

DUE TO THE ONGOING EMERGENCY CONCERNING THE COVID-19 VIRUS, THIS CITY COUNCIL MEETING WILL BE CONDUCTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

RESIDENTS MAY OBSERVE THE MEETING REMOTELY VIA [LIVESTREAM](#) ON THE CITY WEBSITE OR ON SPECTRUM CABLE TV CHANNEL 3 AND FRONTIER CABLE TV CHANNEL 26

FOR DETAILED INFORMATION ON HOW TO PARTICIPATE IN REMOTE PUBLIC COMMENT PLEASE VISIT OUR WEBSITE AT: www.uplandca.gov/city-council-agendasminutes OR CONTACT THE CITY CLERK'S OFFICE AT 909-931-4120

AGENDA ATTACHED



UPLAND CITY COUNCIL

AGENDA

March 23, 2020

City Council Chamber

**DEBBIE STONE, MAYOR
RICKY FELIX, MAYOR PRO TEM
JANICE ELLIOTT, COUNCILMEMBER
RUDY ZUNIGA, COUNCILMEMBER
BILL VELTO, COUNCILMEMBER**

**ROSEMARY HOERNING, CITY MANAGER
STEVEN FLOWER, INTERIM CITY ATTORNEY**

DISRUPTION OF MEETINGS

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

- 1. CALL TO ORDER AND ROLL CALL**
- 2. ADDITIONS-DELETIONS TO AGENDA**
- 3. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

- 4. CLOSED SESSION None**

7:00 PM

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

8. CITY ATTORNEY

9. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

10. COUNCIL COMMUNICATIONS

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

A. APPROVAL OF MINUTES

Approve the Special Meeting Minutes of March 9, 2020, the Regular Meeting Minutes of March 9, 2020, and the Special Meeting Minutes of March 13, 2020. (Staff Person: Keri Johnson)

B. APPROVAL OF WARRANT AND PAYROLL REGISTERS

Approve the February Warrant Register and Direct Disbursements (check numbers 28839-29210) totaling \$3,446,620.27 and Payroll Registers totaling \$1,231,532.98 (check Numbers 161316-161338 and EFT's 19704-20465). (Staff Person: Londa Bock-Helms)

C. APPROVAL OF FINAL MAP TPM 20023 AND ACCEPTANCE OF SUBDIVISION AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENT AND ENCROACHMENT LICENSE AGREEMENT BY ADC SAGE TH, LLC FOR TENTATIVE TRACT 20023

Approve Tract Map No. 20023 and accept the subdivision improvement agreements with the corresponding performance bonds, labor and materials bonds, and the Encroachment License Agreement (ELA) with ADC Sage TTH, LLC. It is further recommended that the City Council authorize the City Manager to execute said agreements and authorize recordation of the Final Tract Map 20023 and ELA. (Staff Person: Steve Nix)

D. CAL-ID SERVICE AGREEMENT FOR FINGERPRINT PROCESSING AND IDENTIFICATION SERVICES

Approve a contract with the San Bernardino County Sheriff's Department to provide statewide fingerprint processing and identification services to the City; and authorize the City Manager to execute the contract. (Staff Person: Darren Goodman)

E. PROXY FOR SAN ANTONIO WATER COMPANY

Appoint Councilmember Rudy Zuniga as proxy to vote all shares at the annual stockholder's meeting of the San Antonio Water Company. (Staff Person: Rosemary Hoerning)

F. CONSIDERATION OF A CONTRACT BY AND BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITY OF UPLAND TO ACCEPT FUNDING FOR DESIRED 2020 CENSUS OUTREACH ACTIVITIES

Approve a contract with the County of San Bernardino to provide the City of Upland an allocation of \$32,079 to fund desired 2020 Census outreach activities; and authorize the City Manager to execute the agreement. (Staff Person: Robert Dalquest)

G. REVIEW OF THE 2019 HOUSING ELEMENT ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF THE GENERAL PLAN HOUSING ELEMENT

Receive comments from the public on the 2019 Housing Element Annual Progress Report and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development. (Staff Person: Robert Dalquest)

H. CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM 2019-20

Adopt a Resolution accepting the grant funds in the amount of \$39,960 from the State of California Department of Justice, Office of the Attorney General, Tobacco Law Enforcement Grant Program; and authorize the appropriation of \$36,960 to increase operations and education of California and Upland Municipal Code governing the use and sale of tobacco through overtime enforcement activity, and the purchase of photoelectric or vape detectors; and authorize the Police Chief to execute the Memorandum of Understanding. (Staff Person: Darren Goodman)

12. PUBLIC HEARINGS

13. COUNCIL COMMITTEE REPORTS

14. BUSINESS ITEMS

A. APPROVAL OF A CITY MANAGER EMPLOYMENT AGREEMENT WITH ROSEMARY HOERNING

Approve City Manager Employment Agreement with Rosemary Hoerning. (Staff Person: Steven Flower)

15. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

16. CITY MANAGER

17. ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, April 13, 2020.

NOTE: If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at www.uplandca.gov.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

POSTING STATEMENT: On March 18, 2020 a true and correct copy of this agenda was posted at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall) and the City website at www.uplandca.gov.

**MINUTES OF THE SPECIAL MEETING OF THE
UPLAND CITY COUNCIL
MARCH 9, 2020**

OPENING

The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 5:00 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, and Rudy Zuniga

Absent: Council Member Bill Velto

Staff: Interim City Manager Rosemary Hoerning, Interim City Attorney Steven Flower, and City Clerk Keri Johnson

2. ORAL COMMUNICATIONS None

At 5:01 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

3. CLOSED SESSION PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Manager

4. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Unrepresented employee: City Manager
City designated representative: Interim City Attorney

5. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)
Case Name: Isabelle Palmer v. City of Upland
Case Number: San Bernardino County Superior Court Case No. CIVDS1708741

6. CLOSED SESSION PUBLIC EMPLOYEE PERFORMANCE EVALUATION, APPOINTMENT, AND RELATED ACTIONS

Pursuant to Government Code Section 54957
Title: City Attorney

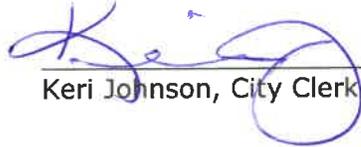
The City Council reconvened in open session at 6:40 p.m.

Interim City Attorney Flower announced that the City Council took action only on the following during Closed Session: Item 5, the City Council voted unanimously, with Councilmember Velto absent, to approve a settlement agreement in the amount of \$70,000.

4. ADJOURNMENT

Mayor Stone adjourned the meeting at 6:41 p.m. The next regular meeting of the City Council is March 9, 2020 at 7 p.m.

SUBMITTED BY:



Keri Johnson, City Clerk

APPROVED:

March 23, 2020

**MINUTES OF THE REGULAR MEETING OF THE
UPLAND CITY COUNCIL
MARCH 9, 2020**

OPENING

The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 7:01 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, and Rudy Zuniga

Absent: Council Member Bill Velto

Staff: Interim City Manager Rosemary Hoerning, Interim City Attorney Steven Flower, and City Clerk Keri Johnson

2. ADDITIONS/DELETIONS TO AGENDA None

3. ORAL COMMUNICATIONS None

4. CLOSED SESSION None

5. INVOCATION Alfredo Silvestre, Church of Jesus Christ of Latter-day Saints

6. PLEDGE OF ALLEGIANCE Councilmember Zuniga

7. PRESENTATIONS

Timothy McLarney of Truth North Research, Inc. presented the results of the Community Survey.

8. CITY ATTORNEY

Interim City Attorney Flower stated there was nothing to report.

9. ORAL COMMUNICATIONS

Lois Sicking Dieter, spoke in opposition of the proposed healing grove at Baldy View Park.

Natasha Walton, Upland, had questions regarding the policies and plans for memorials in public parks and requested a public hearing be held before the Council considered approval for the healing grove at Baldy View Park.

10. COUNCIL COMMUNICATIONS

Councilmembers announced various activities throughout the community.

11. CONSENT CALENDAR

Councilmember Elliott removed Consent Calendar Items 11C and 11F for separate action. Motion by Councilmember Felix to approve the remainder of the Consent Calendar, seconded by Councilmember Zuniga, and carried with Councilmember Velto absent.

A. APPROVAL OF MINUTES

Approved the Regular Meeting Minutes of February 24, 2020.

B. TREASURY REPORT DECEMBER 2019 AND JANUARY 2020

Received and filed the December 2019 and January 2020 Treasury Reports.

D. RESIGNATION OF PERSONNEL BOARD OF REVIEW MEMBER

Accepted the resignation of Steve Bierbaum, who serves on the Personnel Board of Review.

E. PROPOSED AMENDMENT TO THE ADMINISTRATIVE CITATION FINE SCHEDULE

Adopted Resolution No. 6528 amending the master fee schedule by updating administrative fines for certain violations of the Upland Municipal Code.

ITEMS REMOVED FOR SEPARATE ACTION

C. APPOINTMENTS TO THE PLANNING COMMISSION

The Council discussed the qualifications and background of the proposed Planning Commissioners and the desire to have each Council District represented on the Commission.

Motion by Councilmember Elliott to ratify the Mayor's appointment of Serge Mayer and Patrick Shim to the Planning Commission, terms expiring June 2023, seconded by Councilmember Felix, and carried with Councilmember Velto absent.

F. SURVIVORS GROVE MEMORIAL AT BALDY VIEW PARK

Interim Public Works Director Nix answered questions posed by the Council regarding the choice of tree species for the proposed memorial.

Eleanor Torres and Mary Petit of Incredible Edibles provided information on the design, maintenance of the memorial, and reasons for requesting the memorial.

Motion by Councilmember Elliott approve the implementation of a Survivors Grove at Badly View Park by Incredible Edible Community Garden, seconded by Councilmember Zuniga, and carried with Councilmember Velto absent.

12. PUBLIC HEARINGS None

13. COUNCIL COMMITTEE REPORTS

A. SPECIAL FINANCE COMMITTEE MEETING, FEBRUARY 19, 2020

Councilmember Elliott provided a recap of the meeting, which is on file in the City Clerk's Office. This was for information only and no action was required.

B. ECONOMIC DEVELOPMENT COMMITTEE MEETING, MARCH 2, 2020

Councilmember Felix provided a recap of the meeting, which is on file in the City Clerk's Office. This was for information only and no action was required.

14. BUSINESS ITEMS

A. COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND RELATED REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Acting Administrative Services Director Bock-Helms introduced Brett Van Lant of Van Lant and Fankhanel, LLP who presented information on the audit process along with a PowerPoint presentation, which is on file in the City Clerk's Office.

There was discussion on amount of hours that go into the audit process and the criteria used for materiality determinations.

The City Council received and filed the Comprehensive Annual Financial Report, the Single Audit Report on Federal Award Programs, the Statement on Auditing Standards 114 and 115 letters and the Independent Accountants' Report of Agreed-Upon Procedures Applied to Appropriation Limit Worksheets for the Fiscal Year Ended June 30, 2019.

B. MID-YEAR BUDGET REVIEW FY 2019-20

Acting Administrative Services Director Bock-Helms presented the staff report, along with a PowerPoint presentation, which is on file in the City Clerk's Office.

Motion by Councilmember Felix to adjust the salary grade for the City Manager to 96, seconded by Councilmember Zuniga, and carried with Councilmember Velto absent.

Motion by Councilmember Felix to adjust the salary grade for the Chief of Police to 94, seconded by Councilmember Zuniga, and carried with Mayor Stone opposed and Councilmember Velto absent.

Motion by Councilmember Felix to add \$25,000 to the Parks and Recreation budget.

There was discussion regarding which parks the funds would be used to improve.

Acting Administrative Services Director Bock-Helms answered questions posed by the Council regarding the recommended budget adjustments for mid-year.

Councilmember Felix withdrew the motion to add \$25,000 to the Parks and Recreation budget.

The City Council received and filed the Mid-Year Budget Report for Fiscal year 2019-20.

Motion by Councilmember Elliott to approve the Proposed Mid-Year Adjustments, seconded by Councilmember Felix, and carried with Councilmember Velto absent.

Motion by Councilmemmber Elliott to approve the updated Assignment of Classification, without making further changes to the classifications approved for the City Manager and Police Chief salary grades, Zuniga, and carried with Councilmember Velto absent.

C. WATER RATE ADJUSTMENT - UPDATE

Mark Panny with Carollo Engineers presented the staff report, along with a PowerPoint presentation which is on file in the City Clerk's Office.

Motion by Councilmember Zuniga to maintain the established water rates implemented on January 1, 2019 and not implement the water rate increase scheduled for January 1, 2020; and direct staff to review water rates to determine if an adjustment will be necessary on January 1, 2021, seconded by Councilmember Felix, and carried with Councilmember Velto absent.

15. ORAL COMMUNICATION (items not on the agenda)

Roger Stephenson, La Verne, questioned the types of trucks and vans that will be utilizing the proposed facility by Bridge Development Project and stated opposition to the project.

John Ickis, stated concerns regarding the process for committee members to place items on the Street Tree Advisory Committee.

Steve Bierbaum, questioned the approval process for the Bridge Development Project and appeal process. He further stated opposition to the project.

Lois Sicking Dieter, questions when the Bridge Development Project would come before the City Council for consideration and mentioned the upcoming November Election.

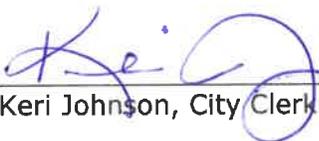
Steve Carvalho, Upland, spoke in opposition of the Bridge Development Project and requested a complete environmental impact report for the project.

16. CITY MANAGER

17. ADJOURNMENT

Mayor Stone adjourned the meeting at 9:52 p.m. The next regularly scheduled City Council meeting is Monday, March 23, 2020.

SUBMITTED BY


Keri Johnson, City Clerk

APPROVED

March 23, 2020

**MINUTES OF THE SPECIAL MEETING OF THE
UPLAND CITY COUNCIL
MARCH 13, 2020**

OPENING

The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 9:30 a.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: City Manager Rosemary Hoerning and City Clerk Keri Johnson

2. ORAL COMMUNICATIONS

Steve Bierbaum, Upland, thanked the City Council for taking the positive step by declaring an emergency in the City and requested the City Council consider cancelling future public meetings and gatherings.

Lois Sicking Dieter, thanked the City Council for calling the special meeting and suggested the City Council needed to consider cancelling meetings that would draw a large gathering.

Linda Trawnik, stated that the Historic Downtown Association had lost thousands of dollars due to the need to cancel the Irish Festival and questioned whether there would be any small business assistance to offset the loss.

3. RESOLUTION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING FROM THE WORLDWIDE THREAT RELATED TO THE NOVEL CORONAVIRUS

Mayor Stone provided an announcement regarding the County declaration of a state of emergency and requested the public follow safety guidelines to prevent the spread of the disease.

There was discussion on this being a proactive measure and the City working with the County for continued updates on the spread of the virus.

There was the suggestion that the March 23, 2020 City Council meeting be cancelled.

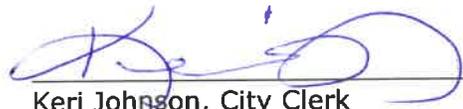
Motion by Councilmember Velto to adopt Resolution No. 6529 proclaiming the existence of a local emergency concerning the COVID-19 virus, seconded by Councilmember Felix, and carried unanimously.

4. ADJOURNMENT

Mayor Stone adjourned the meeting at 10:07 a.m. The next regular meeting of the City Council is March 23, 2020.

SPECIAL MEETING MINUTES
UPLAND CITY COUNCIL/REDEVELOPMENT AGENCY
MARCH 13, 2020
PAGE 2

SUBMITTED BY:


Keri Johnson, City Clerk

APPROVED:

March 23, 2020



STAFF REPORT

ITEM NO. 11.B.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT: APPROVAL OF WARRANT AND PAYROLL REGISTERS

RECOMMENDED ACTION

It is recommended that the City Council approve the February Warrant Register and Direct Disbursements (check numbers 28839-29210) totaling \$3,446,620.27 and Payroll Registers totaling \$1,231,532.98 (check Numbers 161316-161338 and EFT's 19704-20465).

GOAL STATEMENT

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible and transparent manner.

BACKGROUND

The City Council is presented with the financial disbursements for the purchase of materials, supplies, services, capital projects, and payroll warrants issued in the prior month. This process provides the City Council the opportunity to review the expenses of the City.

ISSUES/ANALYSIS

In accordance with Government Code Section 37208, the Finance Officer hereby certifies that the attached Warrant Registers, Direct Disbursements, and Payroll Registers have been found to conform to the approved budget and have been paid. These demands are submitted to the City Council for review and approval.

FISCAL IMPACTS

Funds are available for the payment of the Warrant Registers, Direct Disbursements, and Payroll Registers.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Warrant Register-February 2019-20



City of Upland
Accounts Payable Check Reconciliation Register
02/01/20-02/29/20

CHECK #	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	AMOUNT
28839	02/05/2020	PRINTED	751	FIDELITY SECURITY LIFE INSURANCE COMPANY	2,665.99
28840	02/05/2020	PRINTED	99418	FRANCHISE TAX BOARD	50.00
28841	02/05/2020	PRINTED	114711	METROPOLITAN LIFE INSURANCE CO	6,679.22
28842	02/05/2020	PRINTED	207	ADLERHORST INTERNATIONAL LLC	137.92
28843	02/05/2020	PRINTED	479	ALLIANCE BUILDING SOLUTIONS, INC	39,343.50
28844	02/05/2020	PRINTED	1291	AMTECH ELEVATOR SERVICES	2,331.98
28845	02/05/2020	PRINTED	591	ANTHONY ORNELAS	22.24
28846	02/05/2020	PRINTED	862	BADGER METER INC	6,033.96
28847	02/05/2020	PRINTED	3987	BALDY VIEW GYMNASTICS	1,770.90
28848	02/05/2020	PRINTED	12171	BOYLE, MICHAEL	80.51
28849	02/05/2020	PRINTED	5944	BURRTEC WASTE INDUSTRIES	714,326.13
28850	02/05/2020	PRINTED	52071	CA BLDG STANDARDS COMMISSION	2,348.26
28851	02/05/2020	PRINTED	291	CARQUEST AUTO PARTS	487.83
28852	02/05/2020	PRINTED	84141	CARTY, DIANE	342.00
28853	02/05/2020	PRINTED	363	CHINO MOWER & ENGINE SERVICE	129.30
28854	02/05/2020	PRINTED	448	CINTAS CORPORATION	778.59
28855	02/05/2020	PRINTED	501	MARIO HERNANDEZ	580.00
28856	02/05/2020	PRINTED	521	COUPLAND, DONNA	369.15
28857	02/05/2020	PRINTED	366	CRAFCO INC	441.27
28858	02/05/2020	PRINTED	2130	DEPT OF CONSERVATION	2,033.63
28859	02/05/2020	PRINTED	5380	EMPIRE LASER INC	1,398.84
28860	02/05/2020	PRINTED	16701	ENVIROMINE	1,900.63
28861	02/05/2020	PRINTED	2435	EVERSOFT	554.25
28862	02/05/2020	PRINTED	44891	FARLEY, SANDRA	2,595.15
28863	02/05/2020	PRINTED	3266	FOOTHILL FAMILY SHELTER	3,750.00
28864	02/05/2020	PRINTED	96251	FORD OF UPLAND	250.00
28865	02/05/2020	PRINTED	128	FORTIER, NURIA	2,427.36
28866	02/05/2020	PRINTED	78	FRONTIER	83.09
28867	02/05/2020	PRINTED	78	FRONTIER	1,423.53
28868	02/05/2020	PRINTED	833	G4S SECURE SOLUTIONS (USA) INC	17,662.91
28869	02/05/2020	PRINTED	16410	GEOGRAPHICS	970.83
28870	02/05/2020	PRINTED	113321	GLORY DAYS SERVICES, INC	715.37
28871	02/05/2020	PRINTED	16687	GOOD FAITH LIEN SVCS INC	121.00
28872	02/05/2020	PRINTED	122151	GOSS, CAROLINA	103.50
28873	02/05/2020	PRINTED	921	GRANT WRITING USA	1,365.00
28874	02/05/2020	PRINTED	453	HD SUPPLY CONSTRUCTION SUPPLY, LTD	333.27
28875	02/05/2020	PRINTED	329	HOLLIDAY ROCK CO INC	885.72
28876	02/05/2020	PRINTED	3430	INLAND EMPIRE STAGES, LTD	3,170.90
28877	02/05/2020	PRINTED	153	INLAND EMPIRE UTILITIES AGENCY	972.00
28878	02/05/2020	PRINTED	4137	INLAND FAIR HOUSING MEDIATION BOARD/FHME	2,792.74

28879	02/05/2020	PRINTED	47821	INLAND VALLEY HOPE PARTNERS	2,214.00
28880	02/05/2020	PRINTED	14657	INLAND VALLEY RECOVERY SVCS	3,527.58
28881	02/05/2020	PRINTED	114501	INTERWEST CONSULTING GROUP	11,212.50
28882	02/05/2020	PRINTED	32791	J J KELLER & ASSOCIATES INC	60.65
28883	02/05/2020	PRINTED	132291	JOHNSON, VALERIE	478.80
28884	02/05/2020	PRINTED	56981	KENDALL, ANDREA	2,214.45
28885	02/05/2020	PRINTED	15595	L D M ASSOCIATES INC	18,040.00
28886	02/05/2020	PRINTED	96231	LABASTIDA CONSTRUCTION	14,950.00
28887	02/05/2020	PRINTED	29911	LASSETTER, SUELLEN	972.15
28888	02/05/2020	PRINTED	3020	LAW ENFORCEMENT MEDICAL SVCS	2,240.00
28889	02/05/2020	PRINTED	408	LCC INLAND EMPIRE DIVISION	600.00
28890	02/05/2020	PRINTED	408	LCC INLAND EMPIRE DIVISION	21,274.00
28891	02/05/2020	PRINTED	410	LEININGER & SHORT	119.95
28892	02/05/2020	PRINTED	56971	LMWS INC	2,208.44
28893	02/05/2020	PRINTED	16385	MAIN STREET SIGNS	274.76
28894	02/05/2020	PRINTED	801	MCLELLAN, MCROBBIE	257.25
28895	02/05/2020	PRINTED	879	MOTOROLA SOLUTIONS, INC	49,825.09
28896	02/05/2020	PRINTED	116231	NEOPOST USA INC	248.86
28897	02/05/2020	PRINTED	117121	NUCKLES OIL COMPANY INC	28,118.37
28898	02/05/2020	PRINTED	30971	OCCUPATIONAL HEALTH CENTERS	87.50
28899	02/05/2020	PRINTED	379	OTERO, JORDAN	266.00
28900	02/05/2020	PRINTED	21711	PARSONS, DEBORAH	42.75
28901	02/05/2020	PRINTED	33021	PELLITTERI, CHRISTOPHER	513.09
28902	02/05/2020	PRINTED	119	PRISTINE UNIFORMS LLC	44.18
28903	02/05/2020	PRINTED	20171	SAN BERNARDINO COUNTY SHERIFF	630.00
28904	02/05/2020	PRINTED	5323	SAN BERNARDINO VALLEY COLLEGE	5,094.00
28905	02/05/2020	PRINTED	845	SCARLETT DREAMS	176.40
28906	02/05/2020	PRINTED	507	SILVER & WRIGHT LLP	24,412.09
28907	02/05/2020	PRINTED	407	SINGLETON, DENICE	144.00
28908	02/05/2020	PRINTED	18062	SOFFA ELECTRIC INC	960.00
28909	02/05/2020	PRINTED	3835	SOUTH COAST A Q M D	156.86
28910	02/05/2020	PRINTED	861	SOUTHWEST MOBILE STORAGE, INC	133.93
28911	02/05/2020	PRINTED	9325	ST JOSEPH CHURCH	5,134.74
28912	02/05/2020	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	1,069.72
28913	02/05/2020	PRINTED	70251	STEESE, MARION	186.90
28914	02/05/2020	PRINTED	21671	TIME WARNER CABLE	1,287.40
28915	02/05/2020	PRINTED	908	TITAN EMPIRE INC	750.00
28916	02/05/2020	PRINTED	116791	TOVAR, DONNA	34.50
28917	02/05/2020	PRINTED	62321	U.S. TELEPACIFIC CORP	1,694.73
28918	02/05/2020	PRINTED	311	U S ARMOR CORPORATION	877.38
28919	02/05/2020	PRINTED	483	ULINE, INC	118.58
28920	02/05/2020	PRINTED	4481	V C A CENTRAL ANIMAL HOSPITAL	200.73
28921	02/05/2020	PRINTED	133941	VERIZON	1,426.89
28922	02/05/2020	PRINTED	760	WATER FACILITIES AUTHORITY	986.17
28923	02/05/2020	PRINTED	826	YARDLEY ORGILL CO INC	6,398.20
28924	02/05/2020	PRINTED	5193	ZAILO, ROBERT	407.66
28925	02/05/2020	PRINTED	999999	ALL AMERICAN TRADITIONS	527.25

