, curb & gutter, driveways, sidewalk, power poles, guy wires, signs, parkway, streetlights, street trees larger in 4" diameter, etc. The basis of the vertical datum shall be the most recent City of Chino benchmark elevations as shown in the National Geodetic Vertical Datum of 1929 (NGVD29). Field survey shall establish disturbance of any monuments or centerline ties and provide copies of tie sheets for reference attachment to the specifications. All field topography shall be collected electronically for data processing.

4. Geotechnical Investigation

The Consultant (or subconsultant) shall prepare a report and perform a geotechnical investigation to determine excavation subsurface conditions and establish the relative compaction and suitable backfill requirements. Consultant should be available to provide inspection and testing laboratory services during construction and will obtain the applicable encroachment permits prior to beginning any field investigation. Refer to City's Standards and Specifications for expectation on the minimum pavement repair requirements.

5. Hydraulic Modeling

City has a hydraulic model of the water system created in the InnoVize InfoWater Pro software. Consultant will assist the City to update the model to prepare a scenario of the water system upsize to 12-in. vs. 16-in. in Walnut Avenue. Consultant shall recommend effect of design decisions to operations, energy use, vulnerability, and water quality. Mitigation measures for potential damages due to high or low-pressure waves caused by scope of this PROJECT shall also be considered.

6. Preliminary Engineering Design

Consultant shall prepare separate plan (40-Scale) & profile waterline replacement plans for the Walnut Avenue project including title, general notes, and any detail sheets with submittals at the 30%, 60%, 90%, and 100% design phase. Consultant shall prepare design details for all utility relocations, if needed. Refer to City's plan check list for expectation on the preparation of plans (Attachment 3).

If Division of Drinking Water (DDW) Standard required separations cannot be achieved, Consultant shall prepare a Waterworks Standards Main Separation Alternative Form for submission to DDW for approval. Modifications to the City's water lines will require revisions to be made on as-built drawings to supersede and note new mainline improvements per separate plans. Consultant shall coordinate with the City's project engineer to establish the appropriate deltas by inserting a copy in TIF format of the as-built into AutoCAD and creating the necessary revision clouds and notes.

7. Engineer's Quantity and Cost Estimate

Consultant shall prepare Engineer's Quantity and Cost Estimate on City form and Bidding Schedule for the project with quantities and bid items to be included with the City Specifications based on Standard Specifications for Public Works Construction, "Green Book", latest edition. Consultant will prepare the "boilerplate" sections including Special Provisions, Technical specifications and Bid Proposal documents including any specialty work items necessary. Estimate scope of work shall also include permitting and associated work for OSHA shoring requirements if necessary. Engineer's Quantities and Cost Estimates shall be prepared on the City's Engineering Cost Estimate form and submitted at 30%, 60%, 90% and 100% completion.

8. Plan Interpretation and Bidding Assistance

Consultant shall provide construction plan interpretation and consultation during the bidding phase of the project. Consultant shall assist the City in preparing bid addenda as required to provide clarification to drawings and provide responses to Requests for Information (RFI) during the bidding phase within two (2) working days upon receipt of RFI.

9. Construction Support & Submittal Review

Consultant shall review all material submittals anticipated to be incorporated into construction, provide responses to RFIs during construction, and submit "As-Built" record drawings following completion of construction incorporating data from inspectors, staff, and/or contractor's field changes made during construction. Consultant shall also review Change Order requests from Contractor. "As-Built" improvement plans shall be submitted in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

10. Meetings

Five (5) formal meetings (field, office or teleconference as directed by the City) shall be anticipated throughout the duration of the PROJECT during design and another three (3) meetings during construction.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"


 CHINO Walnut Street Waterline COST BREAKDOWN SPREADSHEET	LEAD FIRM	Labor Hours by Classification								Hunsaker & Associates			SUBCONSULTANTS		TOTAL TASK COST		
		Principal	Project Manager	Engineer	CAD Tech.	Survey Office Staff	Field Survey			MAN-HOURS	LABOR COST	EXPENSES	Geotechnical GEO-ADVANTEC	Potholing BOUDREAU			
		\$240	\$220	\$200	\$200	\$200	1 person	2 person	3 person							\$270	\$350
Task 1 - As-Built Research and Review	H&A and Boudreau		1	8	8							17	\$3,420	\$2,000	\$0	\$20,175	\$25,595
Short memo of design criteria based on City documents plus potholing																	
Task 2 - Utility Research and Notification	H&A		1	14	14							29	\$5,820	\$0	\$0	\$0	\$5,820
7 identified utility owners with 3 notifications each and compiling data into base map																	
Task 3 - Field Survey	H&A		1	2	4	32				48		87	\$24,620	\$6,000	\$0	\$0	\$30,620
Aerial topo base map, detailed survey of utility features and pothole locations																	
Task 4 - Geotechnical Investigation	H&A and Geo-Adavantec		1	4	0							5	\$1,020	\$2,000	\$19,855	\$0	\$22,875
4 borings 20 feet deep, field and lab testing and report (no haz. waste investigation)																	
Task 5 - Hydraulic Modeling	H&A		0	24	2							26	\$5,200	\$0	\$0	\$0	\$5,200
Model single new configuration and compare to existing with short memo of findings																	
Task 6 - Preliminary Engineering Design	H&A		12	48	96							156	\$31,440	\$0	\$0	\$0	\$31,440
1 title sheet, 3 plan and profile drawings, 1 detail sheet and 1 traffic control plan																	
Task7 - Engineer's Quantity and Cost Estimate	H&A		4	24	16							44	\$8,880	\$0	\$0	\$0	\$8,880
Based on 30-60-90-100 submittals, 4 cost estimates & 3 spec packages (no shoring)																	
Task 8 - Bidding Support	H&A		2	6	0							8	\$1,640	\$0	\$0	\$0	\$1,640
Budget based on 6 RFI's from bidders and no addendums																	
Task 9 - Construction Support	H&A		4	12	18							34	\$6,880	\$0	\$0	\$0	\$6,880
Budget based on 6 submittals, 6 RFI's, 6 as-built drawings and no change orders																	
Task 10 - Meetings	H&A		24	24	4							52	\$10,880	\$0	\$0	\$0	\$10,880
8 teleconference mtgs 1 hour each plus preparation and follow-up																	
PROPOSAL TOTALS		0	50	166	162	32	0	48	0		458	\$99,800	\$10,000	\$19,855	\$20,175	\$149,830	

EXHIBIT “D”


SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

 CHINO Walnut Street Waterline INITIAL PROJECT SCHEDULE	LEAD FIRM	2024												2025																									
		SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER				JANUARY				FEBRUARY				MARCH				APRIL									
		9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/23	11/30	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25				
Task 1 - As-Built Research and Review	H&A and Boudreau																																						
Task 2 - Utility Research and Notification	H&A																																						
Task 3 - Field Survey	H&A																																						
Task 4 - Geotechnical Investigation	Geo-Adavantec																																						
Task 5 - Hydraulic Modeling	H&A																																						
Task 6 - Preliminary Engineering Design	H&A																																						
Task 7 - Engineer's Quantity and Cost Estimate	H&A																																						
City Review - 30%	CHINO																																						
City Review - 60%	CHINO																																						
City Review - 90%	CHINO																																						
City Approval - 100%	CHINO																																						
Task 8 - Bidding Support	H&A																																						
Task 9 - Construction Support	H&A																																						
Task 10 - Meetings	H&A																																						

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No. 2024-003 (ZOA PL23-0133).

RECOMMENDATION

1) Approve Resolution No. 2024-004 adopting an amendment to the City of Chino 2021-2029 Housing Element, including any additional non-substantive revisions required by the California Department of Housing and Community Development (HCD); 2) approve the introduction of Ordinance No. 2024-003, to be read by number and title only, and waive further reading of the Ordinance; and 3) authorize the City Manager to file all documents with HCD on behalf of the City.

FISCAL IMPACT

There is no financial impact by approving the 2021-2029 Housing Element Update and amending the Zoning Code related to implementation of the Housing Element.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The 2021-2029 Housing Element (Housing Element) was originally adopted by the City Council on January 4, 2022, and a revised version was adopted on January 17, 2023. As part of the Housing Element implementation, the City Council also adopted an ordinance (Ordinance No. 2023-008) in April 2023, which added Section 20.09.090 (Overlay Districts for Affordable Housing) to the Zoning Code to implement Programs 3B (AHO-Affordable Housing Overlay) and 3C (MUO - Mixed Use Overlay) identified in the Housing Element. The adoption of this ordinance was required for HCD to certify the City's updated Housing Element.

Following adoption, the updated Housing Element and proposed Zoning Code amendments were sent to HCD for review. After completing its review, HCD advised that additional revisions to the Housing Element and to the Zoning Code related to Programs 3B and 3C, and adding the implementation of Program 3F (Candidate Sites Used in Previous Housing Elements) were needed for HCD to be able to certify the City's Housing Element. Staff also made changes to Sections 20.04.030 (Use Regulations) and 20.21.340 (Senior Housing Projects) of the Zoning Code to completely address HCD's additional comments. The proposed changes are summarized below in the Issues/Analysis section of the staff report. HCD also advised the City that following the adoption by the City Council of the proposed revisions to the Housing Element and Zoning Code to address their additional comments, HCD will be able to finally formally certify the Housing Element as it will comply with all State requirements.

On December 20, 2023, the Planning Commission held a public hearing on the pending revisions to the Housing Element and Zoning Code. One concern raised by the Planning Commission was the requirement that mixed use projects allow for 100% of the site to be developed with residential units and not be required to provide for a retail component. The Commission was informed that any additional amendments to the Housing Element, including removing or adding overlay sites, would likely further delay certification of the Housing Element. The Planning Commission ultimately recommended the City Council adopt the revisions to the Housing Element and Zoning Code with no recommended changes by a vote of 6-0 (1 absent).

On February 6, 2024, the City Council held a public hearing to consider adoption of the revised Housing Element and the related Zoning Code amendments. The City Council voiced several concerns during the hearing related to the proposed Zoning Code amendments. The primary concern, similar to the Planning Commission, was a proposed change that would allow sites within the MUO to be developed 100% with residential units, which could reduce the amount of existing or future commercial space in the City. Other questions brought up by the City Council included the impacts of not adopting the Housing Element and/or Zoning Code amendments and possibly removing some of the MUO sites to help protect commercial properties. As a result of their concerns, the Council requested the Housing Element and related Zoning Code amendments be brought to a February 13, 2024 City Council study session to discuss the issues, and that the public hearing of the Regular City Council meeting be continued to February 20, 2024. At the continuation of the public hearing on February 20, 2024, the City Council directed staff to have the General Plan Ad Hoc Committee meet with HCD representatives to discuss options related to required changes to the City's MUO and AHO ordinance based on the City Council's concerns.

On April 28, 2024, the Housing Element Ad Hoc Committee met with Paul McDougall, Housing Policy Manager for HCD, to discuss the City's concerns and to seek alternatives to the Zoning Code amendments. Some of the potential options initially identified by Mr. McDougall included finding additional non-commercial sites to add to the AHO districts; increasing the density and

adding capacity at other existing AHO sites; and the removal of some commercial sites from the MUO, thereby reducing the number of total overlay sites. Mr. McDougall indicated that he would further evaluate the options he provided and respond back to the City once he had a chance to review the language in both Measure M (adopted in 1988) and Measure Y (adopted in 2022), which created the overlay districts to implement the new Housing Element.

The Housing Element Ad Hoc Committee met with Mr. McDougall again on July 15, 2024, to discuss his findings. At that meeting, Mr. McDougall confirmed that, after reviewing Measure M and Measure Y, the existing ordinance (Ordinance No. 2024-003) would need to be amended to include all the changes he originally requested and were last presented to the City Council in February. His recommendation is mostly due to the inability of the City to include alternative overlay sites to replace some of the MUO sites if removed by the City Council, or to increase the capacity at existing AHO sites, since doing so would require the passage of another ballot measure to amend the provisions approved under Measure Y, and to satisfy the requirements of Measure M. Mr. McDougall added that removing any current MUO district sites without replacing them in other areas of the City to accommodate the required RHNA number puts the City at risk of not having a large enough buffer capacity as recommended by HCD.

Another Housing Element study session was conducted on October 8, 2024, to go over all the information gathered by staff regarding the City Council's concerns. Following the discussion at the meeting, the City Council directed staff to bring back the Housing Element amendments and Zoning Ordinance amendment as previously proposed on February 6 and 20, 2024, based on all the previous discussions and HCD's feedback. The Council also directed staff to begin working with affordable housing developers to see if it is possible to develop affordable housing projects in the City that are 100% affordable, or that include a greater percentage of affordable units than identified in the MUO and AHO. It was also recommended by Staff, the Housing Element consultant, and HCD that the revised Housing Element and related Zoning Code amendments be adopted now so the Housing Element can be certified by HCD to be in compliance with State law. Following certification, the Housing Element can be amended if directed by City Council to address any remaining concerns, subject to another potential ballot measure to amend provisions under Measure Y and approval of HCD.

ISSUES/ANALYSIS

2021-2029 Housing Element Revisions (Resolution No. 2024-004)

The proposed revisions have been implemented in the revised Housing Element in direct response to the comments received by HCD on the Housing Element that was adopted in January 2023. A summary of the revisions is as follows:

- Assessment of Fair Housing, including analyzing disparities in access to opportunity and local knowledge and data on past zoning actions and City investment within the community.
- Clear goals, priorities, metrics, and milestones to address identified contributing factors to fair housing issues.
- Analysis of non-vacant sites resulting in further information on market trends. No change in candidate housing sites was made as a result of this analysis.
- Reduction in assumption of Accessory Dwelling Units developed throughout the planning period.

- Zoning for a variety of housing types consistent with the requirements of State law.
- Evaluate processing and permit procedures, including typical timeframes for review.
- Successful approval of the Measure Y vote, which implemented the overlay districts for affordable housing.
- Additional outreach, including a required seven-day public review period prior to resubmittal of the Housing Element to HCD.

Zoning Code Revisions (Ordinance No. 2024-003)

The proposed revisions to the Zoning Code are in response to the meetings with HCD, and its review of proposed options as noted above. HCD's determination is that the revisions below are required to comply with State law (Government Code Section 65583.2). A summary of the revisions is as follows:

- The Housing Element includes a Sites Inventory, which, among other things, lists sites that could accommodate lower-income housing developments. Some of these sites were also included in the Sites Inventory of previous Housing Elements but were never developed with housing. If a developer proposes a housing project on one of those sites that makes at least 20% of its units affordable to lower-income households, then the City is required by State law to review that proposed project ministerially, without requiring any discretionary permits or California Environmental Quality Act (CEQA) review. There are different requirements, as defined within the Housing Element, depending on whether the site is vacant or nonvacant and how many previous elements the site has been included in. The proposed revisions to CMC Section 20.04.030 would implement this requirement.
- State law requires that sites with mixed use projects built in the MUO must reserve at least 50% of their floor area for residential use. The City is also required to allow projects to be 100% residential in the MUO, if proposed. The revisions to CMC 20.09.090 would implement these requirements.
- Similar to the first bullet point, State law requires that if a developer proposes a housing project in the AHO or the MUO that makes at least 20% of its units affordable to lower-income households, then the City is required to review that proposed project ministerially, without requiring any discretionary permits or CEQA review. The proposed revisions to CMC Section 20.09.090 would implement this requirement.
- State law requires that the development standards in the AHO and MUO zones must allow at least 16 units per site. The proposed revisions provide that the City will not enforce applicable development standards to the extent that they would physically preclude the development of at least 16 units on a site in the AHO or MUO.
- Senior Housing is permitted to be developed in both the AHO and the MUO, pursuant to the standards set forth in Section 20.09.090. State law requires that all residential projects, including senior housing, on sites in the AHO or the MUO be permitted to develop at a minimum density of 20 units per acre. The proposed revisions to CMC 20.09.090 and 20.21.340 clarify the density requirements for senior housing projects in the AHO or the MUO. Senior Housing is also permitted to be developed in other residential zoning districts as well as various commercial zoning districts. Projects developed outside the AHO or MUO are subject to the development standards of the

RD20 zoning district, which has a maximum density of 20 units per acre.

Environmental Review

On April 18, 2023, the City adopted an Addendum to the 6th Cycle Housing Element Update (2021-2029) Project Negative Declaration (ND) pursuant to Section 15164 of the CEQA Guidelines for the adoption of the Section 20.09.090 of the Chino Municipal Code. The Addendum determined that the project was within the scope of the ND, which adequately described the activity for the purposes of CEQA, and included findings supported by substantial evidence that there was no potential for a significant effect on the environment attributable to the adoption of the Section 20.09.090. The revisions in this ordinance fall within the project described in the Addendum and the ND and therefore no further CEQA review is required.

PUBLIC NOTICE

A 1/8th page 10-day notice was published in the *Chino Champion* on October 26, 2024. In addition, the City sent information out on its social media platforms. The notices exceed legal noticing requirements. To date, two email comments were received, provided to the City Council, and saved to the November 5, 2024 City Council meeting record. If any additional comments are received after the posting of the staff report, they will be addressed at the City Council continued public hearing on November 19, 2024.

Attachments:

1. Resolution No. 2024-004
2. 2021-2029 Housing Element (strike out and underline version) (use link below)
3. Ordinance No. 2024-003 amending Sections 20.04.030 (Use regulations), 20.09.090 (Overlay districts for affordable housing), and 20.21.340 (Senior housing projects)

<https://www.cityofchino.org/591/Environmental-Documents>

ORDINANCE NO. 2024-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.21.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICTS FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS.

The City Council of the City of Chino, California, does hereby ordain as follows:

Section 1. A new subsection (D) is hereby added to Section 20.04.030 (Use regulations) of the Chino Municipal Code and shall read as follows (additions in red):

D. *Uses by right.*

1. Notwithstanding the other provisions of this Section 20.04.030, and in accordance with Government Code Section 65583.2(c), as may be amended, a housing development project in which at least 20 percent of the units are affordable to lower-income households shall be a use by right on the following sites:
 - a. *Nonvacant Sites.* A nonvacant site that meets the following requirements:
 - i. The site is designated in the Sites Inventory of the 2021-2029 Housing Element Update as accommodating a portion of the regional housing need for lower-income households;
 - ii. The site was included in the Sites Inventory in a Housing Element for a prior Housing Element planning period; and
 - iii. The site was not approved to develop a portion of the City's housing need during the previous planning period when the site was in the Sites Inventory.
 - b. *Vacant Site.* A vacant site that meets the following requirements:
 - i. The site is designated in the Sites Inventory of the 2021-2029 Housing Element Update as accommodating a portion of the regional housing need for lower-income households;
 - ii. The site was included in the Sites Inventory in a Housing Element for two or more consecutive prior Housing Element planning periods; and
 - iii. The site was not approved to develop a portion of the City's housing need during the previous planning periods when the site was in the Sites Inventory.
2. The projects described in subsection (1) shall not be required to obtain any discretionary permit, but shall be subject to the review procedures in Section 20.09.090(K), except that neither the design review nor the site approval shall be considered a "project" for purposes of the California Environmental Quality Act.
3. For purposes of this subsection (d), the following terms have the following meanings:

- a. “Affordable to lower-income households” means that:
 - i. The units shall only be rented or sold to lower-income households, as defined in Health and Safety Code Section 50079.5;
 - ii. Regardless of whether the applicant is seeking a density bonus, the applicant shall comply with the requirements in Government Code Section 65915(c)(1) for rental units and with the requirements in Government Code Section 65915(c)(2) for for-sale units.
- b. “Housing development project” shall have the meaning given in Government Code Section 65589.5(h)(2).
- c. “Sites Inventory” means the inventory of sites in the City suitable for residential development that is included in the City’s Housing Element, as further described in Government Code Section 65583.2. The Sites Inventory in the City’s 2021-2029 Housing Element Update is in Tables B-6 and B-7 of the Housing Element.
- d. “Use by right” means that the project shall not require a conditional use permit, planned unit development permit, or other discretionary review or approval that would constitute a “project” for purposes of the California Environmental Quality Act. However, any subdivision of the site shall be subject to all laws, including, but not limited to, the Subdivision Map Act and Title 16 of this code. Projects that are a use by right shall be subject to design review, but such design review shall not constitute a “project” for purposes of the California Environmental Quality Act.

Section 2. Section 20.09.090 (Overlay districts for affordable housing) of the Chino Municipal Code is hereby revised to read as follows (additions in red; deletions in ~~bold strikethrough~~):

20.09.090 - Overlay districts for affordable housing.

- A. *Purpose and intent.* The purpose of the overlay districts for affordable housing - the affordable housing overlay (AHO) district and the mixed use overlay (MUO) district - is to promote the development of affordable housing for low and very low-income households in specific areas identified in the general plan at densities of up to thirty dwelling units per acre if affordability requirements established in this section are met. More specifically, the AHO and MUO allow residential uses where they would not otherwise be allowed and provide for additional density in return for projects providing more affordable housing. The AHO is intended for standalone affordable housing projects, while the MUO provides for mixed use development with affordable housing either on upper floors or in separate buildings. This section also provides the residential development community two alternatives for construction of affordable housing within market-rate development and offers a streamlined process for administrative review of qualifying projects with affordable housing using checklists and objective standards as required by state law.
- B. *Relation to base zoning.* The AHO and MUO district regulations shall apply in the case of a conflict with the base zoning district regulations when a housing project is proposed. However, when an applicant proposes only non-residential uses, then only the base zoning

district land use regulations and development standards apply. The AHO and MUO regulations and development standards only apply to proposed housing projects.

- C. *Permitted uses.* Table 20.09-4 identifies residential land uses permitted in the AHO and MUO districts in addition to the uses that are permitted within the existing base zoning district.

TABLE 20.09-4: ADDITIONAL LAND USES PERMITTED IN AHO AND MUO DISTRICTS

Uses	District	Additional Regulations
	AHO and MUO	
Residential Uses		
Accessory Dwelling Units	P	Section 20.11.020
Multiple-Family Dwellings	P	
Senior Housing Projects	P	Section 20.21.340 with additional density allowed for affordable housing under criteria established in this section
Warehousing and Storage		
Public Storage	C - MUO only	Sections 20.21.210 and 20.09.090(E)(4)

- D. *Required density and increased density for affordable housing.*

1. *Minimum and maximum density.*

- a. Rental projects. The maximum density for residential development with rental units in the AHO and MUO districts shall be twenty-six units per adjusted gross acre unless a project qualifies for additional density by providing more affordable housing pursuant to subsection (2) below or qualifies for additional density under state law under subsection (3) below, or both. ~~The minimum density shall be twenty-six units per adjusted gross acre.~~
- b. For sale projects. The maximum density for residential development with for-sale units in the AHO and MUO districts shall be thirty units per adjusted gross acre provided that at least three percent of the units are available for purchase by moderate income households at an affordable purchase price. ~~The minimum density shall be twenty-six units per adjusted gross acre.~~
- c. **Minimum density. The minimum residential density in the AHO and MUO districts shall be twenty-six units per adjusted gross acre.**

2. *Additional density for affordable rental housing.* An increase in the maximum density is allowed, as shown in Table 20.09-5, for qualifying residential development with rental units if the percentage of low-income units meets or exceeds the percentages shown, provided that the maximum density shall not exceed thirty units per adjusted gross acre.

TABLE 20.09-5: ADDITIONAL DENSITY FOR QUALIFYING AFFORDABLE RENTAL HOUSING PROJECTS IN AHO AND MUO DISTRICTS

Maximum Allowable Density (Units per Adjusted Gross Acre)					
	26	27	28	29	30
Percent Affordable Units Required in Rental Projects:					
Low Income Units	9	10	11	12	13

3. *Additional density under state law.* Applicants also may be eligible for a density bonus, incentives, and/or concessions under the state density bonus law, the Affordable Housing and High Road Jobs Act of 2022, and other applicable state laws.
- E. *Additional land use regulations for MUO district.*
1. *Types of mixed use allowed.* Both horizontal and vertical mixed use development shall be allowed in the MUO district.
 - a. Horizontal mixed use development allows a range of uses adjacent to one another, either in separate buildings or parcels. Individual buildings may share project components, such as parking, serving, loading, and utility areas.
 - b. Vertical mixed use allows for a mix of uses within a single building where non-residential uses occupy the ground floor and residential uses are on the upper levels. A vertical mixed use project may have surface parking, subterranean parking decks, and/or at grade and above grade parking decks.
 2. *Minimum amount of ~~retail and service uses~~ residential use required in a mixed-use project.* In a mixed use project, at least ~~ten~~ **fifty** percent of the gross floor area shall be reserved for **residential use**. ~~and occupied by retail shops, eating and drinking establishments, retail banks, financial and business services, or businesses offering personal services. If the project is within or adjacent to a shopping center or regional retail complex, this requirement for on-site retail uses shall be reduced to five percent.~~
 3. *One hundred percent residential use allowed.* Projects developed in an MUO district may be one hundred percent residential. No minimum percentage of non-residential uses is required.
 34. *Active and pedestrian-oriented frontages required.* Along the primary building frontage, active ground floor uses are required in mixed use buildings with residential uses above commercial uses for at least sixty percent of street-facing spacing. These may include retail shops, eating and drinking establishments, retail banks, financial and business services, personal services, and offices for walk-in clientele, such as employment agencies, insurance offices, real estate offices, travel agencies, and offices for elected officials. For residential only buildings along a primary building frontage, an active frontage with a pedestrian orientation can include windows and glass doors, stoops and steps, covered entries, and windows providing views into active space within the building, such as lobbies and gyms. The director of development services also may allow these active and pedestrian-oriented frontages to be provided along private streets, interior walkways, and around plazas and courtyards

within the interior of a mixed use project rather than on exterior frontages facing arterial streets.

- 45. Public storage facilities.** In addition to the requirements of Section 20.21.210, public storage shall comply with the following standards:
- a. **Minimum site size.** Public storage facilities are only allowed within mixed use development on sites with of five acres or more.
 - b. **Setbacks.** Public storage facilities shall be setback a minimum of fifty feet from front and street side property lines.
 - c. **Maximum building height.** If freestanding, the maximum building height for a public storage facility shall not exceed the building height of an adjacent residential only or mixed us building.
 - d. **Maximum floor area.** The maximum floor area for public storage facilities on a site shall not exceed twenty-five percent of the gross floor area for all residential and non-residential uses.
 - e. **Exterior building materials.** The exterior building materials, colors, and finishes of the public storage facility shall be the same as those used for residential and mixed use buildings on the project site to create a unified appearance.
 - f. **Building articulation.** The building facades of public storage facilities that face streets or residential and mixed use buildings in a project shall include building projections or recesses, doorways or window trim, and other details that provide architectural articulation and visual interest.
 - g. **On-site management.** On-site, twenty-four-hour management shall be provided, and the planning commission may establish specific hours of operation as a condition of approval of a conditional use permit for a public storage facility.
- F. **Development standards for the AHO district.** All residential development in the AHO district shall comply with the development standards in Table 20.09-6 and the supplemental design standards following the table; and with the multiple-family residential design standards in Section 20.17.050 to the extent these are not superseded by the supplemental design standards following the table. If no housing is proposed, then non-residential development must comply only with the standards of the base zoning district with which the AHO district is combined and the commercial design standards in Section 20.17.070.

TABLE 20.09-6: DEVELOPMENT STANDARDS FOR RESIDENTIAL DEVELOPMENT IN THE AHO DISTRICT

Feature	Standard	Additional Regulations
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 feet	
Maximum Lot Coverage	65%	
Maximum Floor Area Ratio (non-residential space)	0.85	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.19
Refuse Storage and Recycling		See Chapter 20.10.060

Building Form and Location		
Maximum Building Height	40 feet	Note 2
Minimum Setbacks:		
Front	15 feet	Notes 3, 4, and 5
Rear	10 feet; 15 feet if adjacent to a Residential or Industrial district	See also subsection (F)(1).
Interior Side	5 feet; 10 feet if adjacent to a Residential district	
Street Side	10 feet	Chapter 20.18 and Notes 3, 4, and 5
Minimum Building Separations	15 feet	
Other Requirements		
Off-street parking and loading for non-residential uses	See Chapter 20.18 (Parking)	
Street curb cuts	Note 6	

Notes:

[1] Additional FAR is allowed up to 1.25 for projects with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.125 increase in allowable FAR.

[2] Additional height is allowed up to 45 feet for lots with at least 100 feet of primary street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back an additional seven feet from the interior property line if the project is adjacent to a residential zoning district.

[3] The front setback may be reduced to 10 feet on the following streets: Riverside Drive and Central Avenue.

[4] A minimum 20-foot setback must be provided for garages and carports facing a street.

[5] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer than 12 feet to the front property line and 5 feet to the street side property line.

[6] New street curb cuts are not allowed on lots with alley access unless approved by the director of development services and the city engineer to accommodate affordable housing units.

1. *Required side and rear yards for residential uses.* In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing windows and facing an interior side or rear yard. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.
 - a. For any wall containing living room or other primary room windows, a setback of at least fifteen feet shall be provided.
 - b. For any wall containing sleeping room windows, a setback of at least ten feet shall be provided.

- c. For all other walls containing windows, a setback of at least five feet shall be provided.
2. *Required building wall on designated streets.* Along Riverside Drive and Central Avenue south of Highway 60, building walls shall be constructed along or within ten feet of the front property line for a minimum of seventy percent of the primary street frontage and forty percent on secondary street frontages. This requirement may be waived by the director of development services upon finding that:
 - a. Ground-floor residential uses are proposed, a minimum fifteen-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;
 - b. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;
 - c. The building incorporates an alternative entrance design that creates a welcoming entry facing the street.
3. *Building entrances.*
 - a. Principal building entries shall front upon the primary street or be in a visually-prominent location as determined by the director of development services.
 - b. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.
4. *Building mass and scale.*
 - a. To reduce upper-story building mass, floorplates for the third story and above shall not exceed eighty percent of the ground-floor floorplate. The director of development services may waive this requirement upon finding the architectural articulation of exterior walls and a sloped roof modulates the visual mass of the top of the building and avoids the appearance of a box-like structure.
 - b. Buildings that are more than one hundred fifty feet in length shall include a minimum two-foot vertical variation in height for at least fifty feet.
5. *Pedestrian orientation and accessible pedestrian facilities on designated streets.*
 - a. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate such features as plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces.
 - b. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture to encourage pedestrian activity.
 - c. Clearly marked pedestrian connections shall be provided between parking areas and buildings.
 - d. All sidewalks, crosswalks, courts, plazas and residential buildings shall be designed to be safe, accessible, and convenient for individuals of all abilities, whether travelling by foot, wheelchair, or other mobility aid, consistent with the city's adopted policy on accessible pedestrian facilities.

6. *Parking.*

- a. Parking areas are prohibited between the building and primary street edge. On-site parking shall be in the rear half of the site or within a parking structure.
- b. Multi-story parking structures within twenty-five feet of a street frontage shall be lined with foundation landscaping at the ground floor.
- c. Building siting and parking design shall maximize opportunities for shared parking, access entries, and driveways in order to minimize the number of curb cuts and thus limit possible conflict between pedestrians and automobiles.
- d. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of driveways along arterial streets.

7. *Landscaping.*

- a. Street trees shall be included along all street frontages with multi-family housing development. Trees shall be selected from a list of city-approved trees and shall be approved by the director of development services prior to installation.
- b. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving to define the pedestrian space.

G. *Development standards for the MUO district.* All residential-only buildings and mixed use development with residential units in the MUO district shall comply with the development standards in Table 20.09-7 and the supplemental design standards following the table, and with the multiple-family residential design standards in Section 20.17.050 and the mixed use design standards in Section 20.17.060 to the extent these are not superseded by the supplemental design standards following the table. Non-residential development shall comply with the standards of the base zoning district with which the MUO district is combined and the commercial design standards in Section 20.17.070.

TABLE 20.09-7: DEVELOPMENT STANDARDS FOR RESIDENTIAL AND MIXED USE DEVELOPMENT IN MUO DISTRICT

Feature	Standard	Additional Regulations
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 feet	
Maximum Lot Coverage	80%	
Maximum Floor Area Ratio (non-residential space)	1.0	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.19
Refuse Storage and Recycling		See Chapter 20.10.060
Building Form and Location		
Maximum Building Height	50 feet	Note 2
Minimum Setbacks (ft.):		

Front	10 feet; 15 feet if ground floor is residential	Notes 3 and 5
Rear	10 feet; 15 feet adjacent to a Residential District	See also subsection (G)(1).
Interior Side	0 feet; 10 feet adjacent to a Residential district	
Street Side	10 feet	Notes 3, 4, and 5
Minimum Building Separations	15 feet	
Other Requirements		
Off-street parking and loading for non-residential uses		See Chapter 20.18
Street curb cuts		Note 6

Notes:

[1] Additional FAR is allowed up to 1.25 in mixed use development with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.0625 increase in allowable FAR.

[2] Additional height is allowed up to 55 feet for lots with 100 feet of street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back an additional seven feet from the interior property line if the project is adjacent to a Residential zoning district.

[3] A minimum 15 feet of front and street side setback shall be provided along primary and secondary arterial streets. A reduced front setback may be allowed on the following streets: Riverside, Central, and Euclid.

[4] A minimum 20-foot setback must be provided for garages and carports facing a street.

[5] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer

than 12 feet to the front property line and 5 feet to the street side property line.

[6] New street curb cuts are not allowed on lots with alley access unless approved by the director of development services and the city engineer to accommodate for affordable housing units.

1. *Required side and rear yards for residential uses.* In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing windows and facing an interior side or rear yard. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.
 - a. For any wall containing living room or other primary room windows, a setback of at least fifteen feet shall be provided.
 - b. For any wall containing sleeping room windows, a setback of at least ten feet shall be provided.
 - c. For all other walls containing windows, a setback of at least five feet shall be provided.

2. *Required building wall on designated streets.* Along Riverside Drive and Central Avenue south of Highway 60, building walls shall be constructed along or within ten feet of the front property line for a minimum of seventy percent of the primary street frontage and forty percent on secondary street frontages. This requirement may be waived by the director of development services upon finding that:
 - a. Ground-floor residential uses are proposed, a minimum fifteen-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;
 - b. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;
 - c. The building incorporated an alternative entrance design that creates a welcoming entry facing the street.
3. *Required ground floor transparency for non-residential uses.* Exterior walls for non-residential ground-floor uses facing and within twenty feet of a front or street side property line shall include windows, doors, or other openings for at least sixty percent of the building wall area between two feet and eight feet above the sidewalk. No wall shall run in a horizontal plane more than twenty-five feet without an opening.
 - a. Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work area, lobbies or other active spaces, and window displays shall be at least three feet in depth.
 - b. Parking garages are not required to meet these transparency requirements.
 - c. Alternatives to the building transparency requirement may be approved by the director of development services for uses that have unique operational requirements making windows or doors infeasible or for street-facing building walls that exhibit architectural relief and detail with landscaping that creates visual interest at the pedestrian level.
4. *Building entrances.*
 - a. Principal building entries shall front upon the primary street.
 - b. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.
5. *Building mass and scale.*
 - a. To reduce upper-story building mass, floorplates for the fourth story shall not exceed eighty percent of the ground-floor floorplate. The director of development services may waive this requirement upon finding the architectural articulation of exterior walls and a sloped roof modulates the visual mass of the top of the building and avoids the appearance of a box-like structure.
 - b. Buildings that are more than one hundred fifty feet in length shall include a minimum two-foot vertical variation in height for at least fifty feet.
 - c. To maintain a human-scale at the street level where ground floor commercial space is provided, building storefront widths shall not exceed thirty feet without a recess or a break, which may be a building entry or a separate display window.
 - d. Minimum ground floor height for commercial uses, including retail shops, restaurants, and offices: fourteen feet.

6. *Pedestrian orientation and accessible pedestrian facilities on designated streets.*

- a. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate features such as plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces.
- b. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture to encourage pedestrian activity.
- c. Clearly marked pedestrian connections shall be provided between parking areas and buildings.
- d. Encroachments into the public right-of-way are allowed for outdoor seating in conjunction with full-service restaurants and food retailers, provided a minimum six-foot wide walkway and pedestrian clear zone is maintained, and the outdoor eating area is contiguous with interior eating space and does not encroach into the public right-of-way of an adjacent business. An encroachment permit issued by the city is required, and a fee may be charged.
- e. All sidewalks, crosswalks, courts, plazas, and residential buildings shall be designed to be safe, accessible, and convenient for individuals of all abilities, whether travelling by foot, wheelchair, or other mobility aid, consistent with the city's adopted policy on accessible pedestrian facilities.

7. *Parking.*

- a. Long-term parking and residents' guest parking areas are prohibited between the building and primary street edge. On-site parking shall be in the rear of buildings in the back half of the lot or development site. Short-term drop-off spaces, short-term parking for retail shops, and a limited number of parking spaces for guests of residents may be allowed with valet service in courtyards and at building entries with approval of the planning commission.
- b. Multi-story parking structures within twenty-five feet of a street frontage shall be buffered with foundation planting or lined with commercial, retail, or residential use at the ground floor.
- c. Building siting and parking design shall maximize opportunities for shared parking, access entries and driveways in order to minimize the number of curb cuts and thus limit possible conflict between pedestrians and automobiles.
- d. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of driveways along arterial streets.

8. *Landscaping.*

- a. Street trees shall be included along all street frontages of mixed-use development. Trees shall be selected from a list of city-approved trees and shall be approved by the director of development services prior to installation.
- b. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving to define the pedestrian space.

H. *Open spaces standards for residential projects.* The open space requirements of the multiple-family residential design standards in Section 20.17.050 for private areas and

common areas shall apply to all proposed residential development and to residential units in mixed use development with the following modifications. Private areas shall consist of balconies, decks, patios, or fenced yards directly accessible from the residence. Common areas shall consist of landscaped areas, walks, patios, swimming pools, picnic and barbeque areas, playgrounds, children's play areas, playing courts, turf, rooftop areas, gym and fitness facilities, space for yoga, dance and instruction, or other such improvements as are appropriate to enhance the outdoor living environment of the development and to provide recreational facilities for residents. Landscaped courtyard entries that are oriented towards the public street and create a welcoming entry feature are also considered common areas. All areas not improved with buildings, parking, vehicular accessways, trash enclosures, and similar items or devoted to perimeter landscaping shall be developed as common areas with the types of attributes described above.

1. *Minimum amount of outdoor living area (private or common open space).* The minimum percentage of net lot area devoted to permanent open space is twenty percent, and the minimum area to be devoted to outdoor living area (private or common open space) shall be four hundred square feet per unit.
2. *Minimum amount of private open space.* The minimum amount of private open space shall be at least twenty-five percent of the amount of outdoor living area required. This space shall be provided on patios, decks or balconies shall be as follows:
 - a. Ground floor units: one hundred fifty square feet patio with a minimum horizontal dimension of ten feet or seventy-two square foot deck with a minimum horizontal dimension of six feet; and
 - b. Upper level units: seventy-two square feet with a minimum horizontal dimension of six feet.
3. *Minimum amount of common open space areas.* A minimum of sixty-five percent of the required outdoor living area shall be provided as common open space with a minimum horizontal dimension of twenty feet. This common open space shall be a well-designed, coherent area that is an essential component of the project's design, not merely space left over after the building mass is placed.
 - a. Landscape areas having minimum dimensions of less than twenty feet but at least five feet at any point which are contiguous with and an integral part of the common open space or are connected to the common open space by walkways, may be included in calculating the area of such space. Non-contiguous landscape areas proposed to be included shall not exceed twenty percent of the total area of common open space.
 - b. Up to one-half of covered patio areas designed to be commonly used by residents of a development may be included in calculation of common open space provided such area does not comprise more than twenty-five percent of the total common open space.
 - c. Up to fifteen percent of the required common open space area may be provided within a recreational building.
4. *Usability.* A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. The maximum slope shall not exceed ten percent.

5. *Accessibility.*
 - a. Private open space. The space shall be accessible to only one living unit by a doorway to a habitable room or hallway.
 - b. Common open space. The space shall be accessible to the living units on the lot. It shall be served by any stairway or other accessway qualifying as an egress facility from a habitable room.
 6. *Recreational facilities requirements.* In high density multi-family or mixed use development with a minimum of twenty-five dwelling units per gross adjusted acre, essential recreational facilities, as prescribed below, may be proposed in lieu of the requirements of major and minor facilities in Section 20.17.050(C) which require more land than may be available in a high density project. These essential recreational facilities may include: 1) a gym or fitness room, 2) space for yoga, dance, or other instruction, 3) enclosed or outdoor space for playing courts or games, 4) children's play area, 5) picnic and barbeque area, or 6) children's daycare space. At least two hundred fifty square feet per unit shall be provided for these recreational facilities, and there shall be a minimum of two of these facilities in projects with ten to fifty units, three of these facilities in projects with fifty-one to one hundred units, and four or more of these facilities in projects with more than one hundred units. No essential recreational facilities are required in a small project, with less than ten dwelling units. The space allocated for recreational facilities shall count toward the requirement for common open space, and this space may be within buildings.
- I. *Minimum affordable housing requirement.*
 1. *Requirement.* Residential development projects in an AHO and an MUO district with ten or more dwelling units shall provide the following minimum numbers of affordable housing units:
 - a. Rental projects: nine percent of the total units affordable to low-income households at an affordable rent.
 - b. For-sale projects: three percent of the total units in a common interest development for moderate income households at an affordable sales price, provided that all of the units are offered to the public for purchase.
 - c. Projects with both rental units and for sale units: The minimum numbers shall be calculated separately for each type of housing.
 2. *Calculations.* All calculations of the number of affordable units required to be built on-site in a project that result in fractional units shall be rounded up to the next whole number.
 3. *Common owners and control.* An applicant for development within an AHO or MUO district shall not avoid the requirements of this section by submitting piecemeal planning applications. At the time of the first application for residential development, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct housing on contiguous property but must include such property in a comprehensive affordable housing plan.
 4. *Income qualifications.* Household income qualifications shall be those established by the California Department of Housing and Community Development each year for San Bernardino County, as adjusted for household size, pursuant to California Code of Regulations, Title 25, Section 6932, and Health and Safety Code Section 50093.

5. *Location, size, design, and distribution of affordable units.* Affordable units shall have the same bedroom and bathroom count ratio as the market rate units in a project, be equally distributed within the project, and have the same type or quality of appliances, fixtures, and finishes. The affordable housing units shall be integrated with other housing units in the housing development with regard to siting and placement within buildings and shall not differ in exterior appearance from the other housing units. The location of the affordable housing units may or may not be on contiguous parcels within the site. In no event shall the affordable housing units be located in only one portion of the housing development or situated in one building of a multi-building development.
 6. *Timing of construction.* All required affordable units shall be made available for occupancy prior to, or concurrently with, the market-rate units. The affordable units may be constructed in phases if the market-rate units are constructed in phases, provided that the percentage of affordable units developed in each phase shall be equivalent to or greater than the total percentage of affordable units to be developed as part of the residential development until such time that all the affordable units have been built.
- J. *Alternatives.* In lieu of providing the affordable units in the housing development project required by Section 20.09.090.D. and I., the requirements of those subsections may be satisfied through one or more of the alternatives set forth below.
1. *In-lieu fee.*
 - a. For housing development projects proposing up to twenty units, the developer may, by right, pay a fee in lieu of providing affordable units on site.
 - b. For housing development projects proposing more than twenty units, the developer shall only be allowed to pay in-lieu fees if the planning commission makes a finding that providing affordable units on-site would result in an extreme financial hardship to the developer and make the proposed project financially infeasible. The developer shall submit a request to pay a fee in lieu of providing affordable units on site as part of the project application. Such request shall include sufficient documentation and financial analysis to allow the planning commission to make the required findings. At the city's discretion, the city may contract with a third-party financial consultant to evaluate the documentation and analysis submitted by the applicant and make a recommendation to the city regarding the issues of extreme financial hardship and financial infeasibility. The developer shall be required to reimburse the city for all costs related to hiring any such third-party consultant, which shall be in addition to any other required application fees. The demonstration of financial hardship and infeasibility may be based on, among other things, such factors as project size, site constraints, and/or excessively large affordability gaps, or upon a demonstration that in the absence of allowing for payment of in-lieu fees, the imposition of the affordable housing production requirements in this section would violate the California and/or United States Constitutions because it would be a regulatory taking of property without fair and just compensation.
 - c. In-lieu fees shall be paid as follows:
 - (i) The amount of the fee shall be calculated using the fee schedule established by resolution of the city council at the time the fee is paid.
 - (ii) One-half of the in-lieu fee required by this subsection shall be paid (or a letter of credit posted) prior to issuance of a building permit for all or any part of the

housing development project. The remainder of the fee shall be paid before a certificate of occupancy is issued for any unit in the housing development project. In a phased project, payment of fees also may be allowed in phases, corresponding to the number of units in each phase.

- (iii) The fees collected shall be deposited in the overlay district affordable housing fund established by Section 20.09.090(M).

2. *Land dedication.* In lieu of providing affordable units on-site, a developer may request city council approval to dedicate land to the city or to a city-approved affordable housing developer that the director of development services determines is suitable for the construction of the required number of affordable units and is within one mile of the project site. To accept a land dedication in lieu of on-site affordable units, the city council must determine the fair market value of the dedicated land is equivalent to or greater than the amount of in-lieu fees that would have been needed to satisfy the housing development project's affordable housing obligation and that the required number of units for very low-income residents will be built on this land based on a proposed conceptual site plan and proforma financial analysis demonstrating project feasibility with available funding.

- a. The developer must submit evidence that the land proposed to be dedicated is under the developer's control, will be conveyed at no cost to the city or a city-approved affordable housing developer with experience building rental housing for very low-income households, is free of any liens, all property taxes and special taxes have been paid, does not contain any hazardous materials, has the appropriate general plan designation and zoning to allow construction of the required number of units, and has the necessary infrastructure and public improvements to support the required number of affordable units. Only sites within an AHO or MUO district that are within one mile of the project site can be considered for land dedication.
- b. The developer must disclose whether any hazardous materials were previously contained on the site; and hazardous materials were previously remediated, the developer must provide evidence that the cleanup was performed in accordance with applicable law.
- c. The land proposed for dedication cannot have been improved with any residential use for at least five years prior to the submission of a land dedication proposal.
- d. The affordable units to be constructed on the dedicated land shall be at least twenty percent of the total number of units in the project, and these units must be rental units affordable to very low income households.

3. *Off-site construction.* A market-rate developer may enter into an agreement with an affordable housing developer to construct, own, and operate affordable rental housing units required by Sections 20.09.090(D) and (I), provided:

- a. The affordable housing developer is approved by the director of development services on the basis of recent relevant experience;
- b. The affordable housing developer does not request any financial assistance from the city;
- c. The affordable rental housing units shall be constructed prior to or concurrently with the market-rate development triggering the affordable housing requirement; and

- d. At least twenty percent of the total number of units to be built on the site shall be rental units affordable to very low-income residents.

K. *Review procedures.*

1. *Preliminary review.* A developer requesting additional density above twenty-six units per adjusted gross acre for a rental project under Section 20.09.090(D) shall submit an application for preliminary review, accompanied by the required application fee, for feedback prior to the submittal of any formal requests for approval of additional density. The purpose of the preliminary review is to determine whether the proposed development is in substantial compliance with applicable planning regulations and to establish the basis and procedures for granting the additional density. The following information is required to be submitted for preliminary review in the form of a proposed affordable housing plan in addition to information required by the department's preliminary review checklist:
 - a. Evidence that the project includes the qualifying percentages of affordable units set forth in Section 20.09.090(D) to justify the additional density requested;
 - b. Calculations showing the maximum base density and the density with the additional units;
 - c. Number and percentage of total units that are proposed to meet affordability criteria and the income level to which the units will be restricted; and
 - d. A description of any proposed waivers or reductions of development standards or other zoning requirements, consistent with the provisions of Government Code Section 95915(k).
2. *Site approval required.* All residential development or mixed use development with residential units in an AHO or MUO district shall require approval of a site approval application as outlined under Section 20.23.090. For residential development and mixed use development with residential units, design review by the planning commission shall be undertaken only to determine compliance with the city's objective design standards using the site approval process.
3. *Additional findings for approval.* The planning commission shall grant a site approval if it makes the findings required by Section 20.23.090 and the following additional findings:
 - a. The proposed development meets the affordability criteria for the requested density in accordance with the requirements of subsection (D) and (I); and
 - b. The increased density would not have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Government Code, upon public health and safety or the physical environment or on any real property listed in the California Register of Historic Resources.
4. *Conditions of approval.* The planning commission has the authority to impose reasonable conditions that are related and proportionate to what is being requested by the applicant, as deemed necessary and appropriate to ensure that the provisions of the general plan, any applicable specific plan adopted by the city council, and this title are met, including requirements for needed off-site public improvements. The commission may require reasonable guarantees and evidence that such conditions are being, or will be, met.

5. *Special procedures for projects with at least 20 percent affordable units.* Notwithstanding any other provision of this section 20.09.090, owner-occupied and rental multifamily residential developments in either an AHO or MUO district that are located on a site that is included in Appendix B (Candidate Sites Analysis) of the city's Sixth Cycle Housing Element (2021-2029), meet the objective development standards and density requirements in this section, and in which at least 20 percent of the units are affordable to lower income households shall be a use by right. For purposes of this subsection (K)(5), "use by right" shall have the meaning given in Government Code section 65583.2(i), as may be amended. Developments that qualify under this subsection (K)(5) shall be subject to the review procedures in this subsection (K), except that neither the design review nor the site approval shall be considered a "project" for purposes of the California Environmental Quality Act.
- L. *Required affordable housing agreement for continued affordability.* Prior to the issuance of a building permit for any residential development project with affordable housing units in an AHO or MUO district, the applicant shall enter into a written agreement with the city ensuring the continued affordability of the affordable dwelling units for a period of not less than seventy-five years or as long as the property is in residential use, whichever is greater, for rental units and forty-five years for for-sale units. The terms and conditions of the agreement shall be binding upon the successor in interest of the developer and shall be recorded in the main office of the San Bernardino County assessor-recorder-clerk. The agreement shall be executed by the city manager, be in a form acceptable to the city attorney, and include provisions for the following:
 1. The number and proportion of housing units affordable to moderate-income, low-income, and very low-income households by type, their location, and the number of bedrooms in each one;
 2. Standards for maximum qualifying household incomes and maximum rents or sale prices;
 3. Minimum home buyer payments and sources of funds for them;
 4. The party responsible for certifying rents and sales prices of affordable housing units and reporting this information to the city;
 5. The process that will be used to certify incomes of tenants or purchasers of the affordable housing units;
 6. The manner in which vacancies will be marketed and filled, including the screening and qualifying of prospective renters and purchasers of the affordable units;
 7. Deed restrictions on the affordable housing units binding on property upon sale or transfer and any subsequent sale or transfer;
 8. Enforcement mechanisms to ensure that the affordable rental units are continuously occupied by eligible households and are not rented, leased, sublet, assigned, or otherwise transferred to non-eligible households, with reasonable allowances for inherited units and units initially occupied by very low-income individuals who incomes may increase to a low-income level;
 9. Provisions allowing moderate income homebuyers to resell the unit at fair market value in return for the city receiving payment equal to the original affordability gap plus a defined share of the equity appreciation achieved on sale, which shall be deposited in the city's overlay district affordable housing fund and used within three years for any of

the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership; and

10. Project phasing, including the timing of completions, and rental or sale of the affordable housing units, in relation to the timing of the market-rate units.
- M. *Overlay district affordable housing fund.* There is a separate fund of the city known as the overlay district affordable housing fund, and all in-lieu fees or other funds collected under this section shall be deposited into the overlay district affordable housing fund. Additional funds from other sources also may be deposited in the overlay district affordable housing fund.
1. Money deposited in the overlay district affordable housing fund may be used to pay for the direct costs associated with administration and enforcement of the affordable housing program established for the AHO and MUO districts.
 2. After payment of expenses, at least seventy percent of the remaining money shall be expended to provide housing affordable to low income and very low-income housing holds; the remaining money may be expended to provide housing affordable to moderate-income households.
 3. The fund shall be administered by the director of development services.
 4. A developer receiving funding from the fund shall implement a local preference in their resident selection criteria.

Section 3. Section 20.21.340 (Senior housing projects) of the Chino Municipal Code is hereby revised to read as follows (additions in red; deletions in ~~bold strikethrough~~):

20.21.340 - Senior housing projects.

- A. *Consistency with California Civil Code.* Senior housing projects shall be limited to occupancy consistent with section 51.3 of the California Civil Code.
- B. *Development standards.* **Except as provided in subsection C, senior** ~~Senior~~ housing projects shall be developed in accordance with the development standards and guidelines applicable to the RD 20 zoning district.
- C. *Projects in the Affordable Housing Overlay or Mixed Use Overlay.* **Senior housing projects in the Affordable Housing Overlay or the Mixed Use Overlay shall be subject to the density requirements and development standards of the overlay in which the project is located, which are found in Section 20.09.090.**

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 5. Environmental Review. On April 18, 2023, the City adopted an Addendum to the 6th Cycle Housing Element Update (2021-2029) Project Negative Declaration (ND) pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines for the adoption of the Section 20.09.090 of the Chino Municipal Code. The Addendum determined

that the project was within the scope of the ND, which adequately described the activity for the purposes of CEQA, and included findings supported by substantial evidence that there was no potential for a significant effect on the environment attributable to the adoption of the Section 20.09.090. The revisions in this ordinance fall within the project described in the Addendum and the ND and therefore no further CEQA review is required.

Section 6. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 7. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

ADOPTED THIS 3RD DAY OF DECEMBER 2024.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO)

I, Natalie Gonzaga, City Clerk of the City of Chino do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by said City Council at a regular meeting held on the 3rd day of December 2024 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

RESOLUTION NO. 2024-004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO,
CALIFORNIA ADOPTING THE CITY OF CHINO 2021-2029 HOUSING
ELEMENT**

WHEREAS, the City has received a mandate from the State of California and the California Department of Housing and Community Development (HCD) to update the Housing Element of the General Plan, in order to set forth the City's strategy to preserve and enhance the community's residential character, expand housing opportunities for all economic sectors, and provide guidance and direction for local government officials in all matters related to housing; and

WHEREAS, on January 17, 2023, the City Council adopted an updated Housing Element, which included a program for the creation of an Affordable Housing Overlay and Mixed Use Overlay in order to accommodate Chino's share of the regional housing need for lower-income households; and

WHEREAS, following adoption, the Housing Element was sent to the California Department of Housing and Community Development (HCD), which requested amendments to the Housing Element before it could be certified; and

WHEREAS, on April 18, 2023, following a recommendation by the Planning Commission, the City Council adopted Section 20.09.090 of the Chino Municipal Code, establishing regulations and standards for the Affordable Housing Overlay and Mixed Use Overlay; and

WHEREAS, HCD reviewed Section 20.09.090, per the requirements of state law, and determined that revisions were required in order for the City to comply with the requirements in Housing Element law, particularly Government Code 65583.2; and

WHEREAS, City staff and the City's Housing Element consultant have worked closely with HCD to make revisions to the Housing Element and to Section 20.09.090, as well as Sections 20.04.030 and 20.21.340, in order to comply with state Housing Element laws. These amendments are included as a separate ordinance (Ordinance No. 2024-003); and

WHEREAS, on December 20, 2023, the Planning Commission held a duly noticed public hearing for the proposed 2021-2029 Housing Element changes and for PL23-0133 and adopted Resolution No. PC2023-035, reaffirming their recommendation for the City Council to adopt the 2021-2029 Housing Element and Municipal Code Amendments; and

WHEREAS, all provisions of the California Government Code and Chino Municipal Code related to the 2021-2029 Housing Element have been complied with, including a noticed public hearing; and

WHEREAS, the City Council has completed its study of the proposed amendments to the 2021-2029 Housing Element; and

WHEREAS, on November 5, 2024, the City Council held a duly-noticed public hearing and continued the Public Hearing to November 19, 2024 to consider all documentary and verbal

evidence concerning the amendments to the 2021-2029 Housing Element and closed the public hearing.

NOW, THEREFORE, the City Council of the City of Chino, California, does hereby FIND, DETERMINE, and RESOLVE as follows:

A. The foregoing recitals are true and correct and incorporated herein.

B. Based on substantial evidence, both written and oral, from the public hearing, the City Council makes the following findings and takes the following actions regarding the 2021-2029 Housing Element Update:

1. *CEQA Findings.* On January 4, 2022, the City Council adopted a Negative Declaration (State Clearinghouse No. 2021100569) for the 2021-2029 Housing Element update. The proposed amendments to the 2021-2029 Housing Element are sufficiently addressed in the Negative Declaration, and therefore no further environmental review is required.
2. *Findings For Non-Vacant Sites.* The City Council finds, pursuant to Government Code Section 65583.2(g)(2) and based on substantial evidence described in Section 4 and Appendix B of the 2021 – 2029 Housing Element, that any existing uses on sites identified to accommodate affordable housing are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the period covered by the 2021-2029 Housing Element. Any sites identified to accommodate 2021-2029 RHNA need that have existing structures, improvements and/or activities demonstrate a likelihood for redevelopment during the 2021-2029 planning period. Parcels with existing uses or activities that were not likely to be discontinued during the planning period were generally removed if they had conditions suggesting continued use or activity during the planning period.
3. *Approval of 2021-2029 Housing Element.* The City Council hereby approves the updates 2021-2029 Housing Element. City Staff are permitted to make minor non-substantive technical edits, including fixing typos and/or grammatical errors, as necessary for final certification.
4. *Actions by the City Clerk.* The City Clerk is hereby directed to attest as to the adoption of this Resolution as of the date set forth below and forthwith transmit a copy of this Resolution, by regular mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) §
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the 19th day of November 2024, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

SUBJECT

Police Helicopter Grant Funds/Award of Bids for Purchase and Completion of Police Helicopter.

RECOMMENDATION

1) Establish and appropriate a project budget (IE259) in the amount of \$3,703,336.49 for the Police Helicopter, consisting of \$2,703,336.49 from Law Enforcement DIF Fund 231 and \$1,000,000.00 of grant funding from San Bernardino County; 2) approve a contract with the County of San Bernardino to accept \$1,000,000.00 in grant funding for the purchase of a police helicopter; 3) award a contract to Bell Helicopters Textron of Fort Worth, Texas, in the amount of \$2,166,585.00 for the purchase of a new Bell 505 Police Helicopter; 4) award a contract to Hangar One Avionics of Carlsbad, California, in the amount of \$1,347,175.50 for the purchase and installation of critical police mission equipment on a new Bell 505 Police Helicopter; 5) approve payment of California Use Tax to the California Department of Tax and Fee Administration in the amount of \$189,576.19 for the out-of-state purchase of a police helicopter; and 6) authorize the City Manager to sign the required documents on behalf of the City.

FISCAL IMPACT

Appropriate \$3,703,336.49 to the Equipment Management Fund 660 (IE259) with a backfill from the Law Enforcement Development Impact Fee Fund 261. Also, appropriate the Grant expense and revenue accounts (G4258), in the amount of \$1,000,000.00. There is sufficient Law Enforcement DIF fund balance for this request.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships
- Effective Technology

Revenue:

Expenditure: 6607400-40010-IE259/6607400-59500-40010/G4258

Transfer In:

Transfer Out:

BACKGROUND

The City of Chino is a rapidly growing city that was recently named a Top 10 Boomtown in the United States. With this remarkable growth has come increased demands on police services. The State's continuing disregard for the safety of our residents with the underfunding of the State Prison has created an increased threat to the safety of our community. The State has exacerbated the tenuous security situation with the addition of death row inmates. The use of innovative policing resources and technologies is essential to scaling the Police Department's ability to keep Chino a safe place to live, work, and play.

The Police Department currently relies on air support from the San Bernardino County Sheriff and Ontario Police Department's; however, assistance is not always available when needed. Their resources are shared across multiple jurisdictions, leading to delayed or no response. The Police Department also uses drones; however, drones are limited in their ability to provide the needed patrol capability afforded by the helicopter.

Recognizing the need for air support, the City began exploring the concept of a police helicopter program in 2001. In 2017, the City of Chino established Project LE-010 within the Law Enforcement Development Impact Fee (DIF) Program to prepare for this acquisition. Earlier this year, the Police Department secured a \$1 million grant from San Bernardino County Supervisor Curt Hagman's office which, along with DIF fees, will cover the entire purchase price of a police helicopter. The grant from the County requires a 25% fund match and that these funds only be used to purchase a police helicopter.

A police helicopter acts as an effective force multiplier which will allow the Police Department to deploy its ground resources more efficiently. The rapid response time of the helicopter will reduce response times, increase officer and citizen safety, allow for more efficient call handling during peak times, manage pursuits and quickly resolve critical incidents, including those at the state prison. The use of the helicopter in a patrol capacity will also serve as an effective deterrent to crime.

The ongoing operational costs for the police helicopter are anticipated to be approximately \$620,000 per year in additional Police Department funding which represents an increase to the Police budget of approximately 1.2%. The operational costs will be included in the FY 2025-2026 budget as delivery of the completed helicopter and initial operations will take place in mid to late 2025.

The addition of a police helicopter will significantly enhance the Chino Police Department's ability to respond to emergencies, manage incidents, and maintain public safety in a rapidly growing city. With secured funding from both grant and DIF sources, the helicopter program represents a necessary and responsible investment. Approval of this request will enable Chino to meet current and future policing challenges.

ISSUES/ANALYSIS

The City currently has \$2.0 million allocated under Project LE-010 in the Development Impact Fee (DIF) program for the Police Helicopter Program. This allocation does not reflect the cost escalations that have occurred over the past few years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which includes a revised cost estimate of \$2.7 million for the Police Helicopter Program.

There is sufficient fund balance within the DIF program to cover the updated costs associated with the helicopter purchase. In addition, the Law Enforcement Facilities, Vehicles, and

Equipment DIF will also undergo a comprehensive update as part of this process. As part of the adjustment, funds initially earmarked for a solar panel project will be redirected to support other law enforcement projects slated for future implementation as the solar panel project is being completed through a power purchase agreement. This reallocation of funds will help offset the increased costs for supplies, equipment, police substation, the helicopter, and other police vehicles as the City plans for ongoing needs moving forward.

In June 2024, the City Council authorized issuing bids to acquire and fully equip a new police helicopter to meet the operational needs of the Police Department. In alignment with the City's Purchasing Code, two separate Invitations for Bids (IFBs) were issued: one for the purchase of a police helicopter and the other for the acquisition and installation of mission-specific equipment.

The City published IFB# 2024-0017 PD, titled "Chino Police Department Helicopter," on Planet Bids, ensuring full compliance with the City's purchasing policy. The City received (1) one proposal by the closing date, as detailed below:

CONTRACTOR	COST
Bell Helicopters Textron, Fort Worth, Texas	\$2,166,585.00

The single bid from Bell Helicopters Textron was deemed to be responsive. Staff recommends that the City Council award a contract to Bell Helicopters Textron in the amount of \$2,166,585 to supply a new Bell 505 Police Helicopter. This amount includes \$26,700 for the required manufacturer training program. Because the helicopter will be delivered from out-of-state, a California Use Tax of \$189,576.19 will be due and payable directly to the State of California.

The City published IFB# 2024-0021 PD, titled "PD Helicopter Retrofit V.2," on Planet Bids, fully adhering to the City's purchasing policy. The City received (3) three bids by the closing date, as detailed below:

CONTRACTOR	COST
Century Helicopters	\$1,195,376.07
Hangar One Avionics, Inc.	\$1,347,175.50
CNC Technologies, LLC	\$1,450,939.39

Following a thorough bid evaluation, staff determined Century Helicopters as non-responsive due to a location requirement for Southern California-based service providers. Staff identified Hangar One Avionics, Inc. as the lowest responsive and responsible bidder. Staff recommends awarding a contract to Hangar One Avionics, Inc. for \$1,347,175.50 to supply and install the necessary mission equipment for the new helicopter, in line with bid specifications and cost-effectiveness.

In summary, these recommended awards to Bell Helicopters Textron and Hangar One Avionics, Inc. provide the Chino Police Department with a fully outfitted helicopter that meets operational needs, that aligns with the City's purchasing policy.

Lastly, staff recommends that the City Council approve the contract with the County of San Bernardino accepting the \$1,000,000.00 in grant funds for the purchase of the helicopter and authorize the City Manager to sign the required documents on the City's behalf.

Attachments:

1. Bell Helicopters Textron Proposal

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: POLICE HELICOPTER GRANT FUNDS/AWARD OF BIDS FOR PURCHASE AND COMPLETION OF POLICE HELICOPTER.

PAGE: 4

2. Hangar One Avionics Bid
3. Contract with San Bernardino for Receipt of Grant Funds

CHINO POLICE DEPARTMENT

Bell 505

August 2024





RESTRICTED DISCLOSURE NOTICE

The data contained in this proposal is proprietary to Bell Textron Inc. (Bell) and constitute trade secrets for purposes of the Trade Secret and Freedom of Information Acts. No disclosure outside the City of Chino, either in the United States or abroad, or reproduction of any part of the information supplied is to be made, and no manufacture, sale, or use of any invention or discovery disclosed herein shall be made, except by written authorization of Bell. This restriction does not limit the State of Minnesota the right to use information contained in such data if it is lawfully obtained from another source without restriction.

This informational document is subject to applicable U.S. and Canadian Government Export and Import laws and regulations. The data provided in this proposal should not be furnished to other parties, including U.S. and Canadian Government sanctioned countries and denied or designated parties, or re-exported without the required U.S. and/or Canadian Government licenses.

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1 EXECUTIVE SUMMARY

1.1 Company Information

With over 87 years of aviation experience and expertise providing the safest and most reliable helicopters in the industry, Bell's firm commitment to customer satisfaction and continuing product improvements is represented in the Bell 505 Jet Ranger X helicopter. Customer Support Representatives are available 24 hours a day, 7 days a week, 365 days a year. With the highest part availability rate in the industry, Bell is prepared to support all operations of the Chino Police Department.

1.2 Bell 505 Overview

The Bell 505, shown in Figure 1-1 is a versatile light single-engine turbine helicopter. The Bell 505 was designed and equipped with ergonomic controls in mind. Proven cyclic controls, adjustable pedals, and collective mounted engine control switches create an excellent solution for helicopter training. With dual-channel FADEC and fully integrated Garmin G1000H™ NXi Glass Cockpit, the Bell 505 provides a pilot-friendly, modern cockpit design.



Figure 1-1. The Bell 505. Design with Safety as top priority.

The Bell 505 was certified by the Transport Canada Civil Aviation (TCCA) in December 2016, followed by the Federal Aviation Administration (FAA), European Union Aviation Safety Agency (EASA) and over 40 other countries. As a newly certified aircraft, the Chino Police Department pilots will train in an aircraft that meets the latest crashworthiness and safety standards. In February 2023, the Bell 505 completed its first flight fueled solely by 100% Sustainable Aviation Fuel (SAF), marking the first-ever single engine helicopter to fly with 100% SAF. Bell collaborated with Safran Helicopter Engines, Nests, GKN Aerospace and Virent Inc. to make this Bell 505 flight possible. It is a monumental achievement for sustainability and decarbonization in the rotorcraft industry.

1.2.1 Competitive Comparison

The Bell 505 (Figure 1-2) compares favourably across multiple categories to other aircraft in its category.



CHINO POLICE DEPARTMENT

Bell 505



Product Comparison					
Performance	Bell 505	Airbus EC 120B	Robinson R-66	MD Helicopters MD 500E	Leonardo AW09
Max Gross Weight	3,680 lb 1,669 kg	3,781 lb 1,715 kg	2,700 lb 1,225 kg	3,000 lb 1,361 kg	3,968 lb 1,209 kg
Useful Load (Standard Configuration)	1,500 lb 680 kg	1,583 lb 718 kg	1,420 lb 644 kg	1,519 lb 689 kg	(Information Not Available)
Altitude Performance (Service Ceiling)	18,610 ft 5,672 m	17,000 ft 5,182 m	14,000 ft 4,267 m	13,900 ft 4,237 m	12,795 ft 3,900 m
HIGE Altitude Performance (Maximum GW, ISA)	14,450 ft 4,404 m	9,250 ft 2,819 m	>10,000 ft >3,048 m	8,500 ft 2,591 m	4,232 ft 1,290 m
HOGE Altitude Performance (Maximum GW, ISA)	10,460 ft 3,188 m	7,600 ft 2,316 m	>10,000 ft >3,048 m	6,800 ft 2,073 m	2,690 ft 820 m
Maximum Cruise Speed	125 knots 232 km/h	120 knots 222 km/h	125 knots 232 km/h	133 knots 246 km/h	111 knots 206 km/h

Figure 1-2. Bell 505 Competitive Comparison.

1.2.2 Direct Operating Costs

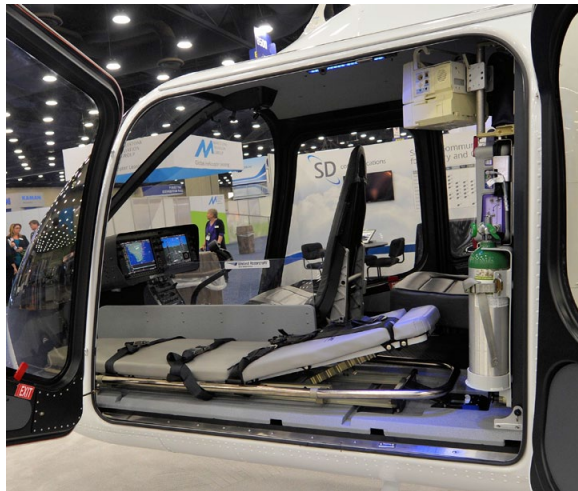
A summary of the preliminary direct operating costs for the Bell 505 is provided in Figure 1-3.

Direct Operating Costs			
	Parts	Labor (Labor Rate \$95/Hour)	Total
Airframe Direct Maintenance	\$168.83	\$44.79	\$213.62
Powerplant - Safran Helicopter Engines Arrius 2R (Quantity 1)			\$97.03
Fuel and Lubricants (fuel @ \$4/per gallon, lubricants 1% of fuel)			\$130.49
Grand Total with Fuel			\$441.14

Figure 1-3. Bell 505 Direct Cost of Operations in U.S. Dollars per Flight Hour. Performance doesn't need to come at a cost.

1.2.3 Versatility

The Bell 505 can be customized to serve multiple missions, from VIP transportation to HEMS operations, shown in Figure 1-4. This versatility in operations, combined with Bell's world-class customer support, provides an inimitable flying experience.



The Bell 505 EMS Interior from United Rotorcraft



The Bell 505 in a Law Configuration Mission

Figure 1-4. The Bell 505 can be Customized to Serve Multiple Missions. Class-leading, Multi-mission capability.

1.3 MSG-3 Maintenance

The Maintenance Steering Group-3 (MSG-3) process was used on the Bell 505 to establish the initial schedule maintenance intervals and will be used over the service life of the Bell 505 to reduce Direct Maintenance Costs (DMCs). The process is led by a steering group composed of representatives from Bell, regulatory authorities, and operators. This approach improves safety by addressing maintenance of significant items at a system level, by zones, instead of at the individual component level. The objective is to sustain the highest level of safety and reliability while improving cost and operational readiness. Some benefits in utilizing the MSG-3 methodology are:

- To ensure realization of the inherent safety and reliability levels of the equipment
- To restore safety and reliability to their inherent levels when deterioration has occurred
- To obtain the information necessary for design improvement of those items whose inherent reliability proves inadequate
- To accomplish these goals at a minimum total cost, including maintenance costs and the costs of resulting failures
- Selects fewer scheduled maintenance tasks
- Reduction of maintenance tasks – provides for a safer operation

1.4 Customer Services and Support

Bell's world-class customer support organization ensures that the Chino Police Department benefits from an Integrated Logistics Support System that will deliver daily readiness rates acceptable to the Chino Police Department for the life of the program. Please refer to Section 3 for a full description of Bell's #1-rated Aftermarket Support organization and offerings. With a keen



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focus on customer satisfaction and impeccable service, Bell is the industry leader in Customer Support. Bell has over 350 direct points of contact to ensure the customer's aircraft are flying safely and efficiently.

Bell's central supply center in Fort Worth, Texas is located to provide domestic and global support for sales, parts distribution and aircraft services. This Bell-owned facility allows for support that is more responsive to customers for helicopter customizing, completions / deliveries, spare parts, and repair / overhaul of major components. If the other supply centers do not possess the required part, Bell either removes the part from a new helicopter on the assembly line or authorizes vendors to work overtime and expedite shipping of the part. Bell in turn expedites shipping the part to the closest supply center at no additional cost to the customer. The customer only pays to expedite shipping costs from the closest supply center to the customers' location.

Bell is the proven leader in the following measured categories: response times, spares availability, cost of parts, speed in AOG service, technical manuals, technical representatives, and service satisfaction. Another strong indicator of Bell's commitment to its customers is the extensive and responsive support organization, which services every aircraft ever built by Bell. Bell's unmatched worldwide spares availability and warranty coverage plays a huge role in achieving excellence in customer service.

Bell's factory-supported Repair and Overhaul capabilities, combined with its globally dispersed Customer Service Facilities, provide experienced, capable response to customer issues. Bell is the only manufacturer that has trained Customer Support Representatives around the globe to help customers with technical advice and assistance - a service that is free to all customers.

The Bell Asia Supply Center, located in Singapore, is strategically located to support the growing customer base in Asia Pacific. This facility has 8,000-line items for global support. Customer aircraft are in good hands with OEM-trained and experienced repair technicians. Additionally, on-site support for robust warranty protection and Customer Advantage Plans are available. The facility provides an on-site training academy with two (2) maintenance training and three (3) training rooms.

The Bell Calgary Supply Center, located in Calgary, Canada. Located on the North-West side of the Calgary International Airport, the facility is part of a larger Air Freight and Logistics Center. The Calgary facility is a neighbor to global leaders in transportation and logistics such as FedEx, Purolator, and UPS. The facility supports helicopter owners in Canada and beyond with OEM-trained and experienced repair technicians, on-site support for our robust warranty protection and Customer Advantage Plan. The Calgary Supply Center supports "Aircraft-On-Ground" service for operators located in the north-western part of the United States.

The Bell Amsterdam Supply Center is responsible for supporting customers in more than 50 countries in the EMEAR region. This location sells and distributes Bell parts, Aeronautical Accessories and 3rd party vendor items to Bell Dealers, Authorized Service Facilities and Operators in EMEAR. Repairs and third part vendor purchases are also handled here. Bell prioritizes and responds to customer needs based upon a sense of urgency to keep customer aircraft operationally available.



1.5 Training

Bell is recognized around the world as the premier helicopter training organization. The Bell Training Academy has instructed over 300,000 pilots and maintenance personnel and invested significantly in the infrastructure required to conduct initial and recurrent pilot or mechanic training. The training program will provide a full menu of options for training to the Chino Police Department's instructor pilots and maintenance training to maintenance instructors.

Pilot training protocols include robust classroom periods, flight training device sessions, and flights in dedicated training aircraft, while mechanic training involves classroom and maintenance trainer sessions. All Bell training courses are designed with the goal of safe, cost-effective operation of the aircraft. The training plan and schedule will be tailored to meet the specific requirements of the Chino Police Department.

All Bell training courses are designed with the goal of safe, cost-effective operation of the aircraft. The training plan and schedule will be tailored to meet the specific requirements of the Chino Police Department. Please refer to Section 4 for more information.

1.6 Summary

The Bell 505 Jet Ranger X (Figure 1-5) offers the best value as a multi-mission helicopter. The helicopter will be certified to the most demanding airworthiness standards and provide the best combination of performance, safety, customer support, and training.

Regional Customer Service Engineers can provide on-site assistance, when needed. The combination of the Bell 505 with Bell's industry-leading customer support provides the best value short light single helicopter solution available in the market. The Bell 505 is easily supported through Bell's worldwide commercial channels strategically located in Asia, Europe and North America.



Figure 1-5. The Light Single Choice for Multipurpose Operations. *The high performance Bell 505 is backed by #1 ranked customer support and is the optimal helicopter for Multipurpose operations.*

Following the reliable, proven, legacy of the OH-58, TH-57, Bell 206 Jet Ranger, Bell 206 Long Ranger, and 407 aircraft, Bell has built more than 5,600 light single engine turbine helicopters. The Bell 505 is anticipated to have the same success. The Bell team stands ready to meet with the Chino Police Department to commence discussions on all supplies and services included in this proposal.



2 TECHNICAL DESCRIPTIONS

2.1 Bell 505 Helicopter Overview

The Bell 505's proven cyclic controls, adjustable pedals, and collective mounted engine control switches create an excellent solution for helicopter training. With dual-channel FADEC and fully integrated Garmin G1000H™ Glass Cockpit, the Bell 505 provides a pilot-friendly, modern cockpit design (Figure 1-1).

A first-in-class fully integrated Garmin G1000H NXi Integrated Avionics System delivers an unparalleled flying experience by greatly reducing pilot workload. The Garmin G1000H NXi flight deck, featuring dual 10.4-inch (26.4 cm) displays, provide critical flight information for crews at a glance, enhancing situational awareness and safety.



Figure 1-1. The Light Single Choice for Multipurpose Operations.
The high-performance Bell 505 is backed by Bell's top ranked customer support and is the optimal helicopter for multipurpose operations.

The aircraft is powered by the Safran Helicopter Engines (HE) Arrius 2R engine featuring a first-in-class, dual channel Full Authority Digital Engine Control (FADEC) engine control that delivers exceptional performance along with a maximum cruise speed of 125 kts (232 kph).

The Bell 505 offer customers great life cycle costs and a higher resale value than the competition. The Bell 505 also offers a flat floor and removable seats, which will allow customers to reconfigure the aircraft quickly for their needs and also use the aircraft for other purposes.

As a training helicopter, the Bell 505 prepares student pilots for other modern aircraft and more advanced models. It also offers wrap-around windows and a power situation indicator which greatly increase situational awareness during training and a high inertia rotor system provides students with excellent autorotation capabilities. The Bell 505 has a proven engine and rotor drive system common to the Bell 206, a widely used training aircraft. As a newly certified aircraft, students will be up to date with the latest standards.

2.2 Bell 505 Configuration

The basic Bell 505 comes standard with the following:

Airframe

- Hybrid composite / metallic structure with composite side panels and aft fuselage skins



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- Doors (three), one large hinged pilot and copilot door on LH and RH side, one hinged passenger door on the copilot side, copilot side doors open to unobstructed 55 inches (140 cm)
- Landing gear, tubular skid type with replaceable skid shoes (painted black)
- Lock for luggage compartment
- Baggage Compartment: 18 ft³, 250 lb (0.51 m³, 113 kg) capacity with one composite door on pilot side
- Aluminum alloy fuselage (over 240 ft³ [6.8 m³]) loading space
- Glass windshields
- Tail Skid (tail rotor guard)
- Tail boom, monocoque structure with vertical fin and fixed horizontal stabilizer
- Rupture Resistant Fuel Tank: 84.85 gallons (321 liters)
- Multiple paint schemes and color options available at config.bh.com

Integrated Avionics System with Garmin G100H NXi Suite

- Two 10.4-inch (26.4 cm) high resolution display units, providing Primary Flight Display (PFD) and Multi-Function Display (MFD) functionalities
- One audio control panel with clearance recording and Automatic Speech Recognition (ASR) capability
- One Mode S transponder with extended squitter, including Traffic Information Service (TIS), with ADS-B out capability
- One engine and airframe interface unit
- Flight Data Recording of standard aircraft and engine parameters
- Integrated Avionics Unit, consisting of a 16-watt VHF communication transceiver with 8.33 kHz spacing, VHF navigation, WAAS GPS navigation, and glideslope receiver
- One Air Data Attitude Heading Reference Unit (ADAHRS) with Outside Air Temperature (OAT) probe and Magnetometer Unit
- Integrated Engine Indication and Crew Alerting System (EICAS), including Power Situation Indicator (PSI) that provides an integrated display presentation of all critical engine parameters into a single indicator to present the power “margin” remaining
- Fuel flow indication with range ring display capability
- Electronic Standby Instrument System

Electrical

- Auxiliary power outlet (28 VDC System)
- External power and grounding receptacle
- Solid state voltage regulator
- Static Ports, Unheated
- Single LED landing light and dual LED taxi lights
- Single LED landing light and dual LED taxi lights
- Battery, 17 amp-hour Lithium Ion
- Starter-generator (165 ampere)
- Heated pitot tube
- LED lighting (interior/exterior)
- Lighted baggage compartment



Interior

- 5-place ICS allows audio access for all seats
- Cargo tie-downs in cabin and baggage compartment
- LED cabin lighting and crew lighting
- 5-place energy crash attenuating seats with 4-point shoulder harnesses
- Structural provisions for mounting of external hardware
- Fire extinguisher (Cockpit)
- Handholds for ingress/egress
- Cabin heater and defogger
- Decals and exit lighting/labels
- Bulkhead mounted passenger seats, foldable, quick disconnect
- Helmet hooks (Pilot & Copilot)
- First aid kit

Manuals (not included in empty weight)

- Garmin Pilot's Handbook (available electronically)
- Garmin Cockpit Reference Guide (available electronically)
- Aircraft maintenance manuals (aircraft maintenance manuals are available on ePubs located here: <https://www.bellflight.com>), Fault isolation manual, Wiring diagrams, Engine maintenance manual, Engine operating manual, Engine parts manual, Ground station software (aircraft data display)
- Operating manuals: Rotorcraft flight manual, aircraft logbook, engine logbook

Powerplant

- Safran HE Arrius 2R gas turbo-shaft engine with dual channel FADEC and automatic backup
- Automatic startup
- Interchangeable modules
- Engine data recording system (Automatic cycle and flight hour counting, stored in cockpit avionics system)
- Surge and flame-out protection
- Engine Inlet Barrier Filter

Rotors and Controls

- Main rotor, semi-rigid, two-bladed, teetering type with precone and underslung feathering axis. All metal blades that are moisture proof and epoxy encapsulated. Flap restraints.
- High visibility main rotor blades
- Adjustable pedals
- Cyclic mounted Intercom / Transmit Switch
- Tail rotor, semi-rigid, two-bladed, teetering type
- Hydraulic boost system (pump and reservoir module)
- Mechanical flight control linkages throughout
- Pilot's cyclic grip has provisions for optional equipment control



Transmission Drive System

- Soft mounted LIVE pylon isolation system
- Kaflex (non-lubricated) input drive shafts
- Freewheeling unit (between engine and main transmission)
- Oil Cooler
- Oil filter with replaceable type cartridge
- Main transmission 2 stage 15.22:1 planetary reduction
- Gearbox, tail rotor with 2.3:1 spiral bevel gear reduction
- Hydraulic pump (for cyclic and collective boost controls)
- Oil pump constant pressure

2.3 Accessory Kits

2.3.1 Dual Pilot Controls

The Dual Controls Kit (Figure 2-1) provides dual flight control capability either for operations requiring a two-man flight crew or for pilot training. The kit adds cyclic and collective sticks and anti-torque pedals for the left front seat. Similar to the main controls in appearance and relative position, they provide all the major functions as well as identical control "feel". The collective stick includes a fully functioning twist-trip throttle control. The directional pedals can be adjusted for leg length.



Figure 2-1. Bell 505 Dual Controls.

Since the instrument panel, radio pedestal, fire extinguisher, cockpit light are all centrally located and within easy sight and reach of both crew positions, there is no need to relocate anything in the cockpit. The quick disconnect feature means that the cyclic and collective sticks are rapidly removable without tools.

The installation of the litter kit requires the removal of the dual controls.

2.3.2 Rotor Brake

The Rotor Brake Kit incorporates a completely self-contained hydraulic system consisting of a rotor brake disk, dual brake assemblies, a master cylinder with an operating handle and hydraulic hoses and lines.

The brake disk is located on the driveshaft between the main rotor transmission input shaft and

the freewheeling unit. The rotor brake handle, located on the floor between the crew seats, can be operated by either the pilot or the copilot. When the rotor is stopped, the handle, shown in (Figure 2-2), can be turned 90° into the parking brake locked position. The rotor brake is normally applied at or below 38% rotor RPM.



Figure 2-2. Rotor Brake Handle in Cockpit.



2.3.3 Automatic Door Openers Pilot/Copilot Door

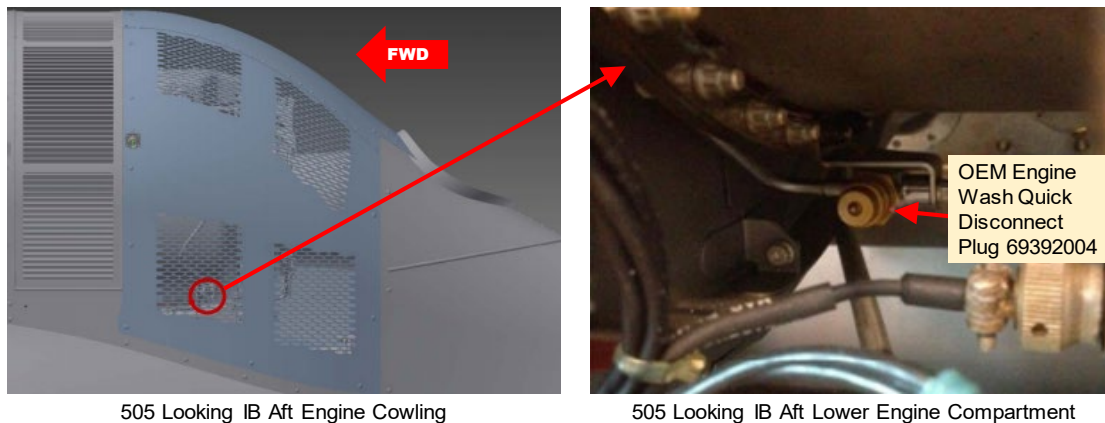
The Automatic Door Openers open the crew doors when the door latches are released. The sturdy gas cylinders are equipped with an exclusive feature that controls the rate of opening and prevents doors from traveling past normal open positions. This helps prevent damage to the doors and airframe when sudden wind gusts or rotor wash impinges on the door. The door openers also provide easy entrance and exit for the flight crew. The Bell 505 Door Opener Kit (Figure 2-3) can be procured for the left crew door, the right crew door or both crew doors. The two-door kit weighs 2.0 lb (0.9 kg).



Figure 2-3. Crew Door Opener.

2.3.4 Cowling Access Door

The Bell 505 Engine Wash Access Door (Figure 2-4) provides a convenient means to wash the engine without having to remove the aft engine cowling. The installation utilizes a hinged door with 1/4" fasteners.



505 Looking IB Aft Engine Cowling

505 Looking IB Aft Lower Engine Compartment

Figure 2-4. Crew Door Opener.



2.3.5 High Skid Gear (includes Flitestep)

The High Skid Gear kit provides an additional 6.5" (16.5 cm) of clearance over the standard gear. The additional clearance may be required for equipment installation and landing and operating in certain terrain. It is slightly longer and wider than standard gear as shown in Figure 2-5.

- A minimal reduction in speed due to increased drag.
- Not compatible with Emergency Floats
- Requires a Crew Step kit installed
- Extended fatigue life of the skid gear components
- Kit does not include 505 712 001 or 003 crew steps (order separately)

Flitestep are full length steps running from the forward to Aft cross tubes

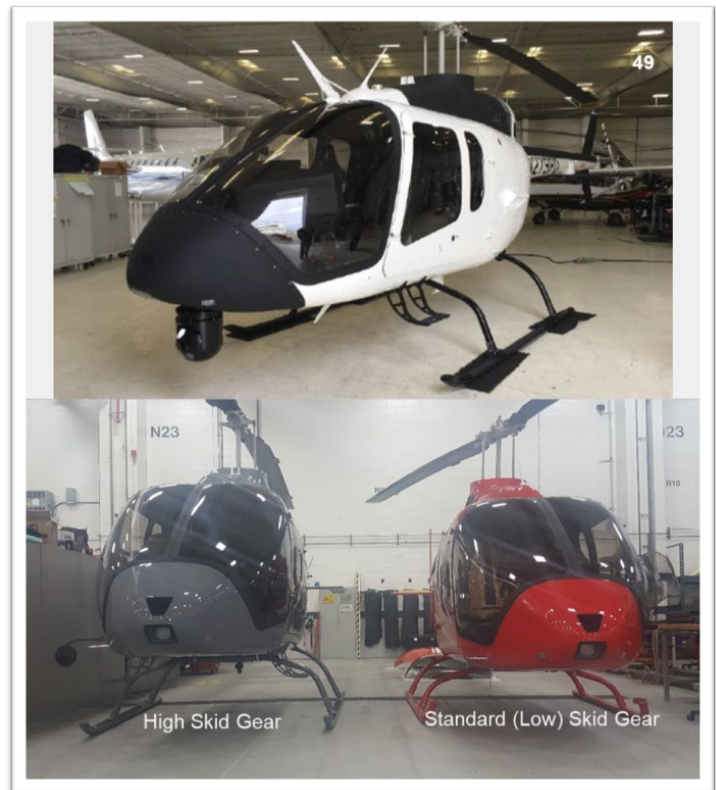


Figure 2-5 High Skid Gear (FliteStep not shown)

2.3.6 Baggage Door Kit – Left hand Side (AA)

The basic aircraft comes equipped with a single access to the baggage / cargo compartment, located on the right side of the fuselage. This kit adds an identical baggage door on the left side of the fuselage (Figure 2-6) allowing access from both sides of fuselage. To compliment this kit, an optional partition kit will be available to divide the compartment (LH/RH sides).