28926	02/05/2020	PRINTED	999999	CHANDRA K SHARMA	1,053.27
28927	02/05/2020	PRINTED	999999	DIANA HANSEN	4.99
28928	02/05/2020	PRINTED	999999	FREEDOM FOREVER	480.00
28929	02/05/2020	PRINTED	999999	FREEDOM FOREVER	480.00
28930	02/05/2020	PRINTED	999999	INTERCITY ENERGY SYST	93.00
28931	02/05/2020	PRINTED	999999	LAUREN LOYA	19.56
28932	02/05/2020	PRINTED	999999	LESLIE GAXIOLA	16.00
28933	02/05/2020	PRINTED	999999	RIGHTTIME HOME SERVICES	300.00
28934	02/05/2020	PRINTED	999999	UPLAND VILLAGE GREEN	2,403.14
28935	02/12/2020	PRINTED	17278	A T & T	319.82
28936	02/12/2020	PRINTED	207	ADLERHORST INTERNATIONAL LLC	459.26
28937	02/12/2020	PRINTED	69791	ALLDATA LLC	1,616.25
28938	02/12/2020	PRINTED	119831	AXON ENTERPRISE INC	10.78
28939	02/12/2020	PRINTED	862	BADGER METER INC	1,611.39
28940	02/12/2020	PRINTED	706	PLAYCORE WISCONSIN INC	1,459.43
28941	02/12/2020	PRINTED	850	BIG TEX TRAILER WORLD INC	2,849.80
28942	02/12/2020	PRINTED	819	BRINKS, INC	659.88
28943	02/12/2020	PRINTED	83401	CARL WARREN & CO	3,862.60
28944	02/12/2020	PRINTED	291	CARQUEST AUTO PARTS	882.96
28945	02/12/2020	PRINTED	12511	CCSINTERACTIVE	125.00
28946	02/12/2020	PRINTED	321	CHANG, JAMIE	90.48
28947	02/12/2020	PRINTED	82791	CHEM PRO LABORATORY INC	298.00
28948	02/12/2020	PRINTED	448	CINTAS CORPORATION	1,771.02
28949	02/12/2020	PRINTED	163	CLINICAL LABORATORY OF SAN BERNARDINO, INC	538.00
28950	02/12/2020	PRINTED	122791	CODE 3 INC	1,449.20
28951	02/12/2020	PRINTED	45421	COSTAR REALTY INFORMATION GROUP INC	473.58
28952	02/12/2020	PRINTED	129871	CROWN TOYOTA	30,702.19
28953	02/12/2020	PRINTED	4696	CUCAMONGA VALLEY WATER DISTRIC	61.46
28954	02/12/2020	PRINTED	16636	DELL MARKETING LP	14,625.32
28955	02/12/2020	PRINTED	82651	ECONOLITE SYSTEMS	23,649.51
28956	02/12/2020	PRINTED	4402	VARGAS, LUPE B	110.00
28957	02/12/2020	PRINTED	97141	EUROFINS EATON ANALYTICAL INC	3,913.00
28958	02/12/2020	PRINTED	2435	EVERSOFT	1,254.24
28959	02/12/2020	PRINTED	78	FRONTIER	45.83
28960	02/12/2020	PRINTED	78	FRONTIER	59.46
28961	02/12/2020	PRINTED	78	FRONTIER	548.88
28962	02/12/2020	PRINTED	78	FRONTIER	1,220.00
28963	02/12/2020	PRINTED	58311	G H A TECHNOLOGIES	1,130.06
28964	02/12/2020	PRINTED	111251	GNA BROOK FIRE PROTECTION INC	146.55
28965	02/12/2020	PRINTED	290	GRAINGER	841.82
28966	02/12/2020	PRINTED	5206	H D L COREN & CONE	4,200.00
28967	02/12/2020	PRINTED	329	HOLLIDAY ROCK CO INC	246.75
28968	02/12/2020	PRINTED	629	HONEYCOTT, INC	253.00
28969	02/12/2020	PRINTED	4495	HOSE-MAN INC	286.16
28970	02/12/2020	PRINTED	195	INLAND VALLEY DAILY BULLETIN	491.44
28971	02/12/2020	PRINTED	6703	INSTITUTE FOR ENVIRONMENTAL HEALTH, INC	507.86
28972	02/12/2020	PRINTED	48371	JEEP CHRYSLER OF ONTARIO	358.20

28973	02/12/2020	PRINTED	47861	KAZMI, SALEHA	97.62
28974	02/12/2020	PRINTED	80561	KEENAN & ASSOCIATES	6,144.33
28975	02/12/2020	PRINTED	26101	KONICA MINOLTA	4,369.27
28976	02/12/2020	PRINTED	96231	LABASTIDA CONSTRUCTION	1,900.00
28977	02/12/2020	PRINTED	469	LONDA BOCK-HELMS	89.29
28978	02/12/2020	PRINTED	23581	MAGNOLIA COLONY APARTMENTS	173.25
28979	02/12/2020	PRINTED	62081	MAILFINANCE	1,863.42
28980	02/12/2020	PRINTED	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS,	4,824.00
28981	02/12/2020	PRINTED	16233	MPOWER COMMUNICATIONS	233.37
28982	02/12/2020	PRINTED	400	NUTRIEN AG SOLUTIONS, INC	5,533.83
28983	02/12/2020	PRINTED	42771	OCCU-MED LTD	2,879.56
28984	02/12/2020	PRINTED	30971	OCCUPATIONAL HEALTH CENTERS	117.00
28985	02/12/2020	PRINTED	7734	OFFICE DEPOT	661.09
28986	02/12/2020	PRINTED	532	PATTON SALES CORP	984.86
28987	02/12/2020	PRINTED	240	RICHARD BRADY AND ASSOCIATES	1,336.38
28988	02/12/2020	PRINTED	601	SAN ANTONIO WATER CO	191,378.21
28989	02/12/2020	PRINTED	2570	SIX BASINS WATERMASTER DEPT	22,104.00
28990	02/12/2020	PRINTED	637	SMART & FINAL IRIS CO	132.85
28991	02/12/2020	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	493.21
28992	02/12/2020	PRINTED	69231	STEP SAVER CA LLC	1,653.62
28993	02/12/2020	PRINTED	93351	STEVE'S FIVE STAR SERVICE INC	7,930.00
28994	02/12/2020	PRINTED	93351	STEVE'S FIVE STAR SERVICE INC	7,950.00
28995	02/12/2020	PRINTED	2439	T K E ENGINEERING INC	52,000.00
28996	02/12/2020	PRINTED	4463	THE COUNSELING TEAM	300.00
28997	02/12/2020	PRINTED	11583	THOMPSON PLUMBING SUPPLY	100.23
28998	02/12/2020	PRINTED	21671	TIME WARNER CABLE	92.29
28999	02/12/2020	PRINTED	21671	TIME WARNER CABLE	119.98
29000	02/12/2020	PRINTED	21671	TIME WARNER CABLE	129.98
29001	02/12/2020	PRINTED	21671	TIME WARNER CABLE	697.34
29002	02/12/2020	PRINTED	62321	U.S. TELEPACIFIC CORP	2,824.92
29003	02/12/2020	PRINTED	38131	U C ADVANTAGE INC	433.75
29004	02/12/2020	PRINTED	103951	US BANK	5,392.00
29005	02/12/2020	PRINTED	133941	VERIZON	681.66
29006	02/12/2020	PRINTED	14735	VERIZON WIRELESS	35.15
29007	02/12/2020	PRINTED	14735	VERIZON WIRELESS	38.01
29008	02/12/2020	PRINTED	14735	VERIZON WIRELESS	38.01
29009	02/12/2020	PRINTED	14735	VERIZON WIRELESS	53.30
29010	02/12/2020	PRINTED	14735	VERIZON WIRELESS	114.03
29011	02/12/2020	PRINTED	14735	VERIZON WIRELESS	152.04
29012	02/12/2020	PRINTED	14735	VERIZON WIRELESS	199.05
29013	02/12/2020	PRINTED	14735	VERIZON WIRELESS	266.07
29014	02/12/2020	PRINTED	14735	VERIZON WIRELESS	321.99
29015	02/12/2020	PRINTED	14735	VERIZON WIRELESS	433.56
29016	02/12/2020	PRINTED	14735	VERIZON WIRELESS	433.90
29017	02/12/2020	PRINTED	14735	VERIZON WIRELESS	1,796.11
29018	02/12/2020	PRINTED	14735	VERIZON WIRELESS	2,003.02
29019	02/12/2020	PRINTED	14735	VERIZON WIRELESS	3,260.45

29020	02/12/2020	PRINTED	725	VIDO SAMARZICH, INC	47,136.25
29021	02/12/2020	PRINTED	392	WAXIE SANITARY SUPPLY	94.78
29022	02/12/2020	PRINTED	1725	WEST COAST ARBORISTS INC	51,609.00
29023	02/12/2020	PRINTED	635	WESTERN EXTERMINATOR COMPANY	716.00
29024	02/12/2020	PRINTED	14050	WILLDAN FINANCIAL SERVICES	10,025.00
29025	02/12/2020	PRINTED	693	WYMAN, AARON	2,000.00
29026	02/12/2020	PRINTED	999999	BRAVEPARK LLC	2,262.90
29027	02/12/2020	PRINTED	999999	JOY PINGWEI PAN	63.76
29028	02/12/2020	PRINTED	999999	KB HOMES	1,113.17
29029	02/12/2020	PRINTED	999999	LENNAR HOMES OF CA	1,083.07
29030	02/12/2020	PRINTED	999999	MEGAN COTTER	91.24
29031	02/12/2020	PRINTED	999999	TAYLOR MORRISON	1,164.89
29032	02/12/2020	PRINTED	999999	THOMAS J DURANT SR TRUST	91.28
29033	02/12/2020	PRINTED	999999	UPLAND HILLS LAND LLC	232.10
29034	02/12/2020	PRINTED	999999	ANDY TEKAT SANTOSA	273.43
29035	02/12/2020	PRINTED	999999	BERNARDINE GRAY	69.02
29036	02/12/2020	PRINTED	999999	CAROL KURACHI	72.14
29037	02/12/2020	PRINTED	999999	CHIN-CHIA CHANG	16.15
29038	02/12/2020	PRINTED	999999	DOUG MARTIN CONTRACTING CO	838.00
29039	02/12/2020	PRINTED	999999	ELISE MONACO	91.04
29040	02/12/2020	PRINTED	999999	ELMA CHAVEZ	111.84
29041	02/12/2020	PRINTED	999999	GRACE APIAFI	72.74
29042	02/12/2020	PRINTED	999999	GTR HOLDINGS LLC	88.96
29043	02/12/2020	PRINTED	999999	GUADALUPE LEON	27.48
29044	02/12/2020	PRINTED	999999	HAMMAD OMER KHAN	80.31
29045	02/12/2020	PRINTED	999999	JASON NEVARIL	107.21
29046	02/12/2020	PRINTED	999999	JESMICK GROUP LLC	20.29
29047	02/12/2020	PRINTED	999999	JIMMY LAI	77.34
29048	02/12/2020	PRINTED	999999	JINGHONG JUDY JIANG	75.09
29049	02/12/2020	PRINTED	999999	JOSHUA WINTER	2,000.00
29050	02/12/2020	PRINTED	999999	JUAN CHEN	123.34
29051	02/12/2020	PRINTED	999999	KE HUANG	78.90
29052	02/12/2020	PRINTED	999999	LAVERNE CHIU	41.35
29053	02/12/2020	PRINTED	999999	LIJUAN MENG	96.56
29054	02/12/2020	PRINTED	999999	LOK MAN LEUNG	51.96
29055	02/12/2020	PRINTED	999999	LU L LLC	215.00
29056	02/12/2020	PRINTED	999999	MARGARITA RECENDEZ	150.15
29057	02/12/2020	PRINTED	999999	MILLA TECHNOLOGIES LLC	53.93
29058	02/12/2020	PRINTED	999999	MORRIS REYNOLDS	110.89
29059	02/12/2020	PRINTED	999999	NORMA GOMEZ	117.30
29060	02/12/2020	PRINTED	999999	OSCAR A QUIROZ	60.18
29061	02/12/2020	PRINTED	999999	QINGHUA ZENG	74.79
29062	02/12/2020	PRINTED	999999	SELINA CHANG	72.80
29063	02/12/2020	PRINTED	999999	SHARYL O DONNELL	283.75
29064	02/12/2020	PRINTED	999999	SPA COVERS FACTORY DIRECT INC	97.76
29065	02/12/2020	PRINTED	999999	TAMMY PRIBBLE	39.37
29066	02/12/2020	PRINTED	999999	VANCE CORP	403.75

29067	02/12/2020	PRINTED	999999	YUXIANG GUO	21.32
29068	02/12/2020	PRINTED	999999	Z & Z INVESTMENT GROUP LLC	53.36
29069	02/19/2020	PRINTED	125761	CITY EMPLOYEE ASSOCIATES	276.00
29070	02/19/2020	PRINTED	99418	FRANCHISE TAX BOARD	50.00
29071	02/19/2020	PRINTED	295	INLAND EMPIRE UNITED WAY	26.00
29072	02/19/2020	PRINTED	736	UPLAND POLICE MANAGEMENT ASSN	1,183.00
29073	02/19/2020	PRINTED	737	UPLAND POLICE OFFICERS ASSN	5,157.00
29074	02/19/2020	PRINTED	207	ADLERHORST INTERNATIONAL LLC	300.00
29075	02/19/2020	PRINTED	920	ALHAMBRA FOUNDRY CO., LTD	614.96
29076	02/19/2020	PRINTED	6683	ATMAA INC	1,800.00
29077	02/19/2020	PRINTED	15308	AUTOMATED GATE SERVICES	178.00
29078	02/19/2020	PRINTED	120021	BRIGHTVIEW	2,312.80
29079	02/19/2020	PRINTED	129871	CROWN TOYOTA	34,905.57
29080	02/19/2020	PRINTED	4696	CUCAMONGA VALLEY WATER DISTRIC	25.00
29081	02/19/2020	PRINTED	10485	EXPERIAN	77.00
29082	02/19/2020	PRINTED	4456	FEDERAL EXPRESS	34.28
29083	02/19/2020	PRINTED	96251	FORD OF UPLAND	602.36
29084	02/19/2020	PRINTED	48681	FORT, KELA	88.34
29085	02/19/2020	PRINTED	16410	GEOGRAPHICS	23,171.03
29086	02/19/2020	PRINTED	290	GRAINGER	554.61
29087	02/19/2020	PRINTED	306	HACH CO	577.70
29088	02/19/2020	PRINTED	329	HOLLIDAY ROCK CO INC	1,923.41
29089	02/19/2020	PRINTED	629	HONEYCOTT, INC	245.00
29090	02/19/2020	PRINTED	36271	INLAND EMPIRE PRINTING	1,173.72
29091	02/19/2020	PRINTED	153	INLAND EMPIRE UTILITIES AGENCY	69,195.15
29092	02/19/2020	PRINTED	106951	INTEGRATED TECHNOLOGY	1,149.58
29093	02/19/2020	PRINTED	83731	J & G ADVERTISING SPECIALTIES	262.37
29094	02/19/2020	PRINTED	284	J G BAUTISTA CONSULTING	6,900.00
29095	02/19/2020	PRINTED	529	KAISER FOUNDATION HEALTH PLAN	176,554.12
29096	02/19/2020	PRINTED	80561	KEENAN & ASSOCIATES	6,144.33
29097	02/19/2020	PRINTED	53241	KONICA MINOLTA BUSINESS SOLUTIONS	4,985.55
29098	02/19/2020	PRINTED	15595	L D M ASSOCIATES INC	262.50
29099	02/19/2020	PRINTED	96231	LABASTIDA CONSTRUCTION	2,200.00
29100	02/19/2020	PRINTED	1577	LAW OFFICES OF JONES & MAYER	120.00
29101	02/19/2020	PRINTED	16001	LAYNE, RANDALL	123.40
29102	02/19/2020	PRINTED	410	LEININGER & SHORT	59.95
29103	02/19/2020	PRINTED	122601	LOWE'S	1,726.01
29104	02/19/2020	PRINTED	901	MANAGEMENT PARTNERS	10,328.27
29105	02/19/2020	PRINTED	445	MATHISEN OIL CO INC	889.42
29106	02/19/2020	PRINTED	461	MJS ALARM	591.00
29107	02/19/2020	PRINTED	824	MK CONSULTING	2,448.64
29108	02/19/2020	PRINTED	238	MOUNTAIN VIEW CHEVROLET	53.83
29109	02/19/2020	PRINTED	7816	MR T'S TOWING INC	3,450.00
29110	02/19/2020	PRINTED	473	MUNICIPAL MAINTENANCE EQUIPMENT INC	427.77
29111	02/19/2020	PRINTED	16877	NEXTDAY DELIVERY SERVICE, LLC	181.02
29112	02/19/2020	PRINTED	7734	OFFICE DEPOT	18.20
29113	02/19/2020	PRINTED	4509	PARKHOUSE TIRE INC	2,032.54

29114	02/19/2020	PRINTED	119	PRISTINE UNIFORMS LLC	851.45
29115	02/19/2020	PRINTED	67381	ROUTE 66 CAR WASH INC	1,557.00
29116	02/19/2020	PRINTED	90591	S & J SUPPLY CO INC	478.41
29117	02/19/2020	PRINTED	3662	SAFETY-KLEEN SYSTEMS, INC	248.93
29118	02/19/2020	PRINTED	606	SAN BERNARDINO COUNTY SHERIFF'S	3,782.54
29119	02/19/2020	PRINTED	606	SAN BERNARDINO COUNTY SHERIFF'S	220.00
29120	02/19/2020	PRINTED	234	SAN BERNARDINO LAFCO	1,570.11
29121	02/19/2020	PRINTED	99141	SONSRAY MACHINERY LLC	439.70
29122	02/19/2020	PRINTED	4640	DS SERVICES OF AMERICA INC	49.50
29123	02/19/2020	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	1,006.47
29124	02/19/2020	PRINTED	211	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	336.38
29125	02/19/2020	PRINTED	417	E&S TOWING ENTERPRISES, INC	2,100.00
29126	02/19/2020	PRINTED	11737	ERIC ESPINOZA	120.94
29127	02/19/2020	PRINTED	39061	TOOLS-R-US INC	49.81
29128	02/19/2020	PRINTED	483	ULINE, INC	481.86
29129	02/19/2020	PRINTED	3557	UNDERGROUND SERVICE ALERT	647.03
29130	02/19/2020	PRINTED	760	WATER FACILITIES AUTHORITY	248,419.52
29131	02/19/2020	PRINTED	392	WAXIE SANITARY SUPPLY	5,341.22
29132	02/19/2020	PRINTED	1725	WEST COAST ARBORISTS INC	25,220.00
29133	02/19/2020	PRINTED	999999	NATHAN KOK	660.00
29134	02/19/2020	PRINTED	999999	BIANCA RUIZ	158.00
29135	02/19/2020	PRINTED	999999	DENISE STRUBEL	100.00
29136	02/19/2020	PRINTED	999999	JONNA CADE	79.00
29137	02/19/2020	PRINTED	999999	KATHY LAWING	79.00
29138	02/19/2020	PRINTED	999999	OSCAR PLATA	79.00
29139	02/19/2020	PRINTED	999999	TOM WAGNER	100.00
29140	02/26/2020	PRINTED	15750	AFLAC PREMIUM HOLDING	1,263.60
29141	02/26/2020	PRINTED	132551	AMERICAN FIDELITY ASSURANCE	14,442.84
29142	02/26/2020	PRINTED	16823	PRE PAID LEGAL SVC, INC	112.60
29143	02/26/2020	PRINTED	889	PRUDENTIAL INSURANCE COMPANY OF AMERICA	54.16
29144	02/26/2020	PRINTED	37	5 STAR JANITORIAL	1,500.00
29145	02/26/2020	PRINTED	207	ADLERHORST INTERNATIONAL LLC	51.72
29146	02/26/2020	PRINTED	358	ADVANCED AUTO, SMOG CHECK CENTER	63.50
29147	02/26/2020	PRINTED	851	ADVANTAGE SEALING SYSTEMS, INC	204.29
29148	02/26/2020	PRINTED	3	AIRGAS USA LLC	1,724.63
29149	02/26/2020	PRINTED	12564	ALL CITY MANAGEMENT SERVICES INC	6,358.77
29150	02/26/2020	PRINTED	117291	ANDERSON, CAROLYN	100.00
29151	02/26/2020	PRINTED	131971	ANNEALTA GROUP	7,650.00
29152	02/26/2020	PRINTED	308	ASPINALL, ROBIN JEAN	100.00
29153	02/26/2020	PRINTED	1769	BIO-TOX LABORATORIES	310.00
29154	02/26/2020	PRINTED	120411	BOUNCE IT UP	475.00
29155	02/26/2020	PRINTED	120021	BRIGHTVIEW	55,786.95
29156	02/26/2020	PRINTED	732	BROUSE, LINDEN	100.00
29157	02/26/2020	PRINTED	773	CALED - CALIFORNIA ASSOCIATION	100.00
29158	02/26/2020	PRINTED	83401	CARL WARREN & CO	932.34
29159	02/26/2020	PRINTED	363	CHINO MOWER & ENGINE SERVICE	740.45
29160	02/26/2020	PRINTED	448	CINTAS CORPORATION	2,091.09

29161	02/26/2020	PRINTED	652	COMMERCIAL TRANSPORTATION SERVICES, INC	775.00
29162	02/26/2020	PRINTED	124	DEPARTMENT OF JUSTICE	1,192.00
29163	02/26/2020	PRINTED	922	EILAR ASSOCIATES, INC	2,128.75
29164	02/26/2020	PRINTED	16701	ENVIROMINE	1,123.75
29165	02/26/2020	PRINTED	10485	EXPERIAN	77.00
29166	02/26/2020	PRINTED	29491	GEO PLASTICS	1,420.15
29167	02/26/2020	PRINTED	90227	HEARD'S INVESTIGATIONS AND POLYGRAPH, LLC	150.00
29168	02/26/2020	PRINTED	3231	HINDERLITER, DE LLAMAS & ASSOCIATES	6,662.86
29169	02/26/2020	PRINTED	629	HONEYCOTT, INC	118.00
29170	02/26/2020	PRINTED	195	INLAND VALLEY DAILY BULLETIN	3,406.72
29171	02/26/2020	PRINTED	899	INTERNATIONAL CODE COUNCIL, INC	903.71
29172	02/26/2020	PRINTED	69341	ITERIS INC	4,310.00
29173	02/26/2020	PRINTED	15595	L D M ASSOCIATES INC	19,073.75
29174	02/26/2020	PRINTED	91491	LIBRARY SYSTEMS & SERVICES LLC	21,739.18
29175	02/26/2020	PRINTED	426	LOCOMOBI WORLD INC	1,052.00
29176	02/26/2020	PRINTED	406	M2 IMAGE SOLUTIONS INC	10,846.60
29177	02/26/2020	PRINTED	16385	MAIN STREET SIGNS	596.83
29178	02/26/2020	PRINTED	5704	MAJESTIC TROPHY CO	581.85
29179	02/26/2020	PRINTED	183	MCLEES, MEAGAN	41.29
29180	02/26/2020	PRINTED	133641	MORNEAU SHEPELL LIMITED	210.00
29181	02/26/2020	PRINTED	832	NORMAN A TRAUB & ASSOCIATES LLC	13,174.68
29182	02/26/2020	PRINTED	400	NUTRIEN AG SOLUTIONS, INC	69.11
29183	02/26/2020	PRINTED	923	ODYSSEY POWER CONNECTION	875.00
29184	02/26/2020	PRINTED	6625	P F SERVICES INC	150.00
29185	02/26/2020	PRINTED	515	PACIFIC WESTERN BANK	90,159.33
29186	02/26/2020	PRINTED	805	R3 CONSULTING GROUP	2,181.25
29187	02/26/2020	PRINTED	349	RAIN MASTER IRRIGATION SYSTEMS	235.90
29188	02/26/2020	PRINTED	606	SAN BERNARDINO COUNTY SHERIFF'S	346.00
29189	02/26/2020	PRINTED	6610	SAN BERNARDINO COUNTY SHERIFF	81.69
29190	02/26/2020	PRINTED	11671	SAN BERNARDINO COUNTY	332.34
29191	02/26/2020	PRINTED	234	SAN BERNARDINO LAFCO	23.25
29192	02/26/2020	PRINTED	131121	SHRED-IT USA JV LLC	158.69
29193	02/26/2020	PRINTED	507	SILVER & WRIGHT LLP	7,973.18
29194	02/26/2020	PRINTED	107	SITEONE LANDSCAPE SUPPLY HOLDING LLC	580.87
29195	02/26/2020	PRINTED	861	SOUTHWEST MOBILE STORAGE, INC	133.93
29196	02/26/2020	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	371.18
29197	02/26/2020	PRINTED	93351	STEVE'S FIVE STAR SERVICE INC	597.00
29198	02/26/2020	PRINTED	2439	T K E ENGINEERING INC	13,092.50
29199	02/26/2020	PRINTED	196	GLB ENTERPRISES INC	4,419.00
29200	02/26/2020	PRINTED	99981	THOMSON REUTERS - WEST PAYMENT CENTER	1,221.17
29201	02/26/2020	PRINTED	18181	TIERRA WEST ADVISORS LLC	3,181.67
29202	02/26/2020	PRINTED	908	TITAN EMPIRE INC	375.00
29203	02/26/2020	PRINTED	5522	UNITED RENTALS INC	459.34
29204	02/26/2020	PRINTED	137	YVETTE WALKER	100.00
29205	02/26/2020	PRINTED	436	WEDGE & FOBES INVESTIGATIONS	947.02
29206	02/26/2020	PRINTED	1725	WEST COAST ARBORISTS INC	40,987.00
29207	02/26/2020	PRINTED	766	WEST END CONSOLIDATED WATER CO	12,445.93

29208	02/26/2020	PRINTED	999999	KB HOMES	191,800.00
29209	02/26/2020	PRINTED	999999	LOUIS AGNAS	2,969.77
29210	02/26/2020	PRINTED	999999	MIDWEST ROOFING CO INC	320.00
2042000	02/04/2020	MANUAL	65181	CALPERS	144,788.23
2042000	02/04/2020	MANUAL	32091	SOUTHERN CALIF EDISON CO	76,440.32
2042000	02/04/2020	MANUAL	543	SOUTHERN CALIF GAS COMPANY	4,597.41
2042000	02/04/2020	MANUAL	43651	U S BANK NATIONAL ASSN	11,527.37
2052000	02/05/2020	MANUAL	80561	KEENAN & ASSOCIATES	176,075.82
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	820,000.00
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	765,000.00
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	80,000.00
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	365,000.00
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	253,000.00
2072000	02/07/2020	MANUAL	11484	U S BANK (TRANSFER OF FUNDS BETWEEN ACCTS)	41,981.44
2132000	02/13/2020	MANUAL	132551	AMERICAN FIDELITY ASSURANCE	4,451.24
2132000	02/13/2020	MANUAL	618	ICMA-RC	2,260.41
2132000	02/13/2020	MANUAL	621	KAREN LONG	672.00
2132000	02/13/2020	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS,	2,188.21
2132000	02/13/2020	MANUAL	622	UPLAND CITY EMPLOYEE ASSOCIATION	920.00
2132000	02/13/2020	MANUAL	91491	LIBRARY SYSTEMS & SERVICES LLC	103,518.00
2132000	02/13/2020	MANUAL	627	STATE OF CALIFORNIA EMPLOYMENT DEVELOPME	5,488.00
2142000	02/14/2020	MANUAL	624	DEPT OF THE TREASURY	350.00
2142000	02/14/2020	MANUAL	733	MASSACHUSETTS MUTUAL LIFE INSURANCE CO.	43,108.87
2192000	02/19/2020	MANUAL	754	PUBLIC AGENCY COALITION ENTERPRISE	95,842.19
2192000	02/19/2020	MANUAL	32091	SOUTHERN CALIF EDISON CO	71,879.42
2202000	02/20/2020	MANUAL	11484	U S BANK	236,919.25
2212000	02/21/2020	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	523,124.40
2212000	02/21/2020	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS,	24,995.80
2252000	02/25/2020	MANUAL	65181	CALPERS	143,400.21
2262000	02/26/2020	MANUAL	132551	AMERICAN FIDELITY ASSURANCE	5,386.58
2262000	02/26/2020	MANUAL	132551	AMERICAN FIDELITY ASSURANCE	5,274.08
2272000	02/27/2020	MANUAL	132551	AMERICAN FIDELITY ASSURANCE	4,401.24
2272000	02/27/2020	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS,	2,041.84
2272000	02/27/2020	MANUAL	618	ICMA-RC	2,247.91
2272000	02/27/2020	MANUAL	621	KAREN LONG	672.00
2282000	02/28/2020	MANUAL	624	DEPT OF THE TREASURY	350.00
2282000	02/28/2020	MANUAL	622	UPLAND CITY EMPLOYEE ASSOCIATION	900.00
CHECK REPORT TOTAL					<u>\$ 6,842,313.77</u>



STAFF REPORT

ITEM NO. 11.C.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: STEVEN NIX, INTERIM PUBLIC WORKS DIRECTOR
JESUS SANCHEZ, ASSISTANT ENGINEER
SUBJECT: APPROVAL OF FINAL MAP TPM 20023 AND ACCEPTANCE OF
SUBDIVISION AGREEMENT FOR PUBLIC AND PRIVATE
IMPROVEMENT AND ENCROACHMENT LICENSE AGREEMENT BY
ADC SAGE TH, LLC FOR TENTATIVE TRACT 20023

RECOMMENDED ACTION

It is recommended that the City Council approve Tract Map No. 20023 and accept the subdivision improvement agreements with the corresponding performance bonds, labor and materials bonds, and the Encroachment License Agreement (ELA) with ADC Sage TTH, LLC. It is further recommended that the City Council authorize the City Manager to execute said agreements and authorize recordation of the Final Tract Map 20023 and ELA.