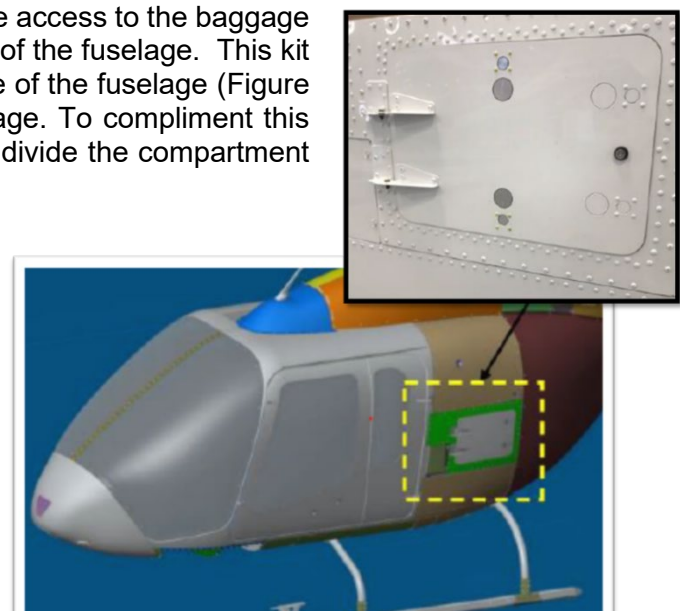


Figure 2-6 Baggage Door Kit.



2.3.7 Pre Flight Step / Handle Kit (AA)

This kit (Figure 2-7) offers handhold and footrest assist for pre-flighting the top of the aircraft.



Figure 2-7 Pre Flight Step / Handle Kit.

2.3.8 Tail Rotor Gearbox Cover

The configuration includes an Aeronautical Accessories (STC) non-metal composite Tail Rotor Gearbox Cover (Figure 2-8) that improves aesthetics and provides protection from the environment. Still provides easy access for pre-flights.



Figure 2-8. Tail Rotor Gearbox Cover.

2.3.9 Hard Point (Forward Location)

The Forward Hard Point (Figure 2-9) will accommodate any EO/IR sensor (Camera) weighing 65 pounds (29.5 kg) or less and is 15.2 inches (386 mm) or less in diameter and 18.0 inches (457.2 mm) or less in height.



Forward Location



Aft Location

Figure 2-9. Hard Points.

2.3.10 Hard Point (AFT Location)

The configuration includes a hard point on the Aft Fuselage for mounting a searchlight. The Aft Mount will accommodate any searchlight weighing 70 pounds (29.5 kg) or less and is 15.0 inches (381 mm) or less in diameter and 19.0 inches (482.6 mm) or less in height.



2.3.11 Wire Strike Protection System

The Wire Strike Protection System (WSPS) shown in (Figure 2-10), provides the added safety and a proven track record of saving lives and helicopter during wire strike incidents. It provides protection against inadvertent flight into horizontally strung mechanical, electrical transmission, and communication wires or cables.

The WSPS:

- Reduces the possibility of wires entering into the cockpit area and flight control damage during a wire strike
- Decreases the possibility of wires becoming entangled in the landing gear
- Is effective against multiple wire strikes
- Consists of upper cutter/deflector, a windshield deflector and lower cutter/deflector
- Each cutter is equipped with high tensile steel cutting blades



Figure 2-10. Wire Strike Protection System (WSPS) Kit.

2.3.12 Expanded Avionics Shelf (AA)

The configuration includes Aeronautical Accessories STC Expanded Avionics Shelf that provides a larger Avionics Shelf with a maximum shelf capacity of 100 lbs (45 kg) and is installed in lieu of the smaller Avionics Shelf (max capacity 25 lb/11.3 kg) when more mounting area or shelf capacity is needed. The shelf installs in the truss area utilizing eight truss mounting brackets.

2.3.13 Avionics Rain Shield Kit

The configuration includes the Aeronautical Accessories (STC) Avionics Rain Shield (Figure 2-11) divert water away from the avionics shelf and circuit breaker panels with water falling on the aircraft (storm or washing) while on the ground. Garmin systems, circuit breakers, and battery remain dry during DO-160G Section 10, Class R criteria testing on the aircraft. Compatible with the Bell 505 Avionics Shelf and 505 Expanded Avionics Shelf. Avionics Shelves can be easily accessed. Allows airflow keeping electronic components at reasonable temperatures. Does not reduce usable area on Avionics Shelves.

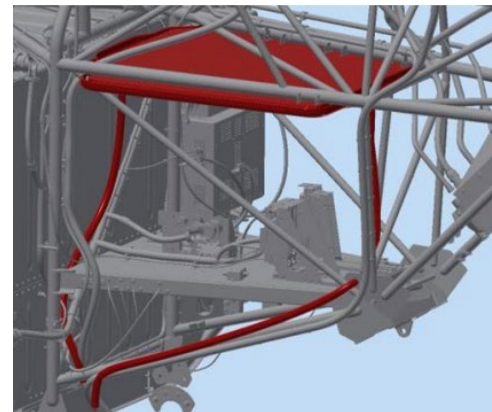


Figure 2-11. Avionics Rain Shield.

2.3.14 Solar Advantage Windshield, Clear (Pilot & Co-pilot)

Windshields with UV and Glare reduction. Heat load reduction as much as 20 degrees with current inexpensive technology. Protection of the interior equipment from the damaging UV and high heat build-up in the cockpit. Additionally, this would assist the climate control and greenhouse effects experienced in the cabin.



2.3.15 Avionics Upgrade

The Garmin HTAWS, Synthetic Vision and GTS-800 TAS further enhance the exceptional situational awareness provided by the Garmin glass cockpit includes software activation of the Helicopter Terrain Avoidance and Warning System (HTAWS) and the Helicopter Synthetic Vision Technology (HSVT) within the G1000H™ GXi flight deck. It also includes the installation a Garmin GTS-800 Traffic Awareness System (TAS).

The HTAWS offers “forward looking” terrain and obstacle avoidance (FLTA) capability to alert, in advance, where potential hazards may exist. In addition to terrain and obstacle alerting, Garmin’s HTAWS system also features voice callouts, or VCOs, which audibly announce the helicopter’s height above terrain when descending below 500 feet. VCO altitude callouts operate in all HTAWS modes, and Garmin’s technology allows you to select multiple callouts, in one hundred-foot intervals, descending from 500 down to 100 feet. The radar altimeter couples with the HTAWS to provide better situational awareness within 500 feet of the ground.

The Garmin Synthetic Vision System (SVS) software in the G1000H™ GXi integrated avionics suite. Garmin’s Synthetic Vision Technology (SVT) presents a three-dimensional depiction of terrain, obstacles and traffic on the G1000H™ GXi PFD so that the display replicates what a pilot would see outside the cockpit on a clear day. This brings an unprecedented level of situational awareness to the pilot especially when flying in conditions of reduced visibility or darkness. This results in enhanced safety and reduced pilot workload.

Garmin’s SVT seamlessly blends information about the aircraft position with topographical databases to create and display real-time 3D images. SVT presents the necessary information in ways that are easy to understand. Land, water and sky are clearly differentiated with shading and textures that are like the topographical colors found on the multi-function display (MFD) moving map. SVT works seamlessly to alert pilots of potential ground hazards by displaying terrain and obstacles that pose a threat to the aircraft with appropriate TAWS alert coloring.

Pilots will also appreciate SVT’s pathways, or Highway-In-The-Sky (HITS) guidance. Depicted as 3D “flying rectangles”, pathway guidance symbols help pilots stay on course when flying en route legs, VNAV legs, GPS/WAAS vertical approach procedures, ILS approach procedures, and arrival and departure procedures. When on an ILS approach, pilots will take advantage of Garmin’s patent-pending system whereby SVT relies on ILS signals to position the pathway. Therefore, when pilots fly through the SVT boxes on an ILS approach, they will automatically fly the precision glideslope. Pathways may be enabled or disabled via a PFD softkey.



The Garmin GTS-800 TAS provides expanded traffic alerts through both active and passive surveillance capabilities, and the ability to process 1090 MHz ADS-B extended squitter from other aircraft. The GTS-800 TAS System replaces the standard configuration TIS (Traffic Information System), using active interrogation of Mode S and Mode C transponders to provide Traffic Advisories to the pilot independent of the air traffic control system.

2.3.16 Emergency Locator Transmitter

The E-04 121.5/406 MHz Emergency Locator Transmitter (ELT), shown in (Figure 2-12), is designed for use in general and commercial aviation aircraft. Older generation ELTs were very limited in their ability to rapidly locate and identify a downed aircraft. Often it took several passes of the orbiting satellites to get an approximate fix on a downed aircraft. The older generation ELTs gave rescuers no information on type of aircraft, owner / operator, or contact information. Location accuracy with older generation ELTs was limited to about a 15 to 20-mile radius and could take several hours to provide accurate location data. The new generation 406 MHz ELTs provide much better, and faster location accuracy. For new generation 406 MHz ELTs without GPS position information, the average time to process, and identify the aircraft location is one (1) to two (2) hours, with a search radius of about two (2) miles or less. The model E-04 ELT is interfaced to the Garmin G1000H™ GPS. With GPS information, the time to locate the aircraft position is 10 minutes or less, with an accuracy of about 300 feet.

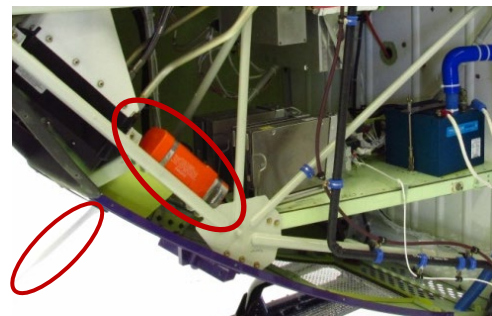
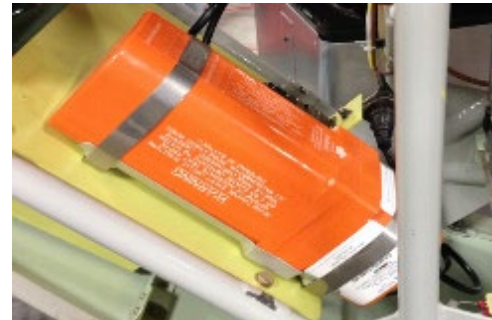


Figure 2-12. Emergency Locator Transmitter and Antenna.

2.3.17 Radar Altimeter - Garmin GRA55

The Garmin GRA-55 radar altimeter's digital signal processing technology can intelligently process hundreds of altitude readings every second and filter out anomalies, smooth altitude tracking and crosscheck data and system integrity. These benefits combine to provide a smooth



Figure 2-13. Garmin GRA 55 Radar Altimeter.

and consistent readout of the altitude Above Ground Level (AGL). The GRA 55 (Figure 2-13) is designed to work in a multitude of environments, allowing you to go from rough terrain to tree canopies, sand to choppy water and know exactly how much room you have to maneuver. The GRA 55's self-testing technology continuously monitors incoming data and system integrity to help assure that the altitude provided is accurate, even in low-visibility conditions. In most installations, this self-testing technology eliminates the need for the pilot to interact with the GRA 55 in any way.



2.3.18 Second VHF Comm - Garmin GTR 225B

The configuration includes the installation of a Garmin GTR 225 VHF-AM Radio, pictured in (Figure 2-14). Installation of the GTR 225 provides a 16-Watt back-up VHF radio in case the VHF radio provided by the G1000H™ GXI Flight Deck becomes inoperative.

The GTR 225 is available with 25 kHz frequency channel spacing and 8.33 kHz channel spacing. In addition to traditional communication features, the GTR 225 incorporates several functions that save time and effort. It comes with an airport identifier that will automatically find an airport frequency based on a built-in, updateable database. When coupled with the G1000H™ GXi GPS source, you can also view the facility name and type when tuned to a valid station. The GTR 225 also allows you to store and recall commonly used or recently used frequencies by an assigned name. All information is displayed prominently on the device's large sunlight-readable LCD display.



Figure 2-14. Garmin GTR 225.

With its standby frequency-monitoring feature, the GTR 225 gives you the ability to listen to ATIS while monitoring Air Traffic Control. Swapping your active and standby frequencies is done with a single touch of a button. No longer will you have to worry about missing an ATC call or other critical transmission. You can also use the built-in timer to assist with approaches, holds and other assigned maneuvers.

2.3.19 Pilot and Co-Pilot Foot Switch ICS/XMIT

The configuration includes a Pilot and Co-pilot Foot Switch (Figure 2-15) allowing the person located in the copilot seat to operate the ICS system with their right foot. The foot switch is attached to the left-hand side of the center pedestal within the copilot's foot well. The original switch on the copilot's cyclic stick also remains active.



Figure 2-15. Pilot & Copilot Foot Switch.

2.3.20 Air Conditioning System



Figure 2-16. Air Conditioning Vents.

The configuration includes the installation of an Air Conditioning System Kit (Figure 2-16). This Kit contains a tail rotor driveshaft driven compressor, a condenser assembly, dual evaporator assemblies, roof mounted controls and the associated ducting, tubing and wiring.



2.3.21 Seats - Premium Interior (Two Tone Gray Leather)

Premium seats include leather crew (2) and passenger seats (3) in two tone gray leather (also available in black or two-tone tan upholstery (Figure 2-17). The premium seats are equipped with a two-inch, padded leather headrest. The coordinated padding above the door and on center post in cabin is color-coordinated to match.



Figure 2-17. Two-tone Gray Leather Premium Interior.

2.3.22 Headliner Kit (Black)



Figure 2-18. Headliner Kit (Black).

The configuration includes a headliner (Figure 2-18) within the crew and passenger cabin areas in black, improving the appearance of the interior, concealing exposed hardware and the center channel. This customized kit is manufactured and certified STC by Aeronautical Accessories.

2.3.23 Ground Handling Wheels (High Skid Gear or Float Skid Gear)

The ground handling wheels are made by Brackett.

Part number BDW-206LR, are designed for skid gears where the ground handling lugs are located on the top surface of the skid tubes (505 High and Float gears, simulate to the Bell 206 and 407)

The Ground Handling Carrier Bracket (Qty 2) is required to allow these wheels to carry the standard (low) skid gears.

2.3.24 Operator Accessory Package

The Bell 505's Operator Accessory Package includes:

- Main Rotor Tie Down, permits securing of the main rotor blades while parked.
- Pitot Tube Cover, protects the pitot tube from foreign object damage while parked.
- Tail Rotor Tie Down, permits securing of the tail rotor blades while parked.
- Exhaust Cover Assembly, protects the engine exhaust from foreign object damage while parked. (Figure 2-19),



Figure 2-19. Engine Inlet/Exhaust Cover.

IBF Cover Assembly, protects the inlet barrier filter from foreign object damage while parked.



2.3.25 Transponder, Garmin GTX-345R

The installation of a Garmin Transponder GTX 345R, Figure 1-72, provides “Weather radar” type display without having a weather radar displays on HSI or MFD. Supports ADS-B In benefits, including traffic and subscription-free weather. FIS-B weather products include: NEXRAD, METARs, TAFs, PIREPs, winds and temperatures aloft, NOTAMs, AIRMETs and SIGMETs.



Figure 1-2. The Garmin Transponder GTX 345R replaces the Standard 505 GTX 335R Transponder.

It also includes XM available in North America, Worldwide weather possible with additional hardware, Multi-Panel MFD capability for pilot selectable display of 2 simultaneous page views on the MFD, show both Navigation Map Page and the Active Flight Plan Page and Moving Map Display on HIS. The WireAware (wire-strike avoidance technology), WireAware graphically overlays comprehensive power line location and altitude information right on the moving map page for the U.S. as well as some locations in both Canada and Mexico. Visual approach generates a three-degree vertical path from the threshold of the runway down to pilot-selectable minimums

2.4 Customizing

2.4.1 Custom Paint Scheme

The configuration includes a custom exterior paint scheme. A rendering of the exterior paint and markings will be provided at a design review after contract award. Paint samples will also be provided for review. Rendering approval by the customer is obtained prior to starting aircraft modifications.

2.4.2 Cabin & Cockpit Coin Mat Flooring

A Lon-Coin vinyl liner which makes the no-slip floor easy to clean may be installed.

2.5 Certification, Inspection, & Acceptance

2.5.1 Annual Inspections

If required, the Annual Inspection will be performed.

2.5.2 Inspection & Acceptance at Pinely Flats

2.5.3 Certification

2.5.4 Certification Engineering – Follow on AC

Bell is required to certify every individual configuration ensuring all FAA regulations are met and documented.



2.5.5 Expoert C of A (if required)

2.6 Warranty

2.6.1 Bell Standard Warranty – 3 Years/1000 Hours

2.7 Training

2.7.1 Complimentary Training

2.7.1.1 Complimentary 505 Pilot Ground and Flight

2.7.2 Additional Training

2.7.2.1 505 Ground and Flight Initial

2.7.2.2 505 Ground and Flight Refresher

2.7.2.3 505 B2 Integrated Avionics – 2 Weeks

2.7.2.4 505 B1.3 Field Maintenance – 2 Weeks

2.8 Optional Accessory Kits

2.8.1 Air Conditioning System – 3rd Evaporator

A Third (3rd) Evaporator added to the original 2 Evaporator Air Conditional System. Increases output from 14,000 BTU to 21,000 BTU. The evaporator is located in front of the Pilot's feet.

2.8.2 Adjustable Crew Seat tracks L/H (2.8" adjustment)

2.8.3 Adjustable Crew Seat tracks R/H (2.8" adjustment)

2.8.4 Sliding Windows (Pilot & Co-Pilot)

The sliding windows on the crew doors as shown in Figure 1-73. The sliding windows slides Forward and Aft using an attached handle providing additional airflow through the cockpit and cabin.



Figure 1-3. Sliding Windows on Pilot and Copilot Doors.



3 AFTERMARKET SUPPORT

Bell provides the Chino Police Department serviceable Bell 505 aircraft with the necessary training for technicians and flight crews to fully maintain and service their helicopters. This is accomplished through the Bell Training Academy (BTA) and the field support offered through our Customer Service Engineers (CSEs). The Bell CSEs have the entire team of Bell's Customer Support and Services behind them to provide support needed to accomplish your multi-mission requirements. Bell gives the Chino Police Department the needed support to have qualified technicians and flight crews, to reduce helicopter downtime, to ensure spare parts availability, to provide highly trained field representatives as required, and to offer the best warranty in the industry.

3.1 Support Philosophy

Every helicopter requires regular service, but no other manufacturer can consistently match the level of service and support provided by Bell. Bell offers a proven, cost effective multi-mission helicopter platform, supported by an existing worldwide commercial support network. This network provides the maintenance and logistics support.

3.1.1 Worldwide Support Network

Bell has established a worldwide network of supply centers and Customer Service Facilities to position parts closer to customer locations for quick and responsive service and coordination. Bell's policy of maintaining a complete inventory of spare parts on hand is designed to maximize spares availability for our customers. Routine spares orders are shipped out within seven days, and 92% of AOG (Aircraft on the Ground) requests are shipped within 48 hours.

Bell has manufactured and delivered over 35,000 helicopters and provides support for the commercial fleet through our supply centers.

- The central supply center located in Fort Worth, Texas maintains an inventory of over 60,000 line items and plays a vital role in supplying the customer with spare parts, special tools and ground support equipment.
- The Amsterdam Supply Center in The Netherlands stocks over 12,500 line items.
- The Calgary Supply Center in Calgary, Canada, stocks 6,000 line items.
- The Bell Asia Supply Center, located in Singapore, has 7,500 line items.

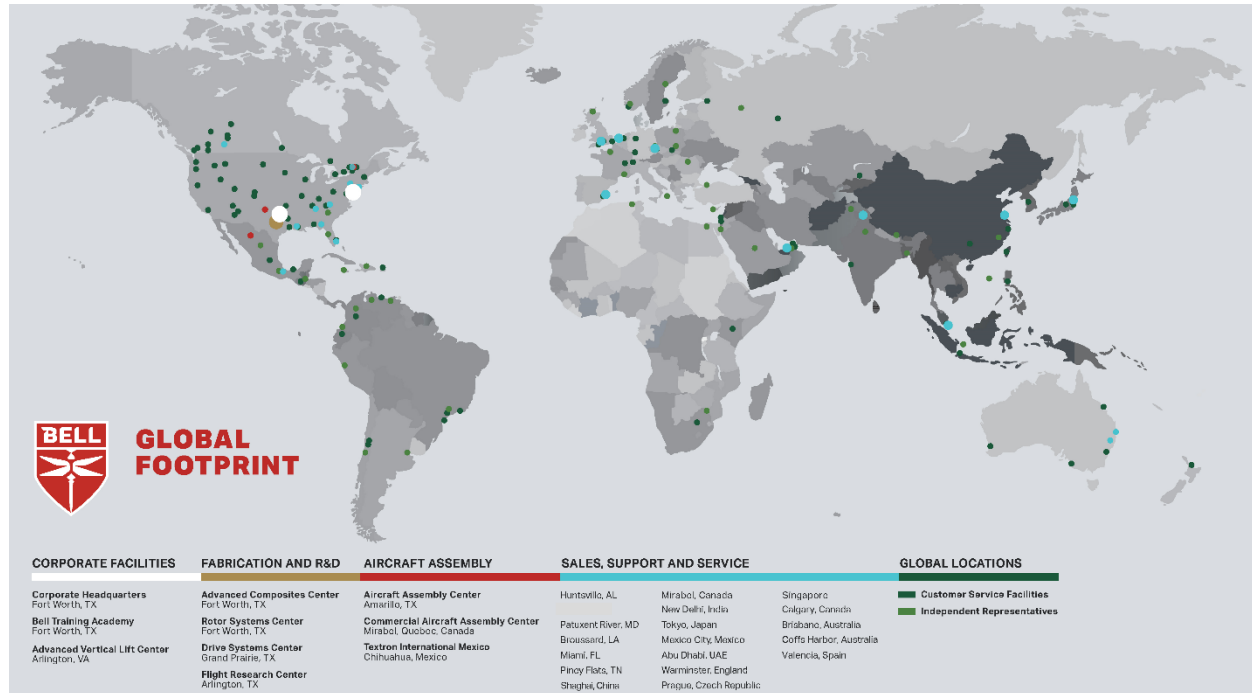


Figure 3-1. Bell’s Worldwide Distribution Centers. *Bell has the supply capability to support the needs of Chino Police Department.*

3.1.2 Regional Support

3.1.2.1 Broussard Support Facility

Bell Broussard (BLA), in Louisiana, is an ISO 9001 and AS9100 certified organization and has been granted Bell direct ship authority. It holds repair station approval from Bell, FAA and EASA. The facility is approximately 28,000 sq. ft. and is equipped with autoclaves, paint booths a metal process line and a clean room.

Products and Services: Bell Broussard’s precise and unique conformity process allows customers to purchase products that fit their aircraft. Whether they purchase one vertical fin or 50, consistency is proven and closely monitored.



Services that BLA provides (Figure 4-2) include:

- Manufacturing
 - Customized Composite Panels
 - Bell Direct Ship Authority
 - Bell Build-to-Print
- Panel Overhaul
- Repair
- Additional Services
 - Piece Parts
 - Autoclave Services

Quality practices include:

- Destructive & Non-Destructive Testing
- Chemical Testing
- Process Control Inspections
- Conformity Process

Customers of BLA products and services include:

- MRO Facilities and Completion Centers
- Civil Government / Parapublic / EMS Operators
- Fleet and Individual Operators
- Parts Distributors and Brokers
- Bell Customer Service Facilities
- Bell Supply Centers and Production Line



Customized Tail Cone



Repair Services

Figure 4-2. Bell Broussard Manufacturing Services.



3.1.2.2 Piney Flats Service Center

Bell's service center in Piney Flats, Tennessee (Figure 4-5) provides a trusted, cost-competitive solution for customers looking to service or upgrade their Bell aircraft. Renovated in 2016, the facility increased capacity and improved efficiencies. As a top completion and delivery center, we customize and deliver more than 200 aircraft per year in addition to providing maintenance, repair and overhaul services. Piney Flats is also home to the Bell brand: Aeronautical Accessories - an industry leader that houses and distributes parts for Bell, Sikorsky, Airbus, Robinson, Leonardo and MD Helicopters.

- More than 40 years of supporting helicopter operations
- 150,000 square foot facility
- 98% on-time completions
- Comprehensive services 24/7/365
- 41-acre adjacent airfield



Figure 4-3. Bell Piney Flats Service Center.

The facility supports helicopter owners in the southeast United States and beyond. Customer aircraft are in good hands with Bell Piney Flats OEM-trained and experienced repair technicians. Additionally, on-site support for robust warranty protection as well as Customer Advantage Plan is available. Service capabilities include:

- Engineering Services
- Aircraft Customizing
- Aircraft Refurbishment
- Maintenance, Repair & Overhaul
- Upgrades & Mods-Installation
- Paint Service
- STC & Kit Installation
- Non-Destructive Test (NDT)

Component Repair and Overhaul capabilities include expanded repairs, transmissions, dynamic components, window replacement, and avionics. These services are also supported by Able Aerospace Services. The facility's technical capabilities include approved field maintenance for all Bells, FAA and EASA Part 145 repair station, and ISO 9001:2008 certification. Bell Piney Flats is exceptional in aftermarket customer support and will provide you with consistent, top quality results.



3.1.3 Additional Support Services

In support of its worldwide commercial fleet, Bell provides customer support through the Customer Service Engineer (CSE), Product Support Engineer (PSE), Customer Service Facilities (CSFs) networks and Authorized Maintenance Centers (AMC).

Customer Service Engineer (CSE): Bell has a network of regional Customer Service Engineers (CSE) who provide technical support to the customer which includes advice on trouble shooting and proper maintenance procedures. While not dedicated to a specific customer, these CSEs make periodic visits to the customer locations and are available via cell phone and email when needed. They are also available to support aircraft arrivals and reassembly in-country.

Product Support Engineer (PSE): Bell will make available over the phone and by email a team of Product Support Engineers (PSE) which can provide technical support and trouble shooting. The PSE team has specialist engineers responsible for each helicopter model and each system and can provide advice and technical support when needed.

Customer Service Facilities (CSF): and Authorized Maintenance Centers (AMC): Bell’s authorized network are privately owned maintenance and logistics operators located worldwide that ensure availability of Bell authorized helicopter maintenance services to every Bell operator. These repair and maintenance facilities are staffed by Bell factory trained mechanics and technicians. They maintain a stock of genuine Bell spare parts, special tools, and technical manuals. Consequently, they are well equipped facilities to perform service, maintenance and repairs for customer aircraft.

The Bell authorized network is “Bell Approved” meaning that each has made significant investments in facilities, inventory, tooling, training and insurance creating the foundation for delivering superior levels of service quality, technical support and safety. Bell ensures that each CSF has:

- Factory trained maintenance technicians
- Guaranteed parts inventory on hand to service aircraft
- The training and expertise to process Bell warranty claims
- Insurance to cover customer aircraft while at their facility
- The latest technical and safety information on hand
- High standards of quality, professionalism and safety

With unmatched service and support, the Bell CSF network is a true differentiator in the maintenance and overhaul provider market.

3.2 Spares, Special Tools & Ground Support Equipment Requirements

Bell provides an initial 2-year listing of recommended Spares, Special Tools and Ground Support Equipment (GSE) based on 300 flight hours per year per aircraft stationed at one base of operation for all repairs and services. Bell will ship parts Carriage Insurance Paid (CIP INCOTERMS 2010) to the designated facility.

Priority	Description
----------	-------------



3.2.1 Orders Priority

Our order processing system allows us to meet the specific requirements of each customer for spare parts delivery. Bell responds to customer’s needs for spare parts using three priority codes, described in Figure 3-4. This categorized ordering process enables the customer to maintain a high rate of operational readiness to carry out missions when required.

The goal has always been to provide premier service and strategically improve our inventory availability. We work to improve our processes to improve our fill rate. Having the parts available when you need them is the only way you can meet your operational needs. Currently, Bell is maintaining a 92% fill rate within 48 hours and works continuously to improve. For AOG orders we respond by shipping all on-hand parts to the customers within 24 hours of the day the order is received.

Routine Orders	Orders are normally filled within 7 days; often less than 4 days, when parts are in stock. Over 90% of routine orders are filled within 5 days.
Expedite	This priority code is applied when work cannot continue without the specific part. Normally, parts ordered with this priority supply a known need date.
Aircraft on Ground (AOG)	This code is for helicopters grounded for one or more parts. They are tied to a specific helicopter serial number. Over 90% of AOG orders are filled within 2 days.

Figure 3-4. Order Priority. Bell prioritizes and responds to customer needs based upon a sense of urgency to keep aircraft operationally available.

3.2.2 Web-based Order Fulfilment

Bell’s reputation for innovation extends to its revolutionary customer service system – MyBell. As a fully integrated, automated online management system, MyBell provides instant, real-time access for our customers around the world via the Web. Using the customer’s email and password, customers can log into MyBell 24/7/365. MyBell enables all customers to:

- Quickly check parts availability and prices
- Examine and process warranty claims
- Check purchase order status
- Monitor airway bill information
- View account information
- View technical bulletins and technical publications
- Register with the Bell Training Academy
- Submit questions directly to the Bell team

3.3 Technical Publications

Technical publications for the helicopter and engines are provided via online. The technical publications are complimentary during the warranty period. Following the warranty period, a one-year subscription is available for an additional charge per type/model/series. This provides unlimited users per model during the subscription year. All technical publications will be in English language

Flight Manuals: Upon aircraft delivery, Bell will provide free electronic access to Flight Manual publications. Flight Manual publications consists of a Flight Manual (FM), Flight Manual Supplement (FMS) and an Integrated Avionics Manual (IAM) as applicable.



Maintenance Manuals: Also upon delivery, every customer will be granted free electronic access to maintenance publications and revision services via <https://mybell.com>.

Bulletins: All applicable Bell technical bulletins, alert service bulletins, and service instructions will be provided in electronic/printable format from two different websites (www.bellcustomer.com and <https://mybell.com>) with notification services.

Engine Manuals: Safran will provide one (1) set of electronic publications. Each set of publications consists of a Maintenance Manual, Illustrated Parts Catalogue, and Service Bulletin Index. Revision services are provided by Safran free of charge for a period of two (2) years following aircraft delivery. Any associated charges for revision services beyond two (2) years shall be the responsibility of the customer.

3.4 CAMP for Helicopters

Each helicopter comes with an initial subscription to the CAMP Maintenance Tracking Service for Helicopters in the form of the powerful CAMP MTX service. For over 45 years, CAMP has provided the business aircraft industry's leading Aircraft Maintenance and Compliance Management solution.

CAMP MTX is renowned for reliability, technologically advanced software and value protection. MTX now has additional features which make it the ideal choice for helicopters. These include automatic formula-based penalty and RIN calculations, and enhanced flight log tracking. In addition, CAMP has added a dedicated team of helicopter analysts, field service personnel, and general operational staff ready to provide direct support to our helicopter operators.

A one-year subscription to CAMP is provided with each helicopter delivered. Renewal subscription service is available through sales@campsystems.com.

3.5 Commercial Warranty

Bell offers a new helicopter warranty and spares warranty summarized below as part of the purchase price. Engine warranty will be provided by Safran.

Three Years / 1,000 Hours Non-Prorated: Bell warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1,000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Spare Parts Warranty: Bell warrants each new helicopter part or helicopter part reconditioned by Seller to be free from defect in material and workmanship under normal use and service and if installed on Bells for up to 1,000 hours of operation, one (1) year from date of installation, or two (2) years from date of shipment by Seller, whichever occurs first. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Safran Engine Warranty: New engines are provided with an operational warranty of 24 months or 1,000 flying hours for new equipment installed on the helicopter airframe at aircraft delivery



and for spare engines or modules. Twelve months or 1,000 flying hours for spare accessories and twelve months for spare parts and tools.

3.6 Customer Advantage Plans (CAP)

Bell offers Customer Advantage Plans (CAP) which safeguard a customer's investment and provide cost predictability for the operation of your aircraft. With CAP, customers will be able to anticipate maintenance cost based on annual flight hours. CAP spreads scheduled maintenance costs over time and provides warranty extension coverage for unscheduled events. The CAP plan eliminates the year to year budgeting uncertainty by providing customers with an annual CAP rate for every flight hour flown.

Bell has two straight-forward Customer Advantage Plan options: Standard and Premier Plans. For new aircraft purchases, Bell standard warranty terms and conditions will apply. Technical publication subscriptions remain complimentary during the CAP contract period of performance. Certain conditions and exclusions may apply.

CAP features and benefits include:

- Nose-to-tail coverage of standard, basic aircraft, configuration parts
- Premier access to a rotatable parts pool
- Complete direct maintenance cost protection
- Transferable upon aircraft resale
- Improved financing terms when applicable
- Streamlined budgeting

Standard: The standard plan is designed for customers who will have lower aircraft utilization. The Standard plan covers your aircraft for up to 2,000 hours or 5 years, whichever comes first, and is transferable within the contract period but is non-renewable past the 5-year term.

Premier: The Premier plan is designed for customers who will have high aircraft utilization and plan to reach the major overhaul events on the aircraft. The Premier plan includes costs of scheduled overhauls into the hourly rate while also giving the customer complete coverage for any unscheduled events that may occur. The plan is transferable in the event the aircraft is sold, and there are no maximum flight hours for the Premier plan.

CAP Coverage: CAP provides complete aircraft coverage for the basic aircraft. CAP coverage only applies to the original configuration of the subject helicopter as it is delivered new by Bell, and to those parts supplied by Bell through the CAP program. Optional kits and customization parts may be included for an additional fee.

Exclusions: Excluded items and services include:

- Consumables and items priced less than \$250
- Freight and shipping for parts being sent to Bell for repair
- Tariffs or import duties
- Operator induced damage (abuse)
- Issues resulting from improper maintenance
- Corrosion and erosion



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- Standard paint and interior trim after the standard warranty
- Accessory kits and customizing parts – Unless optionally covered
- Engines – A separate plan may be available directly from the manufacturer. Please contact your engine OEM for more details.



4 PRICING

Bell has developed a firm fixed price proposal for Chino Police Department for 1xBell 505 helicopter, Accessory Kits, Customizing Equipment, Spare Parts, Special Tools, Ground Support Equipment and Support Services. The pricing assumes an executed contract no later than 30 September 2024. All pricing is contingent on mutually agreed upon contract terms and the conditions and assumptions set forth in Section 4.4. All pricing shall remain valid until 8 November 2024.

4.1 Program Pricing Summary

4.1.1 Pricing Summary

Figure 4-1 provides the firm fixed Program Pricing Summary for the Chino Police Department Bell 505 helicopter program. Prices are based on contract award no later than (NLT) 30 September 2024 and aircraft deliveries as set forth in Section 4.1.2. All prices are stated in U.S. Dollars (USD) and are contingent upon the pricing conditions and assumptions set forth in Section 4.4.

Program Pricing Summary				
Item No.	Description	Qty	Unit Price	Total Price
0001	Bell 505 Helicopter	1	\$1,735,000.00	\$1,735,000.00
0002	Accessory Kits	1	\$415,000.00	\$415,000.00
0003	Customizing Equipment (includes Certification Engineering)	1	\$56,806.00	\$56,806.00
	Management Discount	1	(\$66,921.00)	(\$66,921.00)
	Helicopter Subtotal			\$2,139,885.00
0004	Optional Accessory Kits	1	\$59,700.00	\$59,700.00
0005	Inspection and Acceptance	1	-	-
0006	Standard Warranty	1	-	-
0007	Spare Parts, Special Tools and Ground Support Equipment	1	See Appendix B	See Appendix B
0008	Technical Publications	1	-	-
0009	Training Program	1	\$26,700.00	\$26,700.00

Figure 4-1. Program Summary Pricing, U.S. Dollars.

4.1.2 Notional Delivery Schedule

Delivery Schedule		
S/N	Contract Award (No Later Than (NLT))	Final Delivery to Chino Police Department
Bell 505 #1	30 September 2024	30 March 2025



Figure 4-2. Notional Delivery Schedule.

4.2 Line Item Pricing

4.2.1 Basic Helicopter (Item # 0001)

The firm fixed pricing for the basic Bell 505 helicopter is provided in 3. All items listed in Figure 4-3 are included in the cost of the basic Bell 505 helicopter and are not individually priced.

Basic Helicopter Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0001	Basic Helicopter			
0001A	Basic Bell 505 Helicopter	1	\$1,735,000.00	\$1,735,000.00
	Basic Helicopter Total			\$1,735,000.00

Figure 4-3. Basic Helicopter Pricing.

4.2.2 Accessory Kits (Item # 0002)

Accessory kits line-item pricing is provided in Figure 4-4. Accessory kits can be tailored to meet the specific mission requirements of the Chino Police Department as defined during contract negotiations. Any changes to the accessory kits as listed may result in a change in price and delivery schedule.

Accessory Kits Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0002	Accessory Kits			
0002A	Dual Pilot Controls	1	\$15,400.00	\$15,400.00
0002B	Rotor Brake	1	\$17,700.00	\$17,700.00
0002C	Automatic Door Openers for Co-Pilot Door	1	\$3,700.00	\$3,700.00
0002D	Automatic Door Openers for Pilot Door	1	\$3,700.00	\$3,700.00
0002E	Cowling Access Door	1	\$5,100.00	\$5,100.00
0002F	High Skid Gear (includes Flitestep)	1	\$12,800.00	\$12,800.00
0002G	Baggage Door Kit - Left Hand Side (AA)	1	\$12,900.00	\$12,900.00
0002H	Pre Flight Step / Handle Kit (AA)	1	\$7,300.00	\$7,300.00
0002J	Tail Rotor Gearbox Cover	1	\$13,800.00	\$13,800.00
0002K	Hard Point (Forward Location)	1	\$24,600.00	\$24,600.00
0002L	Hard Point (AFT Location)	1	\$10,900.00	\$10,900.00
0002M	Wire Strike Protection System	1	\$27,200.00	\$27,200.00
0002N	Expanded Avionics Shelf (AA)	1	\$14,900.00	\$14,900.00
0002P	Avionics Rain Shield Kit	1	\$5,900.00	\$5,900.00
0002Q	Solar Advantage Windshield, Clear (Pilot & Co-pilot)	1	\$15,400.00	\$15,400.00



Accessory Kits Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0002R	Avionics Upgrade	1	\$56,600.00	\$56,600.00
0002S	Emergency Locator Transmitter	1	\$7,700.00	\$7,700.00
0002T	Radar Altimeter - Garmin GRA55	1	\$16,900.00	\$16,900.00
0002U	Second VHF Comm - Garmin GTR 225B	1	\$15,600.00	\$15,600.00
0002V	Pilot & Co-Pilot Foot Switch ICS/XMIT	1	\$9,000.00	\$9,000.00
0002W	Air Conditioning System	1	\$88,300.00	\$88,300.00
0002X	Seats - Premium Interior (Two Tone Gray Leather)	1	\$15,200.00	\$15,200.00
0002Y	Headliner Kit (Black)	1	\$3,400.00	\$3,400.00
0002Z	Ground Handling Wheels (High Skid Gear or Float Skid Gear)	1	\$3,000.00	\$3,000.00
0002AA	Operator Accessory Package	1	\$900.00	\$900.00
00002BB	Transponder GTX 345R	1	\$7,100.00	\$7,100.00
Accessory Kits Total				\$415,000.00

Figure 4-4. Accessory Kit Pricing.

4.2.3 Customizing Equipment (Item # 0003)

Line-item pricing for customizing equipment is provided in Figure 4-. Customizing equipment can be tailored to meet the specific mission requirements of the Chino Police Department as defined during contract negotiations. Any changes to the customizing equipment as listed may result in a change in price and delivery schedule.

Customizing Equipment Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0003	Customizing Equipment			
0003A	Custom Paint scheme - (Registration Number Painted)	1	\$51,691.00	\$51,691.00
0003B	Cabin & Cockpit Coin Mat Flooring	1	\$5,115.00	\$5,115.00
Customizing Equipment Total				\$56,806.00

Figure 4-5. Customizing Equipment Pricing.

4.2.4 Optional Accessory Kits (Item # 0004)

Accessory kits line-item pricing is provided in Figure 4-66. Accessory kits can be tailored to meet the specific mission requirements of the Chino Police Department as defined during contract negotiations. Any changes to the accessory kits as listed may result in a change in price and delivery schedule.



Optional Accessory Kits Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0004	Optional Accessory Kits			
0004A	Air Conditioning System - 3rd Evaporator	1	\$34,200.00	\$34,200.00
0004B	Adjustable Crew Seat Tracks L/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
0004C	Adjustable Crew Seat Tracks R/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
0004D	Sliding Windows (Pilot & Co-Pilot)	1	\$9,700.00	\$9,700.00
	Optional Accessory Kits Total			\$59,700.00

Figure 4-6. Optional Accessory Kit Pricing.

4.2.5 Inspection and Acceptance (Item # 0005)

Figure 4-7 provides pricing for the inspection and acceptance of the aircraft. Technical Inspection and factory acceptance of the aircraft will be conducted at the Bell Piney Flats facility by the Chino Police Department's designated representatives. As part of the acceptance a test flight will be conducted with a Chino Police Department designated pilot, with a Bell pilot as the Pilot-in-Command (PIC). Upon the satisfactory completion of Acceptance, the Chino Police Department designated representatives will execute a certificate of Acceptance. Upon receipt of the accepted balance of payment, the title of the aircraft will be transferred.

Inspection, Acceptance, and Ferry Flight				
Item No.	Description	Qty	Unit Price	Total Price
0005	Inspection and Acceptance			
0005A	Technical Inspection and Factory Acceptance	1	\$0.00	\$0.00

Figure 4-7. Inspection, Acceptance, and Bell Pilot in Command Ferry Flight Pricing.

4.2.6 Warranty (Item # 0006)

Figure 4-8 provides an overview of the warranty coverage included for the proposed Bell 505 helicopter configuration and associated support supplies and services.

Warranty		
Item No.	Warranty Elements	Warranty Coverage
0006		
0006A	Bell Standard Helicopter Warranty	Three (3) years or 1,000 hours, whichever occurs first, claims evaluated on a case by case basis
0006B	Accessory Kits and Customizing Equipment	Original Equipment Manufacturer (OEM) Warranty
0006C	Accessory Kits and Customizing Equipment	One (1) year or 1,000 hours, whichever occurs first

Figure 4-8. Warranty Summary.



4.2.7 Spare Parts Special Tools and Ground Support Equipment (Item # 0007)

Figure 4-9 provides pricing for spare parts, special tools and Ground Support Equipment (GSE).

Spare Parts Special Tools and Ground Support Equipment Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0007	Spare Parts Special Tools and Ground Support Equipment			
0007A	Spare Parts	Lot	See Appendix B	See Appendix B
	Training Program Total			

Figure 4-9. Spare Parts Special Tools and Ground Support Equipment Pricing.

4.2.8 Technical Publications Pricing (Item # 0008)

The price of technical publications listed in Figure 4-10 are complimentary with each helicopter purchase during the warranty period.

Technical Publications Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0008	Technical Publications			
0008A	Technical Publications	Lot	No Charge	No Charge
	Technical Publications Total		No Charge	No Charge

Figure 4-10. Technical Publications Pricing.

4.2.9 Training Program Pricing (Item # 0009)

Figure 4-1 provides a summary of the pricing for the training curriculum that will be provided by the Bell Training Academy (BTA). The details of the pilot and maintenance training courses can be provided upon request.

Training Program Pricing				
Item No.	Description	Qty	Unit Price	Total Price
0009	Training Program			
0009	Bell 505 Pilot Ground	1	Complimentary	Complimentary
0009	Bell 505 Field Maintenance	1	\$9,350.00	\$9,350.00
0009	Additional Bell 505 Pilot Ground	1	\$17,350.00	\$17,350.00
	Training Program Total			\$26,700.00

Figure 4-11. Training Program Pricing.



4.3 Payment Terms

4.3.1 Balance Payment

Final Balance Payment shall be payable by a wire transfer to Bell immediately upon execution of the Certificate of Helicopter Acceptance and prior to any shipment of the helicopter.

4.4 Pricing Ground Rules and Assumptions

4.5 Firm Price Proposal

1. The Pricing Terms and Conditions set forth herein are a part of this proposal and form the basis for the firm prices included in paragraphs above.
2. All pricing is firm, stated in United States Dollars (USD), and based on contract award and receipt of deposit from the Chino Police Department no later than 30 September 2024.
3. All pricing is firm and is valid until 8 November 2024.
4. Firm pricing is based on the assumption that mutually agreeable commercial contract terms and conditions will be negotiated between Bell and the Chino Police Department.
5. Firm pricing is based on the configuration and description of the helicopter and services as outlined in this proposal. Changes to the scope of work, configuration or delivery schedule may impact the final price.
6. Firm prices assume that any taxes, duties or similar charges imposed by the United States of America or Canada shall be for the account of Bell. Any taxes (including VAT and corporate income taxes), duties or similar charges imposed by the government of United States shall be for the account of the Chino Police Department.
7. Firm pricing for the helicopter, standard kits and customizing equipment includes the cost for hardware and installation.
8. Firm pricing is based on the assumption that inspection and acceptance of the helicopter will take place at the Bell Facility in Piney Flats, Tennessee, by a Chino Police Department inspection and acceptance team.
9. Firm pricing is based on the assumption that a final inspection and acceptance will be performed by a Chino Police Department team of up to four (4) representatives at the Bell facility in Piney Flats, Tennessee for up to five (5) days for the inspection and acceptance events. All expenses associated with the inspection and acceptance shall be for the account of the Chino Police Department.



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10. The standard Bell Commercial New Helicopter warranty is included in the price of the helicopter.
11. No state taxes are included in this proposal.
12. The Chino Police Department is responsible for complying with the Bell Training Academy Cancellation Policy as set forth at:
<https://www.bellflight.com/support/training/payment-cancellation-policy>.
13. The Bell 505 helicopter is an FAA certified aircraft. This proposal assumes that Bell is not responsible for registering or obtaining any certification of the Chino Police Department Bell 505 helicopter from the presiding military or commercial airworthiness authority of the government of United States.
14. Technical publications for the helicopter and engines are provided via online. The technical publications are complimentary during the warranty period. Following the warranty period, a one-year subscription is available for an additional charge per type/model/series. This provides unlimited users per model during the subscription year. All technical publications will be in English language
15. The Bell 505 helicopter firm pricing is based on the assumption that the helicopter will be painted in a custom paint scheme. Chino Police Department shall define the paint configuration and interior color within thirty (30) days after contract award.
16. Bell proposes complimentary training with the purchase of new Chino Police Department Bell 505 helicopter. All costs associated with the training, including but not limited to airfare, lodging, transportation, meals, visas and medical expenses will be for the account of the Chino Police Department. All pilot and maintenance training will be conducted in English language.
17. In the event that a Chino Police Department designated training candidate fails to appear for a scheduled training class, there will be no refunds; however, Bell will attempt to reschedule the training class. The Chino Police Department shall ensure that the training candidates are available for the training classes as scheduled and shall notify Bell immediately if there is a problem with meeting the scheduled class.
18. In the event that a Chino Police Department designated candidate does not achieve required proficiency in a course, the candidate will receive a certificate of attendance rather than a certificate of completion.
19. All incoming Chino Police Department designated pilot candidates are assumed to have passed an FAA Class III flight physical (or United States equivalent), prior to departure from United States.
20. Pilot training will be conducted to FAA standards requiring pilot candidates to be fluent in reading, writing, understanding and speaking the English language; therefore, pilot



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Bell 505



ground instruction and flight training will not include use of a language interpreter. All training is conducted in the English language. Students must read, write and understand the English language to a minimum 70% comprehension level.

21. All incoming maintainer candidates will have an A&P, FCC license or military training equivalent prior to arrival at the Bell Training Academy.
22. All training manuals will be provided in the English language.



CHINO POLICE DEPARTMENT
Bell 505



APPENDIX A

NEW CHINO POLICE HELICOPTER PROPOSER REQUIRED INFORMATION



CHINO POLICE DEPARTMENT
Bell 505



ATTACHMENT "A"

NEW CHINO POLICE HELICOPTER PROPOSER REQUIRED INFORMATION

3D.
FACTORY APPROVED REPAIR STATIONS IN SOUTHERN CALIFORNIA:

Rotorcraft Support, Inc.

3E.
NAME AND CONTACT INFORMATION OF THE CLOSEST PERMANENT FACTORY-SPONSORED AIRCRAFT TECHNICAL REPRESENTATIVE IN SOUTHERN CALIFORNIA:

Rotorcraft Support, Inc.

3F.
PLEASE LIST THE COMPANY NAME, ADDRESS, COMMERCIAL TELEPHONE NUMBER AND POINT OF CONTACT FOR SUBCONTRACTORS TO BE UTILIZED IN THE EVENT OF AN AWARD:

No Subcontractors will be used while under this contract.

COMPLETED BY: Jennifer White
TITLE: Regional Contracts Manager DATE: 8/7/2024

ATTACH ADDITIONAL PAGES AS NEEDED USING NUMBER FORMAT LISTED



APPENDIX B

Recommended Parts List and Maintenance Data

Bell 505 Flight Operations Cost/Hour

Maintenance Category	Parts	Labor	Total
Airframe Maintenance			
Scheduled Inspections	\$1.95	\$19.57	\$21.52
Scheduled Retirements	\$145.39	\$3.91	\$149.30
Scheduled Overhauls	\$25.98	\$8.59	\$34.57
On-Condition Maintenance	\$20.81	\$6.26	\$27.07
Unscheduled Maintenance Provision	\$12.49	\$1.48	\$13.98
Power Plant			
Engine Manufacturer Cost			\$134.00
Additional Line Maintenance			\$1.03
Fuel and Lubricants			
Fuel (32 GPH @ SL,ISA,MGW)			\$161.50
Lubricants			\$1.62
Direct Maintenance Cost			\$381.48
Direct Operating Cost			\$544.59
Labor Assumption			\$100/Hour
Fuel Cost Assumption			\$5.00/Hour

Fuel Flow

Assumptions

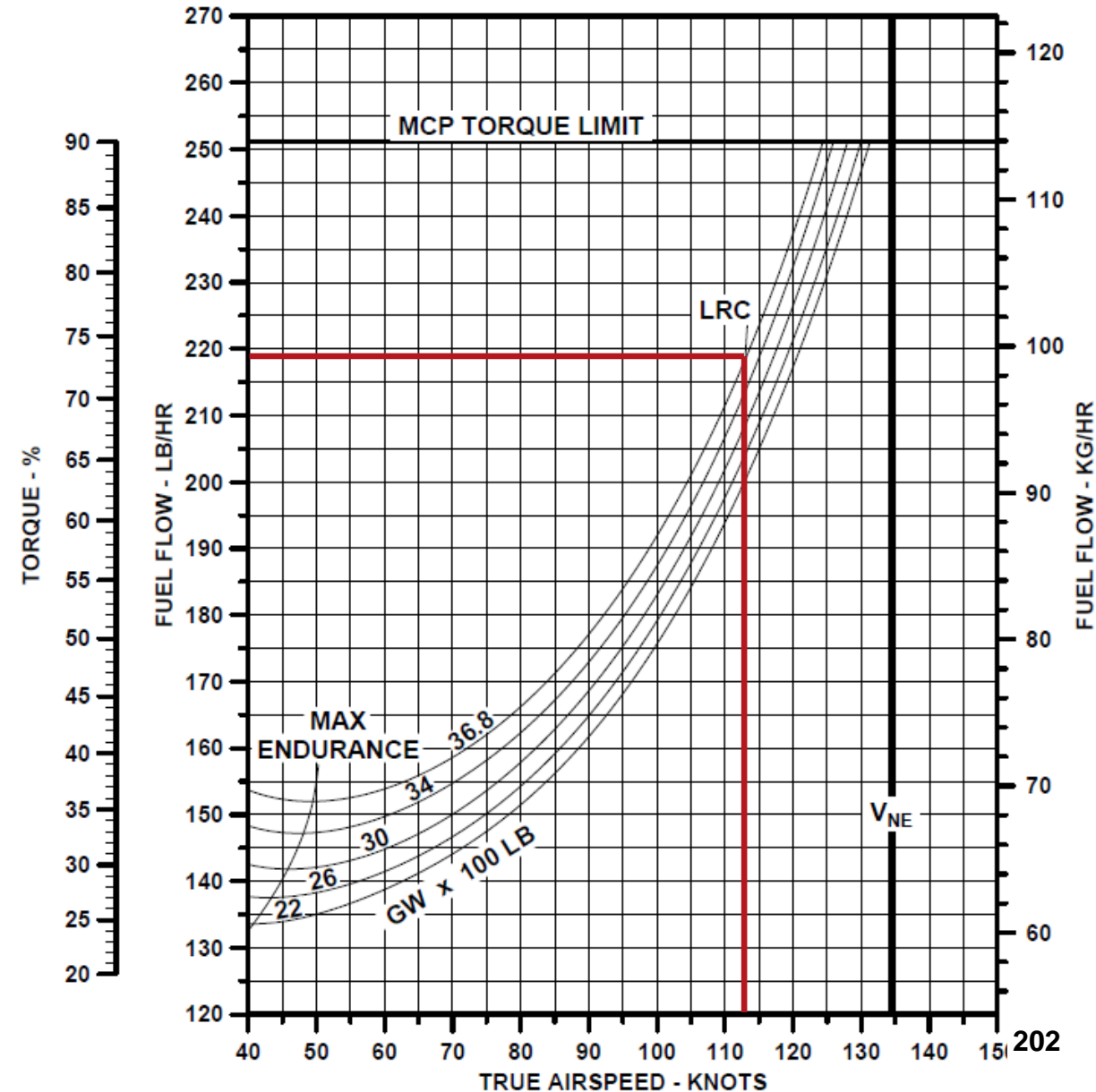
- ISA (OAT = 15°C), Sea Level
- Max Gross Weight = 3,680 lb

Long Range Cruise

- **Fuel Flow = 218 lb/hr (32 GPH)**
- **Speed = 113 kts**

Fuel Flow vs. Airspeed

PRESSURE ALTITUDE = SEA LEVEL, OAT = 15°C (ISA)



Inspections	Retirements	Overhauls
Hourly/Calendar	Main Rotor Blade/Grip/Trunnion	Main Rotor Hub
Flight Hour Only	ME Blade Retention Strap/Bolt	Mast Assembly
Calendar Only	Collective Lever	Transmission
Landing Cycle	Tail Rotor Blade/Yoke/Bearing	Freewheeling Assembly
Other/Event Based	Main Rotor Mast	Swashplate
	Hydraulic Pump	Tail Rotor Gear Box/Hub
	LIVE Mounts	Input Driveshaft
	H-Stab	Starter/Generator
	Truss	
	Tail Cone	
	Landing Gear	

Inspections	Retirements	Overhauls
Hourly/Calendar – 14 Inspections Intervals of 50 hour/1 year to 5000 hour/ 5 year	Main Rotor Blade/Grip/Trunnion	Main Rotor Hub
Flight Hour Only – 20 Inspections Intervals of 25 hour to 6000 hour	ME Blade Retention Strap/Bolt	Mast Assembly
Calendar Only – 12 Inspections Intervals of 30 days to 15 year	Collective Lever	Transmission
Landing Cycle – 1 Inspections (1000 cycles)	Tail Rotor Blade/Yoke/Bearing	Freewheeling Assembly
Other/Event Based – 4 Inspections (EX: Torque Check)	Main Rotor Mast	Swashplate
	Hydraulic Pump	Tail Rotor Gear Box/Hub
	LIVE Mounts	Input Driveshaft
	H-Stab	Starter/Generator
	Truss	
	Tail Cone	
	Landing Gear	

Inspections			
Calendar	Hourly	Hourly / Calendar	Lubrications
1 y	100 h	50 h / 12 mo	50 h
2 y	150 h	100 h / 6 mo	100 h
3 y	200 h	100 h / 12 mo	200 h
4 y	300 h	100 h / 18 mo	300 h
5 y	400 h	300 h / 12 mo	
6 y	500 h	400 h / 12 mo	
7 y	600 h	600 h / 12 mo	
9 y	1200 h	600 h / 24 mo	
10 y	1500 h	600 h / 36 mo	
	2000 h	1200 h / 24 mo	
	3000 h	2250 h / 72 mo	
		3000 h / 72 mo	
Special Inspections			
Power Assurance Check at 25 h			
Fire Extinguisher Pilot Heft Check at 30 Days			
1000 Landing Cycles			
Overhaul			
Component	Life		
Starter/Generator	1,000 h		
Main Driveshaft	2,000 h		
Main Rotor Hub	2,400 h		
Tail Rotor Hub	2,500 h		
Freewheel Assembly	3,000 h		
Mast Assembly	3,000 h		
Main Transmission	4,500 h		
Swashplate Assembly	4,800 h		
Tail Rotor Gearbox	6,000 h		

Life-Limited Components			
Component	Life	Component	Life
T-T Strap	1,200 h or 48 mo	MR Grip	4,800 h
Strap Pin / Bolt	1,200 h	MR Mast ¹	5,500 h or 44,000 RIN
Hyd. Pump	2,000 h	TR Yoke	5,000 h
Strap Fitting	2,400 h	Pilot Collective Tube	6250 h
TR Blade	2,500 h	H-Stab. Bolts	12,000 h
Truss	3,000 h	Tailboom	14,000 h
LIVE Mounts	3,000 h	Collective Lever	14,400 h
TR Bearing	3,000 h	Swashplate Support	14,400 h
Tailboom Bolts	3,000 h	H-Stab.	22,000 h
MR Blade	4,000 h	MR Trunnion ¹	24,000 RIN
Skid Gear	Low Skid	High Skid	
Forward X-tube ¹	22,000 RIN	44,800 RIN	
Aft X-tube ¹	6,500 RIN	11,200 RIN	
Skid Tube ¹	6,500 RIN	UNL	
Note ¹	Use MM for RIN count definition		

Aircraft	Maintenance Hour/ Flight Hour
Bell 505	.63
Bell 206B3	1.34
Bell 407GX _i	1.61
Airbus H125	1.59
MD530F	1.27

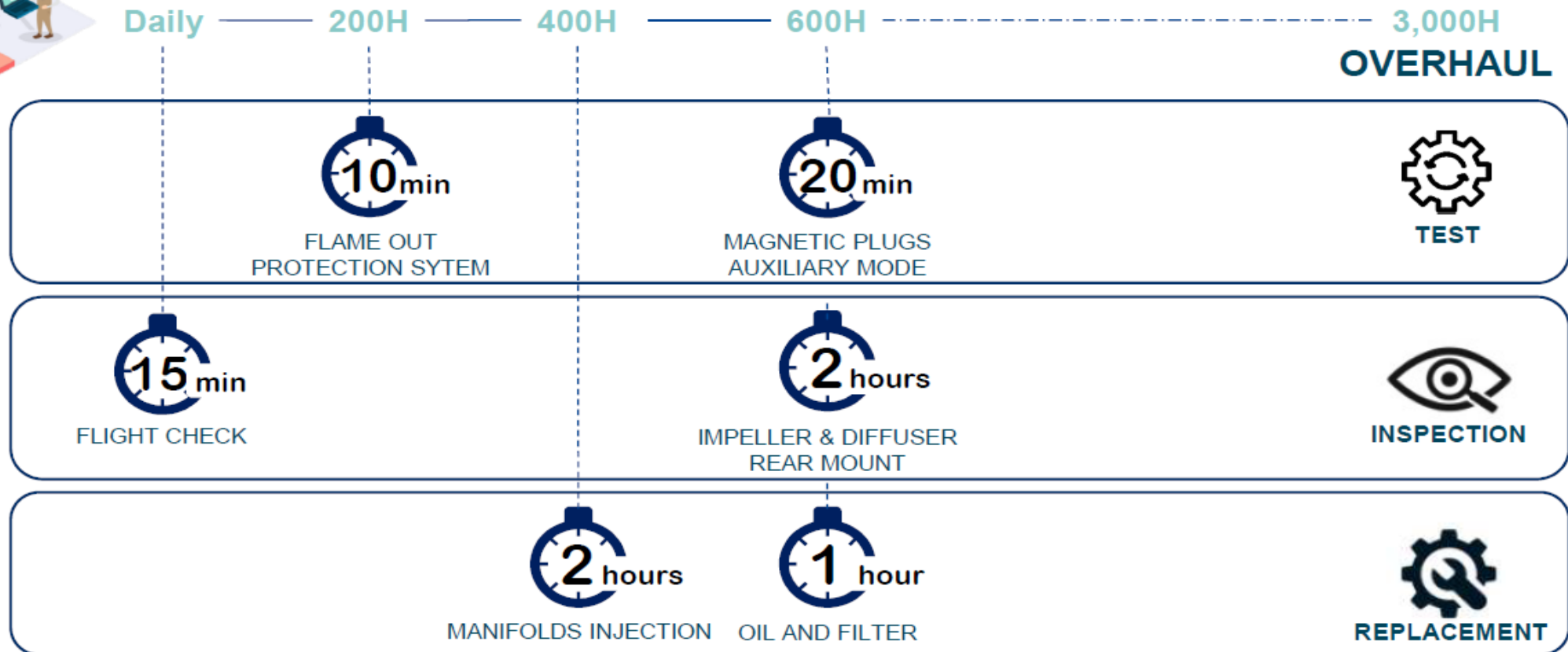
Based on Conklin & De Decker Third Party Analysis

The Bell 505 has >50% Reduction in Maintenance per Flight Hour vs the Competition and Comparable Bell Products

ARRIUS 2R_MORE AVAILIBILTY WITH LESS MAINTENANCE TASKS



+50% AVAILABILITY UNTIL OVERHAUL COMPARED TO ITS CLOSEST COMPETITOR
5 TIMES LESS OF PERIODICAL MAINTENANCE TASKS COMPARED TO ITS CLOSEST COMPETITOR
O-LEVEL MAINTENANCE, YOU DON'T NEED TO REMOVE THE ENGINE FROM AIRCRAFT UNTIL OVERHAUL



Please note: depending on your mission the maintenance program can evolve.

(1) Number of cycles

During the service, the number of consumed cycles depends on the operation profile.

To determine the number of consumed reference cycles, it is necessary to count the number of partial and complete cycle(s).

NOTE: *The algorithms for counting gas generator cycles (C1 cycles), based on complete and partial cycles and the algorithms for counting power turbine cycles (C2 cycles) based on complete and partial cycles are different.*

(2) Complete cycle and partial cycles - Definition

(a) Complete cycles

A complete cycle is a sequence of engine operation that includes:

- a start,
- a significant power increase (skid/wheel lift-off)
- a shutdown.

CAUTION: TAKE INTO ACCOUNT THE PARTIAL CYCLES FOR CENTRIFUGAL COMPRESSOR, GAS GENERATOR TURBINE AND POWER TURBINE.

(b) Partial cycles

A partial cycle is a sequence of engine operation that corresponds to a considerable variation in power/speed (N1 or N2) without stopping the engine (Refer to Task 05-10-02-200-801).

The total number of cycles performed between a start, a flight and the related shutdown is therefore composed of a complete cycle and some partial cycles, if any.

Recommended Parts List (RPL)

Part#	Part Nomenclature	Qty	UM	Min Ord Qty
011-03470-90	GDU 1050H -10 INCH DISPLAY	2	EA	0
011-03711-21	Integrated Avionics Unit (GIA 64H)	7	EA	0
120-172-4-006H	JUMPER ASSEMBLY, Vertical Stabilizer	2	EA	0
142300-105	ASSEMBLY, FILTER	12	EA	0
18100-B8	ENGINE PRIME PUMP	5	EA	0
200SGL157Q-3	STARTER GENERATOR	19	EA	0
206-010-450-123	SWPL&SPRT ASSY	4	EA	1
206-010-470-101	BEARING, Swashplate	7	EA	1
206-011-100-109	HUB ASSY	2	EA	0
206-015-001-119	BLADE ASSY	1	EA	1
206-040-156-001	SEAL ASSY, MRGB Input	9	EA	1
206-040-320-103	SHAFT, Fan, T/R Drive	4	EA	1
206-310-400-101	SEAL, Swashplate	3	EA	1
222-375-077-117	TRANSMITTER, MRGB Oil PSI	3	EA	1
412-074-101-103	TRANSDUCER, Collective	5	EA	1
6420302-1	INSTRUMENT, STBY Attitude	5	EA	0
6430017-1	BATTERY, ADVANCED LITHIUM-ION, 17AH	14	EA	0
B0249-4	CALIPER ASSEMBLY - ROTOR BRAKE	1	EA	0
B4678	CHIP DETECTOR, MRGB (Upper)	8	EA	1
CI 259E	ANTENNA, VOR AND GLIDE SLOPE	3	EA	1
CR16279	ISOLATOR	2	EA	0
E-04	TRANSMITTER, ELT	4	EA	0
FT30952	FUEL DRAIN PUMP ASSY	4	EA	0
M206-20H026-043	DRIVE SHAFT ASSY, Hydraulic Pump Adapter	4	EA	0
M206-20H030-043	HYDRAULIC PUMP	7	EA	0
M208-20H101-001	HYDRAULIC SERVO ACTUATOR	6	EA	0
SLS-030-100-137	LHS WINDSHIELD	3	EA	0
SLS-030-100-138	RHS WINDSHIELD	2	EA	0
SLS-030-500-153	AVIONICS TRAY GROUNDING BRACKET	2	EA	0
SLS-030-910-115	RESTRAINT ASSY - LIVE PYLON	9	EA	0
SLS-065-100-065	ENGINE OIL TANK ASSY	2	EA	0
SLS-075-014-101	SENSOR, HALL EFFECT ZERO SPEED	3	EA	0
SLS-706-102-101	TUBE ASSY, Rotor Brake Line	3	EA	0

**DMC + FUEL ESTIMATE
MODEL 505 JRX
SUMMARY SCHEDULE**

BASIC AIRFRAME MAINTENANCE	PARTS	LABOR (1)	2024 TOTAL
SCHEDULED INSPECTIONS (2)	\$1.95	\$18.29	\$20.24
SCHEDULED RETIREMENTS (3)	\$145.38	\$3.71	\$149.09
SCHEDULED OVERHAULS (4)	\$25.98	\$8.16	\$34.15
PROVISION FOR UNSCHEDULED MAINTENANCE & SERVICE BULLETINS ON ABOVE COMPONENTS	\$12.49	\$1.41	\$13.90
ON-CONDITION MAINTENANCE OF OTHER AIRFRAME COMPONENTS	\$20.81	\$6.26	\$27.07
SUBTOTAL	\$206.62	\$37.83	\$244.45

0.40 Mx Man-Hour / Flt. Hr

POWERPLANT

MFR. TURBOMECA ARRIUS 2R QUANTITY 1			
MFR. ESTIMATE OF ENGINE COST PER HOUR			\$134.00 2024
BHT ESTIMATE OF ADDITIONAL LINE MAINTENANCE			\$1.03
SUBTOTAL			\$135.03
TOTAL DMC			\$379.48

FUEL AND LUBRICANTS

FUEL (5)		\$161.50
LUBRICANTS		\$1.62
SUBTOTAL		\$163.12
GRAND TOTAL w/ FUEL		\$542.60

(1) FIGURED AT \$95.00 /HR
 (2) BASED ON 1000 FLT HRS/YR
 1.5 RIN/FLT HR
 (3) BASED ON 100% LIFE
 (4) BASED ON 100% TBO
 (5) CALCULATED AT: FUEL FLOW RATE: 32 GPH AT
 FUEL COST: \$5.00 PER GAL
 OTHER ASSUMPTIONS: BASIC HELICOPTER WITH NO OPTIONAL EQUIPMENT INSTALLED
 MATURE HELICOPTER (NO WARRANTY CONSIDERATIONS)
 BELL LIST PRICE FOR SPARE PARTS.



Quotation

Bill To: City of Chino

Attn:
Ph:
Fx:
Email:

Date: 9/3/24
Quote #: 20240903-1

TERMS Net 30

Aircraft Reg: TBD
Aircraft Type: Bell 505
Aircraft S/N: TBD

STATEMENT OF WORK CHINO POLICE BELL 505

Qty	PART NUMBER	DESCRIPTION	TOTAL
OPTION A			
1	MX-10 Camera	Wescam MX-10 Camera Gimbal: Purchase and Install Wescam MX-10 Multi-Sensor Camera, including all mounting, cabling, cables, hand controller manuals and operator training. a. ADD HD MWIR Imager b. ADD Spotter Camera c. ADD MX-GEO d. Provision for Connection to SHOTOVER ARS Mapping System	512,498.53
1	Churchill ARS700	SHOTOVER ARS700 Moving Map System: Purchase and install SHOTOVER ARS700 Augmented Reality Moving Map system. a. Connected to MX-10 Camera b. Connected to Macro Blue Monitor c. Stowable Keyboard d. All cabling and mounting hardware	177,000.00
1	MacroBlue Monitor	Macroblue MBW17 Monitor: Purchase and install a Macroblue MBW17 17" Daylight monitor at TFO station including all cabling, mounting hardware, repositioning of A/C. a. Connected to SHOTOVER Moving Map b. Connected to stowable keyboard c. Glare shield	101,575.00
1	Trakka Searchlight	Trakka Beam Search Light: Purchase and install a Trakka TLX Searchlight with IR filter on aft hardpoint including all mounting, cabling, hand controller, manuals and operator training. a. Ability to slave to SHOTOVER ARS700	160,625.00
1	TDFM-9300	Technisonic TDFM 9300 Radio: Purchase and install a Technisonic TDFM 9300 Radio system including all cabling, mounting hardware, antennas, manuals and configuration. See attached Technisonic Project Sheet #93708 for configuration. 4 Radios, (3) Tri band radios, 800 mhz, UHF, VHF High, VHF Low band Radio for CHP, NVG Option, Trunking, Encryption	163,204.64
1	AUDIO SYSTEM	AEM G13116 Audio Mixer Panel: Purchase and install AEM G13116 Audio Mixer Panel for both pilot and TFO including all wiring and mounting hardware. a. Multicast b. Relay	97,565.71
1	Network Connectivity	Network Connectivity: Purchase and Install a multi-Sim card cellular modem providing wifi access to aircrew and video downlink capability including Cradlepoint router, cabling and external antennas. City to provide activated SIM cards as customer furnished equipment. a. Connected to Shotover video out b. Include on board video recorder with playback	12,175.00
1	PA System	Public Address System: Purchase and install a AEM LS600-200 Dual Bell PA system and control module, flush mounted on copilots side of aircraft, including all cabling and mounting hardware.	47,937.89
1	Mission Master	Mission Master Switch: Purchase and install a Mission Master Switch to allow power up and power down of installed mission equipment	8,750.00
4	USB Charge Ports	USB Charging Ports: Purchase and install 2 USB-C and 2 USB-A charging ports	6,000.00
1	NVG Cockpit	Aerodynamix NVG Lighting: Modify cockpit for NVG use pursuant to the Aerodynamix STC.	41,541.18
TOTAL			1,328,872.95
			Freight In Included
			Sales Tax 8.75% 116,276.38
			Total Price \$ 1,445,149.33



Quotation

Bill To: City of Chino

Attn:
Ph:
Fx:
Email:

Date: 9/3/24
Quote #: 20240903-1

TERMS Net 30

Aircraft Reg: TBD
Aircraft Type: Bell 505
Aircraft S/N: TBD

STATEMENT OF WORK CHINO POLICE BELL 505

Qty	PART NUMBER	DESCRIPTION	TOTAL
OPTION B			
1	Trakka TC300	Trakka TC300 Gen II Camera Gimbal: Purchase and Install Trakka TC300 Gen II Multi-Sensor Camera, including all mounting, cabling, cables, hand controller manuals and operator training. Provide for connection to mapping computer a. ADD Laser Range Finder 12 km b. Video Auto Tracking c. Image Blending d. Drying Kit	473,657.65
1	Trakka TM-100	Trakka TM-100 Mapping System: Purchase and Install Trakka TM-100 Mapping system to be connected to camera gimbal and search light. Including all mounting hardware and cabling. Provide for video out to cellular downlink system.	125,750.00
1	MacroBlue Monitor	Macroblue MBW17 Monitor: Purchase and install a Macroblue MBW17 17" Daylight monitor at TFO station including all cabling, mounting hardware, repositioning of A/C. a. Connected to SHOTOVER Moving Map b. Connected to stowable keyboard c. Glare shield	101,575.00
1	Trakka Searchlight	Trakka Beam Search Light: Purchase and install a Trakka TLX Searchlight with IR filter on aft hardpoint including all mounting, cabling, hand controller, manuals and operator training. a. Ability to slave to SHOTOVER ARS700	160,625.00
1	TDFM-9300	Technisonic TDFM 9300 Radio: Purchase and install a Technisonic TDFM 9300 Radio system including all cabling, mounting hardware, antennas, manuals and configuration. See attached Technisonic Project Sheet #93708 for configuration. 4 Radios, (3) Tri band radios, 800 mhz, UHF, VHF High, VHF Low band Radio for CHP, NVG Option, Trunking, Encryption	163,204.64
1	AUDIO SYSTEM	AEM G13116 Audio Mixer Panel: Purchase and install AEM G13116 Audio Mixer Panel for both pilot and TFO including all wiring and mounting hardware. a. Multicast b. Relay	97,565.71
1	Network Connectivity	Network Connectivity: Purchase and Install a multi-Sim card cellular modem providing wifi access to aircrew and video downlink capability including Cradlepoint router, cabling and external antennas. City to provide activated SIM cards as customer furnished equipment. a. Connected to Shotover video out b. Include on board video recorder with playback	12,175.00
1	PA System	Public Address System: Purchase and install a AEM LS600-200 Dual Bell PA system and control module, flush mounted on copilots side of aircraft, including all cabling and mounting hardware.	47,937.89
1	Mission Master	Mission Master Switch: Purchase and install a Mission Master Switch to allow power up and power down of installed mission equipment	8,750.00
4	USB Charge Ports	USB Charging Ports: Purchase and install 2 USB-C and 2 USB-A charging ports	6,000.00
1	NVG Cockpit	Aerodynamix NVG Lighting: Modify cockpit for NVG use pursuant to the Aerodynamix STC.	41,541.18
TOTAL			1,238,782.07

Freight In	Included
Sales Tax 8.75%	108,393.43
Total Price	\$ 1,347,175.50



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative Telephone Number	<u>Stephanie Maldonado</u> <u>909-387-4378</u>
Contractor	<u>City of Chino</u>
Contractor Representative Telephone Number	<u>Lieutenant Aaron Kelliher</u> <u>909-334-3067</u>
Contract Term	<u>12/3/24-12/2/26</u>
Original Contract Amount	<u>Not-to-Exceed \$1,000,000</u>
Amendment Amount	
Total Contract Amount	<u>Not-to-Exceed \$1,000,000</u>
Cost Center	<u>1024001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County’s citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and,

WHEREAS, on September 21, 2021 (Item No. 18), the Board approved the Board of Supervisors Discretionary Fund – District Specific Priorities Program (Priorities Program) and allocated \$4 million to each of the five supervisorial districts; and

WHEREAS, on November 16, 2021 (Item No. 33), the Board approved an additional allocation of \$7 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, on February 6, 2024 (Item No.61), the Board approved an additional allocation of \$6 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, on June 11, 2024 (Item No. 110), the Board approved an additional allocation of \$3 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, the County desires to provide funding to the City of Chino (Contractor or City) for the purchase of a helicopter to be utilized by the City of Chino Police Department; and

WHEREAS, the County would like Contractor through its Police Department to provide the services of purchasing a helicopter; and

WHEREAS, the County finds Contractor qualified to purchase a helicopter to provide the Police Department with enhanced mobility, faster response times, and improved operational effectiveness, allowing officers to better serve and protect the community; and

WHEREAS, providing funding to Contractor serves the public purpose of providing for the health, public safety, emergency response and law enforcement needs of County residents; and

WHEREAS, the County residents of Chino and the surrounding communities of the Fourth District will be served by the purchase of a helicopter; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor in purchasing a helicopter (Services) to meet the health, public safety, emergency response and law enforcement needs of the residents of the City of Chino and surrounding communities.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a Scope of Services to assist Contractor with purchasing a helicopter for the health, public safety, and law enforcement needs of County residents and first responders and promote the Countywide Vision. This helicopter will provide enhanced mobility, faster response times, and improved operational effectiveness, allowing officers to better serve and protect the community.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of the helicopter purchased by the City for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% of the cost of the Services that Contractor will provide under this Contract. Contractor's matching contribution will be a minimum of \$250,000.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous

posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Fourth District Supervisor or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or

otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the scope of work described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of

any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.49 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the

provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

D. TERM OF CONTRACT

The services to be provided by Contractor shall commence on December 3, 2024, and shall be completed by December 2, 2026, but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Second District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of County and Contractor in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$1,000,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor’s performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor’s invoice or the resolution of any billing dispute. Contractor shall email County the Contractor’s invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text “Final Invoice”, amount due, in a format acceptable to the County for services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]” (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 21-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with “audit ready” supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall

supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]"-SUPPORTIVE DOCUMENTS.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the Scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any

insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in

the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
CAO – Finance and Administration
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415
Attn: BOS Finance Analyst

City of Chino
5450 Walnut Avenue
Chino, CA 91710
Attn: Aaron Kelliher, Lieutenant

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

CITY OF CHINO

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

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

Name Linda Reich
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: _____

Address 13220 Central Avenue
Chino, CA 91710

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Julie Surber, Principal Assistant County Counsel	► _____	► _____
Date _____	Date _____	Date _____

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Construction Credit/Reimbursement Agreement with Chino Development Corporation and Chino Preserve Development Corporation for the Construction of Circulation (Streets, Signals & Bridges) Development Impact Fee Improvements at Various Locations in The Preserve.

RECOMMENDATION

1) Appropriate \$4,000,000 to the Transportation Fund and schedule a corresponding year-end transfer in the same amount from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 2) adopt Resolution 2024-057 memorializing the developer's rights to the highest priority reimbursement from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 3) approve a construction credit/reimbursement agreement with Chino Development Corporation, a California corporation and Chino Preserve Development Corporation, a California corporation for an amount not to exceed \$35,131,528.37 for the construction of Circulation (Streets, Signals & Bridges) Development Impact Fee improvements at various locations in The Preserve; 4) approve a reimbursement to Chino Development Corporation, a California corporation in the amount of \$4,000,000 for said improvements; and 5) authorize the City Manager to execute all the necessary documents on behalf of the city.

FISCAL IMPACT

Requires an appropriation of \$4,000,000 to the Transportation Fund with a corresponding year-end transfer in the same amount from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260). There is \$7.1 million available in the fund balance for this purpose.

Staff will continue to monitor the fund balance in The Circulation (Streets, Signals & Bridges) Development Impact Fee program and will make progress payments to the Developer (when funds are available) until the terms of the agreement are fulfilled. Each progress payment requires an appropriation of funds and, therefore, each payment will be brought back to the City Council for approval.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: CONSTRUCTION CREDIT/REIMBURSEMENT AGREEMENT WITH CHINO DEVELOPMENT CORPORATION AND CHINO PRESERVE DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CIRCULATION (STREETS, SIGNALS & BRIDGES) DEVELOPMENT IMPACT FEE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE PRESERVE.

PAGE: 2

Revenue:	Expenditure: 3207100-43640
Transfer In: 3201000-50000	Transfer Out: 2601000-40001

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: CONSTRUCTION CREDIT/REIMBURSEMENT AGREEMENT WITH CHINO DEVELOPMENT CORPORATION AND CHINO PRESERVE DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CIRCULATION (STREETS, SIGNALS & BRIDGES) DEVELOPMENT IMPACT FEE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE PRESERVE.

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BACKGROUND

In 2004, the City of Chino ("City") entered into a Development Agreement ("DA") with three entities of the Lewis Management Corporation known as Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC (collectively referred to as "Lewis"). The DA was executed to help guide the orderly development of The Preserve, which was envisioned as a master-planned residential and commercial community. Additionally, the DA set the terms and conditions of development on property owned by Lewis and established the rights and obligations of the developer and the City during development.

The amended Preserve Development Agreement (DA), along with the conditions of approval for Tracts 16419, 16419-1, 16420, 16420-1, 16797, 17057, 17571, 17572, and 19994, obligated Lewis to design and construct various master-planned circulation and transportation improvements as conditions for developing The Preserve. From 2004 to 2019, Lewis completed several major projects, including, but not limited to, primary arterials such as Pine and Hellman Avenues, secondary arterials like Kimball Avenue, collector roads such as Rincon Meadows, and multiple traffic signals (collectively referred to as "Transportation Improvements").

The Transportation Improvements are included in the City's Circulation (Streets, Signals & Bridges) Development Impact Fee ("DIF") program for The Preserve. The City's Municipal Code, Chapter 3.45, titled Development Impact Fees, provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the DIF Nexus and Calculation Report, for which a DIF is imposed, the Developer shall be eligible to receive reimbursement and/or fee credit toward the DIFs imposed on the development project for the same type of public facility so constructed and shall be entitled to credit for eligible costs of constructing the public facilities.

In 2019, the City adopted a policy and updated the DIF Ordinance to include requirements for public bidding and construction on DIF-eligible projects. Consequently, development projects initiated after 2019 are now required, as applicable, to enter into an agreement with the City before a building permit is issued to qualify for DIF credit. All transportation improvements completed before 2019 are undergoing retroactive reconciliation, as no formal process or agreements existed between the City and developers at that time.

In September 2022, Lewis submitted documentation to the City to validate costs related to Transportation Improvements completed between 2004 and 2019, necessitating a DIF Construction Credit & Reimbursement Agreement. Projects completed prior to 2019 were managed using a "single bid" approach, grouping multiple projects under one bid without providing detailed cost breakdowns for each specific street. This approach complicated the cost reconciliation process. To streamline this allocation, the City applied a methodology based on square footage, calculating each street segment's length and approximate width. The resulting area was used to proportionally distribute costs, ensuring fair and equitable allocation across all streets based on the scale and scope of work performed. Street work was reconciled by development project and location, as detailed in Exhibits 1-7.

It should be noted that the improvements to Pine Avenue were conditioned as part of multiple Lewis developments and were constructed in phases. Lewis holds a separate reimbursement agreement with the City for Phase I of the Pine Avenue improvements (Stages 1-3), and costs associated with these improvements must be reconciled independently from other DIF-eligible

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: CONSTRUCTION CREDIT/REIMBURSEMENT AGREEMENT WITH CHINO DEVELOPMENT CORPORATION AND CHINO PRESERVE DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CIRCULATION (STREETS, SIGNALS & BRIDGES) DEVELOPMENT IMPACT FEE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE PRESERVE.

PAGE: 4

improvements. However, due to Lewis’s choice to utilize a single-bid approach, the costs for Pine Avenue – Phase I are included in the exhibits and were validated as part of this submittal. These costs were subsequently deducted from the total validated costs and allocated to the relevant agreement. Additionally, DIF credits for developments conditioned to complete the Phase I Pine Avenue improvements were excluded from the credits applied to this agreement.

Lewis has completed all work required in connection with the design and construction of the Transportation Improvements in accordance with City standards and to the satisfaction of the City Engineer. The City reviewed the final accepted/approved "as-built" plans, specifications and supporting documentation and determined that \$35,131,528.37 is eligible for DIF credit and/or reimbursement.

Upon the costs being validated by the City, staff reconciled the Circulation (Streets, Signals & Bridges) DIF credits issued to all Lewis developments through April 2024, totaling \$28,200,441, which is summarized below. The credits issued were deducted from the validated costs above, bringing a balance forward still owed to the developer in the amount of \$6,931,087.37. This amount may be applied to future building permits and/or may be reimbursed depending on available fund balances.

Validated Costs (Projects 2004-2019)	\$ 35,131,528.37
<u>Allocated DIF Credits Proposed DIF Agreement</u>	<u>\$ (28,208,553.49)</u>
Amount Owed to Lewis	\$ 6,922,947.88

ISSUES/ANALYSIS

In October 2024, staff brought an informational item to the Infrastructure/Street Committee (“Committee”) to briefly discuss the Transportation Improvements constructed by Lewis, the associated costs, and the DIF credits issued over last 20 years. This was necessary due to the size of the Lewis submittal and to better explain the nuances associated with staff’s review of the backup documentation provided by the developer.

Following the Committee meeting, the credit amount was adjusted to reflect the prepayment of Circulation DIF for two additional Lewis projects known as the Van Vliet and Block 4 developments. This prepayment is earmarked for the Pine Avenue widening between Euclid and Johnson Avenues, with the City taking the lead on the project.

To date, Lewis has satisfied 65% of its Circulation DIF obligation through three cash installments, with the remaining 35% applied as credits. The cash portion of the DIF obligation was fully offset by Community Facilities District (CFD) 2003-3 funds. Therefore, the credit amount was adjusted to the 35% of the total DIF obligation for these developments to prevent any potential overstatement of credits.

Lewis has expressed a preference for receiving a cash reimbursement along with DIF credits toward future building permits. The current balance in the Preserve Circulation DIF Fund is \$7.1

CITY COUNCIL MEETING DATE: NOVEMBER 19, 2024

TITLE: CONSTRUCTION CREDIT/REIMBURSEMENT AGREEMENT WITH CHINO DEVELOPMENT CORPORATION AND CHINO PRESERVE DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CIRCULATION (STREETS, SIGNALS & BRIDGES) DEVELOPMENT IMPACT FEE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE PRESERVE.

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million. This amount reflects previously designated funding, which includes allocations for the south side of Merrill Avenue, various segments of Pine Avenue, and the traffic signal at Merrill and Hellman Avenues in The Preserve.

The fund balance is sufficient to accommodate a partial cash reimbursement to Lewis of \$4,000,000. This payment will leave an outstanding balance of \$2,922,947.88 owed to the developer.

Additionally, City staff has reconciled Circulation DIF credits applicable to 4,460 of the 8,104 units required under the Preserve Development Agreement.

The City Council by resolution, may designate certain public facilities as “high priority”. The Transportation Improvements subject of this Agreement was constructed and accepted by the City for use prior to the date of the completion and acceptance by the City of any other Transportation DIF facilities which may be eligible for reimbursement. Accordingly, pursuant to the first-in/first-out provision of the DIF Ordinance (i.e., Section 3.45.130.A7), reimbursement to Lewis for the Transportation Improvements shall have priority and be first in line over all other Transportation DIF facilities constructed by other developers.

The proposed Agreement includes a provision that each year, the City and Lewis representatives will meet for the purpose of ascertaining credits for Circulation DIFs issued by the City to Lewis for developments within the Lewis properties. The City and Lewis will prepare a document that reconciles the foregoing Circulation DIF credit and reimbursement reconciliation until the terms of the agreement are fulfilled.

Therefore, staff recommends that the City Council adopt Resolution 2024-057 memorializing the developer’s right to the highest priority reimbursement of funds from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund; approve a construction credit/reimbursement agreement with Lewis for an amount not to exceed \$35,131,528.37 for the Transportation Improvements at various locations in The Preserve; and approve an immediate reimbursement to Chino Development Corporation in the amount of \$4,000,000.