GOAL STATEMENT

The proposed action supports the City's goal to adhere to a review schedule for the processing of development proposals in an efficient, professionally responsive, and courteous manner.

BACKGROUND

On February 28, 2018, the Planning Commission conditionally approved Tentative Tract Map 20023 (TTM 20023) for condominium purposes. TTM 20023 is a 4.6 gross acre site, which will be utilized for the construction of 52 attached townhome residential units and is located south of 9th street and east of Bodenhamer Street.

ADC is required to post performance and labor and materials bonds for both public and private improvements. These bonds will ensure that all the required improvements for the project will be completed.

Under the Encroachment License Agreement, ADC will be permitted to construct, operate, maintain, and use that portion of Bodenhamer Street as depicted on ELA Exhibits A and B for access to the development and for public recreation.

ISSUES/ANALYSIS

In conformance to the conditions of approval contained in Resolution No. 4878 by the Planning Commission, ADC Sage TTH has submitted to the City an Encroachment License Agreement, prepared the final map and all improvement plans, executed the subdivision agreements, and posted the necessary securities.

The final map has been reviewed and is determined to be technically correct and is in substantial conformance with the tentative map. The final map is ready for City approval.

FISCAL IMPACTS

There is no fiscal impact associated with the proposed action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Location map

Tract 20023

Encroachment License Agreement

Subdivision Agreement Public Improvements and Bonds

Subdivision Agreement Private Improvements and Bonds



LOCATION MAP

1 NUMBERED LOT
3.43 ACRES GROSS
3.34 ACRES NET

SHEET 1 OF 3 SHEETS

TRACT MAP NO. 20023

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOTS 24, 25 AND 26 AND PORTIONS OF VACATED BOWEN STREET AND CHAFFEE STREET OF THE MAP OF BOWEN AND BYER'S SUBDIVISION RECORDED IN BOOK 17 OF MAPS, PAGE 44 AND A PORTION OF LOT 8, SECTION 8, T. / S., R. 7 W., S.B.B.M. ACCORDING TO THE MAP OF CUCAMONGA LANDS RECORDED IN BOOK 4 OF MAPS, PAGE 9 AND FLOOD CONTROL LAND, ALL BEING RECORDS OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

ANDREASEN ENGINEERING, INC.

ERIC J. ANDREASEN, L.S. 8256

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.
WE HEREBY OFFER TO DEDICATE TO THE CITY OF UPLAND AN EASEMENT FOR STREET AND UTILITY PURPOSES IN, UNDER, OVER AND UPON BODENHAMER STREET, CHAFFEE STREET AND THE ALLEY AS SHOWN ON THIS MAP.
WE ALSO HEREBY DEDICATE TO THE CITY OF UPLAND EASEMENTS FOR SEWER, WATER AND EMERGENCY ACCESS PURPOSES AS SHOWN HEREON.
WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS, ASSIGNS AND HOMEOWNERS ASSOCIATION FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS, OVER LOT 1 THE PRIVATE STREET EASEMENTS SHOWN HEREON FOR RECIPROCAL INGRESS AND EGRESS PURPOSES.

ADC SAGE TH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER.

[Signature]
MATTHEW LIVINGSTON, MANAGER

EVERTRUST BANK, A CALIFORNIA BANKING CORPORATION, A BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 30, 2019 AS DOCUMENT No. INSTRUMENT No. 2019-0350465 OF OFFICIAL RECORDS.

[Signature]
ROBERT SATO, EVP/CCO

NOTARY ACKNOWLEDGMENT:

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 Los Angeles) SS

ON February 12, 2020 BEFORE ME, Danielle Nicole Reams

PERSONALLY APPEARED Matthew Livingston
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.

SIGNATURE OF NOTARY: [Signature]

NAME OF NOTARY: Danielle Nicole Reams

MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles

MY COMMISSION NUMBER: 2237870

MY COMMISSION EXPIRES: April 13, 2022

NOTARY ACKNOWLEDGMENT:

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 Los Angeles) SS

ON February 25, 2020 BEFORE ME, Ricky Liu, Notary Public

PERSONALLY APPEARED Robert SATO
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.

SIGNATURE OF NOTARY: [Signature]

NAME OF NOTARY: Ricky Liu

MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles

MY COMMISSION NUMBER: 2207921

MY COMMISSION EXPIRES: 8-26-2021

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66438 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- PATRICIA A. TIERNEY, TRUSTEE OF THE TIERNEY TRUST AND ROBERT BAUM AND CATHERINE BAUM, TRUSTEES OF THE BOBCAT TRUST, HOLDER OF AN EASEMENT AS ENTITLED "GRANT OF EASEMENT" RECORDED AUGUST 12, 2016 AS INSTRUMENT NO. 2016-0326791 OF OFFICIAL RECORDS.
- SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT HOLDER OF AN EASEMENT FOR UNDERGROUND WATER DRAINAGE SYSTEMS RECORDED APRIL 29, 2019 AS INSTRUMENT NO. 2019-0132835 OF OFFICIAL RECORDS.
- SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT HOLDER OF AN EASEMENT FOR UNDERGROUND WATER DRAINAGE SYSTEMS RECORDED APRIL 29, 2019 AS INSTRUMENT NO. 2019-0132836 OF OFFICIAL RECORDS
- SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES RECORDED NOVEMBER 22, 2019 AS INSTRUMENT NO. 2019-0483938 OF OFFICIAL RECORDS

SOILS REPORT

PURSUANT TO THE PROVISIONS OF SECTION 66434 OF THE SUBDIVISION MAP ACT, A GEOTECHNICAL REPORT BY FEFFER GEOLOGICAL CONSULTING, DATED AUGUST 25, 2015, HAS BEEN PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH PUBLIC WORKS DEPARTMENT OF THE CITY OF UPLAND.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF UPLAND 3 ACRES, LP, IN JUNE, 2018. I HEREBY STATE THAT ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS OF THE RECORDATION DATE OF THIS MAP IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT; AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 2-11-20
ERIC J. ANDREASEN
LS 8256, EXPIRES 12-31-2021



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF UPLAND MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

DATED: 3/5/2020 BY: [Signature]
ROSEMARY HOERNING
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF UPLAND, CALIFORNIA
R.C.E. 44766 EXP. EXP. 3-31-20



I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 3/2/2020 BY: [Signature]
MICHAEL P. THORNTON
L.S. 6867 EXP. 9-30-20



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF UPLAND BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE _____ DAY OF _____, OF 2020, AND ACCEPTED FOR PUBLIC USE THE DEDICATION THEREIN OFFERED, AND FOUND THIS MAP TO BE CONSISTENT WITH APPLICABLE GENERAL OR SPECIFIC PLANS OF THE CITY OF UPLAND.

DATED: _____ BY: _____
KERI JOHNSON
CITY CLERK, CITY OF UPLAND, CALIFORNIA

CITY PLANNING COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS IN ACCORDANCE WITH THE TENTATIVE MAP REVIEWED AT THE MEETING OF THE PLANNING COMMISSION OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE _____ DAY, OF _____, 2020.

DATED: _____ BY: _____
ROBERT DALQUEST
SECRETARY OF PLANNING COMMISSION
CITY OF UPLAND, CALIFORNIA

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER, ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY APPROVED.

DATED: _____ BY: _____ DEPUTY
LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SAN BERNARDINO, CALIFORNIA

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE ESTIMATED TO BE \$ _____

DATED: _____ BY: _____ DEPUTY
ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 20____, AT _____ M.
IN BOOK _____ OF _____ AT PAGE _____
AT THE REQUEST OF _____, IN THE AMOUNT
OF \$ _____

BOB DUTTON
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO

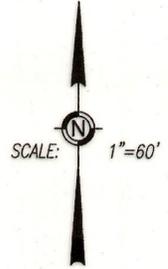
BY: _____ DEPUTY RECORDER

TRACT MAP NO. 20023

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

ANDREASEN ENGINEERING, INC.

ERIC J. ANDREASEN, L.S. 8256



BASIS OF BEARINGS

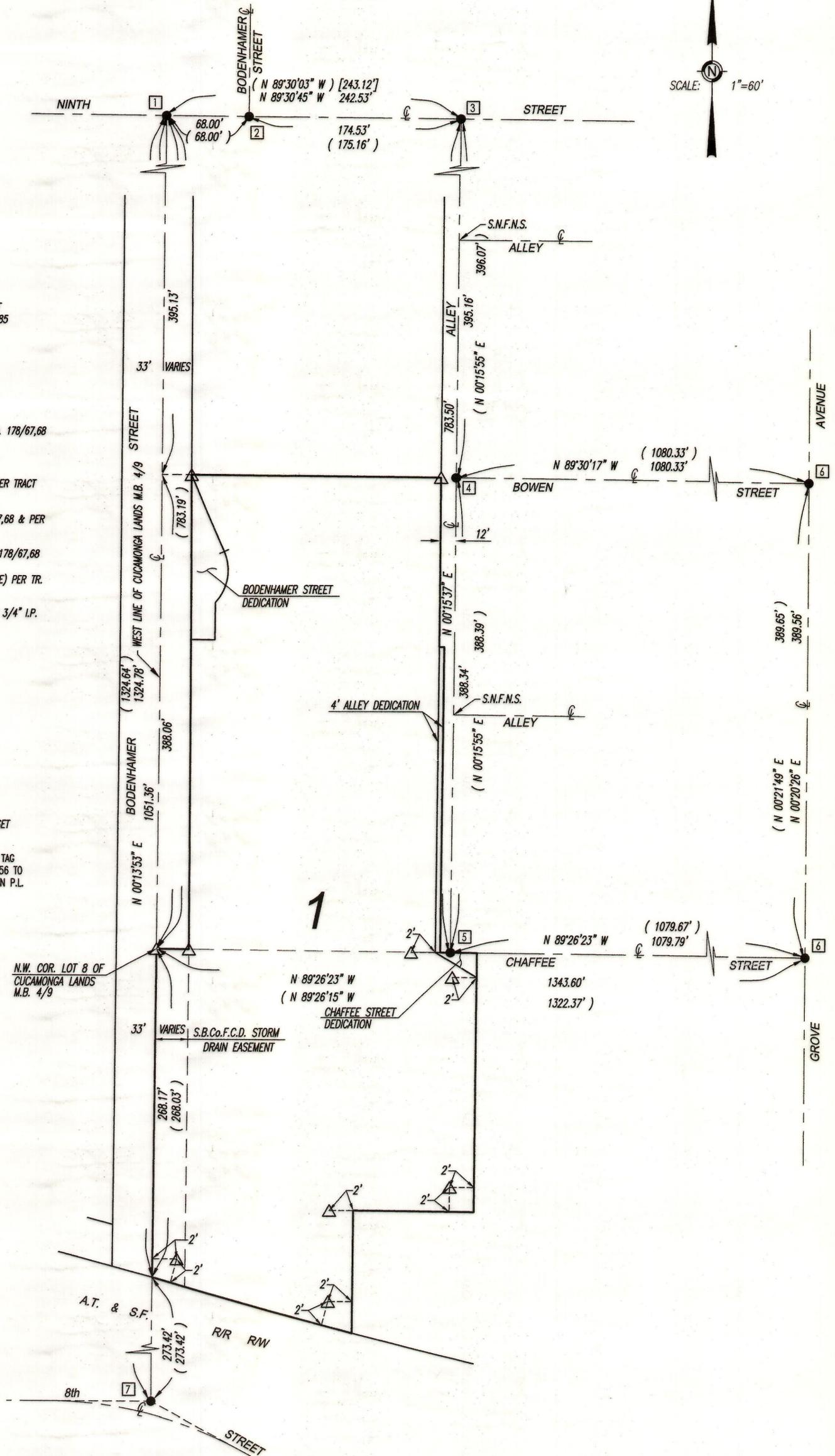
THE BEARING OF N.89°30'17"W AS SHOWN FOR THE CENTERLINE OF BOWEN STREET ON TRACT MAP NO. 11827 RECORDED APRIL 1, 1985 IN BOOK 178 PAGES 67 AND 68 OF MAPS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

MONUMENT LEGEND

- 1 FOUND 1" IRON PIPE IN LIEU OF AXLE PER TR. NO. 11827 M.B. 178/67,68
- 2 FD. PK. NAIL (NO TIN) PER TR. NO. 11827 M.B. 178/67,68
- 3 FOUND NAIL/WASHER R.C.E. 20300 IN LIEU OF BOAT SPIKE PER TRACT NO. 11827 M.B. 178/67,68
- 4 FOUND RR SPIKE WITH P.M. PER TR. NO. 11827 M.B. 178/67,68 & PER CITY TIE NO. 315
- 5 FD. CONC. NAIL IN LIEU OF R.R.S. PER TR. NO. 11827 M.B. 178/67,68
- 6 FOUND 1" IRON PIPE W/PLASTIC PLUG & STAMP (NOT LEGIBLE) PER TR. NO. 11827 M.B. 178/67,68
- 7 FD. SPK. & WASHER STAMPED "S.B. CO. SURVEY" IN LIEU OF 3/4" I.P. PER TR. NO. 11827 M.B. 178/67,68

MONUMENT NOTES

- DENOTES MONUMENT FOUND AS NOTED
- () INDICATES RECORD DATA FROM TRACT NO. 11827 M.B. 178/67-68
- [] INDICATES RECORD DATA FROM R.S. 17/86
- S.N.F.N.S. INDICATES SEARCHED, NOTHING FOUND, NOTHING SET
- △ SET 1" I.P. TAGGED L.S. 8256 OR LEAD, TACK & TAG L.S. 8256 OR SPIKE & WASHER STAMPED L.S. 8256 TO BE SET AT ALL PROPERTY CORNERS OR IN T.C. ON P.L. PROD. UNLESS OTHERWISE NOTED.

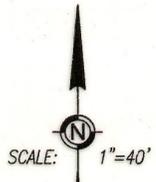


TRACT MAP NO. 20023

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

ANDREASEN ENGINEERING, INC.

ERIC J. ANDREASEN, L.S. 8256



DEFINED EASEMENT:

- ① A 27-FOOT WIDE SAN BERNARDINO COUNTY FLOOD CONTROL EASEMENT RECORDED APRIL 29, 2019 AS INSTRUMENT NO. 2019-0132835 O.R. AND 2019-0132836 O.R.
- ② A-4 FOOT AND A 10-FOOT WIDE EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION AND SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED DECEMBER 13, 1965 AS BOOK 6531, PAGE 223 O.R.

NOTE TABLE:

- A** AN EASEMENT DEDICATED HEREON TO THE CITY OF UPLAND FOR STREET AND/OR ALLEY PURPOSES
- B** AN EASEMENT DEDICATED HEREON TO THE CITY OF UPLAND FOR EMERGENCY ACCESS AND PUBLIC UTILITY PURPOSES
- C** AN EASEMENT DEDICATED HEREON TO THE CITY OF UPLAND FOR SEWER PURPOSES
- D** AN EASEMENT DEDICATED HEREON TO THE CITY OF UPLAND FOR WATER PURPOSES

MONUMENT NOTES

- LEAD AND TACK AND TAG "LS 8256" TO BE SET IN P.C.C. GUTTER WITH TIES AT ALL STREET CENTERLINE INTERSECTIONS, AND OTHER POINTS OF CONTROL SHOWN HEREON

LINE TABLE

LINE	BEARING	LENGTH
L1	N 89°46'07" W	19.77'
L2	N 00°13'53" E	30.58'
L3	N 23°22'22" W	68.27'
L4	N 89°26'23" W	4.00'
L5	N 89°26'23" W	29.67'
L6	N 00°13'46" E	20.00'
L7	N 58°48'58" W	39.26'
L8	N 75°51'15" W	66.05'
L9	N 39°04'46" W	34.26'
L10	N 74°01'56" W	82.72'
L11	N 00°15'37" E	67.00'
L12	N 89°44'23" W	251.82'
L13	N 00°13'53" E	150.00'
L14	N 89°44'23" W	259.80'
L15	N 00°13'53" E	41.38'
L16	N 00°15'37" E	261.50'
L17	N 89°44'23" W	112.00'
L18	N 89°44'23" W	163.80'
L19	N 00°15'37" E	153.00'
L20	N 00°15'37" E	5.00'
L21	N 89°44'23" W	41.00'
L22	N 89°26'23" W	15.00'
L23	N 00°23'37" E	6.00'

LYNCH ADDITION
M.B. 14/39

P.M.B. 100/78-79

R.S. 22/59

BOWEN AND BYER'S SUBDIVISION
M.B. 17/44

BOWEN STREET

M.B. 178/67-68

ALLEY

P.M.B. 167/46-47

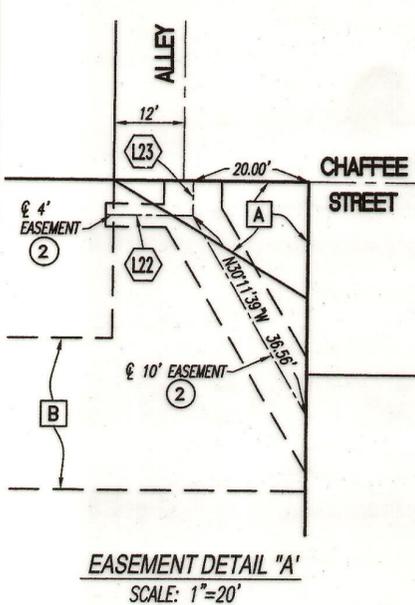
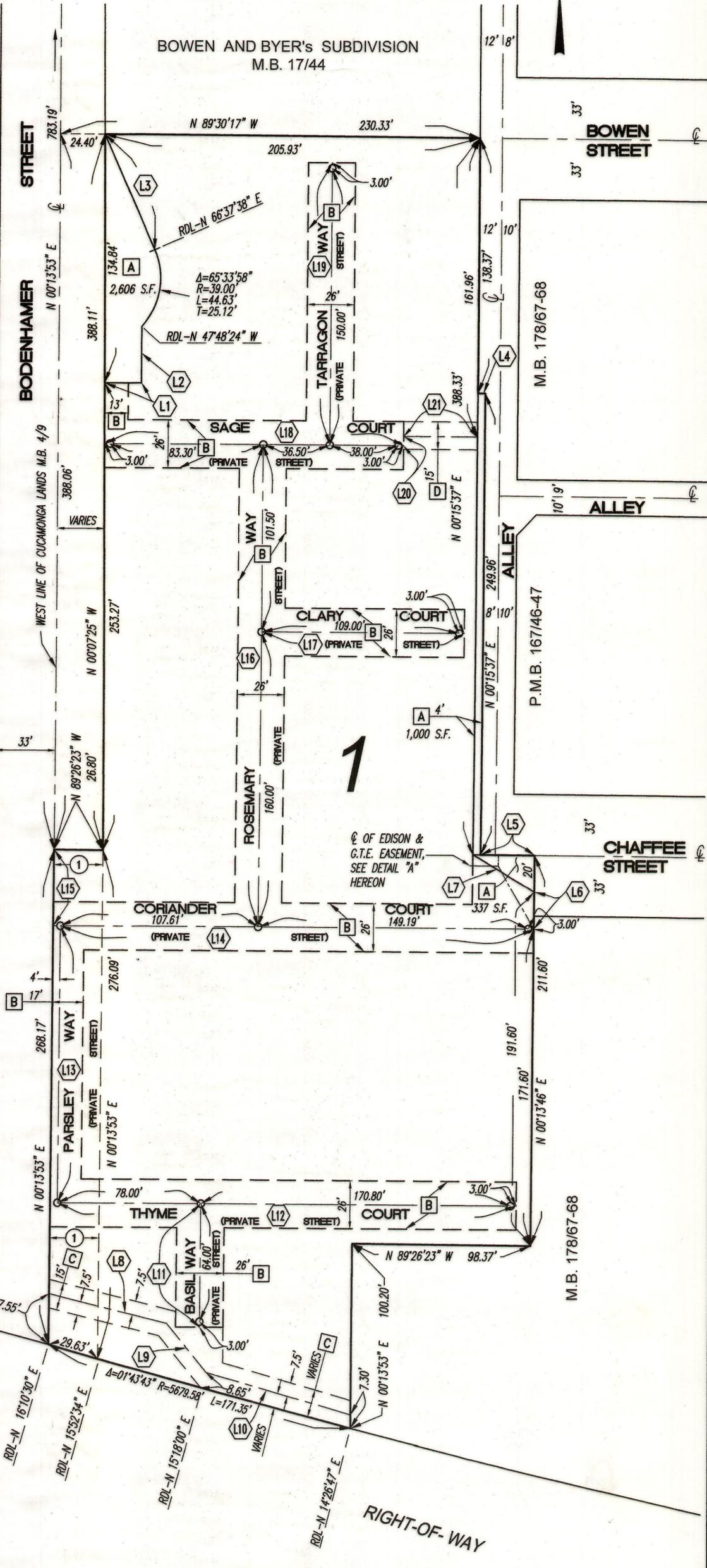
CHAFFEE STREET

M.B. 178/67-68

UN-NAMED STREET

A.T. & S.F.

RIGHT-OF-WAY



RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

City Clerk
City of Upland
460 North Euclid Avenue
Upland, California 91786

**This document is exempt from the
Payment of a recording Fee pursuant
To Government Code Section 27383**

(Space Above Line For Recorder's Use Only)

ENCROACHMENT LICENSE AGREEMENT

The CITY OF UPLAND, a California municipal corporation ("City"), hereby grants a revocable license to ADC Sage TH, LLC, ("Licensee"), to maintain the "Encroachment" (as defined below) upon the "Property" (as defined below) for the use and benefit of Licensee, and in consideration thereof, Licensee agrees to comply with all terms and conditions set forth in this Encroachment License Agreement (this "Agreement").

1. Encroachment. Licensee shall be permitted to keep, maintain, and use parks, with equipment, street improvements, including curb, gutter and sidewalk, parking, landscaping, irrigation, pedestrian and vehicular gates, and associated utilities and uses shown as Exhibit A, upon the Property, shown as Exhibit B, attached hereto, or such other improvements as otherwise permitted by City from time to time (the "Encroachment").

2. Property. City is the owner of that certain property located in the City of Upland, County of San Bernardino, State of California, more particularly described as Exhibit B attached hereto (the "Property"). City's ownership of the Property shall not be affected by this Agreement in any manner whatsoever and Licensee shall not acquire any rights in the Property whatsoever as a result of the Encroachment except those rights specifically granted therein.

3. Condition. The Encroachment shall be installed and maintained or replaced in a safe and sanitary condition and otherwise in accordance with all applicable governmental laws, ordinances and regulations at the sole cost, risk and responsibility of Licensee.

4. Indemnification. Licensee shall defend, indemnify and hold City free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses that City may sustain or incur in any manner resulting from the Encroachment, including, but limited to sidewalk and fencing within the Property (whether the construction, installation, removal, maintenance, use, repair, replacement or presence thereof), including any and all injuries (including personal injury, disability, dismemberment and death), illness, losses, loss of or damage to property, damages, claims, liabilities or expenses of any kind or nature to any person that is not caused, or alleged to be caused, by the negligent acts or omissions of City or its agents

or employees. Licensee will act in good faith to ensure that use is safe and compliant with all applicable codes

5. Insurance. Licensee shall maintain a policy of liability insurance issued by an insurance company that is admitted and licensed to do business in the State of California and that is rated A+VII or better according to the most recent A.M. Best Co. Rating Guide, with City named as an additional insured, that has an aggregate liability limit (subject to commercially reasonable adjustments) of at least One Million Dollars (\$1,000,000), and that will protect City from any claims that may arise from the Encroachments, including those for which Licensee is obligated to indemnify City against hereunder.

6. City Work. Licensee's right to maintain the Encroachment is subject to City's right to cause construction, installation, removal, maintenance, repair and/or replacement work to be conducted on the Property from time to time provided that it shall give reasonable prior notice to Licensee of the commencement of such work and shall use its best efforts to not unreasonably interfere with the Encroachment during the performance of such work.