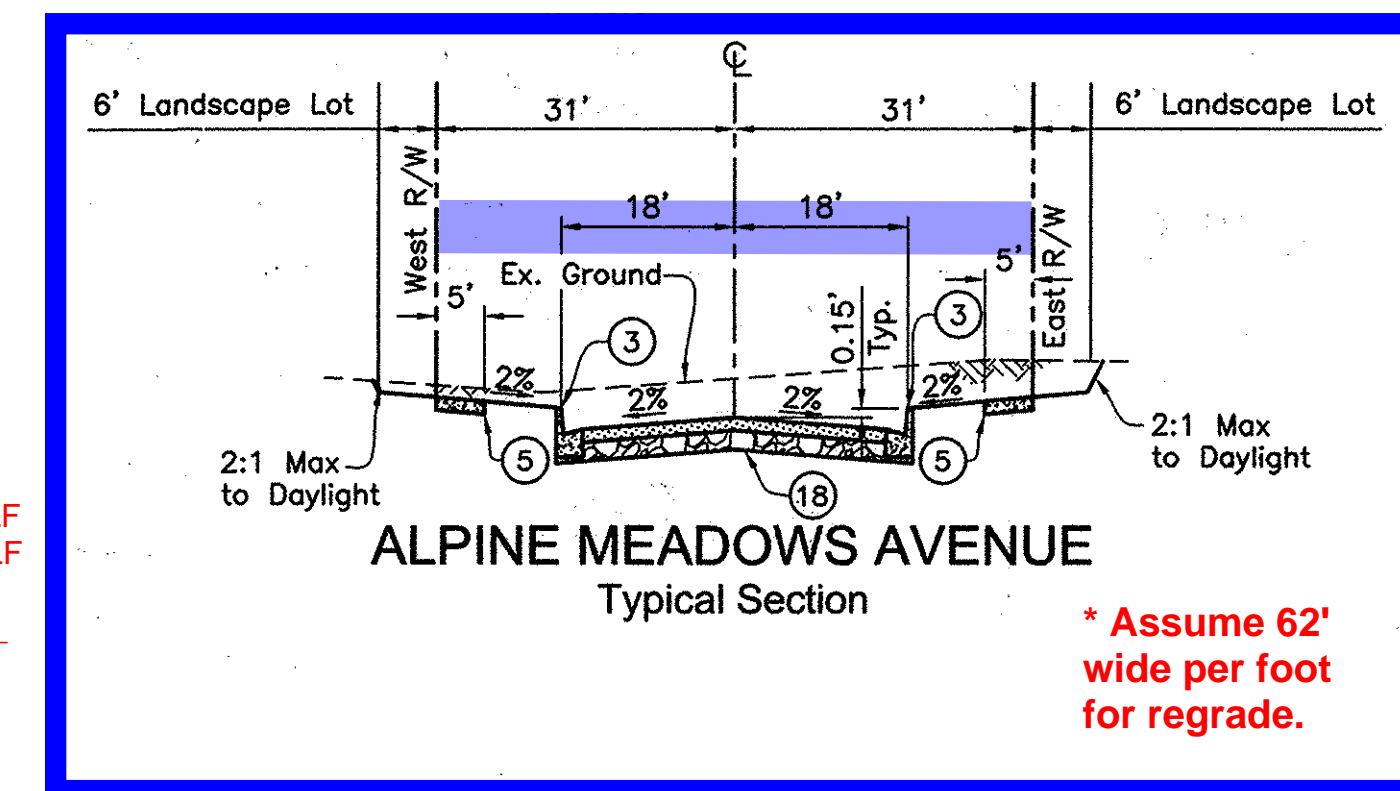
Attachments: Exhibits 1-7 – Street Atlas Maps
Construction Credit/Reimbursement Agreement
Resolution 2024-057

City of Chino "The Preserve" - Street DIF Tract Map 18480 (Harvest)

Updated 3/12/2024

CFD Streets (Harvest)

Description	Quantity	Unit
Alpine Meadows Ave.	813	ft
Bickmore Ave.	1,819	ft
Hellman Ave.	2,140	ft
Pine Ave	1,729	ft

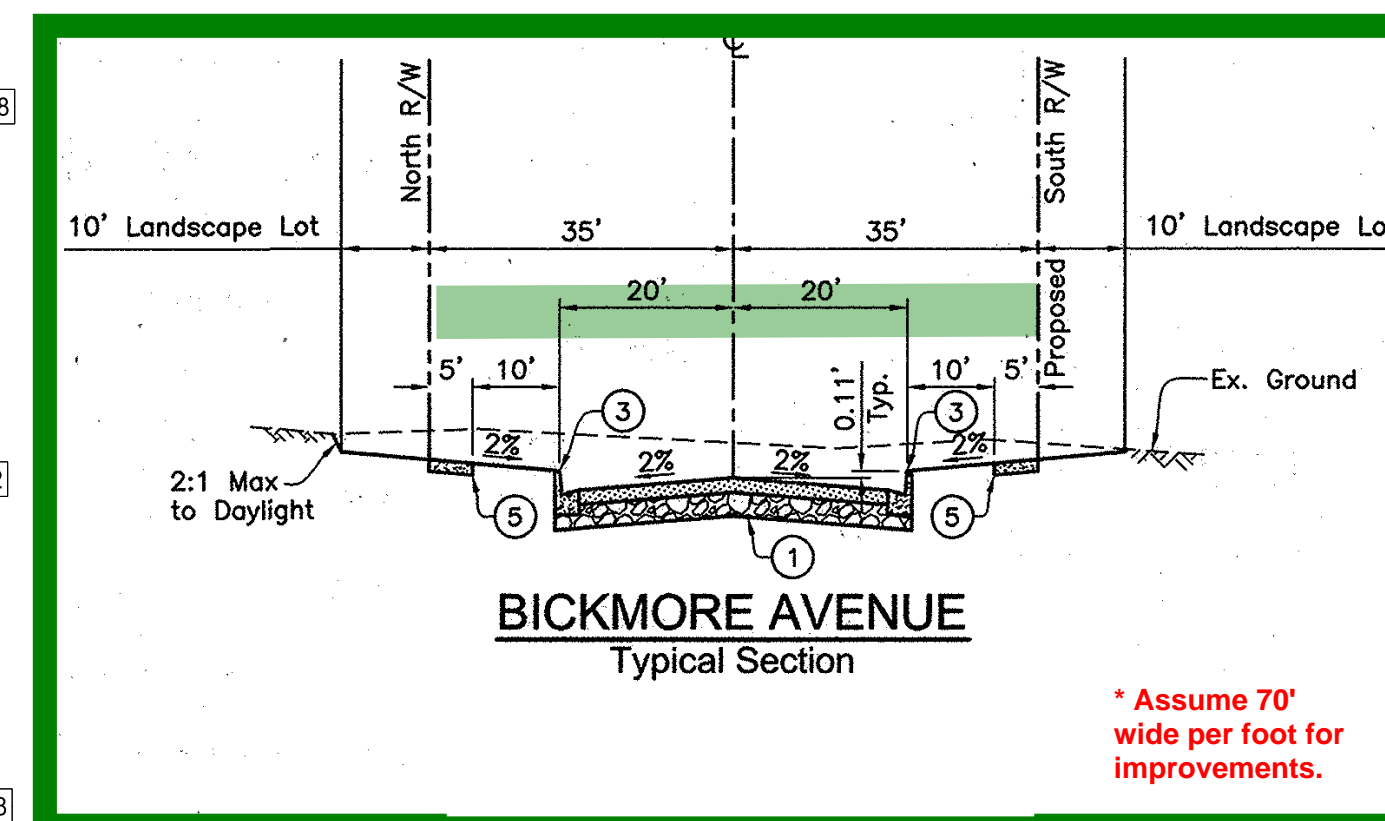


Alpine Meadows Ave

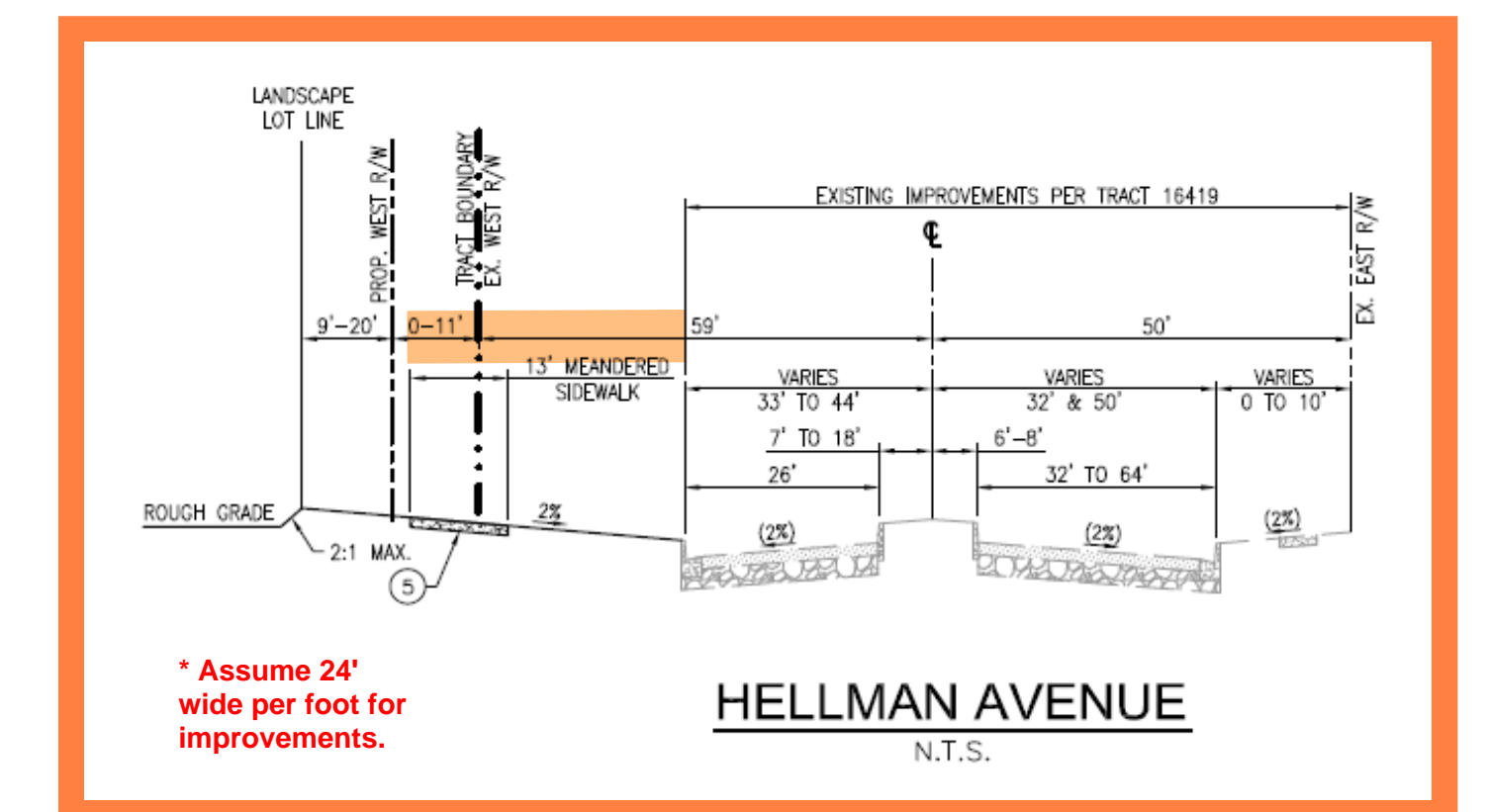
AC Pavement = \$2.75/SF x 32' = \$88.00/LF
 Sidewalk = \$3.30/SF x 10' = \$33.30/LF
 Landscape = \$8.00/SF x 16' = \$128/LF
 C&G = \$18/LF x 2 = \$36.00/LF
Total (per LF of Road) = 285.30/LF

* Note: Unit prices per CFD contract

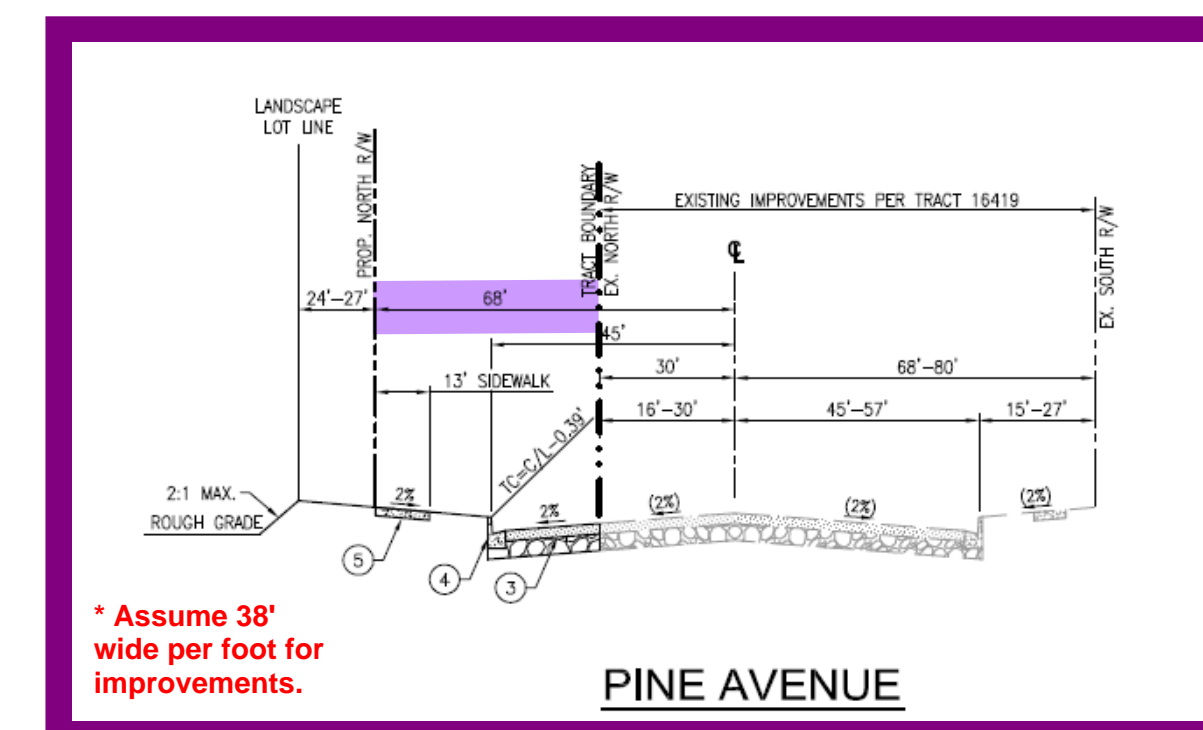
Assume 62' wide improvements:
 \$285.30/LF x 813 LF = \$231,948.90



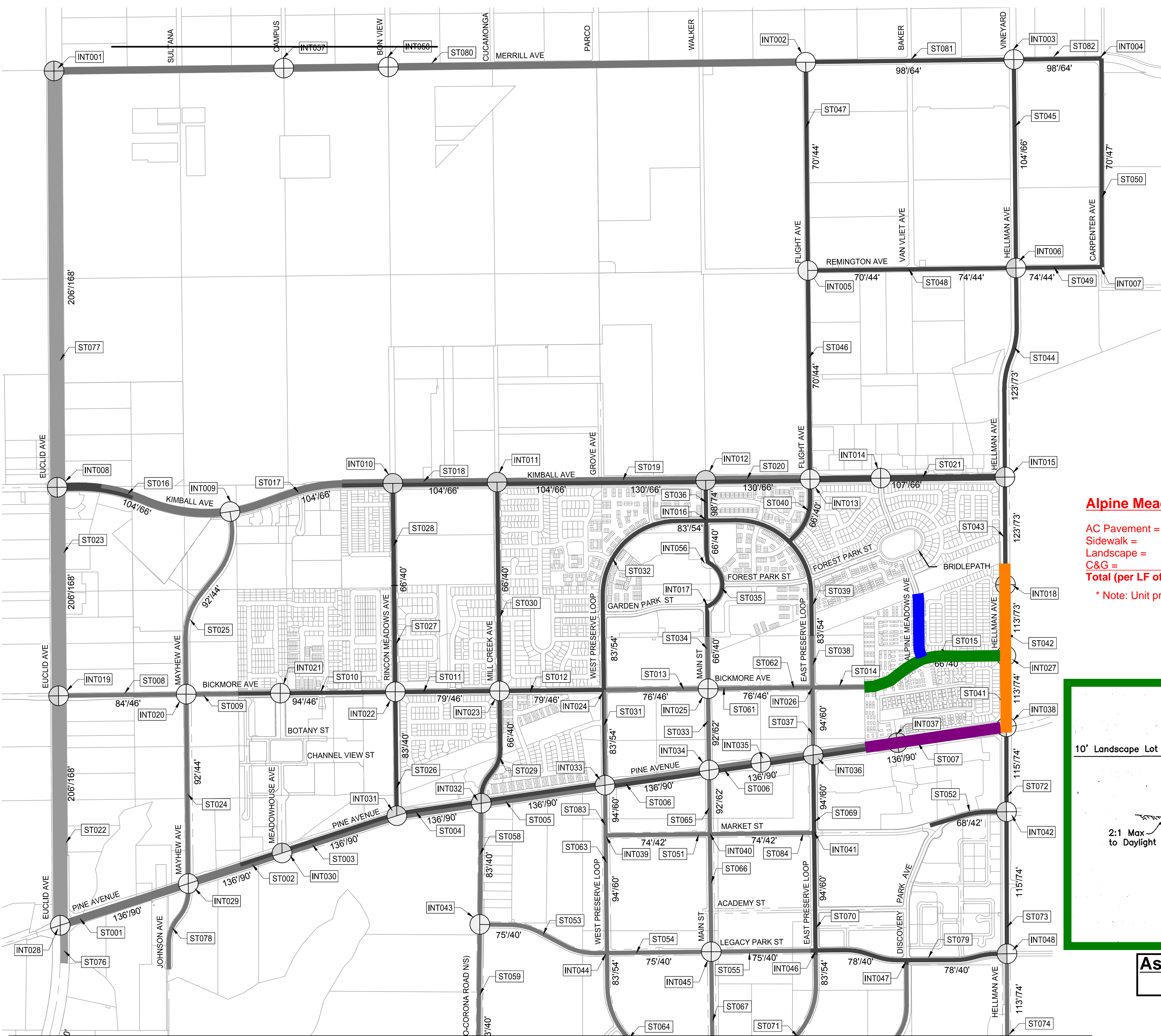
Assume 70' wide improvements:
 70' x 1,819 LF = 127,330 SF



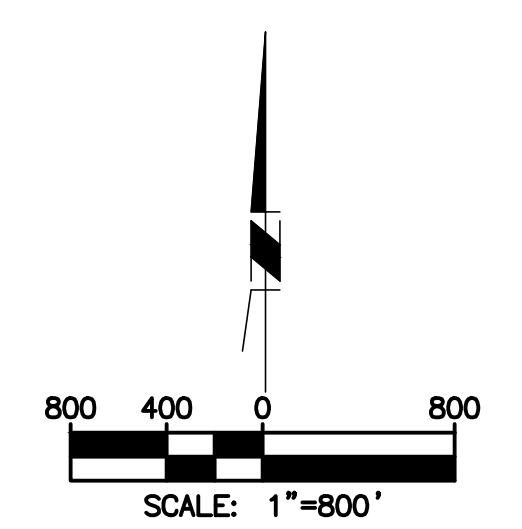
Assume 24' wide improvements:
 24' x 2,140 LF = 51,360 SF



Assume 38' wide improvements:
 38' x 1,729 LF = 65,702 SF

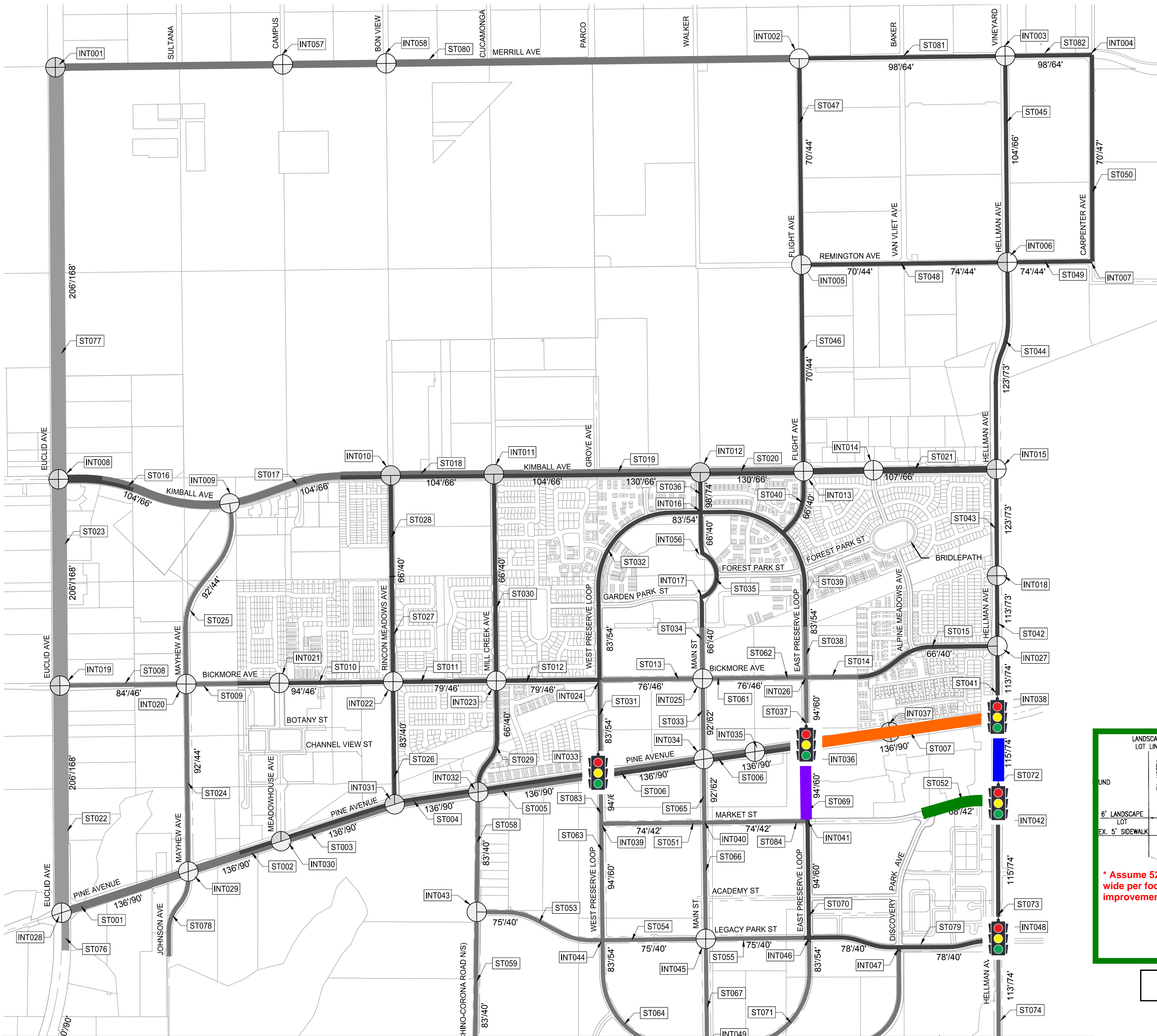


Street Name	Street SF	Total SF (All Streets)	% of Total	Total DIF Cost (All Streets)	Street Cost	Total DIF Street Cost
Street Cost					\$4,164,539.78	
Alpine Meadows					\$ (231,948.90)	
DIF Street Cost Total					\$3,932,590.88	
Bickmore Ave	127,330	244,392	52.10%	\$3,932,590.88		\$2,048,908.30
Hellman Ave	51,360	244,392	21.02%	\$3,932,590.88		\$826,450.41
Pine Ave	65,702	244,392	26.88%	\$3,932,590.88		\$1,057,232.18
	244,392		100.00%			\$3,932,590.88

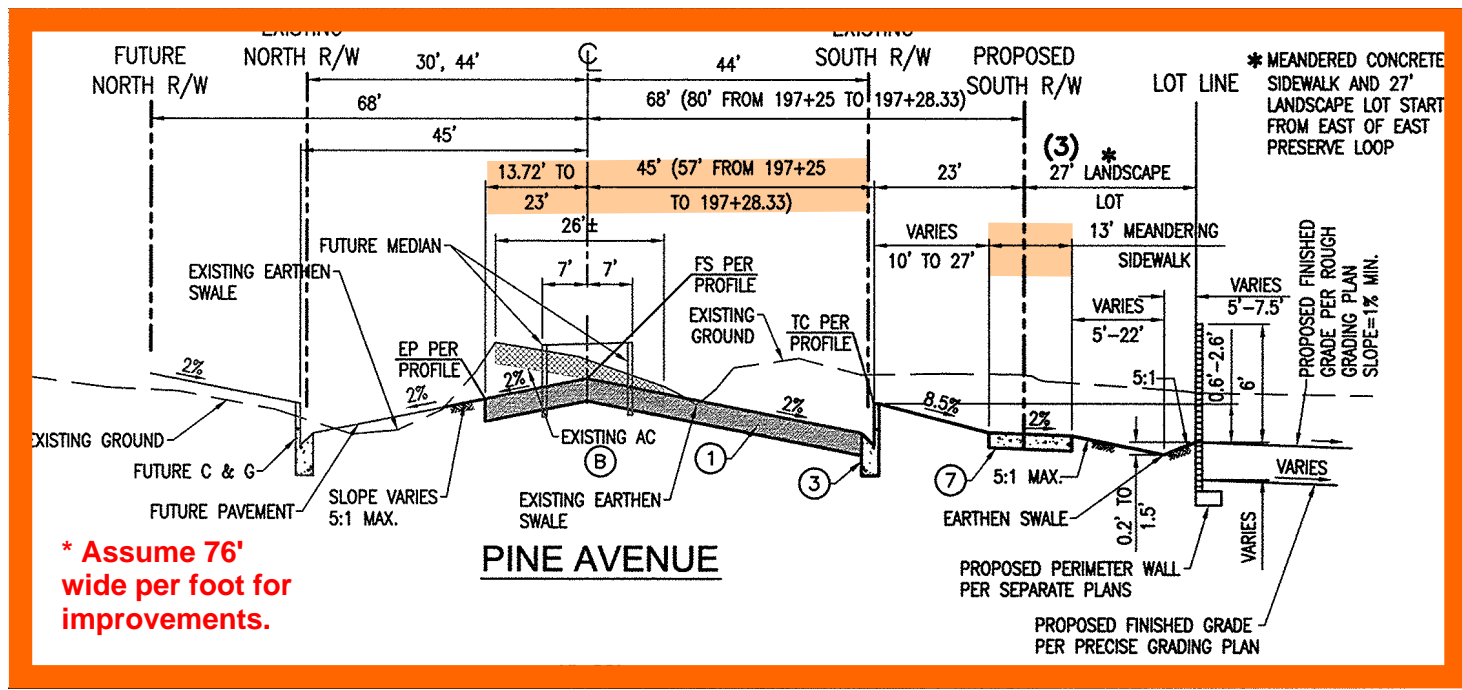


City of Chino "The Preserve" - Street DIF Tract Map Nos. 16420-1 & 16420-2

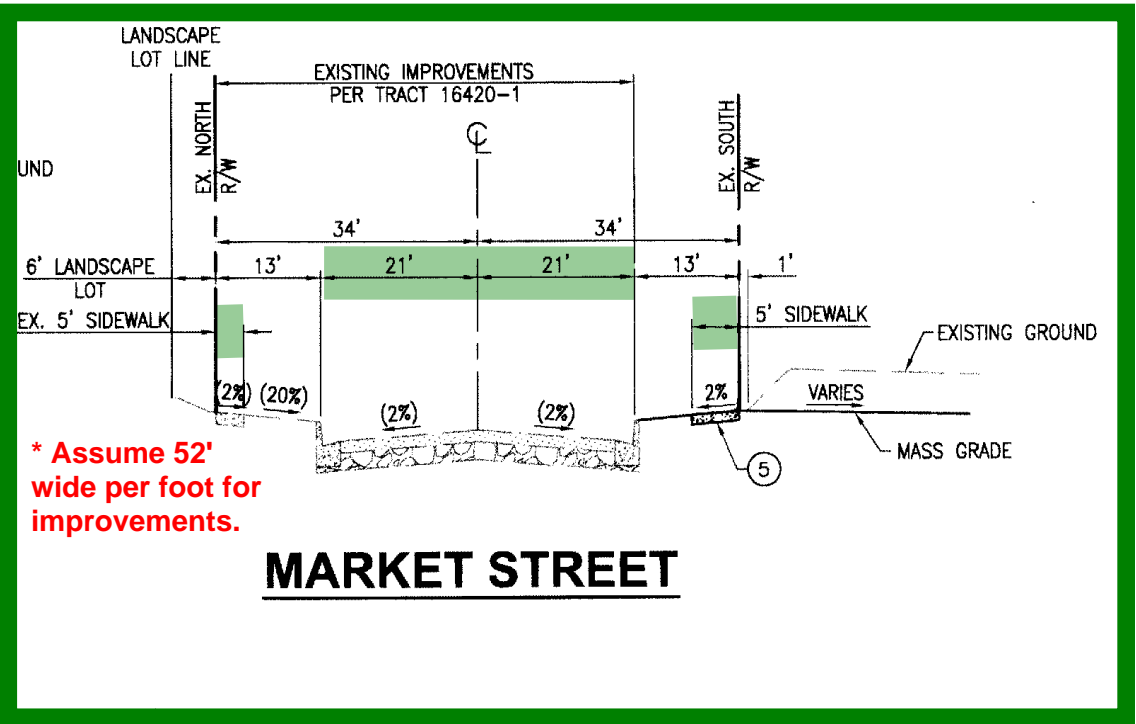
Updated 3/12/2024



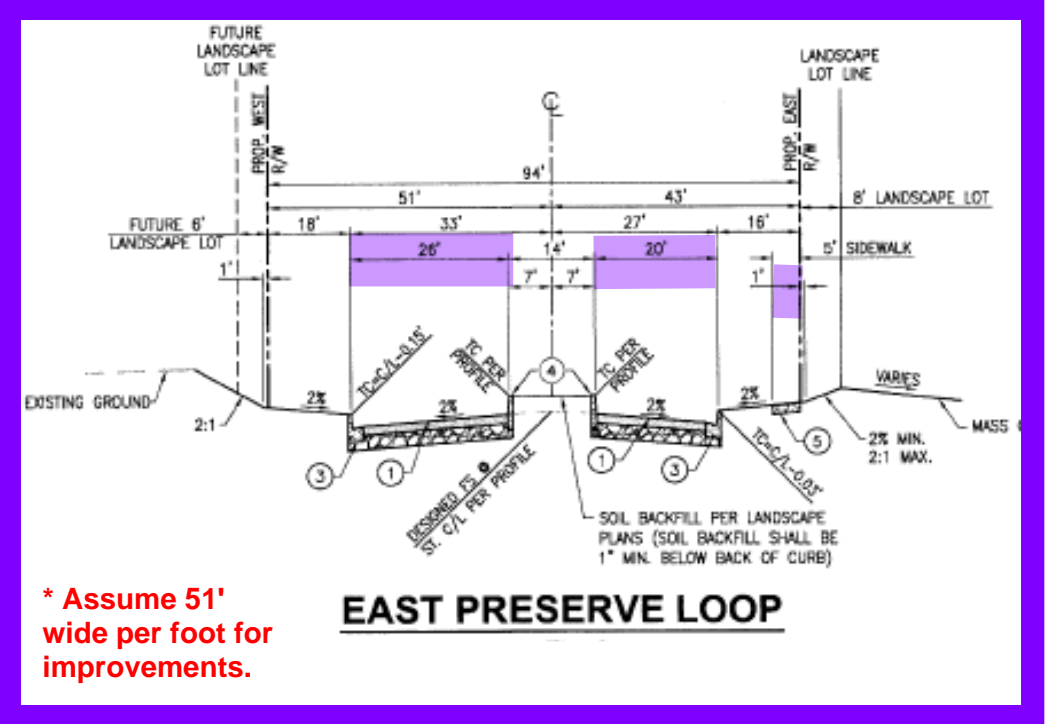
CFD Streets			
	Description	Quantity	Unit
/	East Preserve Loop	953	ft
/	Hellman Ave	1,094	ft
/	Market Street	987	ft
/	Pine Ave	2,453	ft



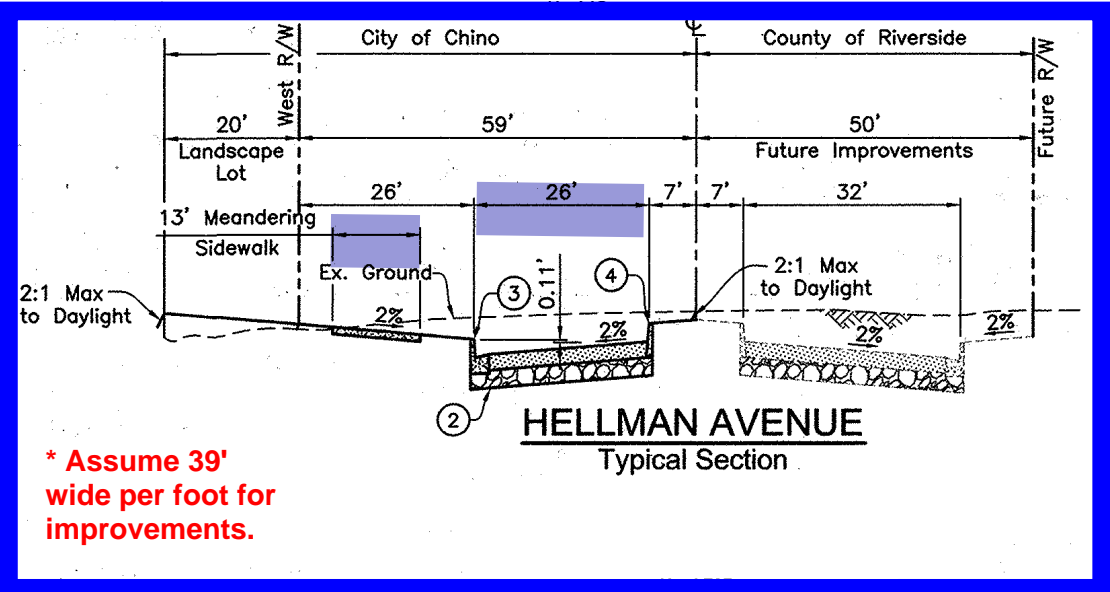
Assume 76' wide improvements:
76' x 2,453 LF = 186,428 SF



Assume 52' wide improvements:
52' x 987 LF = 51,324 SF

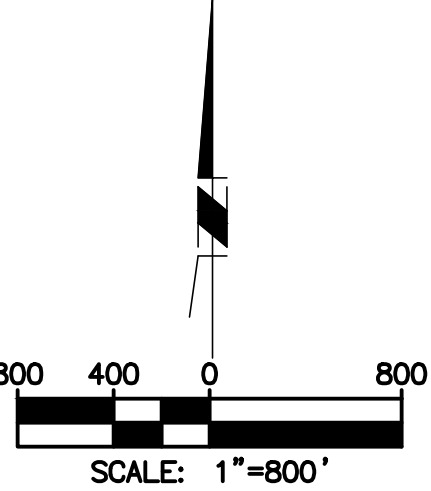


Assume 51' wide improvements:
51' x 953 LF = 48,603 SF



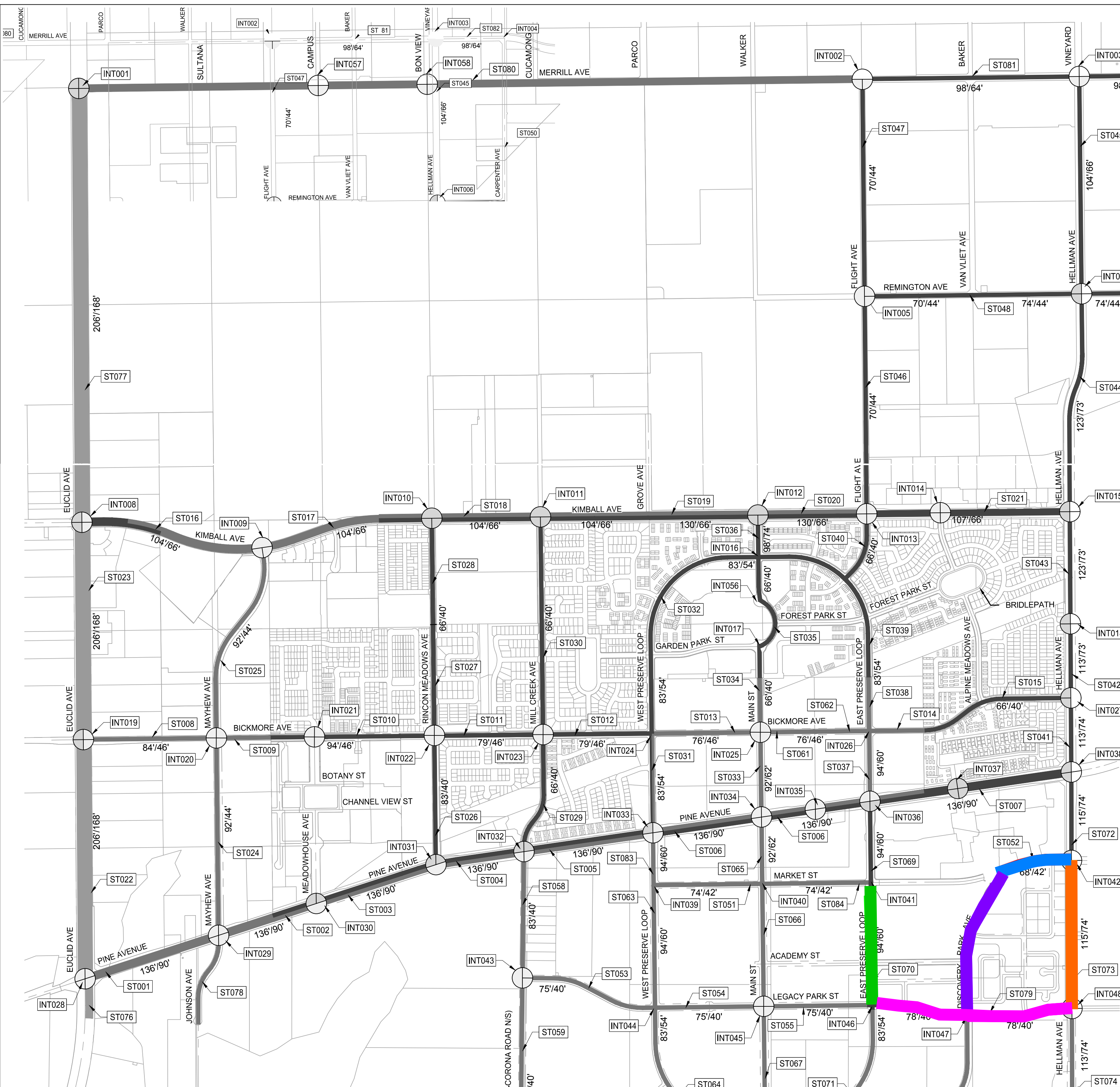
Assume 39' wide improvements:
39' x 1,094 LF = 42,666 SF

Street Name	Street SF	Total SF (All Streets)	% of Total	Total Cost (All Streets)	Total DIF Street Cost
East Preserve Loop	48,603	329,021	14.77%	\$4,477,940.54	\$661,481.62
Hellman Ave	42,666	329,021	12.97%	\$4,477,940.54	\$580,679.69
Market Street	51,324	329,021	15.60%	\$4,477,940.54	\$698,514.14
Pine Ave	186,428	329,021	56.66%	\$4,477,940.54	\$2,537,265.10
	329,021		100.00%		\$4,477,940.54

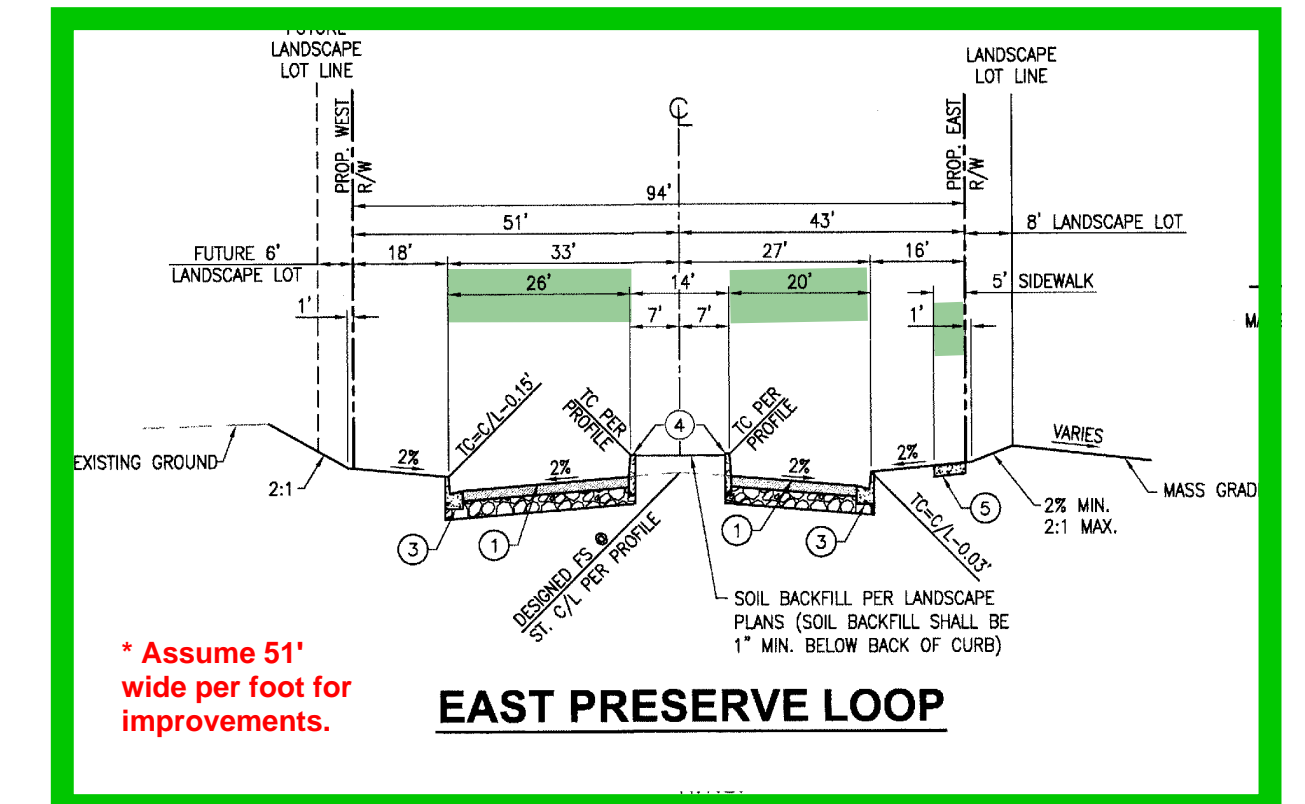


City of Chino "The Preserve" - Street DIF Tract Map No. 1994

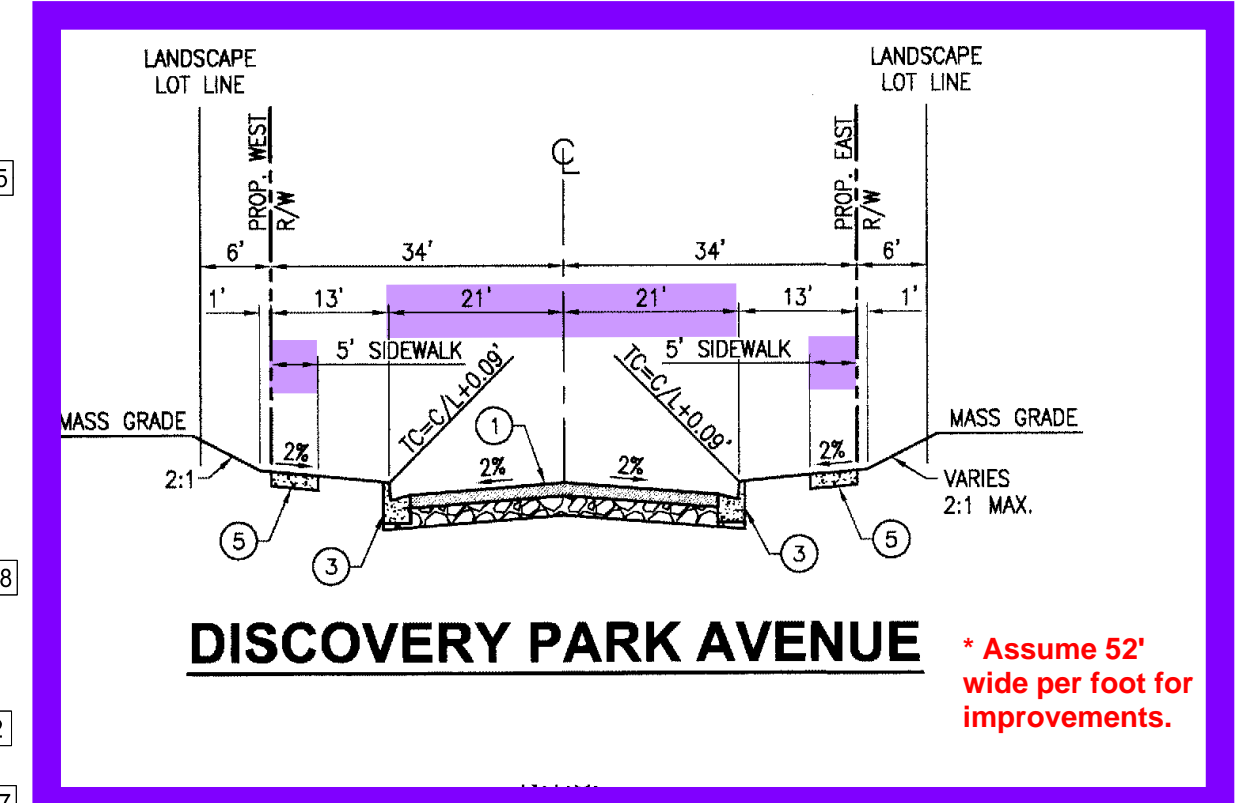
Updated 3/12/2024



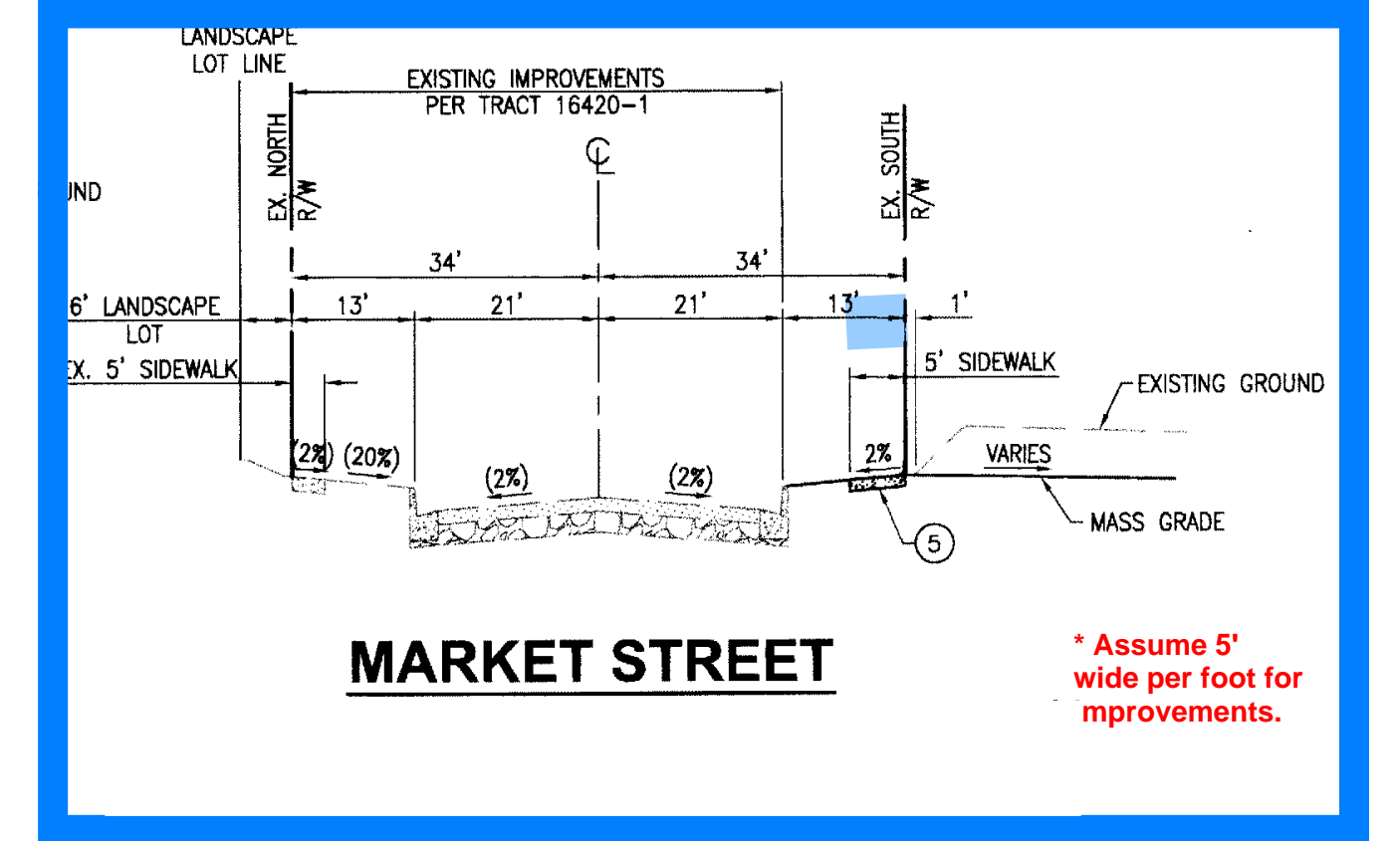
CFD Streets			
	Description	Quantity	Unit
	Discovery Park Ave.	1,823	ft
	East Preserve Loop	1,440	ft
	Hellman Ave	1,805	ft
	Legacy Park St.	2,402	ft
	Market St.	929	ft