7. Revocation. City may revoke this Encroachment License at any time, with or without cause, by providing Licensee with written notice. Licensee must, at the sole cost, risk and responsibility of Licensee, remove and/or relocate the Encroachment, and restore the Property to substantially the same condition that existed prior to the Encroachment, as directed by City within thirty (30) days of written notice from City, or, in case of an emergency, City may require that the work be done immediately or within less than such thirty (30) day period. If Licensee fails to so remove and/or relocate the Encroachment and restore the Property, City may cause such work to be done, and Licensee shall be liable to City for all costs incurred by City in connection therewith. In the event Licensee fails to reimburse City for such costs within fifteen (15) days of demand, such costs shall be a lien against Licensee's property. Furthermore, in the event City must maintain an action to enforce any of the obligations of Licensee under, or arising out of, this Encroachment, and is successful in such action, Licensee agrees to pay all cost and expenses, including reasonable attorney's fees, incurred by City in connection therewith.

8. Notices: Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Licensee:

ADC Sage TH, LLC

1800 S. Brand Blvd., Suite 203

Glendale, CA 91204

Attention: Matthew Livingston

Address

City: City of Upland
460 North Euclid Avenue
Upland, California 91786
Attention: City Manager

With a copy to: Richards, Watson and Gershon
1 Civic Center Circle
P O Box 1059
Brea, CA 92822-1059
Attention: ~~James L. Markman~~

Steven Flower

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via facsimile and/or electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

9. Counterparts. This Encroachment Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties had executed the same counterpart.

10. Successors and Assigns. This Encroachment Agreement shall be binding upon and shall inure to the benefit of any transferee of Licensee's interest in the Encroachment. Licensee or Licensee's transferee shall provide written notice to City of any such transfer within thirty (30) days thereof.

11. Recordation: City may immediately record this Encroachment Agreement and Licensee agrees to reimburse City for any recordation fees incurred by City in connection therewith.

[This Space Intentionally Left Blank; Signatures Begin On The Next Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Encroachment License Agreement as of _____, _____.

CITY: CITY OF UPLAND, a municipal corporation

By: _____

Name: _____

Its: City Manager

ATTEST:

By: _____

Name: _____

Its: City Clerk

APPROVED AS TO FORM:

By: _____

Name: ~~James L. Markman~~ *Steven Flower*

Its: City Attorney

LICENSEE:

ADC Sage TH, LLC, of
1800 S Brand Blvd, Suite 203
Glendale, CA 91204

By:  _____

Name: *Matthew Livingston*

Its: *Manager*

CALIFORNIA 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)

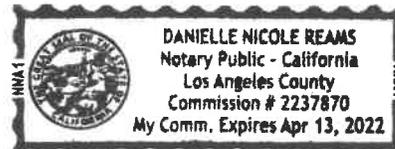
County of Los Angeles)

On March 11, 2020 before me, Danielle Nicole Reams, Notary Public personally appeared Matthew Livingston 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 [Handwritten Signature]



(This area for notary stamp)

Title of Type of Document Encroachment License Agreement

(Attached)

EXHIBIT "A"
ENCROACHMENT LICENSE AGREEMENT

LEGAL DESCRIPTION:

THAT PORTION OF BODENHAMER STREET (FORMERLY 14TH AVENUE) THAT IS SOUTH OF NINTH STREET, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF THE LYNCH ADDITION TO THE CITY OF UPLAND, AS RECORDED IN BOOK 14, PAGE 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 1 THROUGH 3 OF SAID BLOCK 1, ALSO BEING THE WEST LINE OF BODENHAMER STREET (FORMERLY 14TH AVENUE) SOUTH 00° 13' 53" WEST A DISTANCE OF 7.00 FEET, **TO THE TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00° 13' 53" WEST A DISTANCE OF 1002.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE ATCHISON TOPIKA & SANTE FE RAILROAD RIGHT OF WAY (100 FEET WIDE) AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 55 PAGE 87 OF RECORDS OF SURVEY; THENCE SOUTH 75° 03' 35" EAST A DISTANCE OF 34.12 FEET ALONG SAID NORTHERLY LINE TO THE INTERSECTION OF THE CENTERLINE OF SAID BODENHAMER STREET, ALSO BEING THE WEST LINE OF LOT 8, SECTION 8, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, CUCAMONGA LANDS, AS PER PLAT RECORDED IN BOOK 4, PAGE 9 OF MAPS; THENCE NORTH 00° 13' 53" EAST 268.17 FEET, ALONG THE WEST LINE OF SAID LOT 8, TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89° 26' 23" EAST A DISTANCE OF 26.80 FEET ALONG THE NORTH LINE OF SAID LOT 8, ALSO BEING THE VACATED CENTERLINE OF CHAFFEE STREET (66 FEET WIDE), THENCE NORTH 00° 07' 25" WEST A DISTANCE OF 253.27 FEET; THENCE SOUTH 89° 46' 07" EAST A DISTANCE OF 19.77 FEET; THENCE NORTH 00° 13' 53" EAST A DISTANCE OF 30.58 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 39.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 47° 48' 24" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 33' 58" AN ARC DISTANCE OF 44.63 FEET; THENCE TANGENT TO SAID CURVE NORTH 23° 22' 22" WEST A DISTANCE OF 68.27 TO THE INTERSECTION THE EAST LINE OF BODENHAMER STREET; THENCE NORTH 00° 07' 25" WEST A DISTANCE OF 355.14 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NINTH STREET (80 FEET WIDE); THENCE NORTH 89° 30' 45" WEST A DISTANCE OF 55.20 FEET, **TRUE POINT OF BEGINNING**.

EXHIBIT "B" ATTACHED AND BY REFERENCE MADE A PART THEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, SECTION 8726(L).


STEPHEN VENTURA RCE 32437

3/13/19
DATE



EXHIBIT "B"

ENCROACHMENT LICENSE AGREEMENT

LEGEND:

-  STREET CENTERLINE
-  RIGHT OF WAY LINE/ PROPERTY LINE
-  ENCROACHMENT LICENSE AGREEMENT - 1.24 ACRES
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING

LINE DATA

C#	BEARING	DISTANCE
C1	N 00°13'53" E	7.00'
C2	N 75°03'35" W	34.12'
C3	S 00°13'53" W	268.17'
C4	N 89°26'23" W	26.80'
C5	S 00°07'25" E	253.27'
C6	N 89°46'07" W	19.77'
C7	S 00°13'53" W	30.58'
C8	S 23°22'22" E	68.27'
C9	S 00°07'25" E	355.14'
C10	S 89°30'45" E	55.20'

CURVE DATA TABLE

C#	RADIUS	DELTA	TANGENT	LENGTH
C1	39.00'	65°33'58"	25.12'	44.63'

OWNER/APPLICANT

UPLAND 3 ACRES, LP
 1800 SOUTH BRAND BLVD., SUITE 203
 GLENDALE, CA 91204
 PH: (323)450-2335

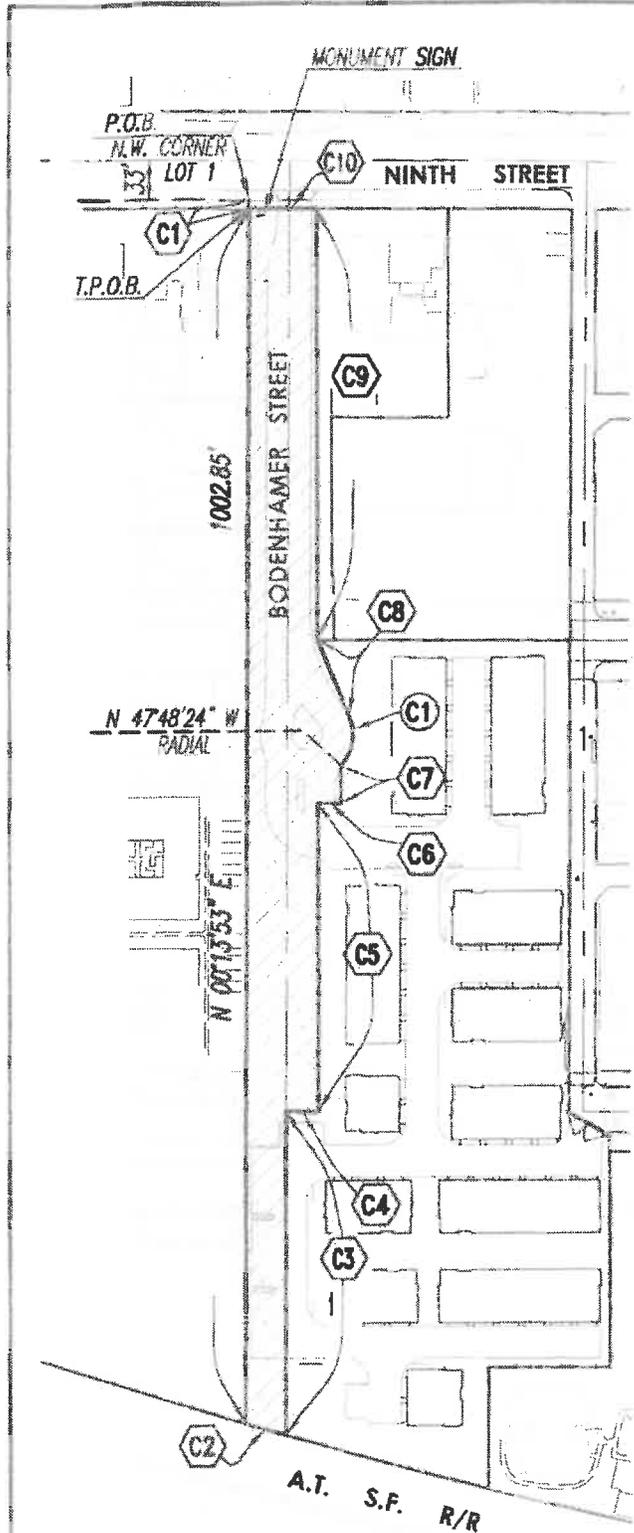
PREPARED BY:
ANDREASEN ENGINEERING, INC.

Civil Engineering • Land Surveying • Municipal Engineering
 580 North Park Avenue, Pomona, California 91768
 (909) 623-1595 Fax (909) 620-0016



3/13/19

[Handwritten Signature]



SCALE: 1"=150'

SUBDIVISION AGREEMENT

Tract Map Number 20023 PUBLIC IMPROVEMENTS

THIS AGREEMENT is entered into as of this 4th day of December 2019 by and between ADC Sage TH, LLC (hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

A. Recitals

- (i) The City approved a Tentative Tract Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Tract Number 20023 in the City of Upland, State of California; and
- (ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number 20023

B. Agreement

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Tract Map Number 20023 and Final Tract Number 20023, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.

2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Tract Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of \$ 229,000.00 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. _____;

(b) A bond in the amount of \$ 115,000.00 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. _____;

(c) A cash deposit in the amount of \$ _____ securing the setting of monuments.

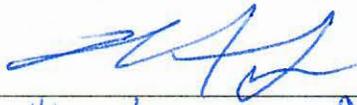
9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of \$ 57,250.00 as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to 1800 S Brand Bl #203, Glendale, CA 91204 or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY 

Matthew Livingston, ADC Sage TH/LLC
Name and Company

BY _____

Name and Company

CITY OF UPLAND, a municipal Corporation

BY _____
City Manager

BY _____
City Clerk

CALIFORNIA 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 Los Angeles)

On March 12, 2020 before me, Danielle Nicole Reams, Notary Public personally appeared Matthew Livingston 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 [Handwritten Signature]

(This area for notary stamp)

Title of Type of Document Subdivision Agreement Public Improvements

(Attached)



LABOR AND MATERIAL'S BOND
(Subdivision Improvements)

Bond No. : 4435263

Premium: Included in Performance Bond

WHEREAS, ADC Sage TH, LLC (herein designated as “principal”), and City of Upland (herein designated as “obligee”) have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated December 4, 2019 and identified as project Tract Map Number 20023 Public Improvements, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Upland to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Upland and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Hundred Fifteen Thousand & 00/100 dollars (\$115,000.00), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on December 26, 2019.

Principal

Address of Principal:

**1800 S Brand Blvd, Suite 203
Glendale, CA 91204**

ADC Sage TH, LLC

By: _____

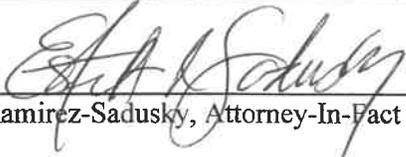
Surety

Address of Surety:

**3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
619-400-4100**

SureTec Insurance Company

By: _____


Ester Ramirez-Sadusky, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ester Ramirez-Sadusky, Hope Eaves Olsen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 23rd day of July, A.D. 2018.

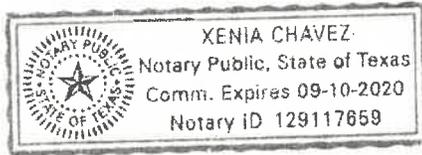


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 23rd day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of December, 2019, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles

On 12/26/2019 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Ester Ramirez-Sadusky

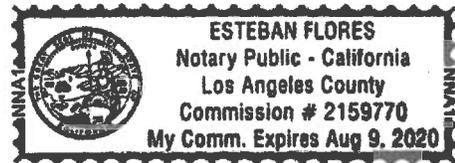
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

cf

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 4435263
(Title or description of attached document)

N/A
(Title or description of attached document continued)

Number of Pages three Document Date 12/26/2019

N/A
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

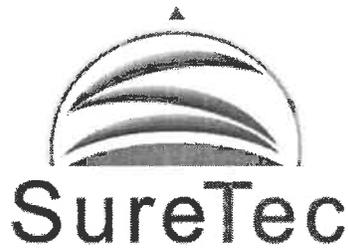
_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4435263
Premium: \$5,080.00

WHEREAS, ADC Sage TH, LLC (herein designated as “Principal”), and City of Upland (herein designated as “Obligee ”) have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated December 4, 2019 and identified as project Tract Map Number 20023 Public Improvements, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Two Hundred Twenty-Nine Thousand & 00/100 dollars (\$ 229,000.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on December 26, 2019.

Principal

Address of Principal:

**1800 S Brand Blvd, Suite 203
Glendale, CA 91204**

ADC Sage TH, LLC

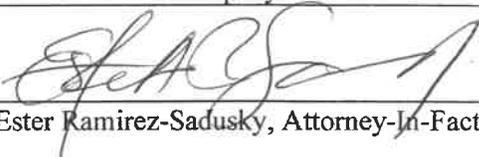
By: _____

Surety

Address of Surety:

**3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
619-400-4100**

SureTec Insurance Company

By: 

Ester Ramirez-Sadusky, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ester Ramirez-Sadusky, Hope Eaves Olsen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

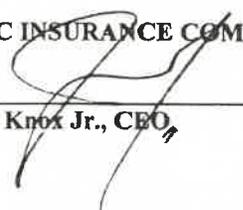
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 23rd day of July, A.D. 2018.

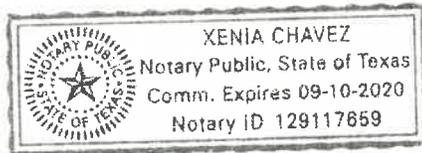
State of Texas ss:
County of Harris

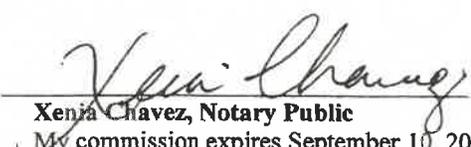


SURETEC INSURANCE COMPANY

By: 
John Knox Jr., CEO

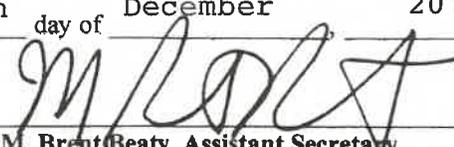
On this 23rd day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of December, 2019, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0300 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles

On 12/26/2019 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Ester Ramirez-Sadusky,

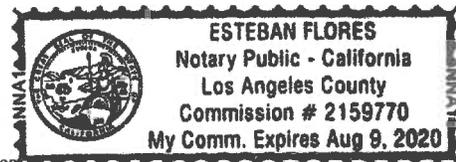
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 4435263

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 12/26/2019

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SUBDIVISION AGREEMENT

Tract Map Number 20023 PRIVATE IMPROVEMENTS

THIS AGREEMENT is entered into as of this 4th day of December 2019 by and between ADC Sage TH, LLC (hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

A. Recitals

- (i) The City approved a Tentative Tract Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Tract Number 20023 in the City of Upland, State of California; and
- (ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number 20023

B. Agreement

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Tract Map Number 20023 and Final Tract Number 20023, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.

2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Tract Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of \$ 1,093,000.00 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. _____;

(b) A bond in the amount of \$ 547,000.00 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. _____;

(c) A cash deposit in the amount of \$ 5,000.00 securing the setting of monuments.

9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of \$ 273,250 as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to 1800 S Brand Bl #203, Glendale, CA 91204 or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY 
Matthew Livingston, ADC Sage TH, LLC
Name and Company

BY _____

Name and Company

CITY OF UPLAND, a municipal Corporation

BY _____
City Manager

BY _____
City Clerk

CALIFORNIA 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)

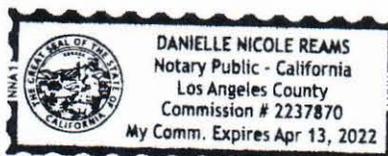
County of Los Angeles)

On March 12, 2020 before me, Danielle Nicole Reams, Notary Public personally appeared Matthew Livingston 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 



(This area for notary stamp)

Title of Type of Document Subdivision Agreement, Private Improvements

(Attached)



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4435262
Premium: \$19,395.00

WHEREAS, ADC Sage TH, LLC (herein designated as “Principal”), and City of Upland (herein designated as “Obligee”) have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated December 4, 2019 and identified as project Tract Map Number 20023 Private Improvements, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Million Ninety-Three Thousand & 00/100 dollars (\$ 1,093,000.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on December 26, 2019.

Principal

Address of Principal:

**1800 S Brand Blvd, Suite 203
Glendale, CA 91204**

ADC Sage TH, LLC

By: _____

Surety

Address of Surety:

**3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
619-400-4100**

SureTec Insurance Company

By: _____

Ester Ramirez-Sadusky
Ester Ramirez-Sadusky, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ester Ramirez-Sadusky, Hope Eaves Olsen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

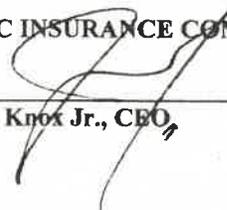
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 23rd day of July, A.D. 2018.

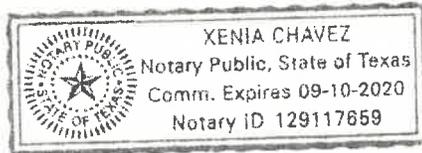
SURETEC INSURANCE COMPANY

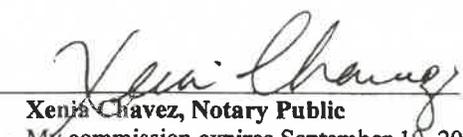
By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



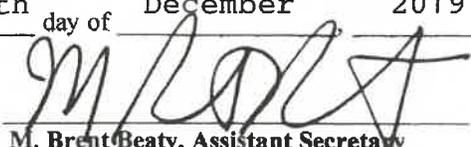
On this 23rd day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of December, 2019, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles

On 12/26/2019 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Ester Ramirez-Sadusky,

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.

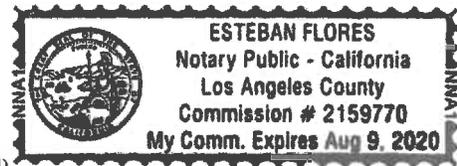
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 4435262

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 12/26/2019

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



STAFF REPORT

ITEM NO. 11.D.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: DARREN L. GOODMAN, POLICE CHIEF
MARCELO A. BLANCO, POLICE CAPTAIN
SUBJECT: CAL-ID SERVICE AGREEMENT FOR FINGERPRINT PROCESSING
AND IDENTIFICATION SERVICES

RECOMMENDED ACTION

It is recommended that the City Council approve a contract with the San Bernardino County Sheriff's Department to provide statewide fingerprint processing and identification services to the City; and authorize the City Manager to execute the contract.

GOAL STATEMENT

The proposed action supports the City's goal of providing safe, efficient and effective law enforcement for the residents of Upland by processing crime scene fingerprints, live scan, and DNA evidence.

BACKGROUND

In 1985, The California Department of Justice (DOJ), created a statewide fingerprint identification network known as CAL-ID. The DOJ divided the state into eight regions and each network utilized an Automated Fingerprint Identification System (AFIS) to provide fingerprint identification services to the law enforcement agencies in their jurisdiction. Each CAL-ID program is governed by a board of directors comprised of various representatives from within each county. The Upland Police Department has used Cal-Id since the inception of the program in 1985.

At that time, Riverside and San Bernardino counties did not meet the population requirements to form their own CAL-ID networks. They joined to form a Regional CAL-ID Network and together work hand in hand with 52 participating agencies serving over 4.2 million residents across 27,300 square miles. For more information, refer to the attached CAL-ID Overview and Services.

ISSUES/ANALYSIS

The CAL-ID telecommunications Network was established as a statewide system to transmit and access fingerprint data between local agencies and the California Department of Justice. San Bernardino CAL-ID was established soon after to utilize the state network and provide fingerprint services to San Bernardino County and its municipalities. Budgeting and oversight of San Bernardino CAL-ID is through the San Bernardino County Remote Access Network (RAN) Board. Composition of the RAN Board is determined by Penal Code Section 11112.4.

Member-agencies of CAL-ID (also known as the San Bernardino CAL-ID/Biometric Identification Network) not only receive fingerprint enrollment and searching services, they also receive additional identification services such as live scan, mobile ID, facial recognition, iris enrollment, and DNA.

Each year, member-agencies of San Bernardino CAL-ID/Biometric Identification Network are invoiced for their portion of the City Assessment Fees that help fund CAL-ID. City Assessment Fees are calculated on a per capita basis (\$1.18 per capita), and based upon population (78,481 residents) estimates published annually by the California Department of Finance.

Our agency will be billed after July 1, 2020 by the San Bernardino County Sheriff's Department's Bureau of Administration, who manages fiscal operations for San Bernardino CAL-ID. Failure to renew this contract will result in the San Bernardino County Sheriff's Department CAL-ID not processing key evidence in our everyday investigations.

FISCAL IMPACTS

The existing cost of the CAL-ID services contract is \$92,607.58. The cost of this service contract has been budgeted for in the Police Department's FY 20-21 budget.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

CAL-ID Contract

CAL-ID Overview and Services

CAL-ID Assessment Table

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

City of Upland
Rosemary Hoerning, City Manager
909-931-4102
July 1, 2020 to June 30, 2030

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, a region encompassing the areas of the Counties of Riverside and San Bernardino (county service area) has been formed for implementation and operation of Identification Systems; and

WHEREAS, the costs of the Regional System will be allocated to the users within the aforesaid Counties based upon an agreed percentage for the San Bernardino County area and for the Riverside County area; and

WHEREAS, there will be costs for implementation, operation, and maintenance of a local subsystem within San Bernardino County (hereinafter referred to as COUNTY); and

WHEREAS, in accordance with California Penal Code Section 1112.4, a local Remote Access Network (RAN) Board has been established for the area of San Bernardino County comprised of the following members: A member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the CAL-ID Member City having the largest number of sworn personnel, a Chief of Police selected by all other police chiefs within the County, a mayor selected by the City selection committee established pursuant to Government Code Section 50270 and a member-at-large chosen by the other members; and

WHEREAS, the County of San Bernardino and CITY desire to enter into an agreement for the implementation and operation of all Biometric Identification Systems and DNA Services for the benefits of the citizens of their jurisdictions;

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

I. SCOPE OF WORK

- A. CITY agrees to be users of the Identification Systems and DNA Services established for the county service areas. CITY's use of the system under this agreement shall be through the local subsystems for the San Bernardino County area.
- B. The Regional RAN Board shall approve procedures and policies for operation and use of the Regional Identification Systems. The local RAN Board shall approve such policies and procedures for the local subsystems for the San Bernardino County area. The Sheriff of the COUNTY shall be responsible for managing and operating the local subsystems within the COUNTY consistent with directions of the local RAN Board. All such procedures and policies shall be consistent with the technical requirements of the Regional Systems.
- C. The Sheriff's Department shall invoice, and the CITY agrees to pay, annual fees charged for participation in these Identification Systems based upon a per capita fee established by the RAN Board and multiplied by the most recent State of California Department of Finance Population Estimates.
- D. CITY shall pay to the Sheriff's Department of COUNTY within thirty (30) days of entering into this agreement its fees assessed under this agreement. CITY shall pay its annual fee by August 1st or fifteen (15) days after approval of CITY's budget, whichever is later. Payments under this agreement shall be placed in an interest bearing trust account and the interest earned on such funds shall be applied for expenses of the Identification Systems. Any revenue generated in excess of expenses will be retained to fund equipment replacement, upgrade and expansion, and personnel costs.
- E. Any amendments to this agreement shall be in writing and approved by the parties before becoming effective.

II. TERM AND TERMINATION

- A. The term of this agreement shall commence upon execution by both parties and shall continue through June 30, 2030. Either party may terminate this agreement by giving notice of termination to the other party on or before July 1 of any year to terminate this agreement as of the subsequent July 1. Any nonmember party that would like to utilize the Identification System must notify and be approved by the local RAN Board before July 1 of any year to enter this agreement as of the subsequent July 1.

III. NOTICES

- A. All notices required to be given under this agreement shall be delivered to the other parties by registered or certified mail, postage prepaid to the City Clerk or San Bernardino County Sheriff as applicable. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Upland
Rosemary Hoerning, City Manager
460 N. Euclid Ave.
Upland, CA 91786

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
655 E. Third Street
San Bernardino, CA 92415-0061

IV. GENERAL TERMS AND CONDITIONS

- A. Following approval of the budget for the local subsystems for the San Bernardino County area, COUNTY's Sheriff shall fiscally manage the funds and expenditures of the Identification Systems and establish a separately identifiable account for fees assessed pursuant to the terms of this agreement.
- B. Any user of the systems which is allowed to enter into program participation may be required to pay its fair share of the start-up, implementation, and equipment costs prior to participation in the Systems. Any such new users may be subject to additional assessments as recommended by the local RAN Board.
- C. Each user of the Identification Systems within the San Bernardino County area shall be required to be a party to an agreement with the COUNTY setting forth obligations and responsibilities of users so that all such users are treated consistently and fees are charged to all users based on their percentage of the population of all users within the San Bernardino County area of the Regional Systems.
- D. Any disputes over charges under this agreement will be resolved by the local RAN Board for the San Bernardino County area consistent with the terms of this agreement.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION.** CITY agrees to indemnify and hold harmless SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of CITY in connection with this agreement.