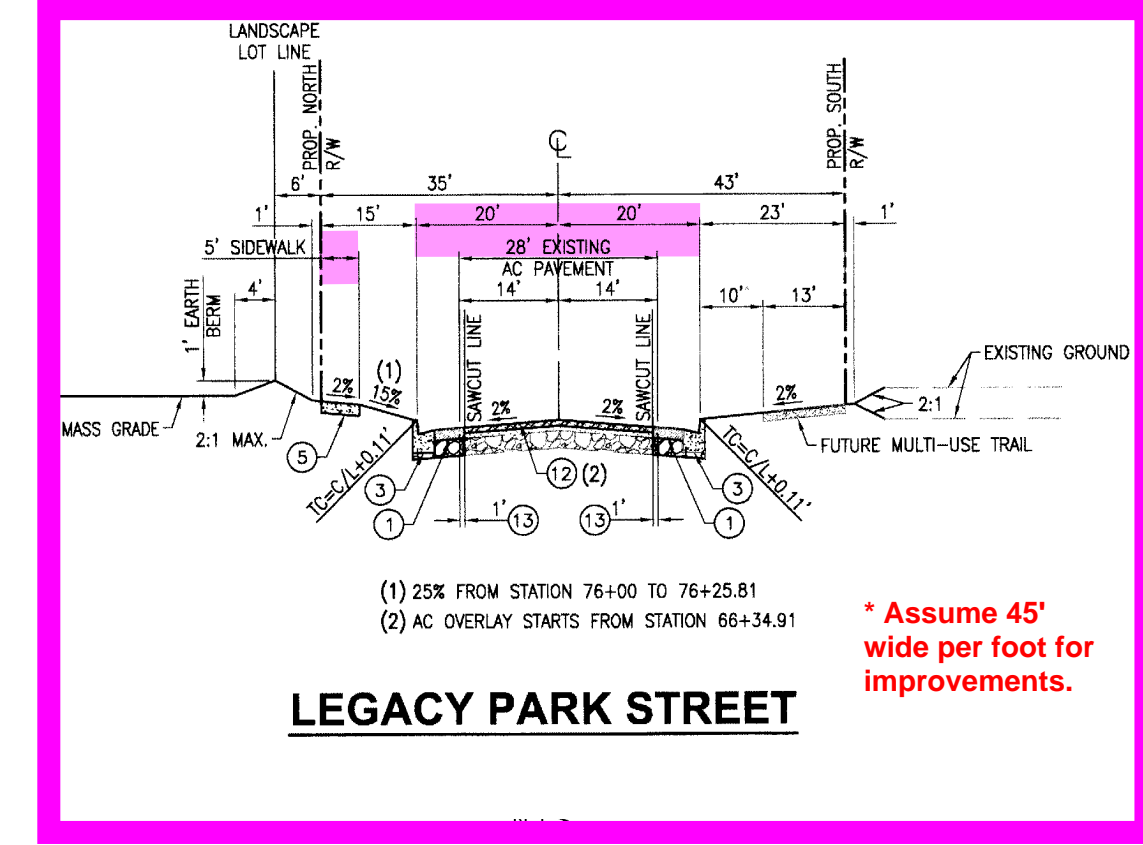
Assume 51' wide improvements:
51' x 1,440 LF = 73,440 SF



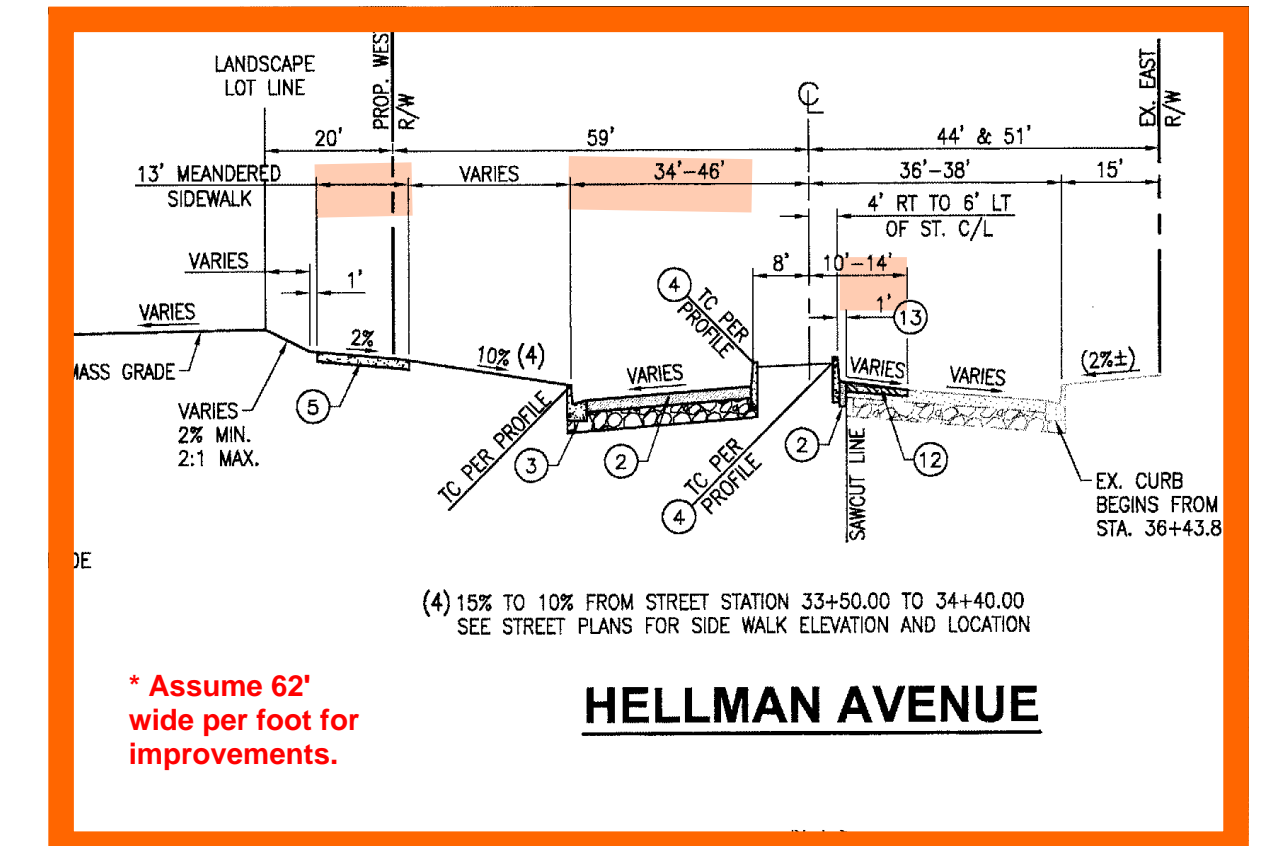
Assume 52' wide improvements:
52' x 1,823 LF = 94,796 SF



Assume 5' wide improvements:
5' x 929 LF = 4,645 SF

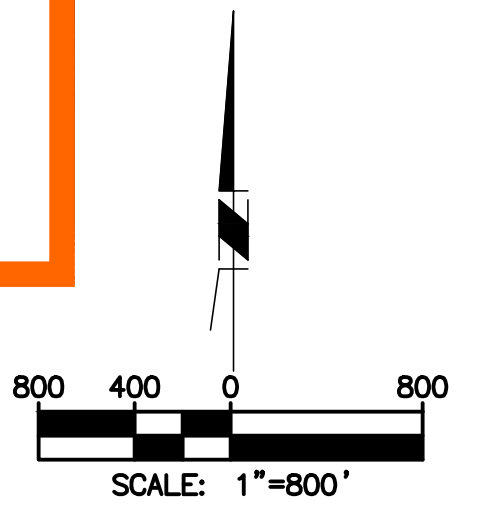


Assume 45' wide improvements:
45' x 2,402 LF = 108,090 SF



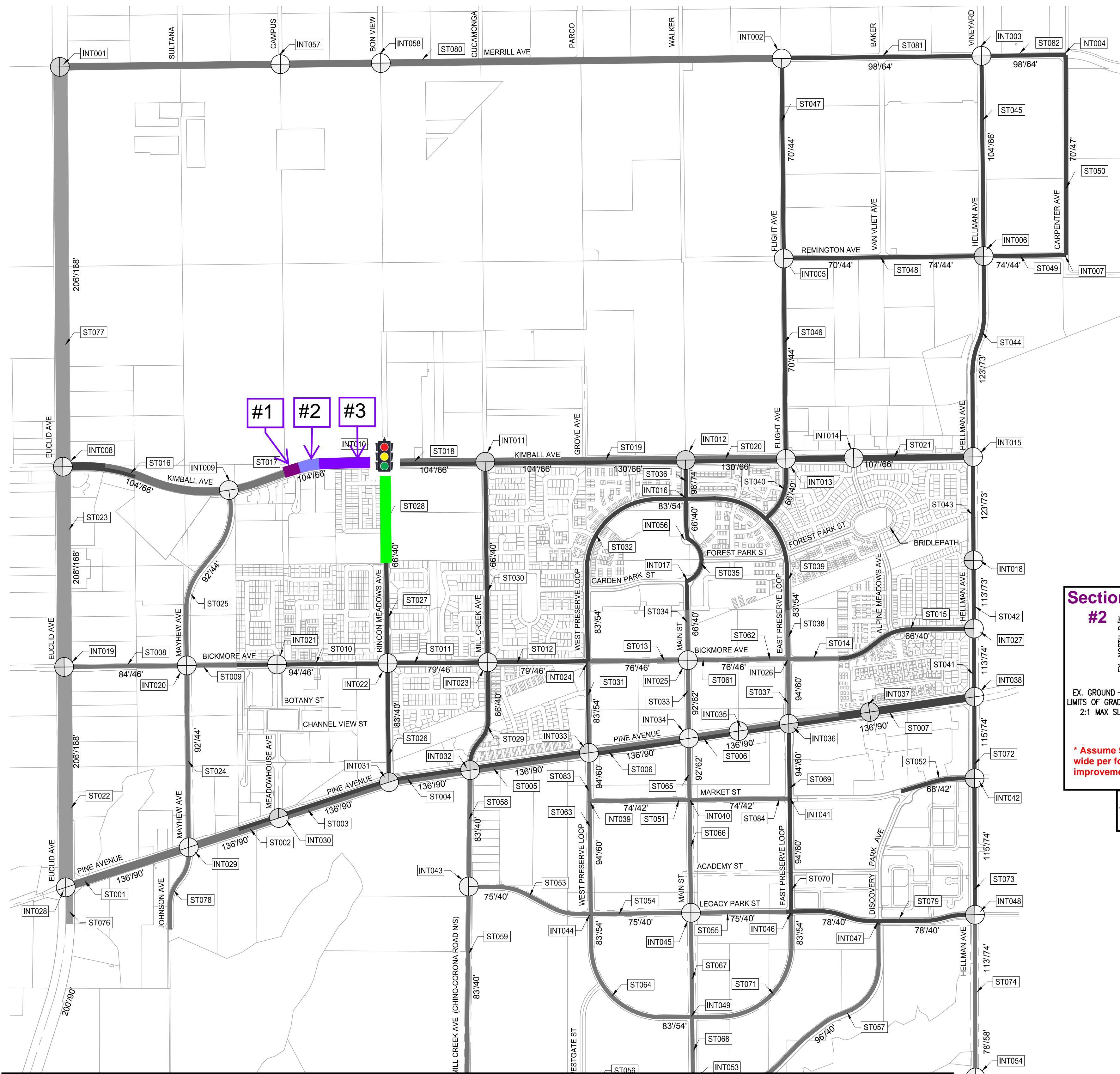
Assume 62' wide improvements:
62' x 1,805 LF = 111,910 SF

Street Name	Street SF	Total SF (All Streets)	% of Total	Total Cost (All Streets)	Total DIF Street Cost
Discovery Park Ave	94,796	392,881	24.13%	\$4,049,780.24	\$977,148.21
East Preserve Loop	73,440	392,881	18.69%	\$4,049,780.24	\$757,012.58
Hellman Ave	111,910	392,881	28.48%	\$4,049,780.24	\$1,153,557.71
Legacy Park Street	108,090	392,881	27.51%	\$4,049,780.24	\$1,114,181.51
Market Street	4,645	392,881	1.18%	\$4,049,780.24	\$47,880.22
	392,881		100.00%		\$4,049,780.24



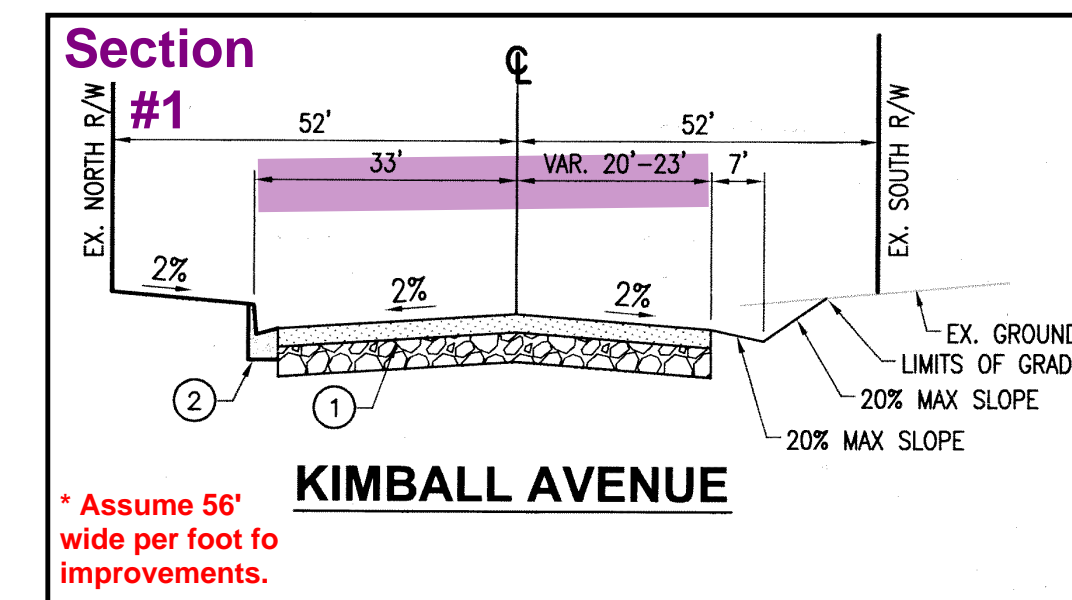
City of Chino "The Preserve" - Street DIF Tract Map No 17574

Updated 3/12/2024

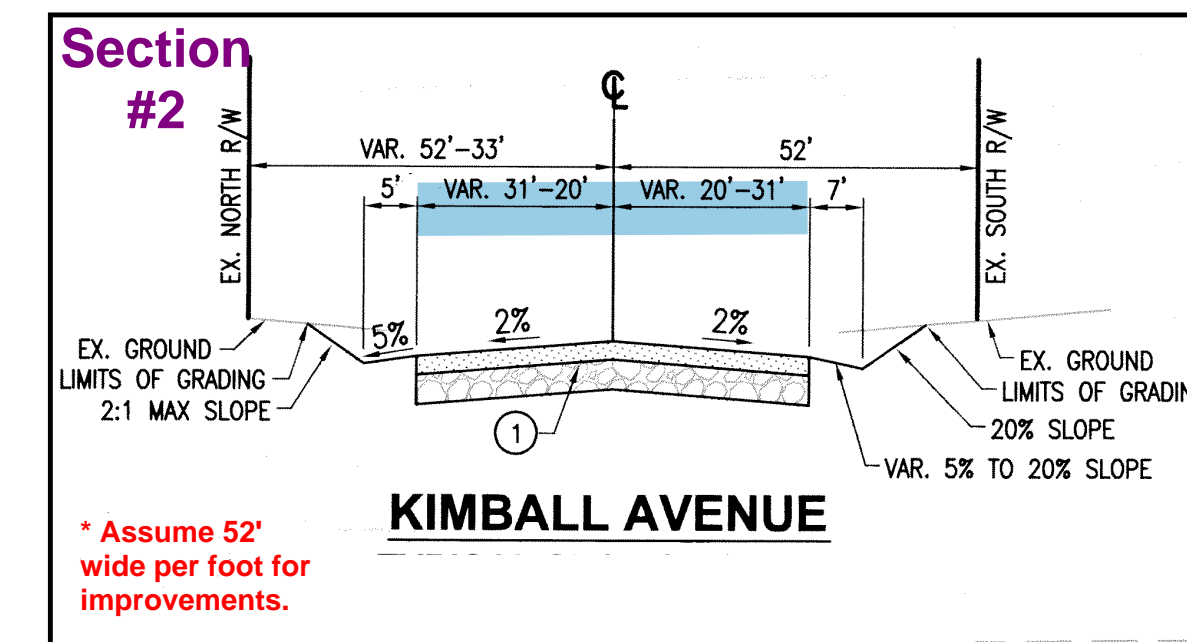


CFD Streets (Kimball Ave.)

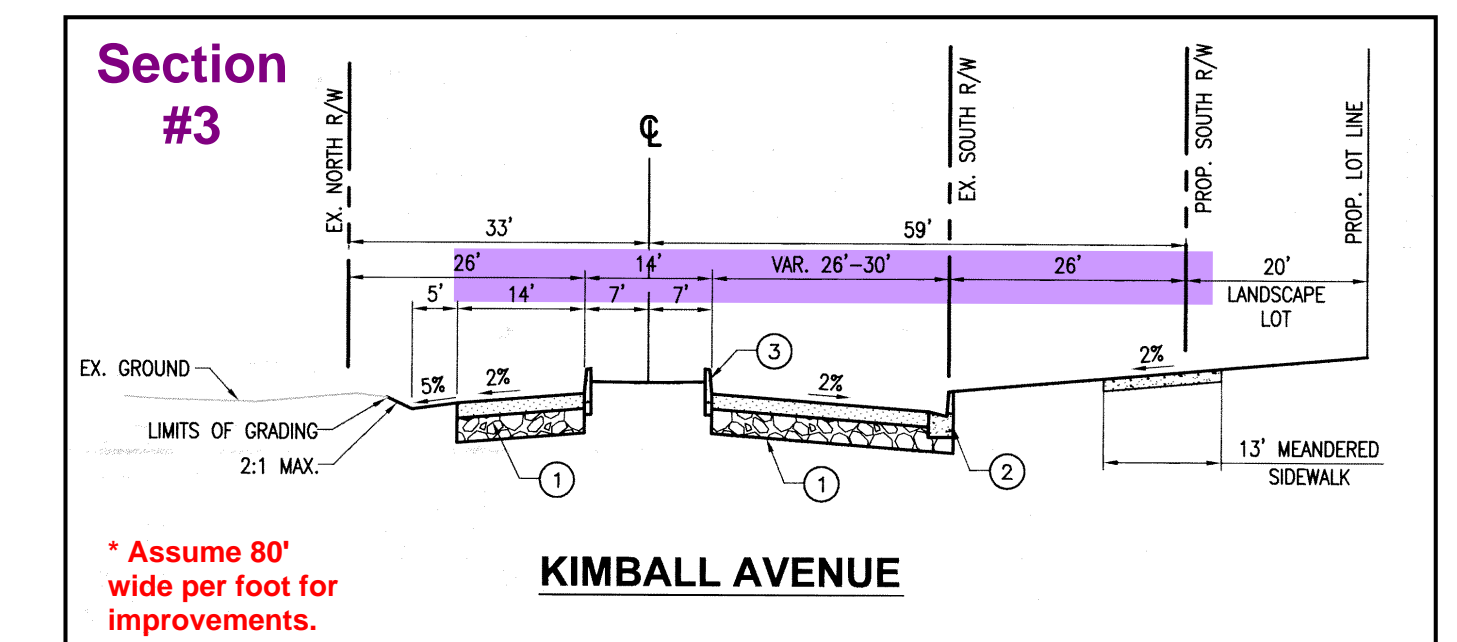
	Description	Quantity	Unit
█	Section #1	211	ft
█	Section #2	270	ft
█	Section #3	856	ft



Assume 56' wide improvements:
56' x 211 LF = 11,816 SF



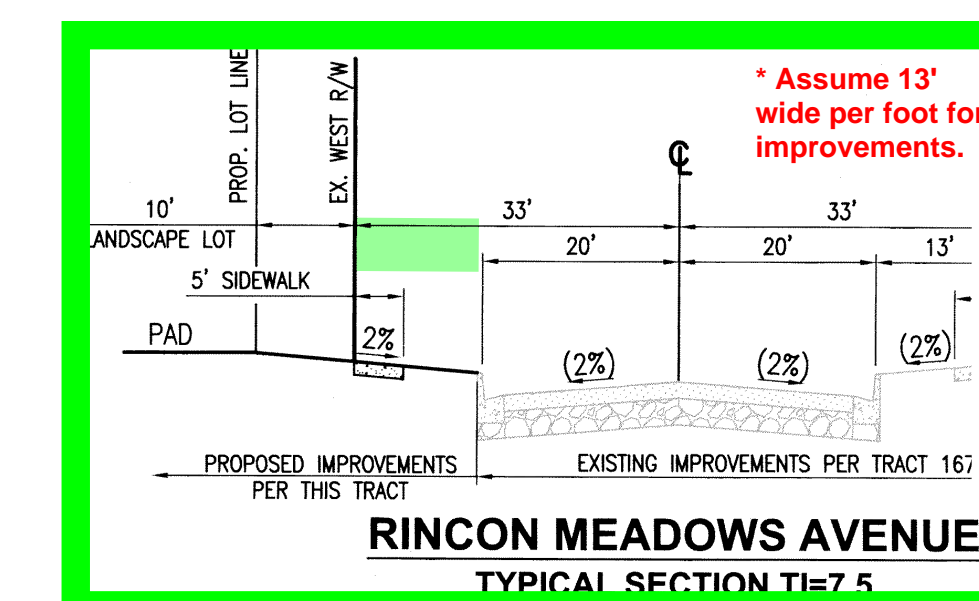
Assume 52' wide improvements:
52' x 270 LF = 14,040 SF



Assume 80' wide improvements:
80' x 856 LF = 68,480 SF

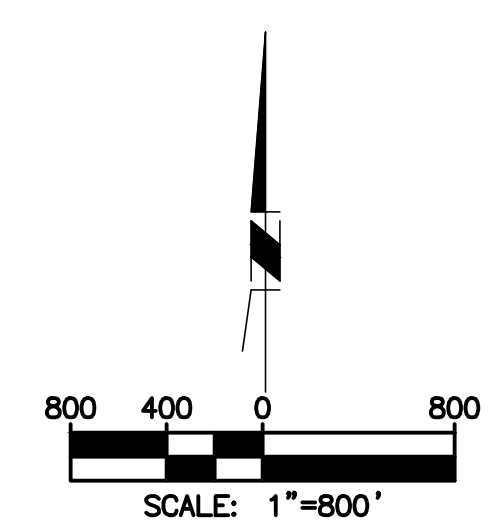
CFD Streets (Rincon Meadows Ave.)

	Description	Quantity	Unit
█	Rincon Meadows Ave.	1,323	ft



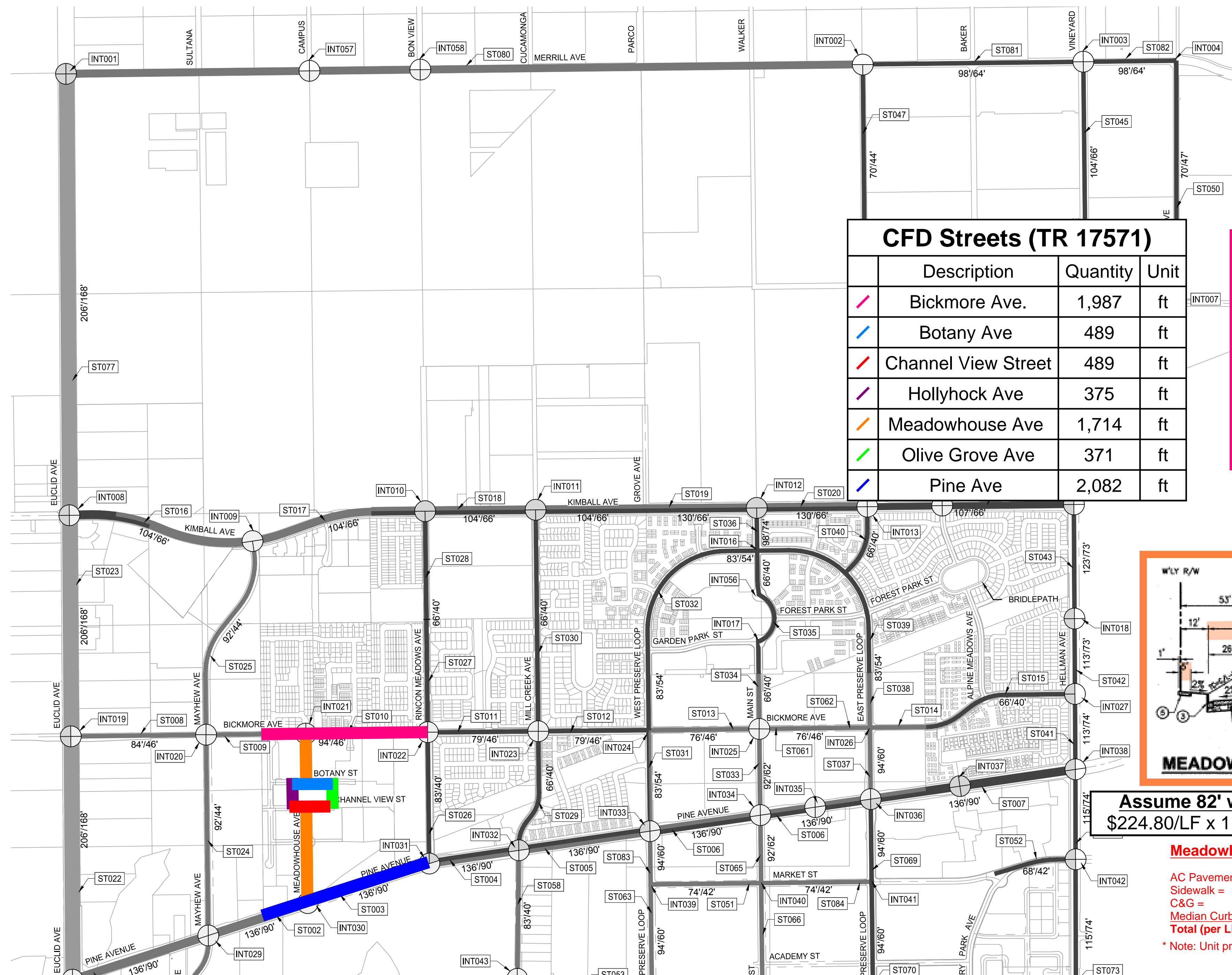
Assume 13' wide improvements:
13' x 1,323 LF = 17,199 SF

Street Name	Street SF	Total SF (All Streets)	% of Total	Total Cost (All Streets)	Total DIF Street Cost
Kimball Ave	94,336	111,535	84.58%	\$2,864,158.04	\$2,422,497.09
Rincon Meadows	17,199	111,535	15.42%	\$2,864,158.04	\$441,660.95
	111,535		100.00%		\$2,864,158.04

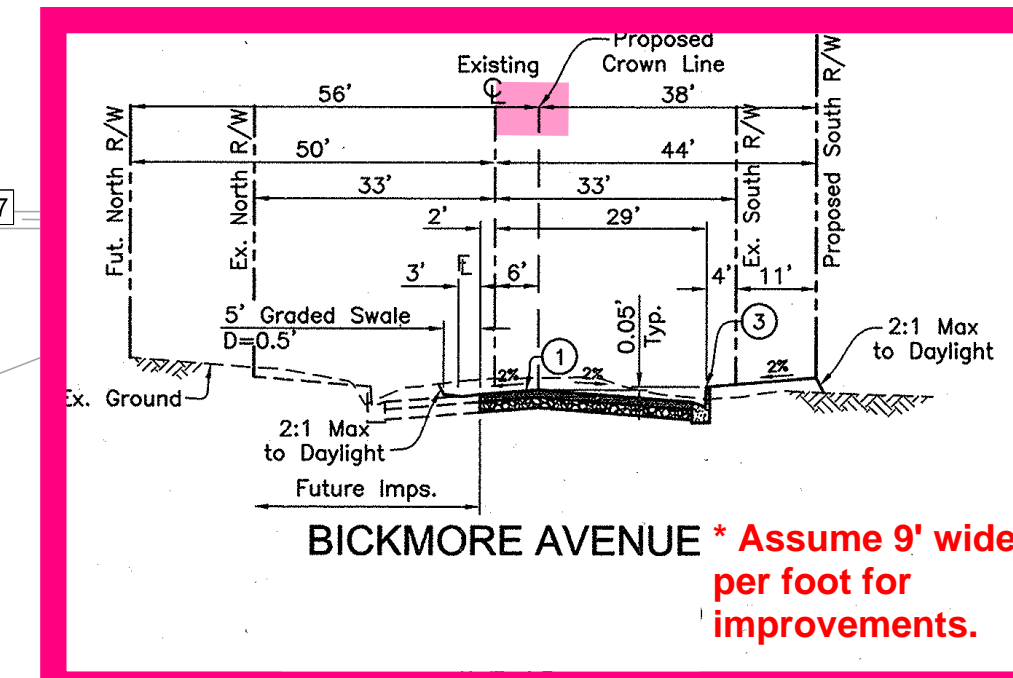


City of Chino "The Preserve" - Street DIF Tract Map No. 17571

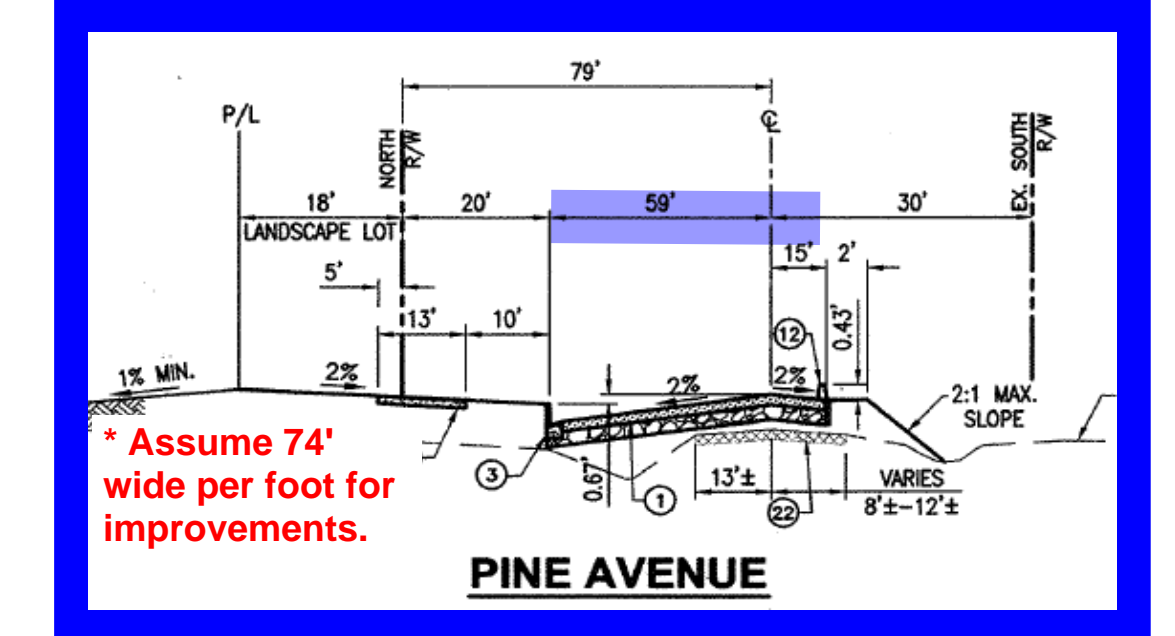
Updated 3/12/2024



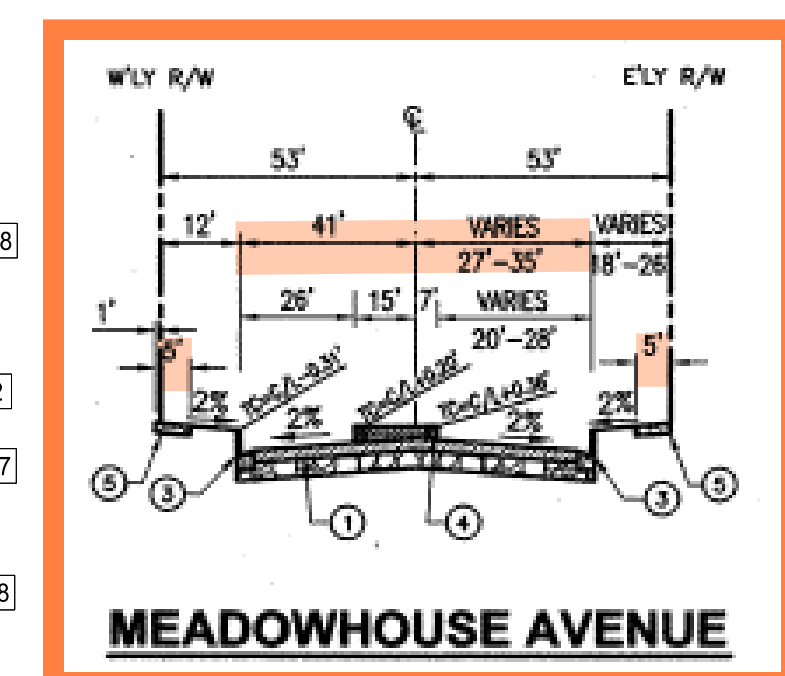
CFD Streets (TR 17571)			
Description	Quantity	Unit	
Bickmore Ave.	1,987	ft	
Botany Ave	489	ft	
Channel View Street	489	ft	
Hollyhock Ave	375	ft	
Meadowhouse Ave	1,714	ft	
Olive Grove Ave	371	ft	
Pine Ave	2,082	ft	



Assume 9' wide improvements:
9' x 1,987 LF = 17,883 SF

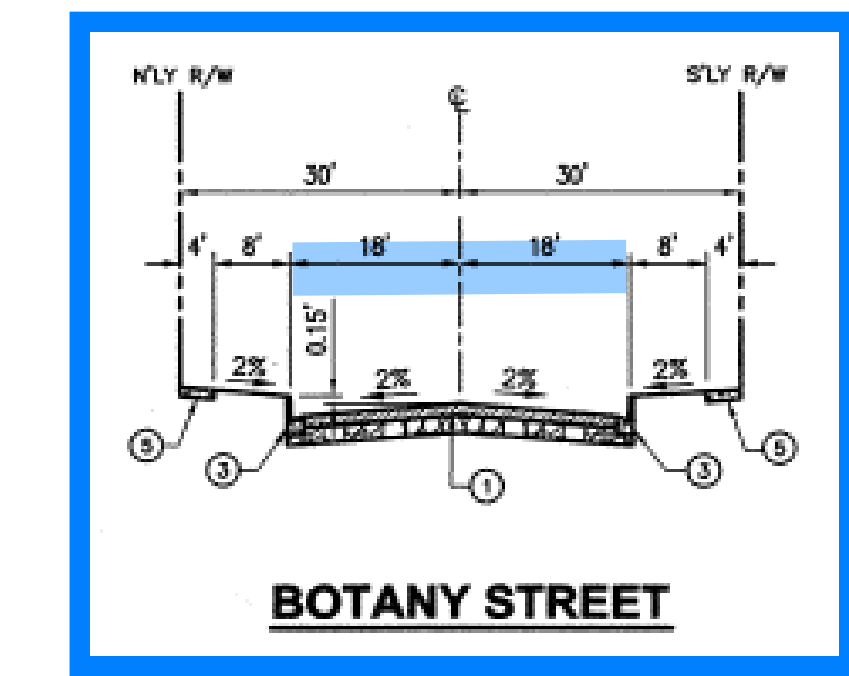


Assume 74' wide improvements:
74' x 2,082 LF = 154,068 SF



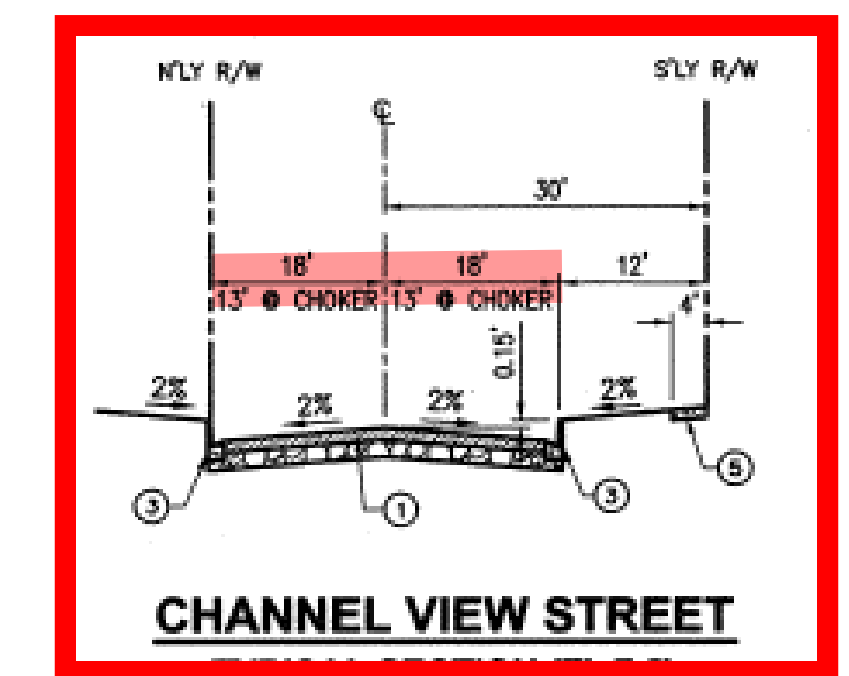
Assume 82' wide improvements:
\$224.80/LF x 1,714 LF = \$385,307.20

Meadowhouse Ave
AC Pavement = \$2.77/SF x 50' = \$138.50/LF
Sidewalk = \$3.80/SF x 10' = \$38.00/LF
C&G = \$15.75/LF x 2' = \$31.50/LF
Median Curb = \$8.40/LF x 2' = \$16.80/LF
Total (per LF of Road) = 224.80/LF
* Note: Unit prices per CFD contract



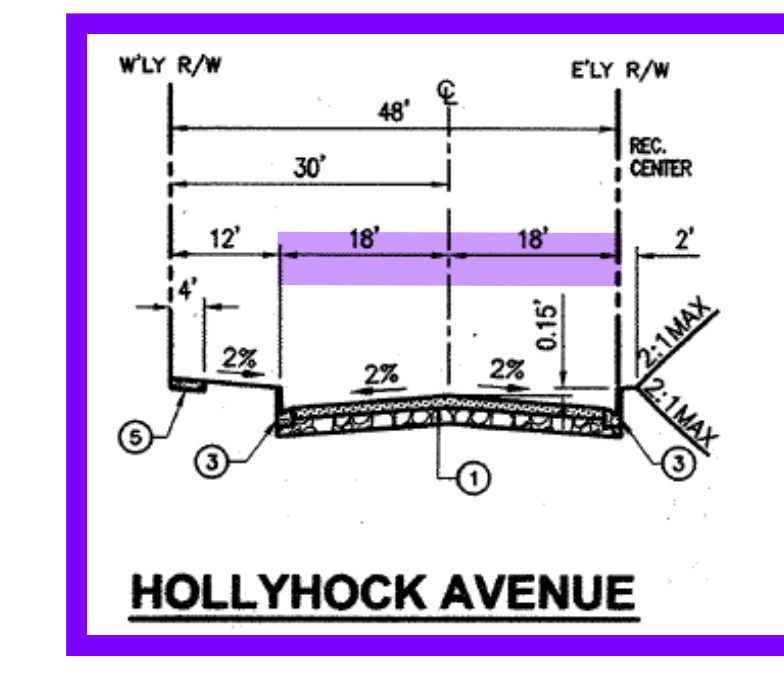
Assume 36' wide improvements:
\$120.14/LF x 489 LF = \$58,748.46