The SAN BERNARDINO COUNTY agrees to indemnify and hold harmless CITY, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers in connection with this agreement.

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

- B. **INSURANCE.** Both CITY and COUNTY are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CITY and COUNTY warrant that through their program of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CITY and COUNTY's performance pursuant to this agreement.

VI. FULL UNDERSTANDING

- A. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this contract supersedes Contract Number 90-1318 and all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, 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 County of San Bernardino

By _____
Deputy

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

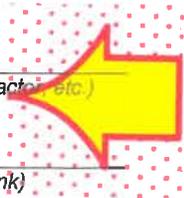
By ► _____
(Authorized signature - sign in blue ink)

Name _____ Rosemary Hoerning
(Print or type name of person signing contract)

Title _____ City Manager
(Print or Type)

Dated: _____

Address _____ 460 N. Euclid Ave.
Upland, CA 91786



FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Richard D. Luczak, Deputy County Counsel
Date 3/3/2020

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
John Ades, Captain
Date 3/3/2020



February 27, 2020

CAL-ID Member Agency:

I wanted to provide you with a brief overview of CAL-ID. We are committed to providing the finest and most efficient fingerprint and DNA identifications possible.

CAL-ID History

In 1985, The California Department of Justice (DOJ), created a statewide fingerprint identification network known as CAL-ID. They divided the state into eight regions and each network utilized an Automated Fingerprint Identification System (AFIS) to provide fingerprint identification services to the law enforcement agencies in their jurisdiction. Each CAL-ID program is governed by a board of directors comprised of various figureheads from within each county.

At that time, Riverside and San Bernardino counties did not meet the population requirements by themselves to form their own CAL-ID networks. We joined to form a Regional CAL-ID Network and together work hand in hand with 52 participating agencies serving over 4,255,000 citizens across 27,300 square miles.

CAL-ID Funding Sources

CAL-ID is not part of the Sheriff budget and does not receive any money from the General fund. CAL-ID is funded by the four revenue sources described below. The funds are Governed by the Remote Access Network Board (RAN) and audited every two years.

San Bernardino CAL-ID member-agency assessment fee:

- \$1.18 per capita based on population figures from the California Department of Finance.
- Money is used to pay for expenses at CAL-ID and the CAL-DNA unit. This money is only spent on Personnel and equipment.
- Estimated \$2.5 million per year.

Automated Fingerprint Identification Fund (SB 1148):

- SB 1148 allows local counties to collect \$0.50 for every \$10.00 assessed to criminals in the form of penalty assessments. The courts collect the penalty assessments upon conviction.
- Estimated \$40,000 per year.



Senate Bill 720 (DMV Registration fees):

- Allows local counties to collect a vehicle registration assessment fee to support CAL-ID programs (\$1 per vehicle or \$2 for commercial vehicles).
 - Funds can only be used for fixed or mobile fingerprint equipment or personnel.
- Now estimated at \$3.5 million per year.

Live Scan Fees:

San Bernardino CAL-ID receives \$2.00 for every applicant that is processed via CAL-ID from member agencies (\$4.00 for non-member agencies).
 Funds are used to help pay for expenses at CAL-ID.
 Estimated \$60,000 per year.

Cost to operate CAL-ID

Salaries and Benefits:

1	AUTOMATED SYSTEMS ANALYST	\$ 120,298.00
14	FINGERPRINT EXAMINER II	\$ 1,962,038.00
8	LATENT FINGERPRINT EXAMINER	\$ 843,017.00
3	OFFICE SPECIALIST	\$ 233,823.00
1	SECRETARY I	\$ 66,612.00
2	SUPERVISING FINGERPRINT EXAMINER	\$ 318,908.00
1	SYSTEMS SUPPORT ANALYST II	\$ 164,756.00
1	SHERIFF'S LIEUTENANT	\$ 275,538.00
9	CRIMINALIST II	\$ 1,445,373.00
1	CRIMINALIST III	\$ 160,400.00
1	OFFICE ASSISTANT IV	\$ 68,105.00
	TOTAL	\$ 5,658,868.00

Service and Supplies:

CAL-ID	\$ 620,480.00
CAL-ID DNA	\$ 17,055.98
Training and Travel	\$ 40,787.79
Rent	\$ 210,154.94
Fixed assets	\$ 50,000.00
TOTAL	\$ 1,238,478.71

CAL-ID also has one-time expenditures every 5-7 years to replace all the live scan machines throughout the county at a cost of \$2million dollars and the Automated Fingerprint Identification System at a cost of 4-5 Million dollars.



Services offered by CAL-ID

Ten-Print

The Ten-Print Unit is responsible for doing fingerprint comparisons on every subject in custody and when positive identification is needed. They process all fingerprint cards that are sent through the AFIS, which include bookings, citations, registrants and applicants. They don't just confirm the identities on those subjects; they also manually confirm that all charges associated with a booking are accurate and will reflect accurately on the subject's criminal history. Once a subject's fingerprints are run through AFIS, this generates several returns from DOJ, the FBI and the Department of Homeland Security. The staff goes through each of these returns to manually update the subject's records in the Sheriff's Central Name Index with any updated or additional AKA's, driver's license numbers, CII/FBI numbers, etc.

The Ten-Print Unit also provides services to all local police departments, the Coroner's Division, the Probation Department, Homeland Security and the District Attorney's Office when these entities are attempting to identify, or confirm the identity, of a subject.

In addition to the above workload, the Ten-Print Unit spends approximately 8 hours per week manually processing AB 109 commitments. Once the responsibility of the state prisons receiving these inmates, the processing of these commitments now falls upon the counties housing them. These subjects must be re-fingerprinted at the jail and processed by CAL-ID staff to ensure their criminal histories are appropriately updated.

The Ten-Print unit continues to work closely with the Coroner's Division to identify all decedents in the county. An added benefit to working coroner cases is when decedents on probation or assigned to work-release have been updated in CNI as Deceased, thus preventing the issuance of warrants for violation of terms and alleviating supplemental work for Records, Work Release, Probation and the Courts.

Staff from Ten-Prints frequently testify in court, verifying previous convictions for three-strikes cases. They are commended regularly by deputy D.A.'s for their knowledge, professionalism and the overall quality of their testimony

Latent Print Operations

The Latent Print Unit is responsible for the identification of latent prints developed at crime scenes throughout the county. Our staff examined over 7,355 latent lifts and photos of latents in 2019. They generated over 2,300 reports during the year and provided expert court testimony regarding their findings.

When known suspect information is provided, our examiners retrieve the prints on file for the subject and conduct manual comparisons. When the result is negative, or no known suspect information is available, they will conduct a search of our local Automated Fingerprint Identification System (AFIS). We have a shared database with Riverside County with a current count of just over 1.69 million records. We also have



direct access to CAL-DOJ's AFIS, Las Vegas Metro PD, the Western Identification Network (9 western states) and the FBI's Next Generation Identification (NGI) system.

Using very advanced algorithms, these systems search a latent print against a database of known fingerprints and provide examiners a list of possible candidates. The average search time for our local AFIS is minutes and usually less than one hour for the other systems. Once a list of candidates is returned, the latent print examiner can then do a side by side comparison to see if any prints in the candidate list are a match to the latent. Should a comparison result in identification, a second examiner will be assigned to review the case, conducting an independent comparison of the prints as well as a review of the case notes. Only after two independent examiners have reached the same conclusion is the result reported to the submitting agency.

Identity Verification

Identity Verification (IDV) is primarily used to identify arrestees entering a custody facility prior to being booked, and for verifying an inmate's identity prior to release. This eliminates booking errors and identification errors after booking, and ensures the correct inmate is being released. The benefit of IDV is that each intake transaction hits the same three databases (local AFIS, Cal-DOJ's AFIS & RISC) as mobile identification. The system mirrors the Mobile Identification platform, which streamlines user training.

The integration of IDV with the Jail Information Management System (JIMS) to pre-populate demographics from an arrestee's fingerprint has been placed on hold while other issues with mobile ID server performance are resolved.

A new type of fingerprint scanner was tested over the past year, with promising results. The new scanners work much better in bright light, capture a better-quality fingerprint image, and are reasonably priced. Both counties will be exploring the purchasing of these devices as replacements to our current devices.

Facial Recognition

The use of our Facial Recognition system continues to grow quickly. All images from both Riverside and San Bernardino are combined and regularly updated for the Facial Recognition database. CAL-ID also continues to network with both Los Angeles and San Diego Counties to access and search their booking photos, which allows for a much broader and comprehensive database to search against. The pose correction licenses installed at our Sheriff's crime analyst bureau and CAL-ID and are functioning properly. This past year we upgraded our facial Recognition software with Rank One's DaVinci. It has shown to be a great improvement to the overall positive returns on facial searches. CAL-ID staff continues to push forward on standardizing the facial recognition returns and training for our staff in order to stay ahead of potential future legal hurdles. This biometric is being used more and more and is so successful, that there are standardized workflow and identification techniques currently being developed by the FBI.



Mobile Iris Pilot Project

Riverside and San Bernardino counties continue their participation with the FBI's iris pilot program to create a criminal repository of iris images. San Bernardino County successfully passed irises to the FBI and went "live," forwarding all fingerprints, palm prints, photographs and irises of persons booked into custody to the FBI on October 10, 2014. As of December 2018, both counties enrolled approximately 59,000 arrestees into the FBI's NGI system so far this year and have enrolled over 517,321 arrestees in total since iris collection first began.

DNA

The Regional CAL-DNA project funds 11 of 20 total positions at the DNA Lab, located at the San Bernardino County Sheriff's Department's Crime Lab. Those 11 positions consist of one Criminalist III (DNA Administrative Lead position), nine Criminalist II DNA analyst positions and an Office Assistant IV.

AB 41 was enacted January 1, 2018, which required law enforcement agencies to enter information regarding submitted sex kits into a state database (SAFE-T), designed to collect and report statistics on the number of sexual assault kits collected and analyzed in California.

DNA cases completed Fiscal Year 18/19

Total: 689

Scientific Investigations Proficiency Tests: 19

San Bernardino Sheriff's Dept: 408

San Bernardino PD's and other SB Agencies: 199

Riverside Agencies: 63

In fiscal year 18/19 we entered 494 DNA profiles into the Combined DNA Index System (CODIS) and obtained 481 cold hit notifications.

At the end of fiscal year 18/19, our DNA backlog was 450. The backlog is 79% property crimes, 12% major crimes and 9% sexual offenses.

Fiscal Year 18/19 Requests for DNA analysis

Total: 976

San Bernardino Sheriff's Dept: 579

San Bernardino PD's and other SB Agencies: 339

Riverside Agencies: 58

Sincerely

Scott Landen, Lieutenant



**SAN BERNARDINO COUNTY CAL-ID
ASSESSMENT FEE TABLE
FY 2020-2021**

City Name	Total Population ¹		Percent Change	19/20 Assessment Fee (at \$1.18 per capita ²)	20/21 Assessment Fee (at \$1.18 per capita ³)
	1/1/2018	1/1/2019			
Adelanto	35,293	35,136	-0.1	\$41,645.74	\$41,460.48
Apple Valley	73,984	73,464	0.8	\$87,301.12	\$86,687.52
Barstow	24,411	24,150	0.3	\$28,804.98	\$28,497.00
Big Bear Lake	5,512	5,461	0.6	\$6,504.16	\$6,443.98
Chino	86,757	89,829	2.6	\$102,373.26	\$105,998.22
Chino Hills	83,159	84,364	1.2	\$98,127.62	\$99,549.52
Colton	53,724	54,391	0.6	\$63,394.32	\$64,181.38
Fontana	212,000	212,078	1.3	\$250,160.00	\$250,252.04
Grand Terrace	12,524	12,654	0.7	\$14,778.32	\$14,931.72
Hesperia	94,829	96,362	1.3	\$111,898.22	\$113,707.16
Highland	54,761	55,778	0.8	\$64,617.98	\$65,818.04
Loma Linda	23,946	24,335	1.4	\$28,256.28	\$28,715.30
Montclair	39,326	39,563	0.9	\$46,404.68	\$46,684.34
Needles	5,177	5,085	0.4	\$6,108.86	\$6,000.30
Ontario	177,589	178,268	2.3	\$209,555.02	\$210,356.24
Rancho Cucamonga	176,671	179,412	0.4	\$208,471.78	\$211,706.16
Redlands	71,196	71,839	0.6	\$84,011.28	\$84,770.02
Rialto	107,041	107,271	0.6	\$126,308.38	\$126,579.78
San Bernardino	221,130	219,233	0.1	\$260,933.40	\$258,694.94
Twentynine Palms	27,046	28,958	6.3	\$31,914.28	\$34,170.44
Upland	77,017	78,481	0.6	\$90,880.06	\$92,607.58
Victorville	123,701	126,543	0.6	\$145,967.18	\$149,320.74
Yucaipa	54,651	54,844	1.0	\$64,488.18	\$64,715.92
Yucca Valley	21,834	22,050	0.7	\$25,764.12	\$26,019.00
Balance of County	311,659	312,654	0.5	\$367,757.62	\$368,931.72
TOTALS:	2,160,256	2,192,203	1.0	\$2,566,426.84	\$2,586,799.54

¹ - Population statistics received from the California Department of Finance, E-1 Population Estimates for Cities, Counties, and the State — January 1, 2018 and 2019, dated May 1, 2019

² - Based on Population statistics from previous year's E-1 Estimates, dated May 2, 2018

³ - Based on current population as indicated



STAFF REPORT

ITEM NO. 11.E.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: ROSEMARY HOERNING, CITY MANAGER
SUBJECT: PROXY FOR SAN ANTONIO WATER COMPANY

RECOMMENDED ACTION

It is recommended that the City Council appoint Councilmember Rudy Zuniga as proxy to vote all shares at the annual stockholder's meeting of the San Antonio Water Company.

GOAL STATEMENT

The proposed action supports the City's strategic efforts to maintain reasonable water rates by developing a long-term systematic strategy to develop facilities in need of improvement, and by implementing management and financial controls.

BACKGROUND

The City of Upland owns controlling interest (approximately 68% of all outstanding shares) in San Antonio Water Company (SAW Co.), a private mutual water company. The Mayor has selected Councilmember Rudy Zuniga to carry the proxy for the Annual SAW Co. Board meeting. Councilmember Rudy Zuniga serves on the SAW Co. Board.

ISSUES/ANALYSIS

SAWCo will hold its annual meeting on April 7, 2020, to conduct annual business of the company.

As the majority shareholder, the City must authorize a person to carry the City's proxy and to vote the City's shares at the annual meeting. Councilmember Rudy Zuniga was recommended and serves on the San Antonio Water Company Board. He will present the City's proxy and vote the City's shares at the annual meeting.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Proxy

SAN ANTONIO WATER COMPANY
Annual Meeting of the Shareholders
OFFICIAL PROXY AUTHORIZATION
(2020)

INSTRUCTIONS TO PROXY HOLDER(S)

Shareholders: Complete this form as noted below if you desire to instruct your chosen proxy holder, regarding the voting of your shares with respect to the election of members of the Board of Directors from the list of nominees set forth below.

Any shareholder completing this proxy, failing to indicate in writing how the shares are to be voted on candidates or proposals before the meeting, will be deemed to have given the proxy holder(s) complete discretion in voting his, her, or its shares on any matter voted on at the meeting. If instructions are provided, your shares shall be voted in accordance with your instructions. Please return your proxy to: San Antonio Water Company, 139 N. Euclid Ave., Upland, CA 91786

ELECTION OF DIRECTORS – No election this year. Current terms are as follows:

Directors serving a 4-year term (2019-2023)

Director Will Elliott
Director Martha Goss
Director Rudy Zuniga

Directors serving a 4-year term (2017-2021)

Director Tom Thomas
Director Bob Cable
Director Jose R. Sanchez
Director Gino L. Filippi

The undersigned appoints Rudy Zuniga as the proxy of the undersigned, with full power of substitution, to attend and vote all shares of the undersigned in the Corporation at the Annual Meeting to be held on Tuesday, April 7, 2020, and all adjournments thereof according to the number of votes the undersigned would be entitled to cast if personally present, for or against any proposal, including the election of members of the Board of Directors, and any and all other business that may come before the meeting, except as otherwise indicated in the written instructions hereon.

Please sign exactly as your name(s) appear(s) on your stock certificate. Joint owners should sign personally. If signed by attorney-in-fact, power of attorney must also be attached.

Dated 3/23/20

Signature(s)

460 N. Euclid Ave.
Address

Signature(s)

Upland, CA,
City/State

Debbie Stone
Name(s) Typed or Printed



STAFF REPORT

ITEM NO. 11.F.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: CONSIDERATION OF A CONTRACT BY AND BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITY OF UPLAND TO ACCEPT FUNDING FOR DESIRED 2020 CENSUS OUTREACH ACTIVITIES

RECOMMENDED ACTION

It is recommended that the City Council approve a contract with the County of San Bernardino to provide the City of Upland an allocation of \$32,079 to fund desired 2020 Census outreach activities; and authorize the City Manager to execute the agreement.

GOAL STATEMENT

The proposed action supports the City's goal for responsive leadership by supporting the efforts of the State of California and the County of San Bernardino in conducting the desired outreach activities to ensure that the "hard to count" areas in the City of Upland participate in the 2020 Census.

BACKGROUND

Approximately seventy-five percent (75%) of Californians are considered "hard-to-count", which means they have been historically undercounted in the Census, including minorities, young children, and renters. A complete and accurate count is essential as Census data is used to distribute billions of dollars of federal funding to local governments. In California, more than seventy (70) federal programs that benefit residents use the Census data and population counts as part of their funding formulas, including the Community Development Block Grant Program, funding for roads, school programs, children's health insurance, Head Start and foster care.

Large portions of San Bernardino County have historically been hard-to-count or are anticipated to be less likely to respond to the 2020 Census questionnaire. In order to ensure a thorough count of all residents, the County is offering funding opportunities to cities to help inform the general public of the importance of completing the 2020 Census questionnaire. Critical to this goal is identifying outreach gaps and filling them accordingly. The County's vision is to ensure that hard-to-count communities and populations in San Bernardino County are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible.

ISSUES/ANALYSIS

The City of Upland is eligible to receive, from the County of San Bernardino, an allocation in the amount of \$32,079 to fund desired public outreach activities from March to September 30, 2020 (Contract Term). An initial start-up payment of sixty percent (60%) of the total contract amount (\$19,247.00) will be paid once the agreement is finalized and a complete invoice is received and approved by the County. Thereafter, four (4) installments of ten percent (10%), or \$3,208.00, of the remaining contract amount will be paid upon receipt and approval of monthly reports filed by the City. The allocation amount was based on the percentage of the hard-to-count population in each city and town as identified by the State. A participating city must:

1. Develop an Outreach Plan focused on identified geographic areas and demographic populations least likely to respond;
2. Collaborate with the County and its partners to avoid duplication;
3. Identify outreach gaps and fill them accordingly;
4. Utilize a State-approved Asset Mapping Tool (SwORD) to identify the hard-to-count population;
5. Update outreach activities in the State-approved Asset Mapping Tool;
6. Use a grassroots approach that is community-based and led;
7. File monthly reports (Attachment A to contract) with the County that outlines completion of project benchmarks.
8. Meet various general responsibilities as outlined in Section V of the contract; and,
9. Organize and set up either a Questionnaire Action Center (QAC) or Questionnaire Assistance Kiosk (QAK) at an accessible location where the public can get information about the Census in their native language.

Presently, staff formed a small Complete Counts Committee in January, which includes the local representative of the US Census Bureau assigned to Upland. The Complete Counts Committee has discussed a number of outreach activities and a possible location for a Question Action Center. These and other public outreach activities will be incorporated into the required Outreach Plan which is to be submitted within thirty (30) days of contract execution.

FISCAL IMPACTS

Budgeted revenues will be increased by the grant amount of \$32,079 and appropriations for the same amount as costs associated with this action includes staff time in developing and implementing an Outreach Plan (as required in this Agreement) with the City's Complete Counts Committee.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Exhibit A - Contract



Contract Number

SAP Number

San Bernardino County Administrative Office

Department Contract Representative	Danette Tealer
Telephone Number	909.387.5420
Contractor	City of Upland
Contractor Representative	Robert D. Dalquest
Telephone Number	(909) 931-4148
Contract Term	March 24, 2020 through September 30, 2020
Original Contract Amount	\$32,079.00
Amendment Amount	N/A
Total Contract Amount	\$32,079.00
Cost Center	1100001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as "County," desires census outreach activities; and

WHEREAS, County has been allocated funds by California Complete Count Census 2020 to provide such services; and

WHEREAS, County finds City of Upland, hereafter referred to as "Contractor," qualified to provide census outreach activities; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENTS

ATTACHMENT A – MONTHLY REPORT

I. DEFINITIONS

- A. California Complete Count Committee (CCC) – The committee is an advisory panel that helps to develop, recommend, and assist in the administration of a Census outreach strategy to encourage full participation in the 2020 Census.
- B. Census Bureau – An agency within the U.S. Department of Commerce and the preeminent statistical collection and dissemination agency in the United States. The Census Bureau conducts approximately 200 different annual surveys in addition to the decennial census of the U.S. population and publishes a wide variety of statistical data about people, housing, and the economy of the nation.
- C. Census Champion – A trusted messenger who is recommended by a local community organization, institution, or agency involved in census outreach. Selected volunteers are required to complete Census 2020 training and participate in meetings or webinars to be equipped to disseminate accurate and up-to-date information to community members, collect pledge cards, aid peers in filling out the census form, and serve as Census spokespersons.
- D. Get Out The Count (GOTC) – Collaborative organizing campaign featuring the nonprofit and public sectors, community based organizations and other partners to educate communities about the importance of and to maximize participation in Census 2020.
- E. Hard To Count (HTC) – Groups or populations who historically have not responded well to the decennial census questionnaire, or are expected to be undercounted, hard to locate/reach or persuade for purposes of Census 2020 completion. HTC populations include, but are not limited to:
- Racial/Ethnic minorities,
 - Immigrants and Refugees,
 - People with disabilities,
 - Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQIA+),
 - Seniors/Older Adults,
 - Children Ages 0 – 5,
 - Veterans,
 - Areas with low broadband subscription rates and limited or no internet access,
 - Households with low income or limited English proficiency,
 - Farm-workers and rural residents,
 - Renters, and
 - Those who are homeless or have unstable/nontraditional housing.
- F. Household (HH) – A person or group of people who occupy a housing unit as their usual place of residence. The number of households equals the number of occupied housing units in a census.
- G. Inland Empire Complete Count Committee (IECCC) – The IECCC seeks to coordinate efforts and link services to streamline the work of various stakeholders and meet the County's 2020 Census goals. Stakeholders encompass the public, non-profit and for-profit sectors from both San Bernardino and Riverside counties, include organizations that represent each state's identified HTC communities, and are considered trusted messengers. The goal of the IECCC is to increase the HTC population response rate in the Inland Empire via information sharing, education outreach, and coordination of work to avoid duplication.
- H. Limited English Proficiency (LEP) – Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be considered limited English proficient. These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter. Executive Order 13166 states that people who are LEP should have meaningful access to federally conducted and federally funded programs and activities.
- I. Outreach Plan – The Contractors' plan describing how and when outreach activities will be provided for the 2020 Census.

- J. Pledge Card – Written commitments collected by trusted messengers in their communities which allow residents to opt into future communications through mail, phone, texts, or email. All residents who have opted into future communications will receive two (2) contacts, one before self-reporting begins and one during the months of March and April 2020 while census is live. Pledge card drives will begin in July 2019 with a concentrated push and continue until February, 2020.
- K. Privacy Act – The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, each respondent must know under which law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering.
- L. Questionnaire Assistance Center (QAC) – Staffed location where local residents can get support for census questionnaire completion in multiple languages. QACs can be established at a public venue such as a library, school or post office, and house staff who can provide support to local residents for census questionnaire completion in multiple languages. The QACs must be targeted in the HTC communities, deliver trustworthy information, be culturally and linguistically competent, provide questionnaire assistance and options for self-respondents, and address barriers to promote complete self-response.
- M. Self-Response – When a household completes and returns the census questionnaire in a timely manner via internet, mail, or phone, directly to the Census Bureau without requiring a census worker to visit in person to obtain a response. Self-response will be available online from March 12, 2020 through April 30, 2020.
- N. Statewide Outreach and Rapid Deployment (SwORD) – An interactive mapping portal to foster data sharing, coordination and collaboration to help identify language gaps and redundancies. SwORD will be utilized to identify and locate hard-to-count populations and the languages that need to be covered in the region and enable partners to upload data and information to identify where outreach occurred. Partners will be able to see where gaps in services exist locally and regionally, as well as resources such as libraries, community centers, and businesses.
- O. Title 13 (US Code) – The collection of laws under which the Census Bureau operates. This law guarantees the confidentiality of census information and establishes penalties for disclosing this information. It also provides the authorization for conducting census in Puerto Rico and the Island Areas.
- P. Trusted Messengers – An individual who is well-integrated in his or her community and has a history of volunteering there. These individuals communicate clearly and persuasively within their institutions and circles of influence, and are able to bring others on board to commit to completion of Census 2020 goals.

II. PURPOSE

Large portions of the County of San Bernardino have historically been hard to count or are anticipated to be less likely to respond due to the current political climate. In order to ensure a thorough count of all residents in Census 2020, the County strives to work with trusted community partners to educate, motivate, and activate residents in participating in the census. The County will collaborate with cities and local community-based organizations to inform the general public of the importance of completing the census questionnaire. Critical to this goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor's Executive Order B-49-18. The County's vision is to ensure that HTC communities and populations in the County are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

III. BACKGROUND

The U.S. Constitution requires the federal government to count all people residing in the United States through a national census every ten (10) years, to ensure equal representation and fair allocation of government resources. The next National Census Day is April 1, 2020. The results of the census serve to assist in important community decisions like where to build homes, parks, schools, and roads and

where to offer health, childcare, and transportation services. Businesses also rely on census data to determine where to open facilities, what products to develop, and how to market their services.

California has historically been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The County of San Bernardino is home to many of these hard to count groups. Approximately 34% (or 717,591 people) of census tracts in the County are likely to be very hard to count, according to Census Bureau estimates that draw on demographic characteristics and historical trends.

- 20.9% of residents are foreign born
- 41.1% speak a language other than English at home
- 7.3% of children are under 5 years old
- 7.6% of persons have a disability
- 14.5% of residents are at or below the federal poverty rate

The County will not only face challenges from HTC populations that are least likely to respond to the census but also from a growing distrust in government, including the following challenges: the concern over whether a citizenship question may be reinstated might discourage immigrants who are facing an uncertain climate; an online survey that has security challenges and poses barriers for vulnerable communities and populations without digital access and computer literacy; and concerns about what the census data will be used for and whether it will remain confidential.

Undercounting the population could have significant and negative impacts not only for San Bernardino County, but the State of California in terms of federal funding for critical community programs, representation at all levels of government, and data used for decision-making across sectors. If segments of the County are not counted in 2020, their voices may not be fully considered when making important budget, program and policy decisions.

In July 2018, the County began collaborating with Riverside County, University of California (UCR), the non-profit sector, and other stakeholders to begin 2020 Census activities and create a strong, community based Complete Count Committee. Self-response will be available online from March 12, 2020 through April 30, 2020. Beginning in May, the Census Bureau will begin sending enumerators out door-to-door to count people who did not self-respond.

IV. CONTRACTOR SERVICE RESPONSIBILITIES

- A. All activities provided by the Contractor will require, but may not be limited to:
1. Updating SwORD in a timely manner to identify activities completed in HTC areas such as:
 - a. Name of event,
 - b. Type of event (e.g., QACs, meeting, public event, hiring event, etc.),
 - c. Type of activity (e.g., email or text contact, distribution of pledge cards, etc.),
 - d. Local Media outreach (e.g., ethnic radio/television spots, culturally and linguistically appropriate flyers, local ethnic newspapers/flyers, etc.), and
 - e. Result of event;
 2. Collaborating with County partners and organizations who have conducted pledge card drives to direct residents to QAC locations;
 3. Being culturally and linguistically competent and responsive to a rapidly changing climate;
 4. Providing outreach activities that are not duplicated;
 5. Identifying demographic and geographic service gaps; and
 6. Using a grassroots approach that is community-based and led.
- B. Contractor must complete background checks on all employees.
- C. Monitoring methods may include, but are not limited to:
1. Review of reports drawn from SwORD and other reporting databases; and
 2. Review of monthly reports (Attachment A) from Contractor.

D. An Outreach Plan must be submitted to the County within thirty (30) days of contract execution. The County Census Representative will review and approve the submitted Outreach Plan prior to initiation of outreach activities. Other outreach activities as described in Contractor's Outreach Plan may be approved by the County Census Representative.

E. Contractor shall adhere to the requirements outlined by the State within the QAC/QAK Guide for Contracted Outreach Partners, which shall be provided to Contractor by the County Census Representative following execution of the Contract.

F. **QUESTIONNAIRE ACTION CENTERS (QACs)**

Contractors will manage, staff, organize and set up QACs at a variety of accessible locations, providing necessary technology and infrastructure that meets IT and security requirements as outlined by the County.

1. QACs will provide access and support to residents in completing the Census 2020 questionnaire. This will include:

- a. Information on census process, timeline, and other details.
- b. Language access through in-person interpretation, phone assistance, and glossaries/guides. Individuals requesting assistance in completing forms should be directed to the response option that best suits their needs (e.g., online, mail/paper, or phone, if language or vision assistance is needed for instance).
- c. Location access in areas that are convenient for residents and are reachable by public transportation.
- d. Contractors may, subject to the Census Bureau's permission and brand guidelines, co-brand materials using the 2020 Census official tagline and logo on certain outreach materials to promote the 2020 Census. Use of the Census Bureau's 2020 Census logo to imply that the Contractor in any way represents the Census Bureau is unauthorized.
- e. Assistance and clarification in accessing and completing questionnaire in residents' preferred modality (e.g., paper, online, or phone). Unless they are sworn employees of the U.S. Census Bureau, contractor staff must not:
 - i. Imply affiliation with, representation of, or employment by the U.S. Census Bureau; or
 - ii. Enter or watch the individual enter responses for them or collect responses to later enter into the Census Bureau's 2020 response site. If assistance is still requested with online response, staff must inform the individual that he or she is not a sworn Census Bureau employee and therefore answers are not protected by law until received by the Census Bureau.
- f. Digital access in the form of dedicated device(s) securely connected to the internet. Devices must:
 - i. Be made available at an event or other public location such as, but not limited to, a community center, place of worship, library, or senior center;
 - ii. Have the latest software updates installed, including one of the most recent versions of the following Internet browsers: Internet Explorer, Edge, Chrome, Safari, Firefox, and Samsung Native browser;
 - iii. If using wireless connection (WiFi), the WiFi network must be password-protected;
 - iv. Not use any kind of creative interface for the 2020 Census response Web site. Instead, devices should link directly to 2020census.gov; and
 - v. Follow best practices, located on the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency's Website, to secure devices and networks.

2. QACs will launch prior to April 1, 2020, National Census Day, and are to be staffed at the following weekly quotas, unless otherwise approved by the County:

- a. March 2020: 20 to 30 hours per week

- b. April 2020: 20 to 30 hours per week
- 3. Exact technological resources, services, and staffing plan should be proposed by applicants based on ability and needs of local residents.
- 4. Contractor shall:
 - a. Participate in County-sponsored training;
 - b. Use HTC and language proficiency data to target populations;
 - c. Provide accessible and culturally competent materials to publicize QAC locations, and implement additional strategies to ensure services are utilized; and
 - d. Provide monthly reports (Attachment A) with detailed metrics on the number and characteristics of residents who accessed support as well as the types of support provided, including, but not limited to:
 - i. Number of QAC locations implemented;
 - ii. Number of residents receiving hands-on, in-person support to complete Census forms online or via paper copy;
 - iii. Number of Full Time Employees supporting number of hours of operation per week in March and April during the self-response period;
 - iv. Outreach plan publicizing QAC locations and services, including use of local media, social media, and Trusted Messengers/Census Champions; and
 - v. Noted issues, limitations or obstacles should be shared within one (1) business day.

G. PLEDGE CARDS

Contractors will collect resident contact information via Pledge Cards using existing experience delivering public education and services where residents gather (e.g., schools, churches, or house visits). Contractor shall:

- 1. Use approved messaging and materials, including CensusIE pledge card.
- 2. Identify and train at least one (1) Census Champion for every 250 pledge cards collected. Census Champions must:
 - a. Be active in their communities and recommended by a local community organization, institution, or agency involved in census outreach;
 - b. Successfully complete an application and other possible requirements as indicated by the County and its partners (TCF);
 - c. Complete Census 2020 training as approved by the County and its partners (TCF);
 - d. Participate in monthly webinars/meetings to ensure that information provided to communities remains accurate and up-to-date; and
 - e. Return to outreach locations to provide census updates and additional resources.
- 3. Collect unduplicated CensusIE Pledge Cards, which must include a name and an opt-in to future communication, and could include an address, email, and/or telephone number.
- 4. Ensure residents who have opted into future communications via pledge cards receive a follow-up mail, text, or email reminder in March 2020 to maintain communication and a Get Out the Count (GOTC) via the preferred communication method during the months of March and April.

V. CONTRACTOR GENERAL RESPONSIBILITIES

- A. 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 County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section IX of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Chief Executive Officer (CEO) of the County, this Contract is not assignable by Contractor either in whole or in part.
- D. 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, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino 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 (5) 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 member's staff, Chief Executive Officer of the County 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.
- F. If during the course of the administration of this Contract, the County determines that the 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.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the CEO of the County. The County may withhold such consent in its sole discretion.

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 Paragraph Z of this

Section V. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V of this Section V.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.

- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within five (5) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. 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. For such repairs, the Contractor shall repay all reasonable costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall notify the County of all upcoming meetings of the City Council or other governing party and shall keep the County apprised of any and all actions taken by its City Council which may impact on the Contract. City Council minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Council meetings during the term of this Contract.
- O. 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. The 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.
- P. 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- Q. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- R. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.
- Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.
- S. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 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.

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.

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.

- T. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- U. Contractor shall adhere to the County's Travel Management Policy (08-02 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.
- V. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 1. Indemnification
 - a. The Contractor agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its negligent acts or omissions in performing its obligations under this Contract.
 - b. The County agrees to indemnify and hold harmless the Contractor, its officers, agents and volunteers from any and all claims, actions or losses, damages and/or liability resulting from the County's negligent acts or omissions in performing its obligations under this Contract.
 - c. In the event the County and Contractor are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the County and Contractor shall each indemnify the other to the extent of its comparative fault or negligence.
 2. Insurance
 - a. County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms and conditions of this Contract.
 - b. 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, its employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of against the County.

- W. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- X. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- Y. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 - 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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.
 - 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. The policies and procedures must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, and complaints of discrimination. Contractor is required to maintain Civil Rights policies and procedures for the duration of the Contract.
- Z. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- AA. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- BB. If the amount available to Contractor under this Contract, as specified in Section VII, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- CC. 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. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- DD. 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. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- EE. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- FF. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (*appropriate dept.) Director or their designee, and shall include County approved branding.
- GG. IRAN CONTRACTING ACT 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 (<https://www.documents.dgs.ca.gov/pd/poliproc/IRAN%20CONTRACTING%20ACT.pdf>) 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. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- HH. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

VI. COUNTY RESPONSIBILITIES

County shall:

- A. Provide training for QAC staff and supporting materials on Census 2020 process and the questionnaire.
- B. Share/publicize information about QACs.
- C. Furnish State QAC kits for each of the languages identified in Scope of Work.
- D. Provide weekly tracking and reporting tools.
- E. Authorize electronic database and platform access, such as for SWORD.
- F. Administer applications, training, gear, and monthly webinars for Census Champions selected by Contractors.
- G. Provide CensusIE pledge cards.

VII. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$32,079.00, and shall be subject to availability of 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.

- B. Contractor's payment will be paid in five (5) installments as follows:
 - 1. One initial start-up payment of \$19,247.00 (Sixty percent (60%) of total contract amount) will be paid once Contract is finalized and a complete invoice is received and approved by the CEO's County Census Representative; and
 - 2. Four (4) installments of \$3,208.00 (Ten percent (10%) each of the remaining contract amount), not to exceed the overall contract amount will be paid upon receipt and approval of the Monthly Report (Attachment A).
 - 3. The Monthly Report shall be submitted to the CEO's County Census Representative within five (5) County business days of the end of each month.
 - 4. The Monthly Report shall outline the completion of deliverables which meet project benchmarks as determined and approved by the County Census Representative.
- C. Monthly reports shall be submitted to:
County Administrative Office
Attn: Danette Tealer, County Census Representative
385 N. Arrowhead Avenue
San Bernardino, CA 92415
- D. 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.
- E. 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. 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.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VIII. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives

for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit. The County's request for an audit by the Contractor, the cost of which will be the responsibility of the Contractor, will only be made in the event that the County is required by the State or Federal request to provide this audit information.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

IX. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. 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.
- C. 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.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. 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
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1)

or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

X. TERM

This Contract is effective as of date it is signed by both parties and expires September 30, 2020, but may be terminated earlier in accordance with provisions of Section XI of the Contract.

XI. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section IX, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The CEO of the County is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. 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.

XII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Upland
Attn: Robert D. Dalquest, Development Services Director
460 N. Euclid Avenue
Upland, CA 91786

County: County Administrative Office
Attn: Danette Tealer
385 N. Arrowhead Avenue
San Bernardino, CA 92415

- B. 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. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. 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.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- G. 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 the 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 the Contract shall acknowledge 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 the 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, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. 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 product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section X, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. 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.
- N. 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 and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the 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 proceed herein in connection with defense obligations by Contractor for County.
- P. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
 - 1. Such governmental body does not have and will not have in force any other contract for like purchases.
 - 2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

XIII. CONCLUSION

- A. This Contract, consisting of nineteen (19) pages and Attachment A state designation of attachments if applicable, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

► _____
Laurie Rozko, Director of Purchasing

Dated: _____

CITY OF UPLAND

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

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

Name ROSEMARY HOERNING
(Print or type name of person signing contract)

Title CITY MANAGER
(Print or Type)

Dated: _____

Address 460 N. EUCLID AVENUE

UPLAND, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Penny Alexander-Kelley, Chief Assistant
County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



CENSUS 2020 MONTHLY REPORT

AGENCY:

REPORT MONTH/YEAR:

CONTRACT #:

MONTHLY TOTALS:

Questionnaire Assistance Centers (QACs):

- 1. Total number of outreach hours _____
- 2. Total number of residents who received support _____

Pledge Card Drives:

- 1. Total number of events _____
- 2. Total number of pledge cards received _____
- 3. Total number of Census Champions in attendance _____
- 4. Total number of residents who pledged to received follow up contact _____
- 5. Total number of residents who received follow up contact _____

Additional Information:	
1. Describe any obstacles or challenges encountered during the reporting month and whether they have been reported to the County:	
2. Indicate how the Statewide Outreach and Rapid Deployment (SwORD) system was utilized to plan and coordinate outreach activities:	
3. Provide an example of a successful outreach effort made during the reporting month (do not use any personally identifiable information, e.g. client name, DOB, etc.):	
Submitted by:	Date: Click or tap to enter a date.
Title:	Phone Number:

This report is due by the 5th county business day of each month, following the report month. Send the report via email to: danette.tealer@cao.sbcounty.gov



CENSUS 2020 MONTHLY REPORT

Questionnaire Assistance Centers (QACs) – Outreach Location

Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	

Name:	Address:	
Type of Location:	Date:	Hours:
Number of Employees:	Number of Volunteers:	
Languages:	Vision Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hearing Assistance: <input type="checkbox"/> Yes <input type="checkbox"/> No
Devices Used for Self-Reporting: <input type="checkbox"/> Computers <input type="checkbox"/> Tablets <input type="checkbox"/> Other		
Outreach Medium:	<input type="checkbox"/> Census Champion <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Social Media <input type="checkbox"/> Television <input type="checkbox"/> Trusted Messengers <input type="checkbox"/> Other	



CENSUS 2020 MONTHLY REPORT

Pledge Card Drives – Event or Outreach Location

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:

Name:	Address:		
Type of Location:	Date:	Hours:	
Number of Census Champions:	Unduplicated Pledge Cards Collected:		
Unduplicated Resident Information Collected:	Addresses:	Emails:	Phone:
Number of unduplicated resident pledge card follow up conducted:			
Phone Call:	Email:	Text:	Mail:



STAFF REPORT

ITEM NO. 11.G.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: ROBERT DALQUEST, DEVELOPMENT SERVICES DIRECTOR
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER
SUBJECT: REVIEW OF THE 2019 HOUSING ELEMENT ANNUAL PROGRESS
REPORT ON IMPLEMENTATION OF THE GENERAL PLAN HOUSING
ELEMENT

RECOMMENDED ACTION

It is recommended that the City Council receive comments from the public on the 2019 Housing Element Annual Progress Report ("APR") and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

GOAL STATEMENT

The proposed action supports the goal to provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

BACKGROUND

California Government Code Section 65400 ("Section 65400") requires cities and counties to submit an APR to the State By April 1 of each year. APRs must be submitted to two State agencies: the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The APRs describe each jurisdiction's progress in implementing the housing elements of their General Plans.

Two new laws took effect on January 1, 2018, (SB 35 and AB 879) and made various updates to housing element and annual report requirements to provide data on local implementation. These laws expanded the types of data that must be reported in the APRs. The draft 2019 APR (Attachment 1) provides an update on the City's progress in implementing the 2013-21 Housing Element. The APR describes the City's accomplishments through the end of calendar year 2019 that contribute toward meeting its Regional Housing Needs Allocation (RHNA).

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b) (5) in that it is a governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

ISSUES/ANALYSIS

The APR is a tool for tracking and monitoring the City's progress in meeting local housing needs and compliance with State housing element law. There are seven (7) components to the APR:

These components are described further below and provided in Attachment 1.

Part 1 - Table A: Describes the number of Housing Development applications submitted, and Table A-2: Describes annual residential activity in terms of when an application was approved, entitled, permitted and completed pursuant to the established income levels. As can be seen there were three projects with a total of one hundred thirty-four (134) residential units that were submitted which comprised: one project approved with sixty (60) above-moderate residential units, another with twenty-six (26) above-moderate residential units and one with no action taken yet consisting of 5 low-income residential units and 43 above-moderate residential units. In addition, there was 6 above-moderate residential units that completed entitlements; 525 building permits issued (14 moderate residential units and 511 above-moderate units); and 124 (5 moderate and 119 above-moderate) residential units that were completed/finished).

Part 2 - Table B: Describes the Regional Housing Needs Allocation Progress which entailed 14 moderate residential units and 511 above-moderate residential units that obtained building permits during the 2019 reporting period.

Part 3 - Table C: Describes the number of sites identified or rezoned to accommodate shortfall housing needs (none approved in this period).

Part 4 - Table D: Describes Housing Element Program Implementation status (all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element have been updated).

Part 5 - Table E: Describes the number of Commercial Development Bonus approved (none approved in this period).

Part 6 - Table F: Describes the number of units rehabilitated, preserved and acquired for alternative adequate site (a total of 10 units were rehabilitated during this period).

Part 7 - Table G: Describes City owned land sold, leased, disposed of for the purpose of creating affordable housing (a portion of APN 1046-433-23 was sold to Habitat for Humanity for affordable housing opportunities).

FISCAL IMPACTS

Submittal of the APR is required by State law, and may assist the City in qualifying for future State grant opportunities. Otherwise, as the report is primarily for information purposes, this action does not have any fiscal impact.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Housing Element Report

Please Start Here

General Information	
Jurisdiction Name	Upland
Reporting Calendar Year	2019
Contact Information	
First Name	Liz
Last Name	Chavez
Title	Development Services Manager
Email	lchavez@ci.upland.ca.us
Phone	9099314146
Mailing Address	
Street Address	460 N. Euclid Ave.
City	Upland
Zipcode	91786

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 12_23_19

Jurisdiction	Upland	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	382											382
	Non-Deed Restricted												
Low	Deed Restricted	260											260
	Non-Deed Restricted												
Moderate	Deed Restricted	294										14	280
	Non-Deed Restricted								14				
Above Moderate		653	56	72	100	103	99	74	511			1015	
Total RHNA		1589											
Total Units			56	72	100	103	99	74	525			1029	922

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Upland		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Code Enforcement	Ensure compliance with municipal codes and maintain value and safety of property and structures.	Ongoing	Citywide Code Enforcement Program has addressed 2,644 calls. The total of citywide graffiti calls in 2019 was 3,737, and graffiti removal square-footage was 62,280 Sq. Ft.
2. Home Improvement	Provide Home Improvement loans to qualified low and moderate income homeowners earning less than the 80% Area median Income.	Ongoing	In 2019, due to the decrease of the State after rehabilitation value limits to \$285,000 and the long-awaited approval to increase said value limits, staff has struggled to provide assistance to any potential qualified applicants.
3. Emergency Repair Program	Provide grants to qualified homeowners to address emergency repairs.	Ongoing	A total of 10 households were assisted in 2019. Of this total, there were 5 grants to extremely low households, 3 for very low income households and 2 to low income families, totalling \$110,842 in program funding.
4. Rental Acquisition and Rehabilitation	Continue to provide grants to address properties with substantial rehabilitation or maintenance needs.	Ongoing	No units were assisted during 2019.
5. Historic Preservation	Continue to support the preservation of historic properties through a variety of planning, zoning, rehabilitation and other incentives	Discontinued	In 2019, the City Continued to support the preservation of historic properties through a variety of planning, zoning, rehabilitation, and other incentives. In 2019, 1 loan was awarded to Habitat for Humanity to assist and preserve a historic home. The Historic Home Rehabilitation Program has been defunded, however, if there is an opportunity to preserve a Historic Home for affordability purposes, the city will assist in that activity.
6. Five Star Rental Recognition	The objective is to continue this program and disseminate information to landlords to encourage their participation in the Five Star Rental Recognition Program.	Discontinued	To date, 5 properties have qualified for this recognition. These properties include Sunset Ridge, Village Apartments, Magnolia, Portofino on the Park, and Las Brisas. This program has been discontinued since 2016.

7. Specific Plans	Continue to implement remaining specific plans to facilitate the development of high quality infill residential development in Upland.	Ongoing	In 2019, the City continued to implement the remaining specific plans in order to facilitate the development of high quality infill residential development in Upland.
8. Historic Downtown Specific Plan	Continue to implement the Historic Downtown Specific Plan to facilitate the development of high quality infill residential development in Upland.	Ongoing	In 2019, the City continued to implement remaining specific plans to facilitate the development of high quality infill residential development in Upland.
9. Secondary Units	The City will continue to support the production of second units and guest quarters that meet the requirements in the municipal code.	Ongoing	In 2019, the City continued to support the production of secondary units and guest quarters that meet the requirements in the municipal code. The City began the process to update the ADU Ordinance consistent with current state law. Two (2) workshops were held by Planning Commission to review state ADU law and get feedback from the public.
10. Green Valley Initiative	Participate in the Green Valley Initiative's regional meetings and outreach efforts to promote a healthy economic and environmental future. Continue implementation of the City's other green initiatives, including waste management, water conservation and use, and CalGreen programs.	Ongoing	In 2019, the City continued to participate in this collaborative effort. Currently, the City participates in 4 open PACE Programs.
11. Water Priority System	Encourage water and sewer providers to have a water and sewer priority system in place in compliance with state housing law.	Ongoing	In 2019, the City actively participated in the establishment of a water and sewer priority system.
12. Neighborhood Improvements	Continue monitoring, planning, and programming for public improvements that serve the community.	Ongoing	In 2019, the City of Upland continued to make such infrastructure and service improvements to further the vision of the City Council.

13. Homeownership Assitance	Continue to provide up to 2 FTHB loans annually to qualified low income homeowners and advertise program availability. Annually evaluate the City's funding capacity and as needed pursue additional HOME / CAL HOME funds.	Ongoing	In 2019, there was no FTHB loans granted due to the risen home prices in Upland and the limited inventory of properties for sale that meet the County of San Bernardino Maximum Home Purchase Price of \$285,000. Due to these obstacles, staff has struggled to provide any assistance to any potential qualified applicants. However, working with Habitat for Humanity, staff approved 1 FTHB homeowner to participate with the City's FTHB program.
14. Rental Housing Assitance	Continue to participate in the federal housing choice voucher program and family self-sufficiency program allocating.	Ongoing	According to the Housing Authority of the County of San Bernardino, the Upland Housing Authority served vouchers to 484 families.
15. Housing incentives	Continue to permit and encourage density bonuses, lot consolidations, and other means to build market rate and affordable housing. Amend the Zoning Code to allow half covered/ uncovered spaces for studio and 1- bedroom units in projects outside the downtown and mixed use corridors provided the project qualifies for a density bonus or is deed restricted as affordable. Advertise the availability of incentives at the planning public counter and through the development review process.	Ongoing	The Development Code Update was adopted on September 28, 2015. The update provided modifications to the Development Code that were recommended in the Housing Element. These included providing for residential care facilities (7 or fewer) by right in all residential zones. New provisions were also provided for Supportive and Transitional Housing , Emergency Shelters, Child Care/Day Care, SRO's, and efficiency units.
16. Mobile Home Rent Stabilization	Continue to enforce the Mobile Home Rent Ordinance; complete review and revisions to the Rent Ordinance after the courts complete proceedings on the legality of rent stabilization.	Ongoing	The City has placed the proposed revisions to the existing ordinance on hold until the court proceedings have been completed.

17. Housing at Risk of Conversion	Monitor publicly assisted multiple units at risk of conversion; support efforts to preserve the units through grants, tax credits, bonds, and transfer of ownership to entities willing to keep the units affordable. Inform tenants and property owners of their rights and responsibilities to provide adequate notice and other procedures if an affordable project is proposed for conversion to market rate housing.	Ongoing	The City continues to monitor affordable housing projects to determine properties at risk for conversion.
18. Low Income Housing Assistance	Offer expedited permit processing, contact developers annually about potential sites, and support applications of developers to build affordable housing that targets extremely low income households in Upland. Assist in the development of housing for lower-income households by outreaching to affordable housing developers, exploring available funding options, and supporting grant applications for housing.	Ongoing	In 2019, ten (10) households were assisted through the Emergency Repair Program.
19. Homeless Services	Define shelters, transitional housing, and permanent supportive housing consistent with state law, permit shelters with a ministerial permit in the Industrial zone; and establish objective standards as allowed by state law. In all zones allowing residential uses, permit transitional and supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.	Ongoing	Continue to provide funding support to agencies that serve the homeless and at-risk homeless through the CDBG Program process and the City's Housing Fund. During 2019, these programs assisted 584 individuals through various homeless services. During 2013, a Homeless Shelter Stakeholders Group was formed to assist in the implementation of this goal. The Development Code Update was adopted in the summer of 2015.