Botany Street
AC Pavement = \$2.77/SF x 32' = \$88.64/LF
C&G = \$15.75/LF x 2' = \$31.50/LF
Total (per LF of Road) = 120.14/LF
* Note: Unit prices per CFD contract



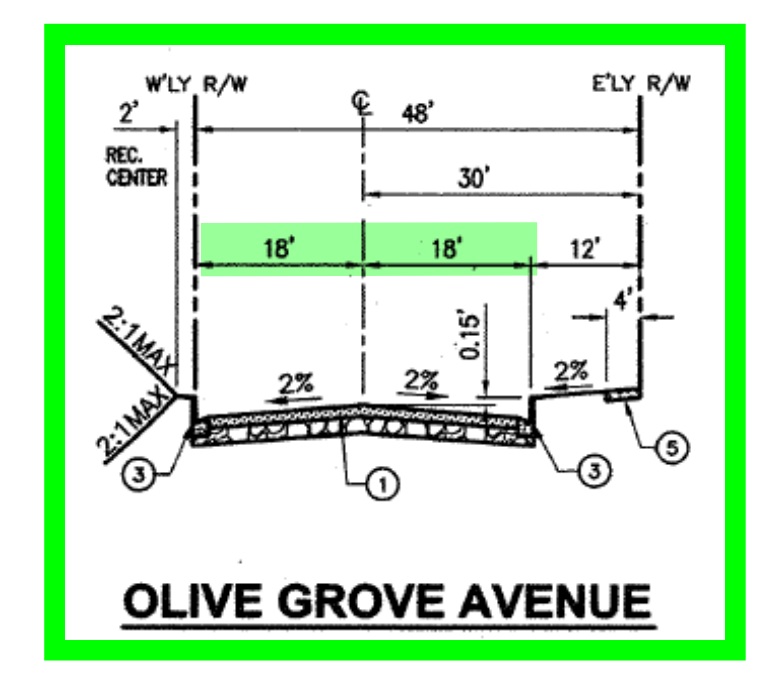
Assume 36' wide improvements:
\$120.14/LF x 489 LF = \$58,748.46

Channel View Street
AC Pavement = \$2.77/SF x 32' = \$88.64/LF
C&G = \$15.75/LF x 2' = \$31.50/LF
Total (per LF of Road) = 120.14/LF
* Note: Unit prices per CFD contract



Assume 36' wide improvements:
\$120.14/LF x 375 LF = \$45,052.50 SF

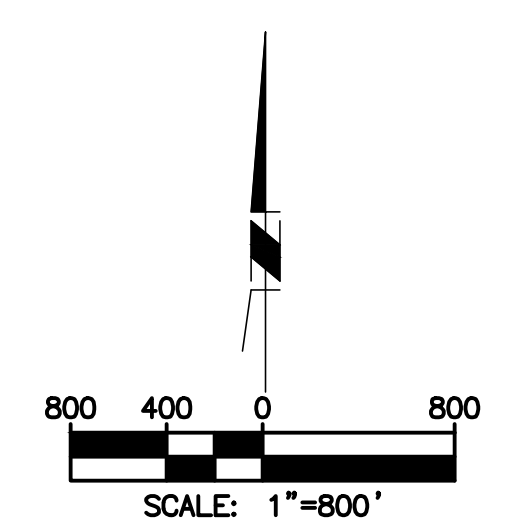
Hollyhock Ave
AC Pavement = \$2.77/SF x 32' = \$88.64/LF
C&G = \$15.75/LF x 2' = \$31.50/LF
Total (per LF of Road) = 120.14/LF
* Note: Unit prices per CFD contract



Assume 36' wide improvements:
\$120.14/LF x 371 LF = \$44,571.95

Olive Grove Ave
AC Pavement = \$2.77/SF x 32' = \$88.64/LF
C&G = \$15.75/LF x 2' = \$31.50/LF
Total (per LF of Road) = 120.14/LF
* Note: Unit prices per CFD contract

Street Name	Street SF	Total SF (All Streets)	% of Total	Total DIF Cost (All Streets)	Street Cost	Total DIF Street Cost
Street Cost						\$ 1,669,154.11
B/CV/HH/MH/OG Street Lights						\$ (324,465.38)
B/CV/HH/MH/OG Streetscape						\$ (226,965.35)
Botany Ave						\$ (58,748.46)
Channel View St						\$ (58,748.46)
Hollyhock Ave						\$ (45,052.50)
Meadowhouse Ave						\$ (385,307.20)
Olive Grove Ave						\$ (44,571.95)
DIF Street Total						\$ 525,294.81
Bickmore Ave	17,883	171,951	10.40%	\$525,294.81		\$54,630.95
Pine Ave	154,068	171,951	89.60%	\$525,294.81		\$470,663.86
	171,951		100.00%			\$525,294.81

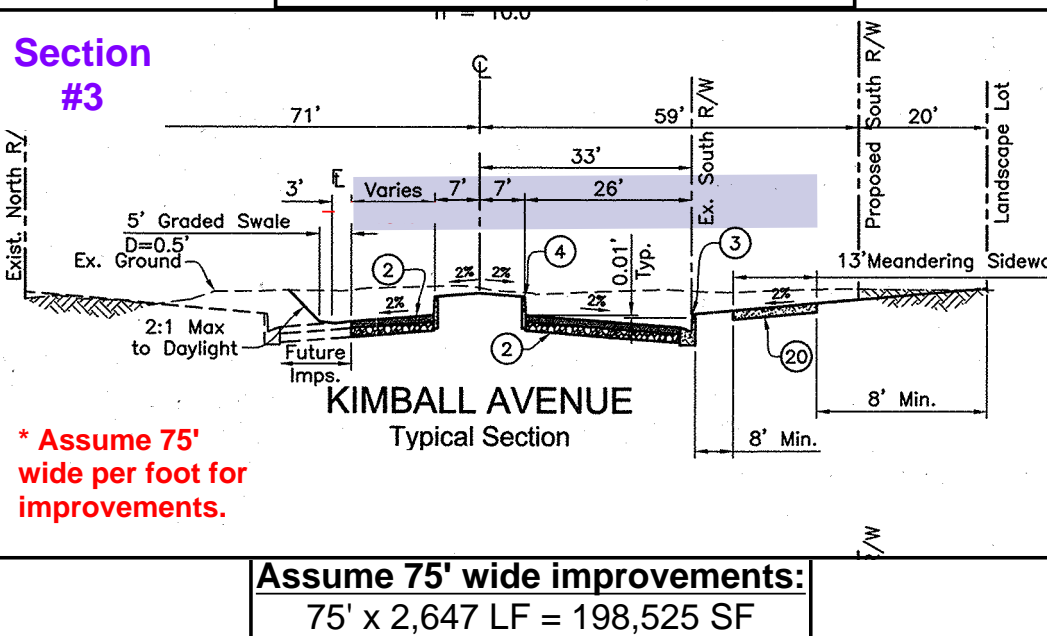
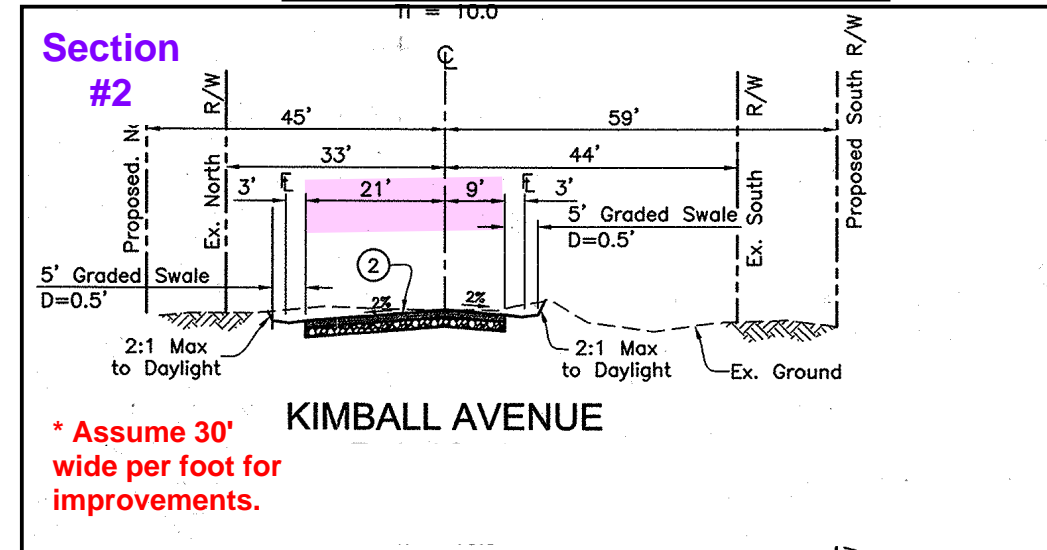
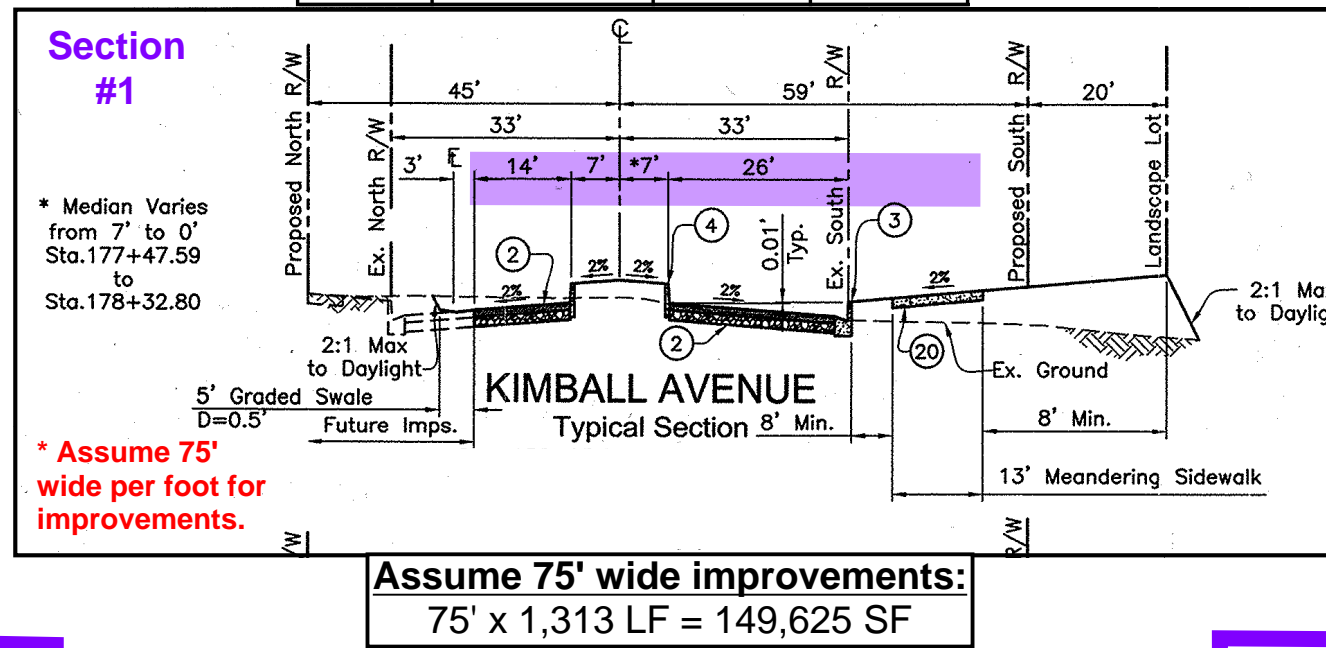


City of Chino "The Preserve" - Street DIF Tract Map No. 16419

Updated 3/12/2024

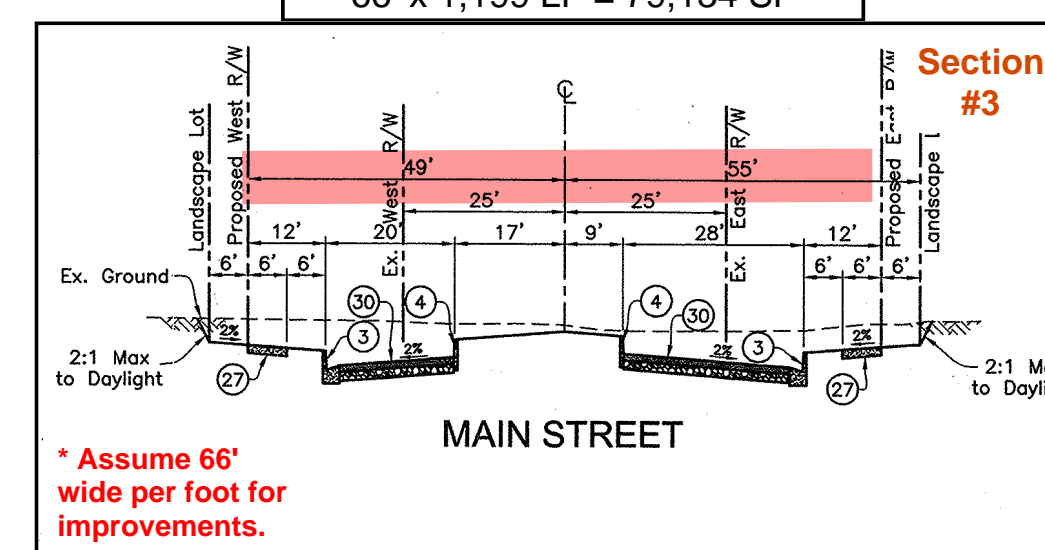
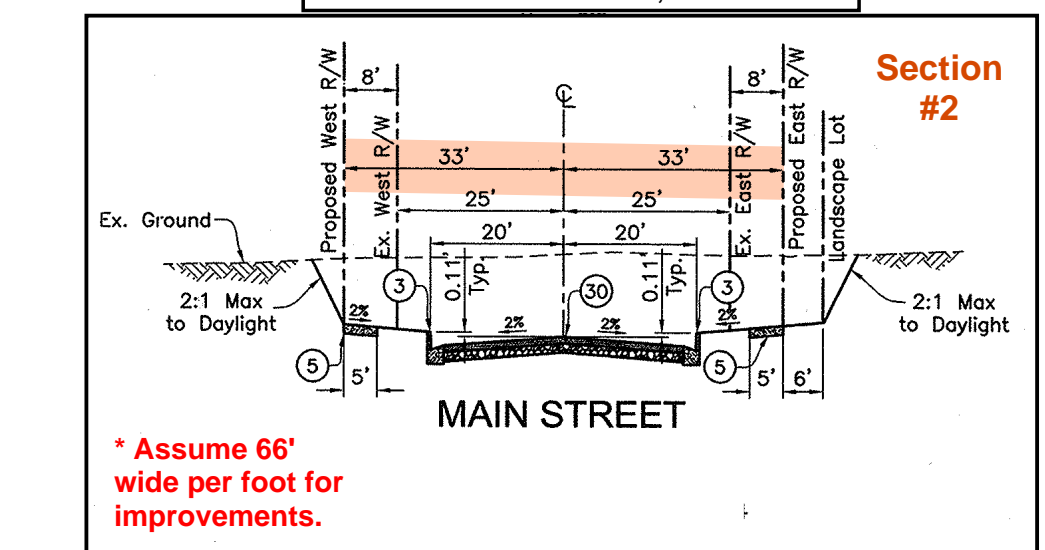
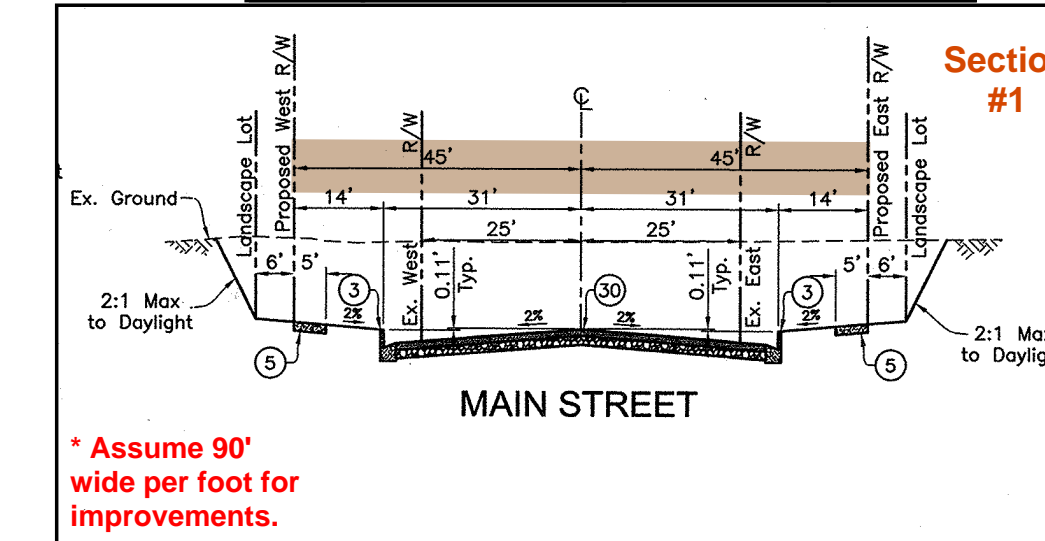
CFD Streets (Kimball Ave.)

Description	Quantity	Unit
Kimball #1	1,995	ft
Kimball #2	680	ft
Kimball #3	2,647	ft



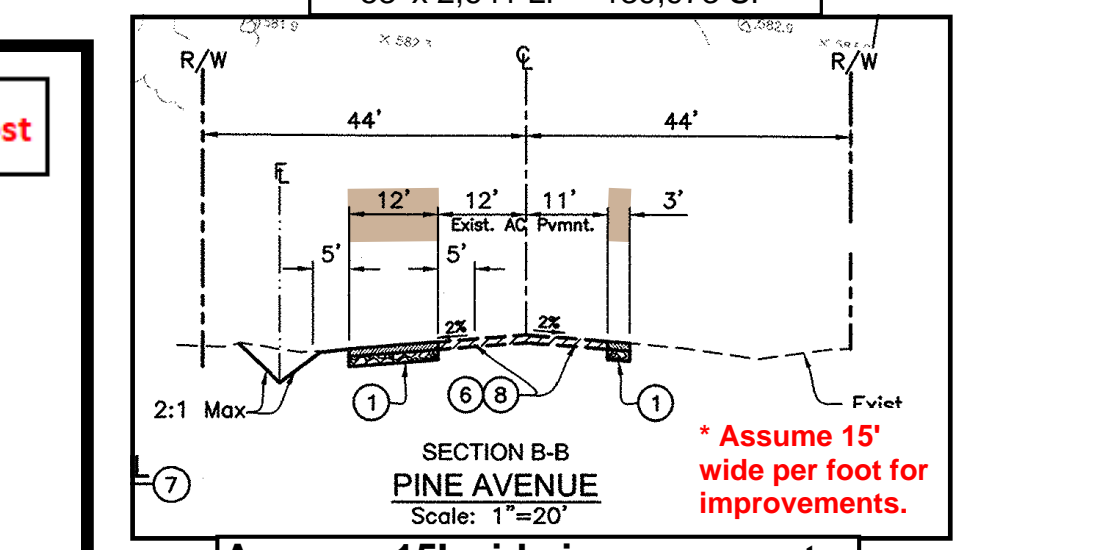
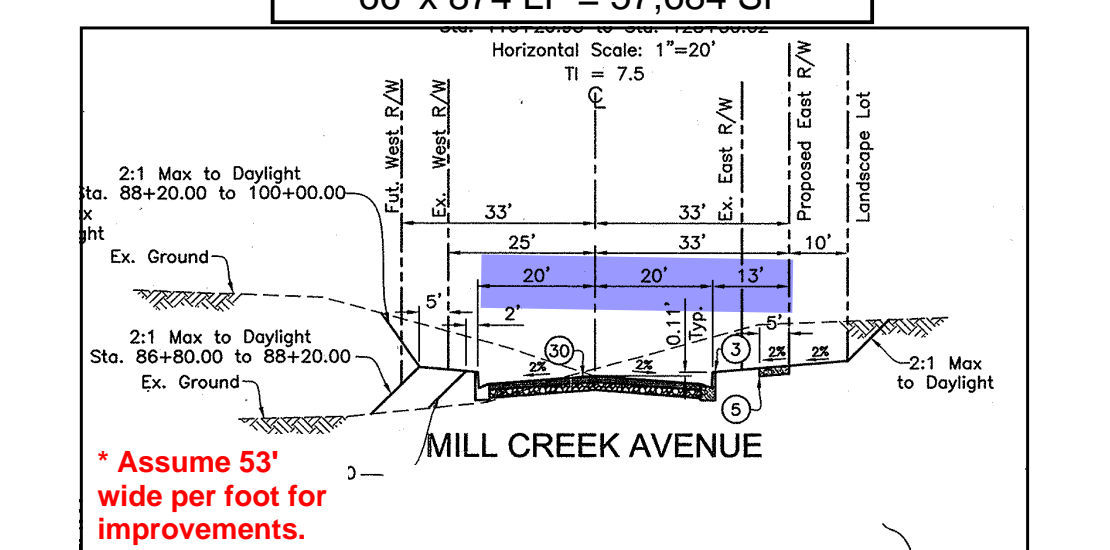
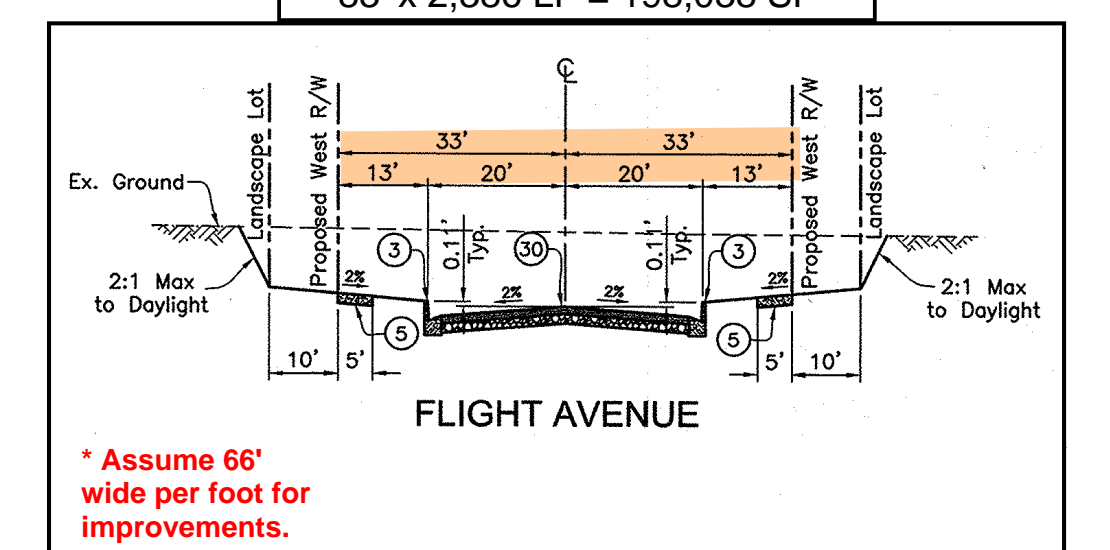
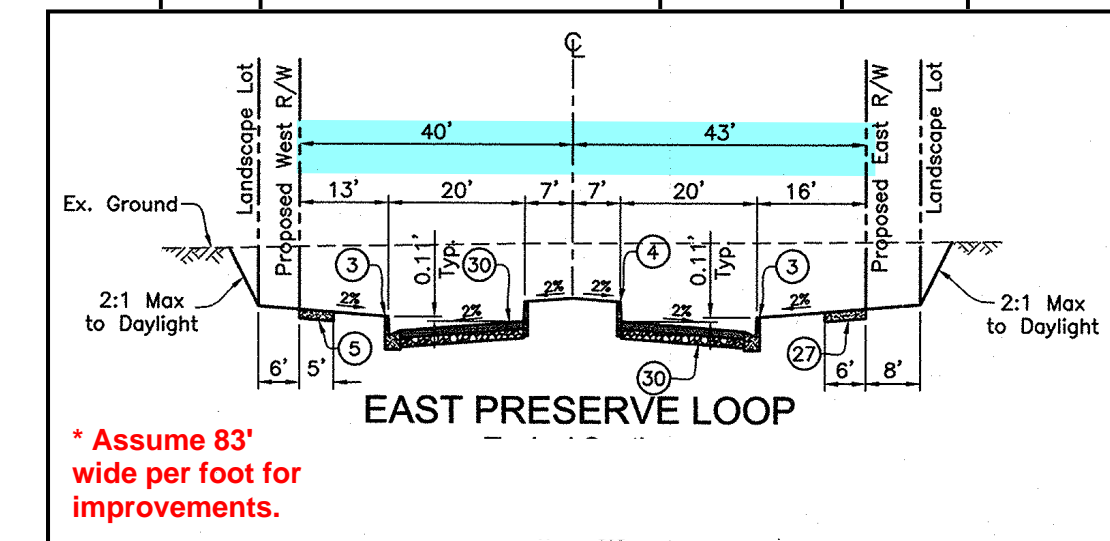
CFD Streets (Main St.)

Description	Quantity	Unit
Main #1	484	ft
Main #2	1,199	ft
Main #3	440	ft



CFD Streets & Signals Ph. 1

Description	Quantity	Unit
E. Preserve Loop	2,386	ft
Flight Ave.	874	ft
Mill Creek Ave.	2,641	ft
Pine Ave.	1,801	ft



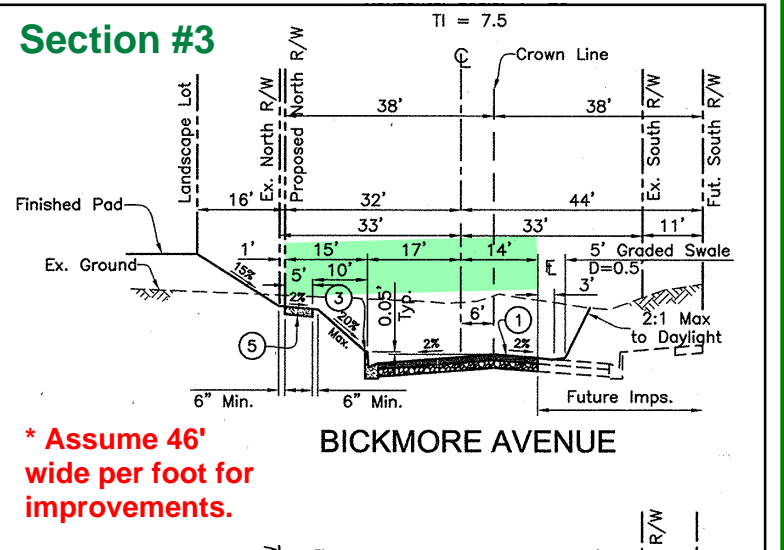
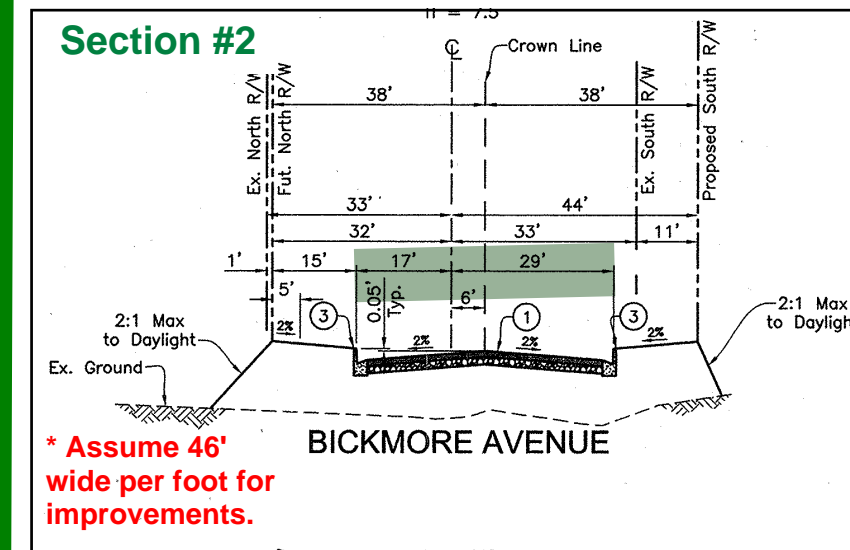
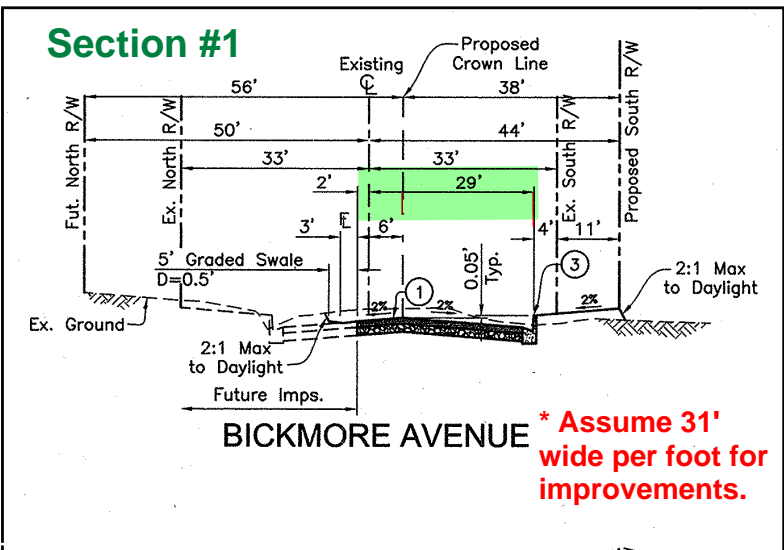
Assume 30' wide road:
30' x 2,200L = 66,000 SF
\$0.84/SF x 66,000 SF = \$55,440

Bickmore Ave Exclusion

Description	Quantity	Unit
Bickmore Exclusion	2,200	ft

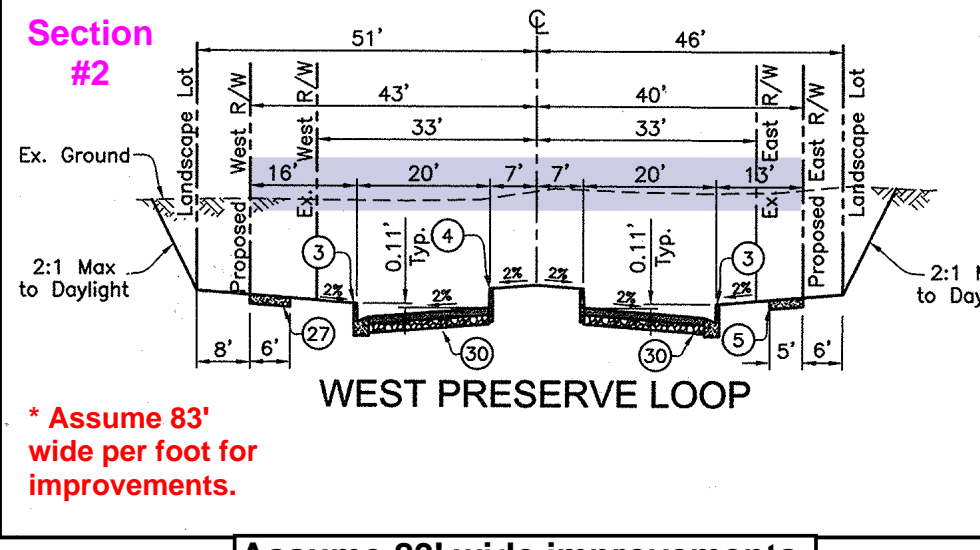
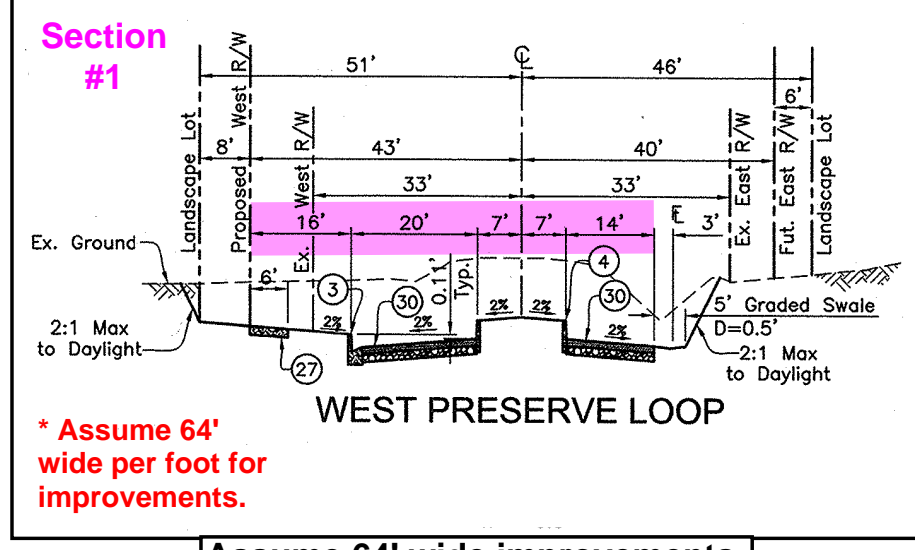
CFD Streets (Bickmore Ave.)

Description	Quantity	Unit
Bickmore #1	1,992	ft
Bickmore #2	1,306	ft
Bickmore #3	1,301	ft

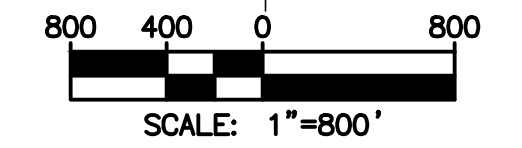


CFD Streets (W. Preserve Loop)

Description	Quantity	Unit
WPL #1	660	ft
WPL #2	2,385	ft



Street Name	Street SF	Total SF (All Streets)	% of Total	Total Cost (All Streets)	Total DIF Street Cost
Bickmore Ave #1	61,752	1,378,943	4.48%	\$10,446,878.99	\$467,833.46
Bickmore Ave #2	60,076	1,378,943	4.36%	\$10,446,878.99	\$455,136.07
Bickmore Ave #3	59,846	1,378,943	4.34%	\$10,446,878.99	\$453,393.59
Kimball Ave #1	149,625	1,378,943	10.85%	\$10,446,878.99	\$1,133,559.74
Kimball Ave #2	20,400	1,378,943	1.48%	\$10,446,878.99	\$154,550.50
Kimball Ave #3	198,525	1,378,943	14.40%	\$10,446,878.99	\$1,504,026.38
West Preserve Loop #1	42,240	1,378,943	3.06%	\$10,446,878.99	\$320,010.45
West Preserve Loop #2	197,955	1,378,943	14.36%	\$10,446,878.99	\$1,499,708.06
Main Street #1	43,560	1,378,943	3.16%	\$10,446,878.99	\$330,010.78
Main Street #2	79,134	1,378,943	5.74%	\$10,446,878.99	\$599,519.58
Main Street #3	43,120	1,378,943	3.13%	\$10,446,878.99	\$326,677.33
East Preserve Loop	198,038	1,378,943	14.36%	\$10,446,878.99	\$1,500,336.87
Flight Ave	57,684	1,378,943	4.18%	\$10,446,878.99	\$437,014.27
Mill Creek Ave	139,973	1,378,943	10.15%	\$10,446,878.99	\$1,060,436.14
Pine Ave	27,015	1,378,943	1.96%	\$10,446,878.99	\$204,665.77
TOTAL	1,378,943	1,378,943	100.00%	\$10,446,878.99	\$10,446,878.99



City of Chino "The Preserve" - Street DIF Tracts 16419, 17057 & 17571

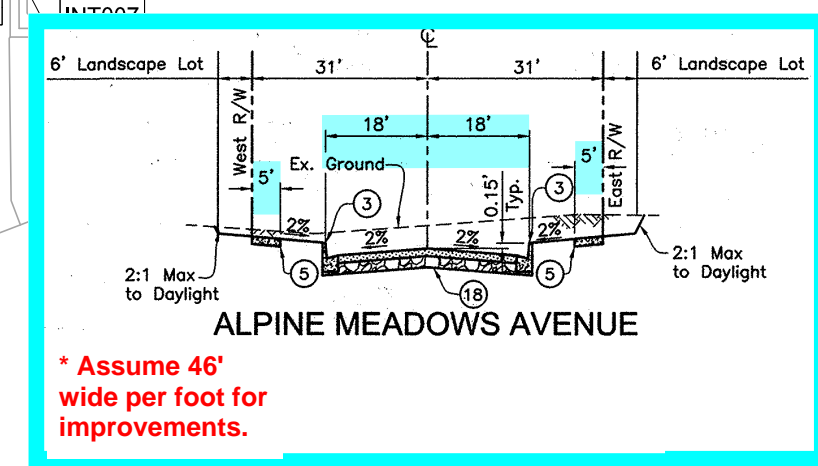
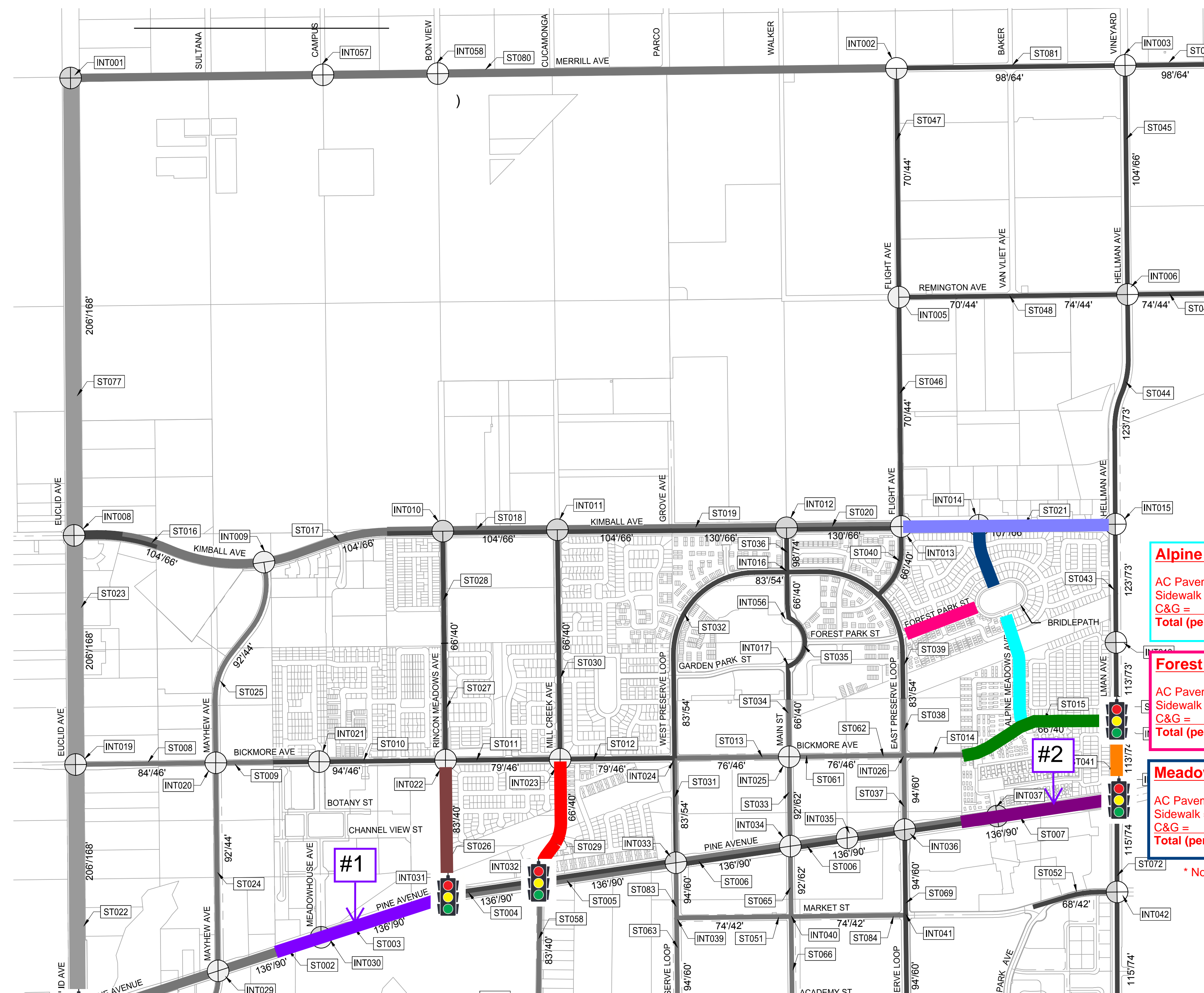
Updated 3/12/2024

CFD Streets & Signals Ph. 2

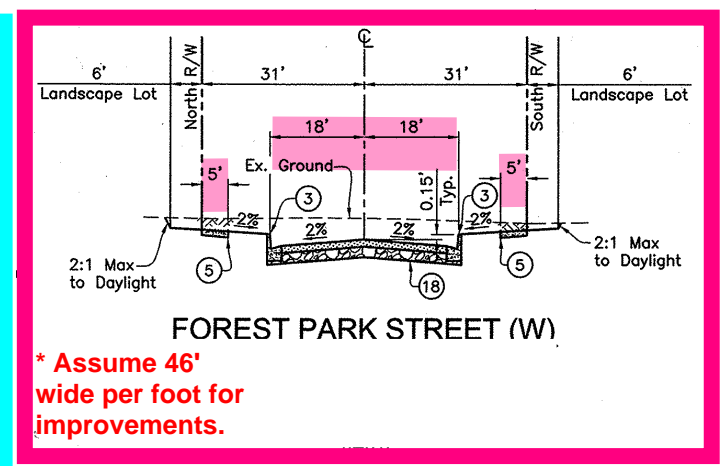
Description	Quantity	Unit
Alpine Meadows Ave	1,294	ft
Bicmore #3	1,744	ft
Forest Park St.	865	ft
Hellman Ave.	745	ft
Kimball Ave	2,371	ft
Meadow Valley Ave.	724	ft
Mill Creek Ave	1,356	ft
Rincon Meadows Ave	1,456	ft

CFD Streets (Pine Ave.)