20. Administrative Capacity	<p>Utilize the Service Council to coordinate the City, faith-based organizations, other non-profits, Upland Housing Authority, County, and other stakeholders and create a network of community and mainstream resources. The Service Council will develop and implement a Homeless Services Plan that addresses:</p> <ul style="list-style-type: none"> - Community Outreach, Engagement, and Education Initiatives -Treatment and Permanent Supportive Housing Initiatives -Housing First/Rapid Re-housing Initiatives -Chronic Homelessness -Enforcement 	Ongoing	<p>The City is continuing to work with the various organizations in San Bernardino County to create a Homeless Service Plan. The stakeholders team is comprised of individuals and organizations that have a desire to help the community and seek a positive change in the city, specifically, as it relates to those affected by homelessness. The team meets monthly in order to maintain an active effort to address the homeless issues. In December 2019, the city hired a Homeless Coordinator to assist with all homeless activities.</p>
21. Housing for People with Disabilities	<ul style="list-style-type: none"> <input type="checkbox"/> Amend the Zoning Code to define and allow residential care facilities serving six or fewer residents as a by-right use in all residential zones; remove or amend the definition of a family in the Zoning Code. Permit larger facilities with a CUP in two additional mixed-use zones. <input type="checkbox"/> Support agencies in seeking funding, as available, for the provision of housing and services for people with disabilities, including developmental disabilities. Reach out to potential developers or service agencies as part of the annual Action Plan solicitation for CDBG. <input type="checkbox"/> Create reasonable accommodation process and procedure as part of the Zoning Code Update to allow flexibility in land use, building, and development standards to accommodate people with disabilities. 	2015	<p>The Development Code Update was adopted on September 28, 2015. The update provided modifications to the Development Code that were recommended in the Housing Element. These included providing for residential care facilities by right in all residential zones. (for those serving 6 or fewer residents), Supportive and Transitional Housing, Second Dwelling Units, Emergency Housing and Single Room Occupancy (SRO) in Mixed Use Zones and Efficiency Units.</p>

General Comments:

Jurisdiction	Upland	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity	5	3	2	10					
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income	5	3	2	10					

Jurisdiction	Upland	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	14
Above Moderate		511
Total Units		525

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	134
Total Housing Units Approved:	60
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	1
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



STAFF REPORT

ITEM NO. 11.H.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, CITY MANAGER
PREPARED BY: DARREN L. GOODMAN, POLICE CHIEF
BRYCE MILAKOVICH, DETECTIVE
SUE GUTIERREZ, ACCOUNTING TECHNICIAN
SUBJECT: CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM 2019-20

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution accepting the grant funds in the amount of \$39,960 from the State of California Department of Justice, Office of the Attorney General, Tobacco Law Enforcement Grant Program; and authorize the appropriation of \$36,960 to increase operations and education of California and Upland Municipal Code governing the use and sale of tobacco through overtime enforcement activity, and the purchase of photoelectric or vape detectors; and authorize the Police Chief to execute the Memorandum of Understanding.

GOAL STATEMENT

The proposed action supports the City's goal of providing safe and effective law enforcement services for the residents of Upland.

BACKGROUND

The Department of Justice's Tobacco Grant Program is a three year grant, funded by Proposition 56 (Prop. 56), the California Healthcare, Research, and Prevention Tobacco Tax Act of 2016. Beginning April 2017, Prop. 56 raised the cigarette tax by \$2.00 per pack, with an equivalent increase on all other tobacco products. Prop 56 also allocates millions of dollars annually to the California Department of Justice for distribution to local law enforcement agencies for the support and hiring of peace officers for various activities. These activities include investigation and compliance checks to reduce illegal sales of tobacco products to minors.

ISSUES/ANALYSIS

The Upland Police Department is one of 76 local entities throughout the state to support the enforcement of state and local laws related to illegal sales and marketing of tobacco products to minors. Counties from all over California are working with the California Department of Justice to curb illegal sales of tobacco to minors.

By accepting this grant, the Upland Police Department will be able to assist in the state wide program that otherwise would not have funding. This is a reimbursement grant, meaning the City will need to expend the funds and then request reimbursement which is guaranteed under the grant agreement.

The grant award is allocated along two categories. \$30,960 is allocated for personnel services which include salaries for cadets and overtime for police officers. Secondly, \$6,000 is allocated to operating expenses which includes photoelectric or vape detectors, educational signs, and supplies for posters and flyers.

FISCAL IMPACTS

The City's approved budget for FY 2019-2020 will increase by the recommended appropriation of \$36,960 in a California DOJ Tobacco fund account. Since this expenditure is fully reimbursable, the City's revenues will also increase by the same amount. There will not be any impact to the General Fund.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution accepting grant award

Tobacco Grant Award Letter

Tobacco Grant MOU

Tobacco Grant Budget Detail

Tobacco Grant Handbook

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$39,960 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, TOBACCO LAW ENFORCEMENT GRANT PROGRAM

Intent of the Parties and Findings

(i) The City of Upland wishes to accept grant funds in the amount of \$36,960 from the State of California Department of Justice, Officer of Attorney General, Tobacco Law Enforcement Grant Program, and authorize the professional services agreement with State of California Department of Justice for fiscal years 2019-2020 annual budget; and

(ii) The City of Upland is interested in participating in the Tobacco Law Enforcement Grant Program, which is made available through The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop. 56) and administered by the California Department of Justice to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

(iii) Following the City's submittal of a proposal for the Program, the State of California Department of Justice offered to award \$36,960 for the two-year grant program beginning December 1, 2019 to June 30, 2022.

(iv) Grant funds will be used for personnel services and operation costs related to tobacco enforcement.

(v) In order to be considered eligible to receive grant funding, the City must submit an approved Resolution and a completed Grant Award Memorandum of Understanding to the State of California Department of Justice.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. The City Manager or a designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of \$36,960 from the State of California Department of Justice.

Section 2. The City Manager or a designated representative is hereby authorized, on behalf of the City, to execute a two-year Grant Agreement between the City and Department of Justice not to exceed \$36,960.

Section 3. The City Manager or a designated representative is hereby authorized and directed, on behalf of the City, to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extension, and payment requests, as appropriate to accept the funds under and comply with the conditions of the grant.

Resolution No.

Page

Section 4. The City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.

Section 5. Grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 23rd day of March, 2020

Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of March, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Keri Johnson, City Clerk



DIVISION OF OPERATIONS
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
Telephone: (916) 210-7006
Fax (916) 324-5033
E-Mail Address: Stacy.Heinsen@doj.ca.gov

September 30, 2019

Mike Boyle, Officer
Upland Police Department
1499 W. 13th Street
Upland, CA 91786

Re: Tobacco Grant Award Notification FY 19/20

Dear Mike Boyle,

Congratulations! On behalf of the California Department of Justice, I am excited to inform you that your agency's grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for funding in the amount of \$36,960.

The California Department of Justice was delighted to receive applications totaling over \$195 million to support local government agencies in educating kids about the harms of tobacco products, enforce state and local tobacco laws and, conduct retailer enforcement. Consequently, many awards were approved with modifications.

Attorney General Xavier Becerra will announce the award recipients in a press release on October 1, 2019. Until then, this information is embargoed and shall remain confidential. If your agency would like to coordinate and provide a two sentence quote for the press release, please contact Press Secretary Jennifer Molina at (213) 247-2803 or by email at Jennifer.Molina@doj.ca.gov. Attached please find a media kit that includes a template press release and social media. Please help us promote the program!

The Local Assistance Unit within the California Department of Justice will provide a follow up with your agency with detailed information pertaining to your particular award in addition to preparing the draft Memorandum of Understanding and all other required documents. In order to expedite this process, please send an e-mail to the Tobacco Grant Program at TobaccoGrants@doj.ca.gov with your application Budget Detail Sheet in Microsoft Excel format. Our team will insert any adjustments made during the award process.

September 30, 2019

Page 2

If you have any questions about this process, please do not hesitate to contact me at (916) 210-7006 or at TobaccoGrants@doj.ca.gov.

Sincerely,



STACY HEINSEN
Staff Services Manager II

For XAVIER BECERRA
Attorney General

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Upland Police Department (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated November 2019), and Grant Application are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Amendment – No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

TERMS

Grant Duration: 12/1/2019 – 6/30/2022

Award Amount			
Category of Expenditure	Budget FY 2019-2020	Budget FY 2020-2021	Budget FY 2021-2022
Personal Services	\$10,320	\$10,320	\$10,320
Operating Expenses and Equipment	\$4,000	\$1,000	\$1,000
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0
TOTAL AWARD AMOUNT	\$36,960		

The time limit for reimbursements against this award ends 6/30/2022. Requests received after 7/15/2022 cannot be reimbursed by the DOJ.

GRANTEE CONTACT INFORMATION

Bryce Milakovich, Detective
 Upland Police Department, Impact
 1499 W. 13th Street, Upland, CA 91786
 909-946-7624 x3229
 BMILAKOVICH@UPLANDPD.ORG

AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

Darren L. Goodman, Police Chief
 Upland Police Department

 Date

STACY HEINSEN, GRANT MGR.
 Division of Operations
 California Department of Justice

 Date

CHRIS RYAN, CHIEF
 Division of Operations
 California Department of Justice

 Date

TOBACCO GRANT PROGRAM BUDGET DETAIL
Upland PD_Updated 11/1/19

Costs Per Fiscal Year (July 1 - June 30)

A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)

Salaries

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Cadet	\$20 per hour	\$ 240	\$ 240	\$ 240	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 240	\$ 240	\$ 240	\$ -	\$ -

Overtime

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Police Officer	\$70 per hour	\$ 10,080	\$ 10,080	\$ 10,080	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 10,080	\$ 10,080	\$ 10,080	\$ -	\$ -

Benefits

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PERSONAL SERVICES \$ 10,320 \$ 10,320 \$ 10,320 \$ - \$ -

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Signs and supplies for poster and fliers	Professional printing company cost \$3,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -
Photoelectric or Vape detectors	Vape detectors. 30 @ \$100 each	\$ 3,000	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 4,000	\$ 1,000	\$ 1,000	\$ -	\$ -

Note : Round budget amount to nearest dollar

TOBACCO GRANT PROGRAM BUDGET DETAIL
Upland PD_Updated 11/1/19

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

D. Travel Expenses/Registration Fees Travel rates must adhere to State rules and limits. Trainings must be tobacco related.

Description and Destination	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

E. Other Expenses

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

F. Administrative Costs - Not to exceed 5% of total budget

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

Note: Round budget amount to nearest dollar

TOBACCO GRANT PROGRAM BUDGET DETAIL
Upland PD_Updated 11/1/19

SUMMARY						
Budget Category	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Request
A. Personnel Services						
Salaries	\$ 240	\$ 240	\$ 240	\$ -	\$ -	
Overtime	\$ 10,080	\$ 10,080	\$ 10,080	\$ -	\$ -	
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Personal Services	\$ 10,320	\$ 10,320	\$ 10,320	\$ -	\$ -	\$ 30,960
B. Operating Expenses						
Operating Expenses	\$ 4,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 6,000
C. Equipment						
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration						
Travel/Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Other Expenses						
Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Administrative Costs						
Administrative Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 14,320	\$ 11,320	\$ 11,320	\$ -	\$ -	\$ 36,960

Note : Round budget amount to nearest dollar

DOJ TOBACCO GRANT PROGRAM
2019-20
GRANTEE HANDBOOK
DOJ-PROP56-2019-20-1



XAVIER BECERRA
Attorney General

OFFICE OF THE ATTORNEY GENERAL

November 2019

**HANDBOOK FOR GRANTS MADE BY THE DEPARTMENT OF JUSTICE TO
LOCAL AGENCIES UNDER PROPOSITION 56, THE HEALTHCARE, RESEARCH
AND PREVENTION TOBACCO TAX ACT OF 2016 (THE ACT)**

All items contained in this Handbook are subject to change.

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PART I: GRANT APPLICATION GUIDE

GENERAL INFORMATION

Eligibility

In accordance with the State Budget Act and the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Act), as added by Proposition 56, any local government or local government agency within the State of California that has authority to enforce tobacco-related state laws or local ordinances is eligible to receive funds.

Purpose

Funds are granted for enforcement of tobacco-related state laws or local ordinances specifically including state and local laws related to the illegal sales and marketing of tobacco products to minors, and for investigative activities and compliance checks to reduce illegal sales of tobacco products to minors.

APPLICATION PROCESS

Applications

An eligible agency may submit one individual application.

Joint applications

An eligible agency may submit one joint application in addition to, or in lieu of, an individual application. A joint application should include, in addition to other requirements set forth in the Request for Proposals, the following information:

- Identification of all entities that are jointly applying for the grant.
- A designation of the primary applicant and all secondary applicants.
- A statement from the primary applicant indicating that the primary applicant agrees to assume responsibility for performance of the projects in the event a grant is made.
- A statement from each secondary applicant identifying and acknowledging each responsibility that the secondary applicant shall assume in the event a grant is made to the primary applicant.
- A statement setting forth the benefits and disadvantages reasonably likely to arise from joint, as distinct from separate, performance of the project.
- A statement indicating whether any primary or secondary applicant is also submitting a separate application or is a primary or secondary applicant in any other joint application, and briefly identifying such application(s).

Competitive Process

All grants will be made on a competitive basis.

REVIEW, AWARD AND TERMS

Administrative Review

Applications will undergo an administrative review by the Department of Justice (Department) to determine whether the application is timely, legible and complete, and whether the applicant agency is eligible. An applicant may request the Department to amend its application; however, a request to amend an application may be denied if the Department has already begun the merits review process for that award period.

Incomplete, illegible and untimely applications and applications received from ineligible entities will be disqualified. An applicant may appeal disqualification of its application.

All applications that are not disqualified in the administrative review will undergo a merits review. Department staff shall submit the results of the administrative review to the Attorney General and/or their designee for approval.

Merits Review

Applications that satisfy the administrative review shall be reviewed by a merits review committee.

The merits review committee shall evaluate and score applications based on the extent to which the applications satisfy the scoring criteria set forth in the Request for Proposals, and on the extent to which the applicants show capacity to perform the proposed projects, to comply with the Act's requirement to refrain from using grant funds to supplant any existing state or local funding of activities that have the same purposes as those of the Act, and to comply with the administrative requirements of the grant, including those regarding submission of progress and final reports.

The merits review committee shall make a funding recommendation for each application, other than those that were disqualified or denied, based on the following factors:

- Amount of available funding.
- Amount of funding requested for eligible and meritorious activities.
- The merits of the application based on the scoring criteria set forth in the Request for Proposals.
- The Department's program, enforcement and research priorities, if any, as articulated in the Request for Proposals.
- Indicia of support for the application from local stakeholders including, for example, tobacco control and prevention programs; public health, health and human services, or environmental health departments; local lead agencies; community or youth organizations; and local elected officials.
- Indicia of the likely benefits of the scale of operations.

- Indicia that the funds granted will not be used to supplant existing state or local funds used for the same purpose.

The merits review committee shall provide its scoring and recommendations as to approval or denial of applications, and as to the amount of funding for successful applications, to the Attorney General and/or their designee.

Notification of Award, Denial or Disqualification

The Department shall send out notice to all applicants of disqualification, denial, award, or other decision within 30 days of the Attorney General's decision. A notice of denial or disqualification will include the reason for the denial or disqualification.

Notification of award does not authorize commencement of grant activities. Grant activities may begin once the grantee receives a revised budget detail from the Department, but reimbursement cannot be provided until a memorandum of understanding between the grantee and the Department is fully executed.

Grant Agreement

A written and signed memorandum of understanding is required for all grants. The grant agreement includes the Request for Proposals and associated documents, this Handbook, the Application and any associated documents submitted in response to the Request for Proposals, and the signed memorandum of understanding.

A grant agreement for a joint application includes, in addition to the items required for all grant agreements, the following:

- Name of the primary grantee.
- Name of each secondary grantee.
- The division of funds between each grantee, if applicable.
- Name of the Grant manager for the primary grantee.
- Name of the official contact for the grant for each secondary grantee.
- Name of the authorizing official for the primary grantee.
- Name of the authorizing official for each secondary grantee.
- Name of the fiscal or accounting official for the primary grantee.
- Approved designation, between the primary and each secondary grantee, of responsibilities for performance of the grant.
- A statement from the primary grantee indicating assumption of responsibility for performance of the project(s) in the event a grant is made.
- A statement from each secondary grantee identifying and acknowledging each responsibility that the secondary grantee shall assume in the event a grant is awarded.

Access

Upon reasonable notice, grantees shall allow the Department access to the records of the project, the project sites (if applicable), and any employees or contractors who may reasonably have information related to the project. Also, upon reasonable notice, grantees shall allow the Department to accompany the grantee on project-related activities.

Performance Compliance, Audit, and Responsibility

Grants and funding are subject to performance compliance reviews in the form of site visits, interviews with grantees, contractors and other stakeholders, and review of relevant documents. This review may be performed by the Department or its designee.

- The grantee is the responsible agency and may not transfer or assign the grant to another entity without prior written authorization from the Department.
- Grantees are subject to audit by the California State Auditor, as required by Revenue and Taxation Code, section 30130.56, subdivision (a).
- Grantees are subject to a financial compliance review in the form of an audit, an agreed-upon-procedure, or both. A review will be conducted in accordance with the Generally Accepted Government Auditing Standards and Revenue and Tax Code, sections 30130.56 and 30130.57, subdivisions (e)(1), (f) & (g), designed to accomplish any one or more of the following: to monitor compliance with the requirements of the grant program and the terms and conditions of the grant agreement; to assess the quantity, quality, timeliness and cost of services the grantee produces and delivers under the terms and conditions of the grant agreement; and to assess the performance of any contract entered into by a grantee relating to a grant.

Reports

Progress reports, final reports, and inspection data shall be submitted by the grantee to the Department in accordance with the reporting requirements and deadlines set forth in the grant agreement.

Withholding of Ten Percent Pending Closeout

The Department may withhold ten percent of the grant amount pending receipt of the final report by the Department, approval of the final report by the Department, resolution of performance issues to the satisfaction of the Department, or resolution of audit findings prior to closeout.

Procurement of Goods or Services

The grantee shall follow its own written procurement policies and procedures when procuring goods or services for activities relating to performance of the grant. All documents related to the procurement of goods or services shall be maintained by the grantee for the records retention period (at least five years) and provided to the Department upon request.

Use of Contractors

Grantees may contract for services for performance of a project as set forth in the grant agreement or with prior written approval from the Department.

- Contractor services must be for the purpose of achieving the grant objectives.
- Grantees are responsible for ensuring that each contractor complies with the grant agreement, including, if applicable, collecting and reporting of inspection data.
- Contracting out shall not affect the grantee's overall responsibility for the management of a Project, and the grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities for the grant.
- Grantees shall have a written agreement with each contractor and shall submit a copy of the agreement to the Department.

PROJECT REQUIREMENTS

Administrative Costs

A Grantee shall not use more than 5 percent of the funds received for administrative costs. See Revenue and Taxation Code, Section 30130.57 (f), (g).

Project Costs

Project costs may include the reasonable and necessary cost of tobacco products purchased during grant-related enforcement operations and the reasonable and necessary costs incurred to obtain identification documents and electronic payment services for use by minors or agents during grant-related enforcement operations.

Project Income

Income generated from project, if any, may be reinvested by the grantee into the project for which the grant was awarded, returned to the Department, or the Department may approve other uses by the grantee of program income in accordance with the general purposes of the grant. Program income does not include fines, penalties, legal costs, attorney's fees, or other property collected as a result of enforcement actions by the grantee.

Records of Tobacco Products

Grantees shall retain and preserve the tobacco products purchased or otherwise obtained during the course of performing a project, and the purchase records for such tobacco products, in accordance with the grantee's written policies regarding retention, destruction or forfeiture of such items.

Travel

Travel costs of grantees are permitted for travel to/from tobacco-related trainings, meetings, seminars, and/or workshops. All travel must be approved and included in the grant budget.

Travel by grantees shall be in accordance with the State of California's written travel policies, subject to any further requirement in the grant agreement. Travel costs shall be substantiated by receipts and these receipts shall be made available to the Department upon request for reimbursement.

Out of state travel must be clearly specified in the grant budget or amendment because it requires prior approval and may be subject to additional restrictions.

Travel costs may only consist of the reasonable and necessary charges for commercial fares, public transportation, private vehicle, overnight and day parking of private or rental vehicles, bridge and road tolls, meals, lodging, and incidentals, incurred for travel necessary for the performance of the grant. The State of California's written travel policies can be found online at www.calhr.ca.gov/employees/pages/travel-reimbursement.aspx.

Equipment Property Records

Grantees shall maintain property records for the records retention period for each item of tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

Records Retention

Grantees shall maintain records relating to the application, grant agreement, scope of work, budget, and performance of projects, for the records retention period established by the agency for those types of records or for five years from the date the grant was closed out, whichever is longer. These records include but are not limited to reports of enforcement activities, educational programs, policy programs, personnel activity records, payroll records, travel claims, receipts, documents showing the calculation or methodology for determining whether funds were supplanted, and documents showing the calculation or methodology for determining administrative costs.

Noncompliance

In the event a grantee fails to comply with the terms and conditions of the act or grant agreement the Department will notify the grantee, and meet and confer to resolve the issue.

In the event the Department and a grantee are unable to resolve a grantee's non-compliance with the terms and conditions of the Act or grant agreement, the Department may take one or more of the following actions:

- Withholding of payments.
- Recovery of funds paid to the grantee.
- Imposition of additional conditions on the grantee.
- Termination of the grant agreement.

- Disqualification from consideration for future grants.

Closeout

The Department shall conduct closeout review activities prior to closing out each grant to ensure that all necessary administrative actions and Projects have been completed by the grantee.

Closeout review activities include review of the final report due from the grantee to ensure it is sufficient and complete, verification that any performance issues are resolved, and verification that any audit or agreed-upon-procedure findings are resolved.

Allowable Costs; Reasonable Costs; Allocable Costs

Costs must meet all of the following general criteria to be allowable. An allowable cost must:

- Be reasonable for the performance of the grant, and allocable to the grant.
- Be accorded consistent treatment. In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in another way, the grantee shall provide a description of both the current and the prior assignments. The description shall be sufficient for the Department to ascertain whether or not funds have been supplanted.
- Be adequately documented.
- Comply with the Act and terms and conditions of the grant agreement.
- Comply with applicable state and local laws.
- Not be disallowed under the terms of the grant agreement.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant.
- The requirements of the grant program and the terms and conditions of the grant agreement.
- Market prices for comparable goods or services for the geographic area.
- Whether the grantee deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost.

A cost is allocable to the grant if the cost is incurred for grant-related activities.

Unless otherwise provided for in the grant agreement, if a cost is incurred for the performance of grant-related activities and also for other non-grant-related activities, and benefits both grant and non-grant activities, the proportion that is incurred for the performance of grant-related activities may be approximated using reasonable and properly documented methods and assigned to the grant.

Supplanting

Supplanting is prohibited. Grant funds may not be used to pay for costs that are already funded within your agency's budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes. If funds awarded under this grant are used to supplant existing agency resources previously allocated for the same purpose, the Department may pursue remedies for non-compliance.

APPEALS

Actions that a grantee may appeal include:

- Disqualification of an application.
- Imposition of additional conditions.
- Suspension or termination of a grant agreement.
- Denial of an application in whole or in part.

Appeals must be in writing, postmarked within 30 calendar days of the date of the notification of the action, and mailed to the Department at the address provided in the Request for Proposals.

An appeal must include:

- A copy of the notification or other communication from the Department.
- The name of the applicant or grantee, as applicable.
- A statement of the reasons the action by the Department should not be imposed, including any documentation to support the appeal.
- A statement of the remedy sought by the appellant.
- Contact information for the appellant.
- The signature of the authorized representative of the appellant.

Appeals not postmarked within 30 days as specified above will be denied. The action or actions specified in the notification will remain in effect while the appeal is under review.

The Attorney General or designee who is employed by the Department and who is not a member of the merits selection committee will make the final decision regarding the appeal. The Department will issue a decision on the appeal no later than 60 calendar days from the date the appeal is received.

The remedy for an appeal that is successful in whole or in part may be provided either during the course of the current funding cycle or in a subsequent funding cycle that may be during the course of the following fiscal year, based on practicality and the availability of funds.

DEFINITIONS

The following definitions apply to this Handbook and the associated request for proposals:

- **Administrative Costs.** Necessary and reasonable indirect expenses as allowed under the terms and conditions of the grant agreement, limited to five percent of the total award.
- **Application.** A request by an eligible agency to receive a grant from the Department pursuant to Revenue and Taxation Code, Section 30130.57(e)(1).
- **Contractor.** An entity or person, including a consultant, that enters into a contract with a grantee to perform an activity.
- **Department.** The California Department of Justice.
- **Grant.** An award of financial assistance made to a Grantee, the principal purpose of which is the transfer of funds to carry out a project of public benefit authorized and intended by Revenue and Taxation Code, section 30130.57, subdivision (e)(1), a Request for Proposals, and the grant agreement between the grantee and the Department.
- **Grant Agreement.** The final agreement entered into between the Department and a grantee, or primary grantee in the case of a joint application, which sets forth the terms and conditions of the Grant. The grant agreement includes the executed memorandum of understanding, Request for Proposals and associated documents, application and associated documents, and this Handbook.
- **Grant Duration.** The period of time provided for in the Grant Agreement.
- **Grantee.** A local agency to which a grant is awarded. A grantee includes a primary or a secondary grantee as specified in a grant agreement arising from a Joint application.
- **Inspection Data.** Information regarding retailer inspection or enforcement activity by a grantee under the terms of the grant agreement, including but not limited to information about retailer location, retailer violations, retailer inspections, and retail-related citations, licensing actions, administrative proceedings, diversion proceedings, and prosecutions. Inspection data includes information regarding such activities whether or not a violation was found or a citation was issued. A grant agreement may contain further information about what constitutes inspection data, how it is to be gathered and retained by a grantee, and how and when it is to be reported to the Department.
- **Joint Application.** A request to receive a grant that is submitted by more than one eligible agency. A joint application includes a primary applicant and at least one secondary applicant.
- **Local Law Enforcement Agency.** A division, department, board, office, section, or branch of local government, or institution of public education, that employs one or more persons appointed and duly sworn as a peace officer; city police department; county sheriff's department; police protection and community services district; agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; city or county health department that is authorized to conduct workplace inspections; city, county or regional public transit agency; city, district or county housing authority; police or school resource office of a K-12 school district; police department of the University of

California, California State University, or California Community Colleges; city, district, or county attorney's office; or any other local public agency that employs one or more sworn peace officers.

- **Project.** An undertaking that is planned to conduct activities and achieve stated goals and objectives for which funds were awarded by the Department to a grantee from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.
- **Records Retention Period.** The period of time after the grant is closed out that a grantee must maintain records related to the grant, which is at least five years.
- **Supplant.** Replace or reduce the amount of state or local funds currently being appropriated or previously appropriated for a purpose because grant funds are available or expected to be available to fund that same purpose. The effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the application or grant agreement.
- **Tobacco Products.** The same meaning as in Revenue and Taxation Code, Section 30130.50(b).

PART II: GRANT OWNER'S MANUAL

GRANT ACCEPTANCE AND TERMS

Award

Your award is not final upon initial notification. A letter of intent to accept the award will be attached to the award notification. Your agency must affirm that either (1) it will seek a resolution to accept the award, if your agency has a governing body, or (2) no governing body exists and no resolution is required. In order to officially accept your award, your agency must return the completed, signed letter of intent within 15 calendar days of the date of the letter to:

California Department of Justice
Division of Operations
Tobacco Grant Program
PO Box 160187
Sacramento, CA 95816-0187

Your agency may begin spending funds once a revised budget detail is received from the Department, but will not be eligible to receive Tobacco Grant funds until a Memorandum of Understanding is in place, fully executed with original signatures. The Memorandum of Understanding must be approved by the head of your agency, or your agency's governing body if one exists, and returned within 90 days of receipt. Failure to return the letter of intent within 15 days or execute the memorandum of understanding within 90 days will be deemed a declination of the award. In the event of an unclaimed or declined award, funding may be awarded to another applicant.

Terms and Conditions

By accepting these funds, your agency agrees to comply with and be bound by the conditions set forth in the memorandum of understanding and this Handbook.

Allowable Costs

In general, costs must meet all of the following general criteria to be allowable. An allowable cost must:

- Be reasonable for the performance of the grant, and allocable to the grant.
- Be accorded consistent treatment. In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in the agency's budget in another way, the grantee shall provide a description of both the current and the prior assignments. The description shall be sufficient for the Department to ascertain whether or not funds have been supplanted.
- Be adequately documented.
- Comply with the Act and terms and conditions of the grant agreement.
- Comply with applicable state and local laws.
- Not be disallowed under the terms of the grant agreement.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant.
- The requirements of the grant program and the terms and conditions of the grant agreement.
- Market prices for comparable goods or services for the geographic area.
- Whether the grantee deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost.

A cost is allocable to the grant if the cost is incurred for grant-related activities. Unless otherwise provided for in the grant agreement, if a cost is incurred for the performance of grant-related activities and also for other non-grant-related activities, and benefits both grant and non-grant activities, the proportion that is incurred for the performance of grant-related activities may be approximated using reasonable and properly documented methods and assigned to the grant.

Specific costs that may be supported by funds awarded under the Tobacco Grant Program are as follows:

Personnel

Salaries, benefits and overtime are allowable expenses. Amounts claimed must be supported by payroll and attendance records.

Travel

Travel that directly supports the applicant's project may be reimbursed using grant funds, with limitations on expenditures for meals, incidentals, lodging and mileage. Travel may be billed and reimbursed only as allowed by the State of California's established travel reimbursement rates in effect as of the date(s) of travel. Please refer to the California Department of Human Resource's website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> for the most current approved travel reimbursement rates.

Travel expenditures that exceed the State's allowable rates will be reimbursed only up to the amount allowed and your invoice will be reduced accordingly. Your agency will be responsible for the balance.

Acceptable documentation for reimbursement of travel expenses includes copies of receipts for meals, lodging, etc., and if applicable, completed agency mileage forms. All receipts must show 'paid' by cash/check or credit card.

Training

Training must be Tobacco Grant related. If the training is not DOJ-sponsored and specifically related to the Tobacco Grant, then prior approval must be sought. To obtain prior approval for training, an agency must submit a flyer with an agenda.

Acceptable documentation for reimbursement of training expenses include copies of receipts and proof of payment (copies of checks or credit card statements).

Equipment

Equipment that directly supports the applicant's project proposal may be purchased using grant funds. Equipment is defined as an item that has a per-unit acquisition cost of \$5,000 or more and a useful life of at least one year.

Acceptable documentation for equipment purchases include copies of receipts and proof of payment (copies of checks or credit card statements).

Supplies

Supplies that directly support the applicant's project proposal may be purchased using grant funds. Supplies are defined as items that have a per-unit cost of less than \$5,000 and may be consumable.

Acceptable documentation for purchases of supplies include copies of receipts and proof of payment (copies of checks or credit card statements).

Supplanting

Pursuant to Revenue and Taxation Code section 30130.57, subdivision (e), grant funds are not to be used to supplant existing state or local funds that were already allocated for the same purpose. If the Department or California State Auditor identifies that your agency has used grant funds to pay for costs that are already funded within your agency's budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes, the Department may pursue remedies for non-compliance.

Restricted Items

Grant funds shall not be used to purchase items that are considered restricted and for personal use. Examples include, but are not limited to, the items on the following list. An item may not appear on this list but if it is determined to be for personal use, the Department will not provide reimbursement or if reimbursement has already occurred, the Department may pursue remedies for non-compliance. If an item appears on this list, or if there is a question about whether an item will be approved for reimbursement, then prior approval from the Tobacco Grant Program should be sought.

- Awards
- Award Certificates
- Frames
- Pictures
- Ribbons
- Balloons
- Calendars (Decorative)
- Cleaning supplies (except with special justification, e.g. forensic lab work)
- Coffee pots
- Coffee supplies

- Plastic eating utensils
- Refreshments for meetings or conferences
- Refrigerators
- Luggage
- Luggage Carriers
- Briefcases
- Personalized products used to advertise an agency and/or programs (e.g., pens, magnets) not specific to anti-smoking/anti-tobacco campaigns. Any products in this category require prior approval from the Tobacco Grant Program
- Portable fans
- Portable heaters
- Hand sanitizers
- Kleenex
- Food/drinks
- Gift cards

ACCESSING AND MANAGING GRANT FUNDS

Invoicing

Invoices must be submitted by mail on a quarterly basis, in arrears. Invoices are due October 15th, January 15th, April 15th, and July 15th). Submit original invoices with all required attachments, plus two complete copies, to:

Department of Justice
 Division of Operations
 Tobacco Grant Program
 PO Box 160187
 Sacramento, CA 95816-0187

A complete invoice package will include:

- The invoice detail sheet, and
- Receipts for all operating expenses claimed.

Modifications

Each agency shall be limited to three preapproved modifications in any twelve-month period.

Changes Requiring Advance Approval

Prior written approval by the Department is required for substantive changes to an approved project or budget. Prior approval for the following types of modifications must be requested, and may be granted, only in writing:

- A revision of the project or scope of work
- Budget changes that involve shifting funding between categories (e.g., moving funds from Personal Services to Operating Expenses and Equipment)
- Extension of grant duration
- Purchase of equipment with a purchase price of over \$5,000 per item not included in the approved budget
- Travel not included in the approved budget
- Contracting out or obtaining the services of a third party not included in the grant agreement
- Withdrawal of a secondary grantee from a project that is part of a joint application
- Use of program income for purposes not in accordance with the grant agreement

Failure to obtain prior approval may result in the Department pursuing remedies for non-compliance. The Department will not reimburse expenditures made in violation of this section.

Minor Changes

Advance approval is not required for changes that do not meet any of the criteria listed above. Minor changes that do not alter the scope of the approved project and do not shift funds from one category to another do not require prior approval.

Extensions

An extension may be requested if your agency needs additional time to fully expend awarded funds. Extension requests must be received prior to the expiration date of the award. Extension requests received after an award expires will not be considered.

Record Maintenance

Your agency must maintain records relating to the application, grant agreement, scope of work, budget, and performance of projects, for the records retention period established by your agency for those types of records or for five years after a grant is closed out, whichever is longer. These records include but are not limited to reports of enforcement activities, educational programs, policy programs; personnel activity records; payroll records; travel claims; receipts; documents showing the calculation or methodology for determining whether funds were supplanted; and documents showing the calculation or methodology for determining administrative costs.

Audits

Grant fund recipients and sub-recipients are subject to audit by both the California State Auditor and the California Department of Justice. In addition to formal audits, the California Department of Justice may conduct site visits with reasonable notice. All documentation related to the receipt

and use of grant funds shall be made open to inspection upon request by the California State Auditor and/or California Department of Justice.

Reports

You will be provided with a link to submit progress reports electronically. Progress reports must be submitted via the link provided on a quarterly basis.

Closing Out

Once your agency's award expires, whether or not funds were fully expended, it must be closed out.

Funding

Funds remaining in your award may be spent after the expiration date only if they were obligated *prior to* the expiration date. Examples include a fully executed purchase order that is pending fulfillment by the vendor, or services that were rendered but not invoiced prior to the expiration date. Unobligated funds may not be expended once the award expires.

Your agency will be asked to submit a final report itemizing the total amount of Tobacco Grant funds expended over the term of the award and the total amount of unobligated funds, if any, that remain upon expiration.

Final Progress Report

Your agency will be asked to submit a final progress report summarizing grant activities completed up to the end of the award.

PART III: DESK PROCEDURES

Major Program Administration and Oversight Activities

Activity	Lead	Major Activities	Time Frame	Documents
Initial Release, Marketing and Outreach				
Release Tobacco Tax Grant RFP	SSMII/SSMI	<ul style="list-style-type: none"> - Post updated RFP and grant eligibility information to AG website - Share RFP with law enforcement community 	30 days	Current year Tobacco Tax Grant RFP
Outreach and Marketing	UC Davis Research Group	<ul style="list-style-type: none"> - Provide data on prior grant effectiveness, usage rates, other information to DOJ 	Ongoing	
	External Affairs Team	<ul style="list-style-type: none"> - Monitor RFPs received and conduct additional outreach to targeted communities 	30 days	Memo from External Affairs
	SSMII	<ul style="list-style-type: none"> - Review data on cigarette tax collections from the California Department of Tax and Fee Administration 	1 wk	
Grant Application Review				
Receive RFPs	SSMI/AGPA	<ul style="list-style-type: none"> - Collect and document RFPs - Perform basic analysis (total requests received, major program 	2 wks	Award Summary Excel Sheet.

		initiative types, total amount requested, average grant request)		
Administrative Review of RFPs	SSMI/Associate Govt Program Analyst	- Review proposals for eligibility using the Administrative Review Checklist	1 wk	Administrative Review Checklist
Merit Panel Review of RFPs	Merit Review Panel (DOJ Policy Director, DLE Assistant Chief, DOJ Budget Analyst, Tobacco Litigation & Enforcement SAAG)	- Merit review panel receives eligible applications - Merit review panel reviews each application and scores it using the Prop 56 benchmarks, documented on the Proposal Rubric Sheet - Merit review panel also reviews grants to ensure that proposals are reflective of the needs of the applicants, balance grant size with specific and overall community needs and characteristics	2 wks	Prop 56 Benchmarks Proposal Rubric Sheet
Document Award Decisions and Rationale	SSMII/SSMI DAG	- Merit review panel finalizes awards - Merit review panel, SSM and	2 wks	Grant Summary Memo

		<p>DAG meet to review award decisions, review for geographic distribution, potential impact, other factors</p> <ul style="list-style-type: none"> - DAG summarizes grant award decisions and rationale for each grant - Update budget sheets to reflect final awards - Regroup with Merit review panel for outstanding issues/concerns. 		
Notification of Award, Denial, or Disqualification	SSMI/Associate Govt Program Analyst - Grant Administrators	<ul style="list-style-type: none"> - Staff will send hard copy letters to all applicants with the outcome of their application. - Successful applicants need to sign and return a Letter of Intent. 	1 wk	Letter of Intent MOU
Appeal of Grant Denials/Application Disqualifications				See Grantee Handbook p.XX
Records Retention				See Grantee Handbook p.XX
Grant Management, Monitoring, & Oversight				
Create Agency Case Files	Grant Administrator	<ul style="list-style-type: none"> - Grant administrator 		Grant Award Letter File Checklist Govt TIN form

		creates hard copy case file for each grantee		Gov Body Resolution
Invoice Processing	Grant Administrator DOJ Accounting	<ul style="list-style-type: none"> - Monitor receipt of monthly invoices from grantees - Receive, review, and process invoices - Forward to Accounts Payable for processing 		<i>Invoice processing procedure</i> <i>Invoice processing checklist</i> <i>Grant Activity Log</i> <i>Reimbursement Memo</i>
Budget and Program Modifications	Grant Administrator	<ul style="list-style-type: none"> - Document budget and program changes - Notify Accounting of budget and program changes 		Grant/Contract Budget Modification Cover Memo Grant Modification Template Budget Template

Create and Maintain Files

Upon approval of the grant application, grant administrators create an agency file that contains the following:

- Final executed MOU
- Completed Government TIN Form

To ensure that the grantee administers the grant according to DOJ guidelines, the grant administrator shares the following with each grantee:

- Grantee Workbook (excel file)
- Handbook

Invoicing

Unless otherwise specified, grantees must invoice the Department for costs incurred on a quarterly basis, due by the 15th of the following month. Grant administrators provide grantees with a spreadsheet template for each month's invoice, grant amount, and budget. Grantees must also submit documentation to support their invoices. Agencies were previously required to submit invoices on a monthly basis, but some requested to process on a quarterly or semi-annual basis, depending on the project. Document these changes in the agency file.

Grant administrators process invoices and update grant balances and activities as follows:

Invoice Review, Approval, and Payment

When an invoice is reviewed, the grant administrator:

- 1) Stamps the invoice on the date received and logs the date on the invoice tracking sheet for each billing/budget section, as applicable.
- 2) Verifies totals and validate receipts, , and other submitted documentation to substantiate requests for reimbursement
- 3) Verifies charges are consistent with grant agreement
- 4) Calculates remaining totals
- 5) Adjusts total balances with cuts or augmentations as appropriate
- 6) Notifies the agency of the new totals via email, including:
 - a. Copy of the invoice
 - b. Updated budget (each line item)
- 7) Updates internal logs with the new updated total
- 8) Creates the reimbursement memo page and submit to manager for approval
- 9) Manger reviews and approves
- 10) Sends reimbursement package to Accounts Payable via interoffice mail. The package includes:
 - a. Reimbursement Memo

- b. Invoice
 - c. Invoice detail (if applicable)
 - d. Copy of MOU
 - e. Budget Sheet (if applicable)
 - f. Grant Modifications (if applicable)
 - g. Government TIN form (if applicable)
- 11) Log date reimbursement memo sent to accounting

Grant Modifications

The grant administrator may encounter, in their review, a need for a grant modification. Grant modifications are required in the following cases:

- Claim cuts
 - Insufficient funds in budget, by line item or category
 - Unbudgeted or unallowable expenses
 - Personnel billing is not consistent with MOU and original budget (e.g. agency hires an officer instead of a sergeant to perform grant tasks)
- Funds rollover at the end of a fiscal year
- Agency- initiated program and budget changes (e.g. agency switches from sworn officers to external contractors)
- Additional travel and training

To process a grant modification, the grant administrator:

- Prepares an updated budget form
- Sends the new budget detail form to agency via email
- Logs the grant modification in the Grant Log.
- Scans all items and saves in the corresponding agency folder on the I drive.

Progress Reports

Progress reports are due on a quarterly basis, regardless of grant project activity or expenditures.

- Grant administrators notify the agency of an upcoming progress report 2 weeks prior to due date (15th of the month).
- Grant administrators review year-to-date expenditures alongside project timelines and the amounts expended to assess project implementation and effectiveness. They also evaluate the progress report for narrative and activity data for comparison against the agency's approved projects.
- Grant administrators follow up with client agencies as needed when productivity issues arise.
- If grant administrators are unable to make progress with an agency, and productivity continues to fail, the administrator will elevate their concerns to DOJ management.



STAFF REPORT

ITEM NO. 14.A.

DATE: March 23, 2020
TO: MAYOR AND CITY COUNCIL
FROM: STEVEN L. FLOWER, INTERIM CITY ATTORNEY
PREPARED BY: STEVEN L. FLOWER, INTERIM CITY ATTORNEY
SUBJECT: APPROVAL OF A CITY MANAGER EMPLOYMENT AGREEMENT WITH ROSEMARY HOERNING

RECOMMENDED ACTION

It is recommended that the City Council approve City Manager Employment Agreement with Rosemary Hoerning.

GOAL STATEMENT

The proposed action supports the City's goal to ensure continuity in the leadership of the City and proper oversight of the City's functions and employees.

BACKGROUND

On June 24, 2019, the City Council approved an employment agreement ("Interim Agreement") with Rosemary Hoerning for an initial six-month term as the City's Interim City Manager. On January 13, 2020, the City Council approved an amendment to the Interim Agreement to extend its term for an additional six months.

On February 10, 2020, the City Council appointed Ms. Hoerning to be the permanent City Manager, pending the Council's final approval of a new employment agreement.

The City Attorney negotiated the proposed Employment Agreement based on direction from the City Council, and Ms. Hoerning has accepted its terms.

ISSUES/ANALYSIS

The terms of the Employment Agreement include the following:

- Monthly salary of \$19,166.67, which is the equivalent of an annual salary of \$230,000.04;

- Car allowance, benefits, and leave accrual commensurate with that provided to executive management staff;
- Additional deferred compensation contribution of \$7,200 per year.

The Employment Agreement would have a three-year term, effective from the date of Ms. Hoerning's appointment as the permanent City Manager, February 10, 2020, which would automatically renew for an additional three years unless either party gives 90-days' notice. In the event that the City terminates Ms. Hoerning's employment without cause before the end of the term, she would be entitled to six months' severance.

Under Section 54953(c)(3) of the Government Code, the City Council must make/deliver an oral summary report during an open public meeting of a recommendation for a final action on the City's Manager's salary or compensation paid in the form of fringe benefits prior to taking any such final action. This may be done by adopting the oral summary to be provided at the Council meeting.

If the City Council wishes to approve the Employment Agreement and provide the required summary of compensation and benefits, an appropriate motion would be:

"I move to adopt the City Attorney's oral summary of the City Manager's salary and compensation and to approve the City Manager's Employment Agreement."

FISCAL IMPACTS

A total of \$351,946 was budgeted for the City Manager's salary and benefits for the 2019-2020 Fiscal Year. The annual salary listed in the agreement is \$230,000 plus benefits. The total expense for the fiscal year will not exceed the budgeted amount of \$351,946; therefore, no additional appropriation is necessary.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

City Manager Employment Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of the 23rd day of March 2020, by and between the CITY OF UPLAND, a California Municipal Corporation (“City”), and ROSEMARY HOERNING (“Employee”), who may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

- (a) The City requires the services of a City Manager.
- (b) Employee has the necessary education, experience, skills and expertise to serve as the City’s City Manager and has served as the City’s Acting/Interim City Manager since May 13, 2019.
- (c) The City Council of the City desires to employ Employee to serve as the City Manager of the City, and Employee desires to accept an at-will employment as the City Manager of the City.
- (d) The Parties mutually desire to establish the terms and conditions for Employee’s employment as City’s City Manager, including Employee’s compensation, benefits, and conditions of employment, as set forth in this Agreement.

AGREEMENT

In consideration of the Recitals set forth above and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

1. Employment.

- (a) This City hereby employs Employee as the City Manager, and Employee hereby accepts such employment.
- (b) During employment under this Agreement, Employee agrees to remain an exclusive employee of the City. Employee agrees not to accept, nor become employed by any other employer until her resignation or termination date.

2. Term of Employment.

- (a) **Initial Term** The Initial Term of this Agreement shall be deemed to have commenced on February 10, 2020 (“Effective Date”), which is when the City Council announced her appointment, subject to the joint execution of this Agreement, and it shall continue for a period of three (3) years, to end February 10, 2023 unless terminated at an earlier date as provided for in this Agreement and Chapter 2.04 of the Upland Municipal Code.
- (b) **Second Term** This Agreement shall automatically renew of a Second Term of three (3) years subject to the same terms and conditions unless City or Employee has given the other

party written notice to the contrary at least ninety (90) days before the end of the Initial Term.

3. Duties.

- (a) Employee shall perform all of the duties of the City Manager as set forth in the Upland Municipal Code (the “Municipal Code”), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. Employee shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.
- (b) Employee shall also serve as Executive Director of the City’s Redevelopment Successor Agency to perform the functions and duties of the City Manager and Executive Director as specified in City’s Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee’s full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect.
- (c) The City Council may also designate Employee as the chief executive of other City-related legal entities. Such other legal entities could include financing authorities, and joint powers authorities.

4. Hours of Work.

Employee shall maintain a regular work schedule consistent with that approved by the City Council for other management employees of the City. Employee’s duties may involve expenditures of time in excess of ten (10) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

5. Disability or Inability to Perform.

In the event Employee becomes mentally or physically incapable of performing Employee’s functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate Employee. If the City Council does elect to terminate Employee due to incapacity, Employee shall receive severance benefits provided in Subsection 15(C) below.

6. ICMA Code of Ethics.

Employee shall comply with the International City/County Management Association (“ICMA”) Code of Ethics as set forth in Exhibit A to this Agreement, which is hereby incorporated by this reference as though set forth in full; provided that the guideline under Item 7 of the Code addressing Elections will only apply to City of Upland elections.

5. Residency.

Employee shall not be required to live in the City of Upland.

6. Bonding.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

7. Salary.

City shall pay Employee for the performance of Employee's duties as City Manager a monthly base salary of \$19,166.67, which shall be paid at the same intervals and in the same manner as other City employees. Employee shall receive a 2% cost of living increase effective June 28, 2021. Whenever thereafter the City executive management employees or other employment unit receives a cost of living adjustment or other non-merit-based pay increase, the City Council shall consider making a similar adjustment to Employee's Base Salary. No amendment to this Agreement shall be required for such an adjustment provided it is approved by a resolution adopted by the City Council pursuant to the Municipal Code.

8. Car Allowance.

Employee shall have the use of a City vehicle for her use in performing her obligations established in this Agreement or receive a monthly car allowance consistent with the established car allowance for executive staff members.

9. Benefits.

To the extent benefits are not specifically addressed in the Agreement, the Employee shall be eligible to receive all benefits as they are normally provided to all City Executive Management Employees and referenced as "Executive Group Benefit Summary." In addition to executive group benefits, the City shall contribute an additional \$7,200 per year to Employee deferred compensation plan.

10. Leave Accrual.

The parties agree Employee may accumulate vacation, sick leave and holiday hours in an amount above the maximum allowable as established in the Executive Group Benefit Summary (maximum limit(s) shall not be imposed). Upon employment separation Employee shall be permitted to cash out all accrued balances.

11. General Expenses and Business Equipment.

City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

12. Official and Professional Development Expenses.

City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities, International City/County Management Association, American Society for Public Administration, and California City Management Foundation. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts in the annual City budget for official and professional development expenses and travel costs.

13. Indemnification.

- (a) In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825, *et seq.*) and Government Code Sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequences of the discharge of Employee's duties on the City's behalf for the period of Employee's employment.
- (b) In the event that Employee shall serve as the chief executive of other City-related legal entities as provided in this Agreement, then City's indemnification of Employee shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold Employee harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section 13.
- (c) Without limiting the application of Subsection 13(b), nothing in this agreement shall expand the City's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, *et seq.*) and Government Code Sections 995-996.5. Further, in the event City provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

14. Other Terms and Conditions of Employment.

- (a) The City Council shall conduct an annual performance review of Employee during August of each year according to such criteria as the City Council may designate for that purpose; provided that nothing in this Agreement shall prevent the City Council from also conducting a performance review of Employee at any other time or manner as allowed by law.
- (b) The City Council may from time to time change other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law.

- (c) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. Employee is an at-will employee serving at the pleasure of the City Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

15. Removal.

- (a) Employee is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506 and the Municipal Code. The Parties agree it is in their mutual interest that Employee's removal be done in a businesslike manner.
- (b) Subject to the requirements of the Municipal Code, the City Council may remove Employee from office, with or without cause, by a majority vote of its members at any time except as provided in Subsections 15(d) and (e) below. This Agreement shall terminate upon the effective date of Employee's removal.
- (c) If the City Council removes Employee from office without cause, as defined in Subsection 15(e) below, City shall pay Employee a severance equal to Employee's six (6) months base salary plus benefits and all accrued leave.
- (d) The City Council shall not remove Employee from office without cause during or within a period of ninety (90) days before a City Council election or ninety (90) days after the date when any member of the City Council takes the oath required to commence any term of office. The purpose of this provision is to insure outgoing and incoming Councils do not alter the City Manager position and new City Council have an opportunity to observe the actions and abilities of Employee in the performance of the powers and duties of the office.
- (e) Employee may be removed for cause at any time for cause upon any of the following grounds:
 - 1. Incompetency such as failure to comply with the minimum standards for Employee's position for a significant period of time.
 - 2. Neglect of duty, such as failure to timely perform the duties required of Employee's position.
 - 3. Dishonesty involving employment.
 - 4. Being under the influence of alcohol or intoxicating drugs while on duty.
 - 5. Addiction to or habitual use of alcoholic beverages, narcotics or any habit-forming non-prescription drug which renders it more difficult for Employee to deliver public service.

6. Absence without leave.
 7. Conviction of a crime or conduct constituting a violation of state law which renders it more difficult for Employee to deliver public service.
 8. Improper or unauthorized use of City property.
 9. Employee's failure to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.
 10. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to employee for actions performed in the normal course of Employee's assigned duties.
 11. Falsification of any City report or record or of any report or record required to be, or filed, by Employee.
 12. A breach of Employee's employment agreement.
- (f) In the event the City removes Employee from office for cause, Employee shall not be entitled to any severance benefits provided by Subsection 15(c) and shall be entitled to only the compensation accrued up to the date of removal and such other termination benefits and payments as may be required by law.

16. Resignation or Retirement.

Employee may resign at any time and agrees to give the City at least 30 days' advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall use her best efforts to provide City at least three months' advance notice. Employee's actual retirement date will be mutually established. This Agreement shall terminate upon the effective date of Employee's resignation or retirement.

17. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a written amendment signed by Employee, approved by the City Council, and executed on behalf of the City.
- (b) If any provision of any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

- (c) Notice to City shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Upland
460 N. Euclid Avenue
Upland, CA. 91786

Notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City’s personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the foregoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to give City not less than 30 calendar days’ written notice of her resignation. The City also agrees to provide Employee written notice of intent to terminate this Agreement not less than 30 calendar days of the effective date of her termination.

- (d) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.
- (e) This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Bernardino County, California.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

CITY OF UPLAND

Rosemary Hoerning
CITY MANAGER

Debbie Stone
MAYOR

Approved as to form:

ATTEST:

Steven L. Flower
INTERIM CITY ATTORNEY

Keri Johnson
CITY CLERK

**Exhibit A
To City Manager Employment Agreement**

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in October 2019.