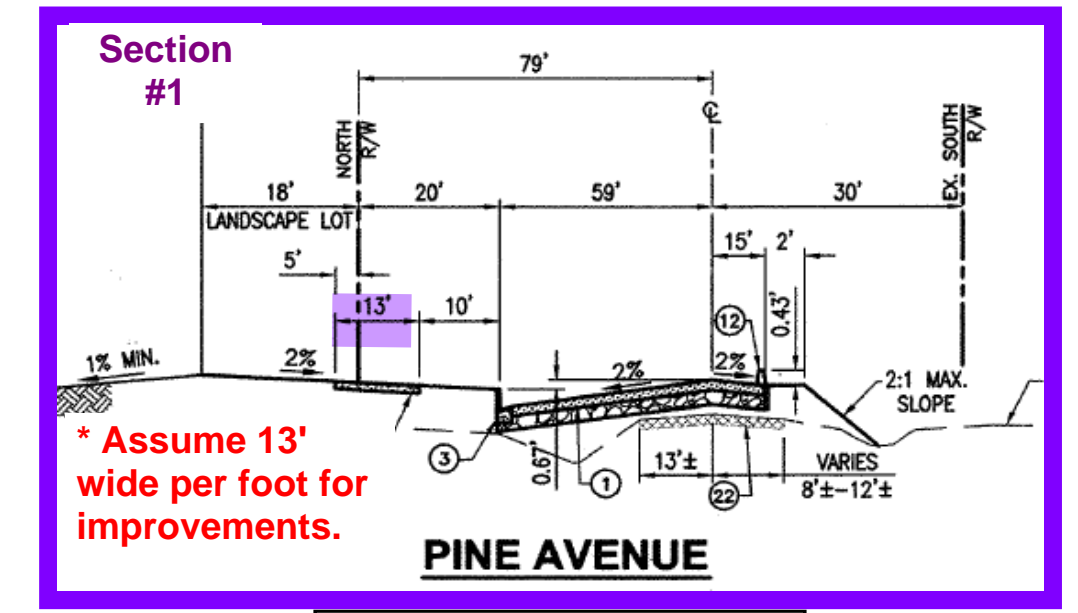
Description	Quantity	Unit
Pine #1	2,053	ft
Pine #2	1,806	ft



Assume 46' wide improvements:
\$157.30/LF x 1,294 LF = \$203,546.20



Assume 46' wide improvements:
\$157.30/LF x 865 LF = \$136,064.50



Assume 13' wide improvements:
13' x 2,053 LF = 26,689 SF

Alpine Meadows Ave

AC Pavement = \$2.75/SF x 32' = \$88.00/LF
 Sidewalk = \$3.30/SF x 10 = \$33.30/LF
 C&G = \$18/LF x 2 = \$36.00/LF
Total (per LF of Road) = 157.30/LF

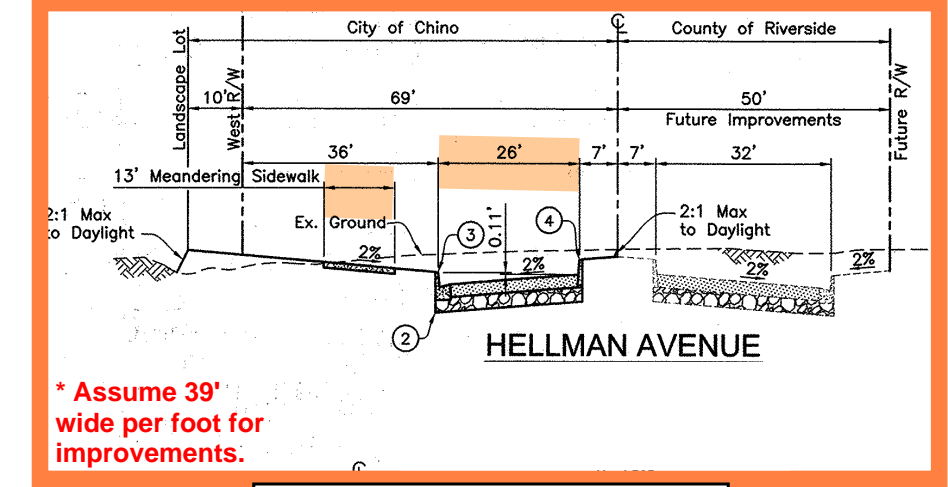
Forest Park Street

AC Pavement = \$2.75/SF x 32' = \$88.00/LF
 Sidewalk = \$3.30/SF x 10 = \$33.30/LF
 C&G = \$18/LF x 2 = \$36.00/LF
Total (per LF of Road) = 157.30/LF

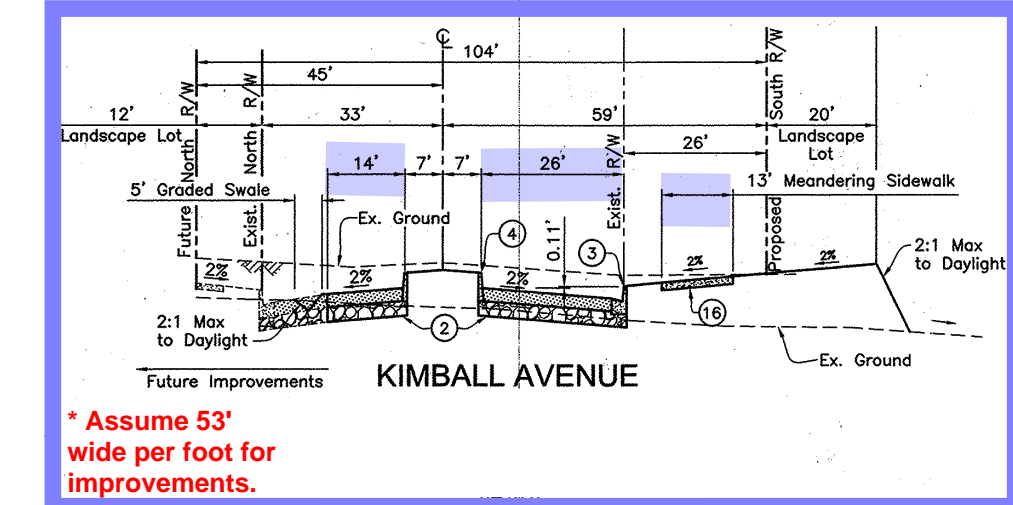
Meadow Valley Ave

AC Pavement = \$2.75/SF x 32' = \$88.00/LF
 Sidewalk = \$3.30/SF x 10 = \$33.30/LF
 C&G = \$18/LF x 2 = \$36.00/LF
Total (per LF of Road) = 157.30/LF

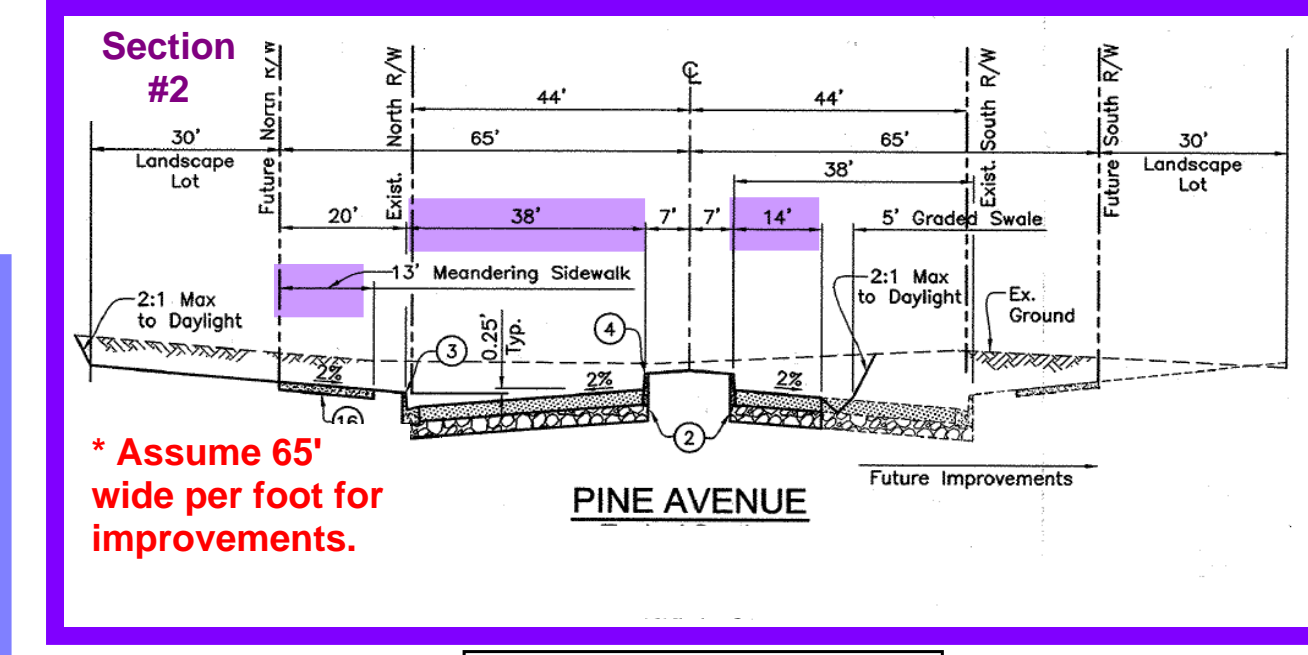
* Note: Unit prices per CFD contract



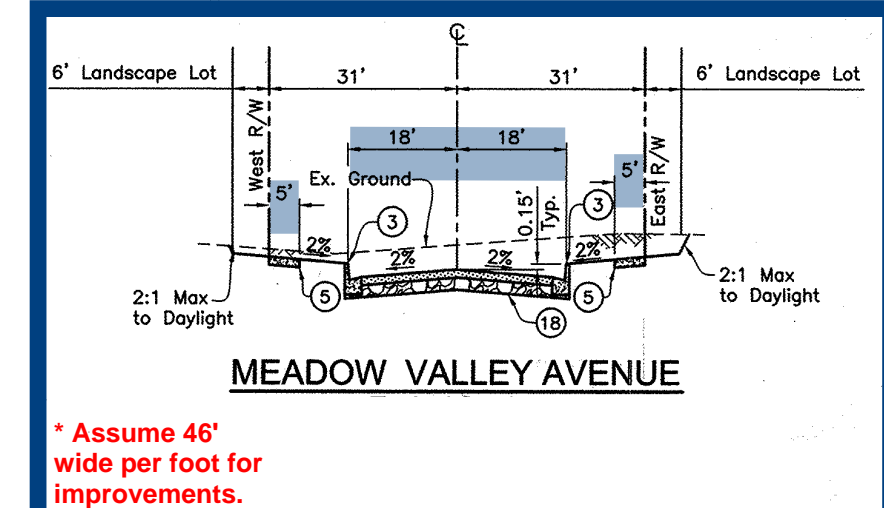
Assume 39' wide improvements:
39' x 745 LF = 29,055 SF



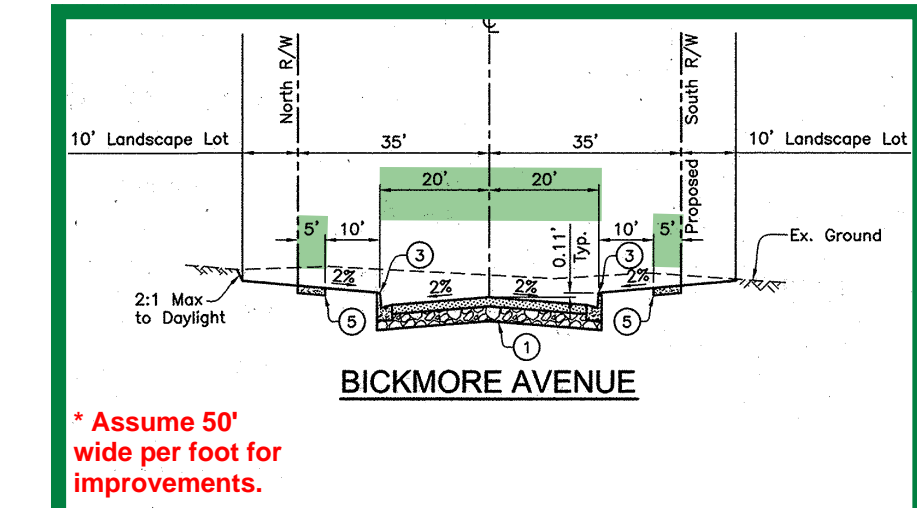
Assume 53' wide improvements:
53' x 2,371 LF = 125,663 SF



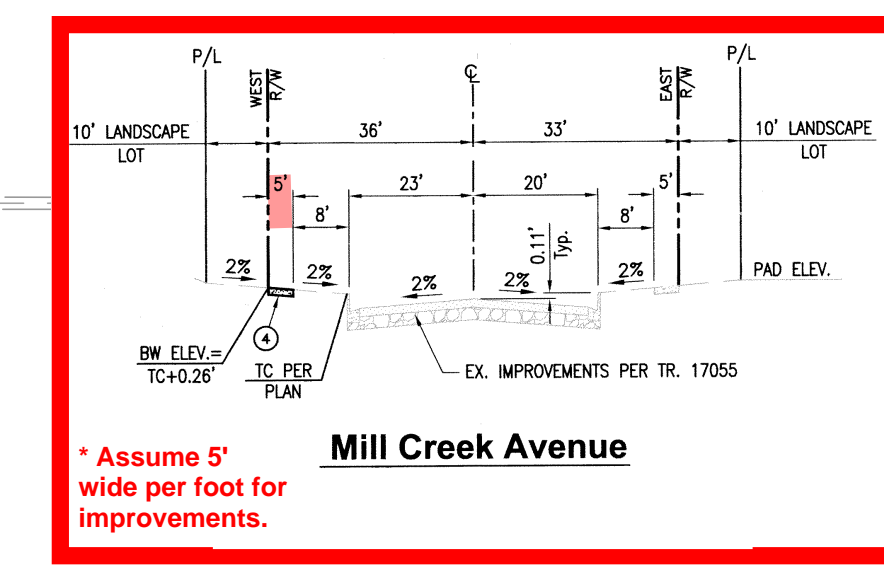
Assume 65' wide improvements:
65' x 1,806 LF = 117,390 SF



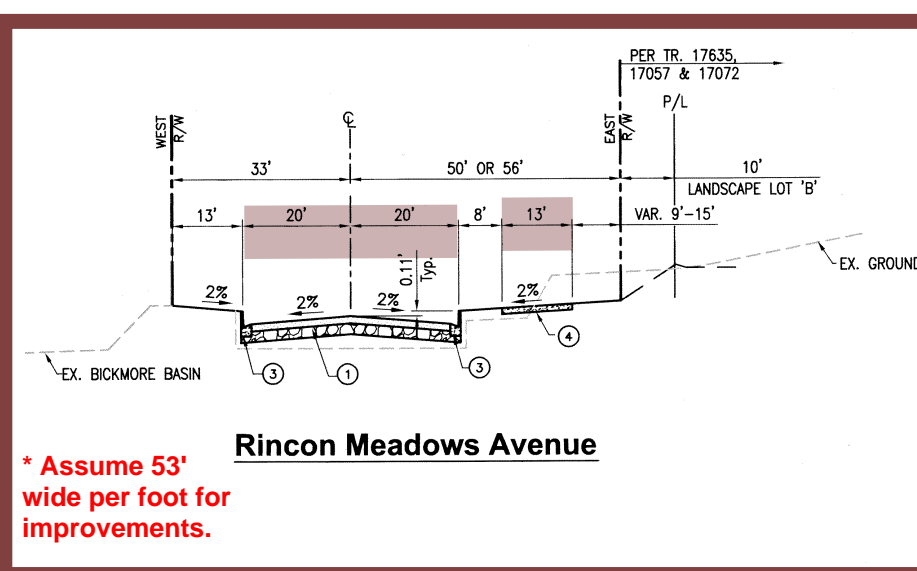
Assume 46' wide improvements:
\$157.30/LF x 724 LF = \$113,885.20



Assume 50' wide improvements:
50' x 1,744 LF = 87,200 SF

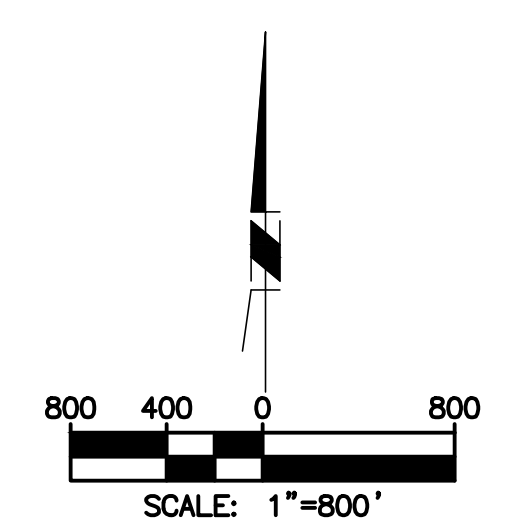


Assume 5' wide improvements:
5' x 1,356 LF = 6,780 SF



Assume 53' wide improvements:
53' x 1,456 LF = 77,168 SF

Street Name	Street SF	Total SF (All Streets)	% of Total	Total Cost (All Streets)	Total Street Cost
Street Cost				\$5,266,565.90	
AM/FP/MV Streetscape				\$ (649,812.34)	
Alpine Meadows Ave				\$ (203,546.20)	
Forest Park Street				\$ (136,064.50)	
Meadow Valley Ave				\$ (113,885.20)	
DIF Street Total				\$4,163,257.66	
Bickmore Ave	87,200	469,945	18.56%	\$4,163,257.66	\$772,507.57
Hellman Ave	29,055	469,945	6.18%	\$4,163,257.66	\$257,399.17
Kimball Ave	125,663	469,945	26.74%	\$4,163,257.66	\$1,113,252.50
Mill Creek Ave	6,780	469,945	1.44%	\$4,163,257.66	\$60,064.24
Rincon Meadows Ave	77,168	469,945	16.42%	\$4,163,257.66	\$683,633.76
Pine Ave #1	26,689	469,945	5.68%	\$4,163,257.66	\$236,438.70
Pine Ave #2	117,390	469,945	24.98%	\$4,163,257.66	\$1,039,961.73
	469,945		100.00%		\$4,163,257.66



Contract No.: _____

Approval Date: _____

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT

**THE PRESERVE
CIRCULATION (STREETS, SIGNALS and BRIDGES) DEVELOPMENT IMPACT FEE
PROGRAM**

(Circulation Projects 2004-2019)

This CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT (“**Agreement**”) is entered into this 19th day of November 2024 (“**Effective Date**”), by and between CITY OF CHINO, a California municipal corporation (“**City**”), and [CHINO DEVELOPMENT CORPORATION, a California corporation and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation] (“**Developer**”). City and Developer are sometimes hereinafter referred to individually as “**Party**” and jointly as “**Parties**”.

RECITALS

A. Pursuant to that certain Preserve Development Agreement No. 2004-073, effective July 1, 2004, as amended, among City, Developer and Developer’s affiliate Chino Holding Company and the conditions for Tracts 16419, 16419-1, 16420, 16420-1, 16797,17057, 17571, 17572, 17574, 18480 and 19994 (“**Developer’s Properties**”), but excluding work done on Pine Avenue known as Stages 1-3 that are covered in City Reimbursement Contract No. 2022-029 (“**Developer’s Properties**”), Developer was required to design and construct various Circulation Facilities as a condition to the development of The Preserve community.

B. Developer has completed all work required in connection with the design and construction of that certain work described in the Summary of Improvements attached hereto as Exhibit A (the “**Project**”) according to the specifications of the City and under the inspection of, and to the satisfaction of the City Engineer of the City.

C. The Circulation Facilities are master-planned facilities and are included in the City’s Preserve Circulation (Streets, Signal and Bridges Development Impact Fee (“**DIF**”) program. The Project is eligible for reimbursement to Developer by the City and credit against development impact fees (“**DIFs**”) pursuant to the Chino Municipal Code, Chapters 3.45 entitled “Preserve Development Impact Fees” (the “**DIF Ordinance**”) and, specifically, Section 3.45.130 thereof.

D. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a DIF is imposed, Developer shall be eligible to receive reimbursement and a fee credit toward the DIFs imposed on the Project for the same type of public facility so constructed, and shall be entitled to credit for eligible costs of constructing the public facilities.

E. City and Developer desire to enter into this Agreement (i) to memorialize their agreement as to the Total DIF Cost (defined in Section 2.1 below) to which Developer is entitled for its design and construction of the Project, (ii) to provide the methodology for the City’s

reimbursement to Developer and crediting to The Preserve Circulation DIFs (defined in Section 2.2 below) of the Total DIF Costs and (iii) to establish the requirements for Developer's transfer or application of all or any portion of available Credits (defined in Section 2.3 below) to a third party.

F. Developer and City also desire to memorialize herein Developer's right to the highest priority reimbursement of funds from The Preserve Circulation DIF fund.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree as follows:

AGREEMENT:

1. **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. **Preserve DIF Credit and Reimbursement.**

2.1 **Total DIF Cost.** The City Engineer has determined that the total costs of the Project that are eligible for credit and reimbursement pursuant to the DIF Ordinance is Thirty-Five Million One Hundred Thirty-One Thousand Five Hundred Twenty-Eight and 37/100 Dollars (\$35,131,528.37) ("**Total DIF Cost**").

2.2 **Past Project Credits and Reimbursements.** City has previously issued credits to Developer in the amount of Twenty Eight Million Two Hundred Eight Thousand Five Hundred Fifty-Three and 49/100 Dollars (\$28,208,553.49) against The Preserve Circulation DIFs ("**Circulation DIFs**") otherwise due and payable in connection with development within Developer's Properties pursuant to the DIF Ordinance ("**Past Project Credits and Reimbursements**"), as more particularly set forth in Exhibit B titled "Circulation DIF Credits and Reimbursement Reconciliation" attached hereto and made part of hereof.

2.3 An amount equal to the Total DIF Cost less the Past Project Credits and Reimbursements (the "**Remaining Circulation DIF Credit and Reimbursement Amount**"), namely Six Million Nine Hundred Twenty-Two Thousand Nine Hundred Seventy-Four and 88/100 Dollars (\$6,922,974.88), remains to be reimbursed to Developer or credited to Developer for future Circulation DIFs otherwise due and payable by Developer anywhere within the Developer's Properties ("**Credits**"). Because, as of the Effective Date, Developer has already incurred the Total DIF Cost, Circulation DIFs applicable to homes within Developer's Property for which building permits are issued after the Effective Date shall be in the amount of the Circulation DIF in effect as of the Effective Date and, in the event that the City increases the City's Circulation DIFs, such increase shall not be applicable to Developer's Property after the Effective Date.

3. **Reimbursement.** The public facilities which comprise the Project and are the subject of this Agreement were constructed and opened for use by the City prior to the date of the opening for use by the City of any other Circulation facilities which may be eligible for reimbursement. Accordingly, pursuant to the first-in/first-out provision of the DIF Ordinance (*i.e.*, Section 3.45.130.A7), reimbursement to Developer for the Project shall have priority and be first in line over all other Circulation facilities. As such, as of the Effective Date and thereafter, as set forth in the following Section 4, City shall reimburse Developer the Total DIF Costs, less (i) the amount of the Past Project Credits, and (ii) the amount of Credits applied after the Effective Date ("**Remaining Amount**"), to the full extent of available Circulation DIFs then held by City until the

Total DIF Costs are reimbursed in full via DIF credits and reimbursements.

4. **Annual Reconciliation.** On the first business day following each July 1st, commencing on July 1, 2025, City and Developer representatives shall meet for the purpose of ascertaining Credits to the Circulation DIFs issued by City to the Developer after the Effective Date for Developer's Properties, the amount of any reimbursements made to Developer, the amount of the Remaining Amount, and the Circulation DIFs then held by the City. City and Developer shall prepare a document that reconciles the foregoing, which document shall be approved by the City Council. When approved by the City Council said reconciliation document shall constitute a revision to and update of the Circulation DIF Credit and Reimbursement Reconciliation and the Circulation DIF Credit and Reimbursement Amount and it shall be binding on the Parties. The Circulation DIFs held by City which are subject to reimbursement to Developer shall then be paid by City to Developer within thirty (30) days after the date that such Circulation DIF Credit and Reimbursement Reconciliation is approved by the City Council.

5. **DIF Addendum.** Developer shall have the right to assign all or portions of Developer's rights to Credits hereunder in accordance with the requirements specified in the DIF Credit Addendum attached hereto as Exhibit C, which assignment will require City's written acknowledgement. Developer understands that strict compliance with the assignment restrictions is critical to allow City to track the total amount of Credits previously applied and remaining and Developer's failure to comply with the assignment requirements in the DIF Credit Addendum may result in delays in the processing of Credit assignments by the City.

6. **Assignment.** Developer may assign this Agreement to a third party subject to the approval of City's Director of Public Works, which shall not be unreasonably withheld. If Developer desires to assign this Agreement, Developer shall provide detailed information as to the proposed assignee as requested by City.

7. **Miscellaneous.**

7.1 **Relationship between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

7.2 **Authority to Enter Agreement.** Each person executing this Agreement on behalf of Developer represents and warrants that he or she has the legal power, right and authority to execute this Agreement on behalf of Developer and that this Agreement is binding upon Developer.

7.3 **Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any person shall be in writing and either served personally, communicated electronic mail (with a receipt requested), or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: Hye Jin Lee
Director of Public Works Development
Email: HJLee@cityofchino.org

With Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.
Email: fgalante@awattorneys.com

To Developer: Chino Development Corporation 1156
North Mountain Avenue
Upland, CA 91786
Attn: Mr. Bryan T. Goodman

With a copy to: Lewis Management Corp. 1156
North Mountain Avenue
Upland, CA 91786
Attn: Jay Dupre, Esq
Email: jj.dupre@lewismc.com

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

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

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

7.7 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

7.8 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

7.10 **Governing Law; Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action

or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California.

7.11 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

7.12 **City Officers and Employees.** No officer or employee of City shall be personally liable to Developer or any successors in interest in the event of any default or breach by City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to City or any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to City or their successors in interest or for breach of any obligation of the terms of this Agreement.

7.13 **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

7.14 **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

<u>Exhibit A</u>	Summary of Improvements Included in the Project
<u>Exhibit B</u>	Circulation DIF Credit and Reimbursement Reconciliation
<u>Exhibit C</u>	DIF Credit Addendum

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

“DEVELOPER”

CHINO DEVELOPMENT CORPORATION,
a California corporation

By: _____
Name: Bryan T. Goodman
Its: Authorized Agent

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: _____
Name: Bryan T. Goodman
Its: Authorized Agent

“CITY”

CITY OF CHINO,
a municipal corporation

By: _____
Linda Reich Date
City Manager

ATTEST:

By: _____
Natalie Gonzaga Date
City Clerk

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee Date
Director of Public Works

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante Date
City Attorney

DEVELOPER: ONE PERSON AUTHORIZED BY THE APPLICABLE ENTITY FORMATION DOCUMENTS SHALL EXECUTE THIS AGREEMENT. COPIES OF APPLICABLE DOCUMENTS EVIDENCING SUCH AUTHORITY SHALL BE PROVIDED TO CITY. DEVELOPER SIGNATURE SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE APPLICABLE FORMATION DOCUMENTS FOR THE ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

SUMMARY OF IMPROVEMENTS INCLUDED IN BUDGET

[attached]

Chino Preserve
City of Chino - DIF
As of 6/30/2019 (Revised 10/4/2024)
Category: Streets

Description	6/30/2019	Additions / (Subtractions)	Revised 05/08/2023	Additions / (Subtractions)	Revised 05/23/2023	Additions / (Subtractions)	8		Revised 3/21/2024
							3-21-2024 (Subtractions)		
Pre-Approved CFD Costs									
CFD 2003-3 Base Draw # 12 - Tract 16419-1 Phase 1 Streets	3,678,059.53	-	3,678,059.53	-	3,678,059.53	-			3,678,059.53
CFD 2003-3 Supplement Draw # 12 - Tract 16419-1 Phase 1 Streets	2,405,102.98	-	2,405,102.98	-	2,405,102.98	-			2,405,102.98
CFD 2003-3 Base Draw # 13 - Phase 1 Streetscapes 16419-1	2,141,610.71	-	2,141,610.71	-	2,141,610.71	-			2,141,610.71
CFD 2003-3 Supplement Draw # 13 - Phase 1 Streetscapes 16419-1	371,980.68	-	371,980.68	-	371,980.68	-			371,980.68
CFD 2003-3 Base Draw # 15 - Tract 16419 Phase 2 Streets	2,173,685.61	-	2,173,685.61	-	2,173,685.61	-	(453,495.50)		1,720,190.11
CFD 2003-3 Base Draw # 17 - Kimball Basins Streetscapes	776,978.38	-	776,978.38	-	776,978.38	-			776,978.38
CFD 2003-3 Supplement Draw # 17 - Kimball Basins Streetscapes	212,226.19	-	212,226.19	-	212,226.19	-			212,226.19
CFD 2003-3 Base Draw # 19 - Hellman Street Improvements	736,859.39	-	736,859.39	-	736,859.39	-			736,859.39
CFD 2003-3 Base Draw # 20 - Phase 2 Streetscapes 16419	649,812.34	-	649,812.34	-	649,812.34	-	(649,812.34)		-
CFD 2003-3 Base Draw # 24 - Tract 17571 Streets	1,117,723.38	-	1,117,723.38	-	1,117,723.38	-	(592,428.77)		525,294.61
CFD 2003-3 Base Draw # 26 - Homecoming Phase 1 Streets	2,449,220.07	-	2,449,220.07	-	2,449,220.07	-			2,449,220.07
CFD 2003-3 Base Draw # 30 - Tract 17571 Streetlights	324,465.38	-	324,465.38	-	324,465.38	-	(324,465.38)		-
CFD 2003-3 Base Draw # 31 - Tract 17571 Streetscapes	226,965.35	-	226,965.35	-	226,965.35	-	(226,965.35)		-
CFD 2003-3 Base Draw # 32 - Homecoming Phase 2 Streets	817,107.36	-	817,107.36	-	817,107.36	-			817,107.36
Share of CFD-2003-3 Draw # 14 - Tract 16797 Street, Sewer, Water	518,498.48	-	518,498.48	-	518,498.48	-			518,498.48
Pre-Approved CFD Costs Subtotal	18,600,295.83	-	18,600,295.83	-	18,600,295.83	-	(2,247,167.34)		16,353,128.49
DIF Eligible Costs Not Submitted on CFD Draws as of 6/30/2019									
CFD Streets Ph 1	2,465,121.09	-	2,465,121.09	(41,400.00)	2,423,721.09	(55,440.00)	-		2,368,281.09
CFD Streets Ph 2	3,445,766.13	-	3,445,766.13	(3,332.18)	3,442,433.95	-			3,442,433.95
Harvest CFD Streets	4,997,673.04	-	4,997,673.04	(194,562.75)	4,803,110.29	(638,570.51)	(231,948.90)		3,932,590.88
Homecoming Tr 16420-1 & 16420-2	1,514,426.40	-	1,514,426.40	(226,391.30)	1,288,035.10	-	-		1,288,035.10
Pine Avenue	5,289,637.35	(4,255,639.34)	1,033,998.01	-	1,033,998.01	-	-		1,033,998.01
South of Pine Ave Ph 3 & 4	4,049,780.24	-	4,049,780.24	-	4,049,780.24	-	-		4,049,780.24
Stark Tr 17574	1,711,498.74	-	1,711,498.74	(58,931.75)	1,652,566.99	-	-		1,652,566.99
Streets Related to Lift Station	21,056.57	(21,056.57)	-	-	-	-	-		-
Tr 162 Gateway Monuments	-	-	-	1,010,713.62	1,010,713.62	-	-		1,010,713.62
Additional Costs Subtotal	23,494,959.56	(4,276,695.91)	19,218,263.65	486,095.64	19,704,359.29	(694,010.51)	(231,948.90)		18,778,399.88
Total Lewis Cost of Improvements	42,095,255.39	(4,276,695.91)	37,818,559.48	486,095.64	38,304,655.12	(694,010.51)	(2,479,116.24)		35,131,528.37

- 1 - See attached allocation worksheet for allocation method of street cost
- 2 - See attached cost detail worksheet and checks/invoices for support
- 3 - Revised 05/08/2023 to remove Pine Ave Ph 1-3 improvements covered by a separate agreement 2022-029 dated 6/15/2021
- 4 - Revised 05/08/2023 to remove road work related to Lift Station improvements - not DIF eligible
- 5 - Revised 06/28/2023 to reclassify \$456k of monuments cost & add \$422k of add'l monuments cost plus 15% for soft cost
- 6 - Revised 11/21/2023 to further remove Pine Ave Ph 1-3 improvements covered by a separate agreement 2022-029 dated 6/15/2021
- 7 - Revised 11/21/2023 to remove temp Bickmore Ave improvements from Euclid Ave to Tr 17571
- 8 - Revised 3/21/24 to remove non-DIF streets costs and revise allocation of costs

Summary Breakout of Streets Costs by Street

PRL 3/21/24

Allocation Exhibit Names

Street	CFD Streets			CFD Streets		CFD Streets		CFD Streets		Totals	Street
	CFD Street Ph 1	CFD Street Ph 2	CFD Streets Harvest	Homecoming Ph 1 & 2 Includes Pine Ave	Hellman Avenue	South of Pine Ave Ph 3 & 4	Stark Tr 17574 & Kimball Ave/Rincon	CFD Streets Tr 17571			
Bickmore Avenue	\$ 1,376,363.12	\$ 772,507.57	\$ 2,048,908.30	\$ -	\$ -	\$ -	\$ -	\$ 54,630.95	\$ 4,252,409.94	Bickmore Avenue	
East Preserve Loop Road	\$ 1,500,336.87	\$ -	\$ -	\$ 661,481.62	\$ -	\$ 757,012.58	\$ -	\$ -	\$ 2,918,831.07	East Preserve Loop Road	
Flight Avenue	\$ 437,014.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437,014.27	Flight Avenue	
Kimball Avenue	\$ 2,792,136.66	\$ 1,113,252.50	\$ -	\$ -	\$ -	\$ -	\$ 2,422,497.09	\$ -	\$ 6,327,886.25	Kimball Avenue	
Main Street	\$ 1,256,207.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,256,207.69	Main Street	
Mill Creek Avenue	\$ 1,060,436.14	\$ 60,064.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120,500.38	Mill Creek Avenue	
Pine Avenue	\$ 204,665.77	\$ 1,276,400.43	\$ 1,057,232.18	\$ 2,537,265.10	\$ -	\$ -	\$ -	\$ 470,663.86	\$ 5,546,227.34	Pine Avenue	
West Preserve Loop	\$ 1,819,718.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819,718.51	West Preserve Loop	
Alpine Meadows Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Alpine Meadows Avenue	
Forest Park Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Forest Park Street	
Hellman Avenue	\$ -	\$ 257,399.17	\$ 826,450.41	\$ 580,679.69	\$ 736,859.39	\$ 1,153,557.71	\$ -	\$ -	\$ 3,554,946.37	Hellman Avenue	
Meadow Valley Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Meadow Valley Avenue	
Rincon Meadows Avenue	\$ -	\$ 683,633.76	\$ -	\$ -	\$ -	\$ -	\$ 441,660.95	\$ -	\$ 1,125,294.71	Rincon Meadows Avenue	
Market Street	\$ -	\$ -	\$ -	\$ 698,514.14	\$ -	\$ 47,880.22	\$ -	\$ -	\$ 746,394.36	Market Street	
Discovery Park Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 977,148.21	\$ -	\$ -	\$ 977,148.21	Discovery Park Avenue	
Legacy Park Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,114,181.51	\$ -	\$ -	\$ 1,114,181.51	Legacy Park Street	
Meadowhouse Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Meadowhouse Avenue	
Botany Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Botany Avenue	
Channel View Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Channel View Street	
Hollyhock Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Hollyhock Avenue	
Olive Grove Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Olive Grove Avenue	
	\$ 10,446,879.03	\$ 4,163,257.67	\$ 3,932,590.89	\$ 4,477,940.55	\$ 736,859.39	\$ 4,049,780.23	\$ 2,864,158.04	\$ 525,294.81	\$ 31,196,760.61		
Excludes Traffic Signals	\$ 518,196.00	\$ 999,366.00	\$ -	\$ 1,110,420.00	\$ -	\$ -	\$ 296,112.00	\$ -	\$ 2,924,094.00		
Excludes TR 162 Gateway Monuments	\$ 41,400.00	\$ 3,332.18	\$ 194,562.75	\$ 226,391.30	\$ -	\$ -	\$ 58,931.75	\$ -	\$ 524,617.98	Submitted in separate package 6/28/23	
Excludes TR 162 Gateway Monuments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,095.63	Submitted in separate package 6/28/23	
									\$ 3,934,807.61		

Total Breakdown Streets
plus Traffic Signals & Monuments \$ 35,131,568.22

EXHIBIT B

CIRCULATION DIF CREDIT AND REIMBURSEMENT RECONCILIATION

[attached]

Streets- DIF Credits Summary as of 4/22/2024

Project	Builder	Tract No.	Density	Total Units	Building Permits	Credits Issued
Secret Garden	John Laing	16519	LDR	84	84	\$ 468,399.00
Garden Glen I	Lennar	16520	LDR	51	51	\$ 447,216.00
Ten Bloom Rd	K. Hov.	16521	LDR	69	69	\$ 375,659.00
Canterbury Grove I	Centex	16522	LDR	48	48	\$ 389,376.00
Iris	Shea	16523	LDR	61	61	\$ 494,832.00
Citrus Commons	Centex	17514	HDR	118	118	\$ 842,125.00
Agave	Centex	17515	MDR	104	104	\$ 602,724.00
Evergreen	KB	17357	MDR	58	58	\$ 413,051.00
Mulberry - Casita	Brookfield	17390	MDR	63	63	\$ 417,512.00
Mulberry - Cottage	Brookfield	17390	MDR	63	63	\$ 417,512.00
Tetherwind	Shea	17616	MDR	162	162	\$ 945,756.00
Enchanted Forest	Shea	17150	LDR	55	55	\$ 505,890.00
Hidden Hollow	Standard Pacific	17148	LDR	81	81	\$ 586,040.00
Candlewood	Pardee	17266	LDR	64	64	\$ 547,101.00
Shady Lane	Standard Pacific	17149	LDR	60	60	\$ 421,440.00
Canterbury Grove II	Centex	17610	LDR	48	48	\$ 399,651.00
Garden Glen II	Lennar	17613	LDR	51	51	\$ 469,098.00
Affordable Apartments	Western National	17571	HDR	250	250	\$ 1,801,250.00
Homecoming- Ph 1	LMC	16420-1	HDR	152	152	\$ 878,617.00
Homecoming- Ph 2	LMC	16420-1	HDR	189	189	\$ 1,223,775.00
Homecoming- Ph 3	LMC	16420-1	HDR	458	458	\$ 2,965,550.00
Homecoming- Ph 4	LMC	19980	HDR	454	454	\$ 3,520,316.00
Cantata	KB	17611	LDR	21	21	\$ 143,199.00
Ariatta	KB	17612	LDR	42	42	\$ 286,398.00
Lynbrook	KB	18693	MDR	114	114	\$ 777,366.00
Palisades	Woodside Homes	17635	LDR	79	79	\$ 999,555.00
De-boer	Deboer	18890	LDR	70	70	\$ 554,235.00
Sonata	K. Hov.	18778	LDR	65	65	\$ 443,235.00
Amelia (stark)	Cal Atlantic	17574	MDR	110	110	\$ 888,910.00
Lot 14/15 - Hazel	TriPointe	20102	HDR20	133	133	\$ 773,171.00
Lot 14/15 - Ivy	TriPointe	20102-1	HDR20	134	134	\$ 779,242.00
Lot 11 - Verbena	William Lyon	20232	HDR20	70	70	\$ 407,330.00
Lot 11 - Morning Sun	Lennar	20231	HDR20	106	106	\$ 616,814.00
Van Vliet	Richmond American	20170	MDRD	80	80	
Van Vliet	Richmond American	20270	MDRD	36	36	
Van Vliet	Pulte	20172	MDRD	76	76	\$ 978,721.00
Van Vliet	TriPointe	20171	MDRA	123	123	
Van Vliet	Beazer	20173	MDRA	149	70	
Block 4	Century	20165	LDR	79	79	
Block 4	KB Home	20166	LDR	69	69	
Block 4	Lennar	20167	LDR	60	60	
Block 4	Richmond American	20168	LDR	68	68	\$ 1,183,497.00
Block 4	Lennar	20248	LDR	56	56	
Block 4	Richmond American	20249	LDR	56	56	

Total 4539 4460 \$ 27,964,563.00

Pine/Mill Creek Commercial \$ 185,466.49

Van Vliet Rec. Center \$ 58,524.00

Total Credits as of 4/22/24 \$ 28,208,553.49

Credits exclude:

Homecoming Ph 5 (Contract 2022-163)

Harvest (Contract 2022-029)

TM 16420-4

Transportation DIF Credit Summary

Existing Contracts	Tract Map No.	Development	Allocated Credits
2022-029	18480	Harvest (for Pine)	\$ 5,303,376.00
2022-163	16420-3	Commercial Town Center	\$ 3,527,236.00
2023-249	16420-4	Block 9 - Independence	\$ 1,285,559.00
(Proposed DIF Agreement for Projects Constructed from 2004			\$ 28,208,553.49
Total DIF Credits Issued to Lewis (as of April 2024)			\$ 38,324,724.49
Validated Costs (Projects 2004-2019)			\$ 35,131,528.37
Allocated DIF Credits Proposed DIF Agreement			\$ (28,208,553.49)
Remaining Credit Balance			\$ 6,922,974.88

EXHIBIT C

**DIF CREDIT ADDENDUM
EXHIBIT D**

**ADDENDUM NO. 1
(Assignment of Credit)**

- ❖ Contract No.: _____
- ❖ Assignor: _____
- ❖ Project Name: _____
- ❖ DIF Credit and Reimbursement Summary:

	Total Credit Amount	Credits Applied	Balance
Circulation DIF	\$35,131,528.37	(\$28,208,553.49)	\$6,922,974.88
	Balance	Credits Assigned	Balance Forward
Assigned DIF Credit	\$		

Chino Preserve Development Corporation is hereby transferring DIF *Credit* in the amount of \$<<>> to:

- ❖ Assignee: _____

- ❖ Credit Transfer Amount: \$ _____
- ❖ Remaining Credit: \$ _____

“Any transfer or assignment of credits or reimbursement rights acknowledged in this Addendum shall be made in accordance with City procedures, on a form approved by and acknowledged by the City. All parties to this Addendum agree that City will have no obligation to recognize or honor an assignment or transfer that does not comply with the terms of this Addendum.”

[SIGNATURES ON FOLLOWING PAGE]

“DEVELOPER”

CHINO DEVELOPMENT
CORPORATION,
a California corporation

By: _____
Name: Bryan T. Goodman
Its: Authorized Agent

CHINO PRESERVE
DEVELOPMENT
CORPORATION,
a California corporation

By: _____
Name: Bryan T. Goodman
Its: Authorized Agent

“CITY”

CITY OF CHINO,
a municipal corporation

By: _____
Hye Jin Lee
Director of Public Works

“ASSIGNEE”

By: _____
Name, Title

RESOLUTION NO. 2024-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DESIGNATING CERTAIN PRESERVE CIRCULATION (STREETS, SIGNALS & BRIDGES) DEVELOPMENT IMPACT FEE PROJECTS AS “HIGH PRIORITY” PER CHINO MUNICIPAL CODE 3.45 TITLED DEVELOPMENT IMPACT FEES

WHEREAS, Pursuant to that certain Preserve Development Agreement No. 2004-073, effective July 1, 2004, by those certain First, Second and Third Amendments thereto and that certain Amended and Restated Development Agreement No. 2023-0182285 effective July 21, 2023, among City of Chino (“City”) and Chino Development Corporation, and Chino Preserve Development Corporation (collectively, “Developer”), and the conditions of approval for Tracts 16419, 16419-1, 16420, 16420-1, 17057, 17571, 17572, and 19994, Developer was required to design and construct several major projects, including, but not limited to, primary arterials such as Pine and Hellman Avenues, secondary arterials such as Kimball Avenue, collector roads such as Rincon Meadows, and multiple traffic signals (collectively referred to as “Transportation Improvements”) as a condition to the development of The Preserve; and

WHEREAS, Developer has completed all work required in connection with the design and construction of the Transportation Improvements according to the specifications of the City and under the inspection of, and to the satisfaction of the Director of Public Works of the City.

WHEREAS, The Development Impact Fee (“DIF”) Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a DIF is imposed, Developer shall be eligible to receive reimbursement and a fee credit toward the DIFs imposed on the project for the same type of public facility so constructed, and shall be entitled to credit for eligible costs of constructing the public facilities; and

WHEREAS, City and Developer desire to enter a Construction Credit & Reimbursement (“Agreement”) for the Transportation Improvements; and

WHEREAS, Developer and City desire to memorialize herein Developer’s right to the highest priority reimbursement of funds from The Preserve Circulation (Streets, Signals & Bridges) DIF fund; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Chino does hereby determine, find, resolve, and order as follows:

SECTION 1. The public improvements which comprise the Transportation Improvements are the subject of the Agreement, which were constructed and accepted by the City for use prior to the date of the completion and acceptance by the City of any other Circulation DIF facilities which may be eligible for reimbursement.

SECTION 2. Accordingly, pursuant to the first-in/first-out provision of the DIF Ordinance (*i.e.*, Section 3.45.130.A7), reimbursement to Developer for the Transportation Improvements shall

have priority and be first in line over all other Circulation DIF facilities. As such, as of the Effective Date of the Agreement.

SECTION 3. City shall reimburse Developer the Remaining Transportation DIF Credit and Reimbursement Amount per the terms of the Agreement, less (i) the amount of the any Credits applied to any project on the Developer’s Properties after the Effective Date and (ii) the amount reimbursed to Developer after the Effective Date, to the full extent of available Circulation DIFs then held by City until the Remaining Circulation DIF Credit and Reimbursement Amount is reimbursed in full via DIF Credits and reimbursements.

APPROVED AND ADOPTED THIS 19th DAY OF NOVEMBER 2024.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino)ss.
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the forgoing Resolution was duly adopted by the City Council at a regular meeting held on the 19th day of November 2024, by the following votes:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK