



CITY OF GRAND TERRACE

City Council

AGENDA • July 14, 2026

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

COMMENTS FROM THE PUBLIC

The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete a Request to Speak card located at the front entrance and provide it to the City Clerk. Speakers will be called upon by the Mayor at the appropriate time and each person is allowed three (3) minutes speaking time.

Members of the public who wish to participate in the meeting and speak on an agenda item may do so via Zoom or by telephone. Access the meeting using the [Zoom link](#) or dial the telephone number listed below. Participants will be placed in a virtual waiting room and remain muted until it is their turn to speak.

Meeting ID: 879 3340 3983

Passcode: 134177

+1 669 444 9171

The City wants you to know that you can also submit your comments by email to ccpubliccomment@grandterrace-ca.gov. To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 5:00 p.m.; or if you are unable to email, please call the City Clerk's Office at (909) 954-5207 by 5:00 p.m.

If you wish to have your comments read to the City Council during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. Comments that you want read to the City Council will be subject to the three (3) minute time limitation (approximately 350 words). Written public comments are available at the City Clerk's office.

Pursuant to the provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 1st Floor Lobby Area and 2nd Floor Reception Area during regular business hours and on the City's website www.grandterrace-ca.gov. For further information regarding agenda items, please contact the office of the City Clerk at (909) 954-5207, or via e-mail at dalcocer@grandterrace-ca.gov.

Any documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office at City Hall located at 22795 Barton Road during normal business hours. In addition, such documents will be posted on the City's website at www.grandterrace-ca.gov.

AMERICANS WITH DISABILITIES ACT

Tuesday, July 14, 2026

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, (909) 954-5207 at least 48 hours prior to the advertised starting time of the meeting. This will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible [28 CFR 34.102.104 ADA Title II].

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances.

ROLL CALL

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

B. PUBLIC COMMENT

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda, but may briefly respond to statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendaized for a future meeting.

C. SPECIAL PRESENTATIONS - NONE

D. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and noncontroversial. They will be acted upon by the City Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent calendar for discussion.

- 1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda
- 2) Approval of Minutes - Regular Meeting - June 23, 2026

DEPARTMENT: City Clerk

- 3) Review of Local Conflict of Interest Code to Comply with the Political Reform Act

RECOMMENDATION: DIRECT STAFF TO REVIEW THE CITY'S CONFLICT OF INTEREST CODE FOR AMENDMENTS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE 2026 LOCAL AGENCY BIENNIAL REVIEW NOTICE INDICATING WHETHER AMENDMENTS ARE REQUIRED AND SUBMIT IT TO THE CITY COUNCIL NO LATER THAN OCTOBER 1, 2026

DEPARTMENT: City Clerk

- 4) Award Construction Contract to California Professional Engineering, Inc., and Inspection Services Contract to Willdan for CIP 2026-T Traffic Signals

RECOMMENDATION: FIND THAT CAPITAL IMPROVEMENT PROJECT, TRAFFIC SIGNALS IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C), AND AUTHORIZE THE PREPARATION AND FILING OF A NOTICE OF EXEMPTION, AS APPLICABLE; AND

AWARD A CONSTRUCTION CONTRACT FOR CIP 2026-T TRAFFIC SIGNALS TO CALIFORNIA PROFESSIONAL ENGINEERING, INC., BASED ON THE BASE BID, AND APPROVE A PUBLIC WORKS AGREEMENT IN THE AMOUNT OF \$861,782.20, PLUS A 10% CONTINGENCY IN THE AMOUNT OF \$86,178.22; AND

AWARD A CONTRACT TO WILLDAN ENGINEERING FOR INSPECTION SERVICES RELATED TO TRAFFIC SIGNALS, IN THE AMOUNT OF \$72,480, PLUS A 10% CONTINGENCY IN THE AMOUNT OF \$7,248.00, AND APPROVE THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE BOTH AGREEMENTS, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

DEPARTMENT: Public Works

E. PUBLIC HEARINGS

- 5) Public Hearing for Delinquent Refuse and Sewer User Fees for Collection on the County Property Tax Roll

RECOMMENDATION: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE PRELIMINARY REPORTS OF DELINQUENT REFUSE AND SEWER USER FEES, AUTHORIZING ADMINISTRATIVE MODIFICATIONS PRIOR TO CERTIFICATION, AND DIRECTING SUBMITTAL OF THE FINAL DELINQUENT CHARGES TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PLACEMENT ON THE FISCAL YEAR 2026-2027 PROPERTY TAX ROLL; AND

APPROVE THE AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR AND THE CITY OF GRAND TERRACE FOR THE PLACEMENT AND COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS ON THE COUNTY PROPERTY TAX ROLL FOR A TERM COMMENCING JULY 14, 2026, AND ENDING JUNE 30, 2031; AND

APPROVE THE AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR AND THE GRAND TERRACE SEWER DISTRICT FOR THE PLACEMENT AND COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS ON THE COUNTY PROPERTY TAX ROLL FOR A TERM COMMENCING JULY 14, 2026, AND ENDING JUNE 30, 2031.

DEPARTMENT: Public Works

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS - NONE

H. FUTURE AGENDA ITEMS

At this time, the City Council may propose items for discussion and/or action at a future duly agendized City Council meeting. A consensus of a majority of the quorum is required to place an item on a future agenda.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown
Council Member Jeff Allen
Council Member Doug Wilson
Mayor Pro Tem Michelle Sabino
Mayor Bill Hussey

J. COMMUNICATIONS FROM THE CITY MANAGER, SHERIFFS' DEPARTMENT, AND FIRE DEPARTMENT

City Manager Konrad Bolowich
Lieutenant Kevin Fries
Assistant Fire Chief Gary Jager

K. CLOSED SESSION - NONE

L. ADJOURN

The next Regular City Council Meeting will be held on July 28, 2026, at 6:00 PM. Any request to have an item placed on a future agenda must be made in writing and submitted to the City Clerk's office.



CITY OF GRAND TERRACE

City Council

MINUTES • June 23, 2026

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

CALL TO ORDER

Mayor Bill Hussey convened the Regular Meeting of the City Council for Tuesday, June 23, 2026, at 6:00 PM. The Mayor also announced that tonight's meeting will be closed in honor of Grand Terrace Resident Donald Bennett.

INVOCATION

The Invocation was given by Pastor John Pettit from Immanuel Baptist Temple in Riverside.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mia Perez, Grand Terrace Resident and Miss Grand Terrace Teen USA.

AB 2449 DISCLOSURES

None.

ROLL CALL

Present:	Mayor Bill Hussey Mayor Pro Tem Michelle Sabino Council Member Doug Wilson Council Member Jeff Allen Council Member Matt Brown
Absent:	City Attorney Adrian Guerra

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

Konrad Bolowich, City Manager, pulled Consent Calendar Item No. 10 for review and consideration.

B. PUBLIC COMMENT

Toni Rosales, Field Representative with the Office of Assemblywoman Leticia Castillo provided a legislative update and announced a backpack giveaway hosted by Living Word Church on July 25, 2026.

Jason Greeley, Grand Terrace Resident, thanked the City Council for the opportunity to serve on the Historical & Cultural Activities Committee.

C. SPECIAL PRESENTATIONS

Tom Ryan, Principal with Q3 Consulting, provided a [PowerPoint](#) Presentation on the Grand Terrace Storm Drain Master Plan.

D. CONSENT CALENDAR

Mayo Hussey announced that Consent Calendar Item No. 10 will be removed for discussion. The Mayor also verbally recused himself from items No. 6 and 8.

PUBLIC COMMENT

Jason Greeley, Grand Terrace Resident, thanked the City Council for the opportunity to serve on the Historical & Cultural Activities Committee.

Daysi Alcocer, City Clerk, announced an update to the meeting minutes for June 9, 2026, which include additional comments provided by Council Member Wilson for review.

Council Member Allen motioned to approve Consent Calendar Items No. 1-9 and 11-13, seconded by Council Member Brown.

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Allen
SECONDER:	Council Member Brown
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Allen, Council Member Brown
NAYS:	None

- 1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda
- 2) Approval of Minutes - Regular Meeting - June 9, 2026
- 3) Adoption of the Updated Records Retention Schedule and Authorization for Destruction of Eligible Records
- 4) Appointments to the Historical & Cultural Activities Committee
- 5) Approval of the April-2026 Check Register in the Amount of \$936,819.52.
- 6) Approve Check #83548 to Mayor Hussey in the amount of \$419.20 from the April 2026 Check Register
- 7) Approval of the May-2026 Check Register in the Amount of \$616,428.31.

- 8) Approve Check #83643 to Mayor Hussey in the amount of \$419.20 from the May 2026 Check Register
- 9) GANN Limit
- 10) SB 1 Project List Adoption for FY 2026-27

Council Member Brown and Council Member Wilson recused themselves from Consent Calendar No. 10 due to a conflict of interest.

RESULT:	APPROVED 3 TO 0
MOVER:	Mayor Hussey
SECONDER:	Mayor Pro Tem Sabino
AYES:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Allen
ABSTAIN:	None
NAYS:	None

Council Member Brown and Council Member Wilson returned to the dais following the conclusion of the item.

- 11) Acceptance of the Storm Drain Master Plan
- 12) Approval of On-Call Planning and Environmental Review Consultant Lists and Professional Services Agreements
- 13) Authorization to Execute a Business Associate Agreement and Broker of Record with Keenan & Associates

E. PUBLIC HEARINGS

- 14) First Reading & Introduction of an Ordinance approving Zone Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-03 and a Resolution approving General Plan Amendment (GPA) 26-02.

Hannah Kreitman, Project Manager with Michael Baker International, provided the [PowerPoint](#) Presentation for this item.

Mayor Hussey opened the Public Hearing at 6:59 p.m.

PUBLIC COMMENT

Nidal Rafeedie, Grand Terrace Resident, provided a comment on this item.
 Sandy Campbell, Grand Terrace Resident, provided a comment on this item.
 Angela Rothschild, Grand Terrace Resident, provided a comment on this item and submitted her written statement to the City Clerk.
 Hugo Cortez, Grand Terrace Resident, provided a comment on this item.
 Victor Valencia, Grand Terrace Resident, provided a comment on this item.
 Juan Delgado, Grand Terrace Resident, provided a comment on this item.
 Mario Gomez, Grand Terrace Resident, provided a comment on this item.

Johan Gallo, Grand Terrace Resident, provided a comment on this item.
Patrick Bungard, Grand Terrace Resident, provided an email comment on this item.

Mayor Hussey closed the Public Hearing at 7:24 p.m.

RESULT:	APPROVED 3 TO 1
MOVER:	Mayor Hussey
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Council Member Wilson, Council Member Allen
ABSTAIN:	Mayor Pro Tem Michelle Sabino
NAYS:	Council Member Brown

The Mayor recessed the meeting for a short break at 7:42pm.
The Mayor reconvened the meeting at 7:52pm.

F. UNFINISHED BUSINESS – NONE

G. NEW BUSINESS – NONE

H. FUTURE AGENDA ITEMS

None.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown had nothing to report.

Council Member Jeff Allen reported on the following:

- Attended Chamber of Commerce Meeting on June 10, 2026
- Attended the San Bernardino County Homeless Partnership Central Valley Regional Steering Committee Special Meeting on June 10, 2026

Council Member Doug Wilson reported on the following:

- Shared his participation with the Historical & Cultural Activities Committee in digitizing historical records for the Grand Terrace book, also utilizing outside sources, and looking forward to working with Grand Terrace news

Mayor Pro Tem Michelle Sabino had nothing to report.

Mayor Bill Hussey reported on the following:

- Wished everyone a Happy Fourth of July

J. COMMUNICATIONS FROM THE CITY MANAGER, SHERIFFS' DEPARTMENT, AND FIRE DEPARTMENT

City Manager Konrad Bolowich had nothing to report.

SHERIFF DEPARTMENT COMMUNICATIONS

Lieutenant Fries reported on the following:

- Discussed joint operations with Fire and Code Enforcement for this Fourth of July weekend for patrol in the City.

FIRE DEPARTMENT COMMUNICATIONS

Assistant Fire Chief Jager reported on the following:

- Provided information on the active patrols between the County and the City to provide extra resources

K. CLOSED SESSION - NONE

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 8:02 p.m. in honor of long-time Grand Terrace Resident Donald Bennett, husband of Hanni Bennett, and provided a short prayer.

Bill Hussey, Mayor

Daysi Alcocer, City Clerk



AGENDA REPORT

MEETING DATE: July 14, 2026

TITLE: Review of Local Conflict of Interest Code to Comply with the Political Reform Act

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **DIRECT STAFF TO REVIEW THE CITY'S CONFLICT OF INTEREST CODE FOR AMENDMENTS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE 2026 LOCAL AGENCY BIENNIAL REVIEW NOTICE INDICATING WHETHER AMENDMENTS ARE REQUIRED AND SUBMIT IT TO THE CITY COUNCIL NO LATER THAN OCTOBER 1, 2026**

2030 VISION STATEMENT:

This staff reports supports Goal No. 5 in that the Conflict of Interest Code promotes transparency within the organization and community

BACKGROUND:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. The City last reviewed its local conflict of interest code in July 2024.

DISCUSSION:

The Political Reform Act (California Government Code § 87306.5) requires every local government agency to establish a local conflict of interest code. A local conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their annual Statement of Economic Interests (Form 700).

The Political Reform Act requires every local government agency to review its conflict of interest code biennially (each even-numbered year). The purpose of the review is to determine whether the designated positions and reporting categories remain accurate or, alternatively, if amendments are required. The code reviewing body (the City Council) must direct its jurisdiction (i.e. City staff) to review its local code and, by October 1, 2026, a Local Agency Biennial Notice must be filed with the code reviewing body (City Council) indicating whether any amendments are necessary.

It would be appropriate at this time to direct City staff to review the local code and submit a notice to the City Council by October 1, 2026, identifying whether amendments are required or that no amendments are necessary. If amendments to the City's code are necessary, the notice must be forwarded to the City Council for approval within 90 days of submission.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.

2026 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

Include new positions

Revise disclosure categories

Revise the titles of existing positions

Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions

Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(*PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE*)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



AGENDA REPORT

MEETING DATE: July 14, 2026

TITLE: Award Construction Contract to California Professional Engineering, Inc., and Inspection Services Contract to Willdan for CIP 2026-T Traffic Signals

PRESENTED BY: Kamran Dadbeh, City Engineer

RECOMMENDATION: **FIND THAT CAPITAL IMPROVEMENT PROJECT, TRAFFIC SIGNALS IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C), AND AUTHORIZE THE PREPARATION AND FILING OF A NOTICE OF EXEMPTION, AS APPLICABLE; AND**

AWARD A CONSTRUCTION CONTRACT FOR CIP 2026-T TRAFFIC SIGNALS TO CALIFORNIA PROFESSIONAL ENGINEERING, INC., BASED ON THE BASE BID, AND APPROVE A PUBLIC WORKS AGREEMENT IN THE AMOUNT OF \$861,782.20, PLUS A 10% CONTINGENCY IN THE AMOUNT OF \$86,178.22; AND

AWARD A CONTRACT TO WILLDAN ENGINEERING FOR INSPECTION SERVICES RELATED TO TRAFFIC SIGNALS, IN THE AMOUNT OF \$72,480, PLUS A 10% CONTINGENCY IN THE AMOUNT OF \$7,248.00, AND APPROVE THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE BOTH AGREEMENTS, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

2030 VISION STATEMENT:

This staff report supports Goal #2: "Maintain Public Safety" of the 2030 Vision by investing in public infrastructure improvements that enhance community safety and accessibility.

BACKGROUND:

A bid package for CIP Traffic Signals was prepared and advertised for bidding on February 9, 2026. The bid submission period closed on March 9, 2026, and four bids were received through the formal bid process.

DISCUSSION:

The project consists of the installation of traffic signals at the following intersections:

- Mt. Vernon Avenue and Van Buren Street
- Mt. Vernon Avenue and Pico Street

Bids were accepted until 10:00 a.m. on March 9, 2026. The City Clerk received the following timely bids:

- California Professional Engineering, Inc.: \$861,782.20

- PTM General Engineering: \$870,877.00
- Crosstown Electrical: \$879,132.00
- DBX: \$946,465.00

In addition, staff solicited a proposal from Willdan for construction inspection services related to the project. Willdan submitted a proposal in the amount of \$72,480.00.

Based on the bid results and the inspection services proposal, staff recommends awarding the construction contract to California Professional Engineering, Inc., the lowest responsive and responsible bidder, and awarding the inspection services contract to Willdan. Staff requests City Council concurrence with this recommendation.

ENVIRONMENTAL IMPACT:

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c), which exempts the repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of existing use. Accordingly, the project is not expected to have a significant effect on the environment.

FISCAL IMPACT:

The total project cost, including the \$861,782.20 construction contract with California Professional Engineering, Inc. and the \$72,480.00 inspection services contract with Willdan, will be covered by reserves from Fund 25 - Spring Mountain Ranch, ensuring completion of the traffic signal project as outlined in the bid package. Expenditures will be accounted for in Account No. 46-900-321-000-000 and are included in the FY 2026-27 Budget.

CITY OF GRAND TERRACE **AGREEMENT FOR CONSTRUCTION CONTRACT SERVICES FOR** **TRAFFIC SIGNALS PROJECT**

This “CITY OF GRAND TERRACE AGREEMENT FOR CONTRACT SERVICES FOR CONSTRUCTION SERVICES FOR THE “**TRAFFIC SIGNALS PROJECT 2026-T**” (herein “Agreement”) is made and entered into this ____ day of July 2026, by and between the CITY OF GRAND TERRACE, a California municipal corporation (“City”) and California Professional Engineering, Inc., a California corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

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

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum

contract amount of Eight Hundred Sixty One Thousand Seven Hundred Eighty Two Dollars and Twenty Cents (\$861,782.20) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Van Nguyen is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order

shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover

damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Grand Terrace, 22795 Barton Rd, Grand Terrace, CA 92313, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

City of Grand Terrace, a municipal corporation

Konrad Bolowich, City Manager

ATTEST:

Daisy Alcocer, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONTRACTOR:

California Professional Engineering, Inc., a
California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 19062 San Jose Ave. La Puente,
CA 91748

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL		_____
☐ CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
☐ PARTNER(S)	☐ LIMITED	_____
	☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT		_____
☐ TRUSTEE(S)		DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR		
☐ OTHER _____		
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Construction and Installation of Traffic Signals at:

- **Mt Vernon Ave. and Van Buren St.**
- **Mt Vernon Ave. and Pico St.**

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. The total compensation for the Services shall not exceed \$861,782.20 as provided in Section 2.1 of this Agreement.**
- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform and complete all Services within 60 days from the date of Notice to Proceed issued by the Contract Officer.**

**CITY OF GRAND TERRACE
AGREEMENT FOR CONTRACT SERVICES FOR
INSPECTION SERVICES FOR THE
TRAFFIC SIGNALS PROJECT**

This “CITY OF GRAND TERRACE AGREEMENT FOR CONTRACT SERVICES FOR INSPECTION SERVICES FOR THE “**TRAFFIC SIGNALS PROJECT**” (herein “Agreement”) is made and entered into this ____ day of July 2026, by and between the CITY OF GRAND TERRACE, a California municipal corporation (“City”) and Willdan Engineering, a California corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

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

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum

contract amount of Seventy Two Thousand Four Hundred Eighty Dollars (\$72,480.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Chris Baca is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order

shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover

damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Grand Terrace, 22795 Barton Rd, Grand Terrace, CA 92313, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

City of Grand Terrace, a municipal corporation

Konrad Bolowich, City Manager

ATTEST:

Debra Thomas, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Willdan Engineering, a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 13191 Crossroads Parkway North, Suite
405, Industry, CA 91746

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL		_____
☐ CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
☐ PARTNER(S)	☐ LIMITED	_____
	☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT		
☐ TRUSTEE(S)		_____
☐ GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
☐ OTHER _____		

SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Inspector will provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
9. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
10. Conduct daily measurements of quantities of work with the contractor.
11. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
12. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
13. Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.

14. Ensure contractor restores centerline ties and provides updated centerline tie-out notes, if any are disturbed.
15. Ensure compliance of Underground Service Alert notification/delineation.
16. Evaluate the contractor's operation and production with respect to quality and progress and report to the construction manager.
17. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
18. Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
19. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
20. Prepare and maintain detailed daily diary inspector reports on construction progress.
21. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
22. Assist with the review and evaluation of change order work.
23. Provide complete measurements and calculations documentation to administer progress payments.
24. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
25. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. The total compensation for the Services shall not exceed \$72,480.00 as provided in Section 2.1 of this Agreement.**
- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform and complete all Services within 60 days from the date of Notice to Proceed issued by the Contract Officer.**



AGENDA REPORT

MEETING DATE: July 14, 2026

TITLE: Public Hearing for Delinquent Refuse and Sewer User Fees for Collection on the County Property Tax Roll

PRESENTED BY: Shanita Tillman, Senior Management Analyst to Grants & Government Affairs Manager

RECOMMENDATION: **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE PRELIMINARY REPORTS OF DELINQUENT REFUSE AND SEWER USER FEES, AUTHORIZING ADMINISTRATIVE MODIFICATIONS PRIOR TO CERTIFICATION, AND DIRECTING SUBMITTAL OF THE FINAL DELINQUENT CHARGES TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PLACEMENT ON THE FISCAL YEAR 2026-2027 PROPERTY TAX ROLL; AND**

APPROVE THE AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR AND THE CITY OF GRAND TERRACE FOR THE PLACEMENT AND COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS ON THE COUNTY PROPERTY TAX ROLL FOR A TERM COMMENCING JULY 14, 2026, AND ENDING JUNE 30, 2031; AND

APPROVE THE AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR AND THE GRAND TERRACE SEWER DISTRICT FOR THE PLACEMENT AND COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS ON THE COUNTY PROPERTY TAX ROLL FOR A TERM COMMENCING JULY 14, 2026, AND ENDING JUNE 30, 2031.

2030 VISION STATEMENT:

This staff report supports Goal #1 "Ensure Our Fiscal Viability" by ensuring appropriate cost for recovery sewer, trash and rental inspection services previously rendered.

BACKGROUND:

In 1981, the City Council adopted Ordinance No. 51, codified as Chapter 13.08 of the Grand Terrace Municipal Code (Sewer User Charges), establishing sewer user charges for properties connected to the City's sewer system and authorizing the collection of delinquent charges on the County property tax roll.

In 1996, the City Council adopted Ordinance No. 162, codified as Chapter 5.42 of the Grand Terrace Municipal Code (Integrated Waste Management), establishing mandatory refuse collection services

within the City and authorizing the collection of delinquent refuse charges on the County property tax roll.

DISCUSSION:

Each year, the City identifies delinquent refuse and sewer user fee accounts that remain unpaid despite billing and collection efforts. For Fiscal Year 2026-2027, staff identified 244 residential delinquent refuse and sewer user fee accounts and 14 commercial delinquent sewer user fee accounts, totaling an estimated \$169,275.00 in delinquent charges. These amounts are preliminary and may change as payments are received prior to certification of the final delinquent reports.

Pursuant to the Grand Terrace Municipal Code, these delinquent charges may be collected through placement on the San Bernardino County property tax roll. All affected property owners were notified of the proposed assessments and provided an opportunity to submit written or oral objections at the public hearing.

Following the public hearing, staff will continue to accept payments and make administrative corrections through July 28, 2026, after which the final delinquent reports will be certified and submitted to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector on or before August 10, 2026, for placement on the Fiscal Year 2026-2027 property tax roll.

The delinquent account reports are attached as:

EXHIBIT A: Residential Delinquent Refuse and Sewer User Fee Report

EXHIBIT B: Commercial Delinquent Sewer User Fee Report

Staff is also requesting approval of two agreements with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, one on behalf of the City one on behalf of the District. The agreements are the County's standard form agreements governing the placement and collection of special taxes, fees, and assessments on the County property tax roll. The County allows participating agencies to select an agreement term of up to five years, and staff recommends the maximum five-year term ending June 30, 2031, to eliminate the need for annual agreement renewals. Approval of the agreements does not change the City's annual process, and staff will continue to present the delinquent reports and resolution to the City Council each year for consideration and approval.

ENVIRONMENTAL IMPACT:

There is no environmental impact associated with this action.

FISCAL IMPACT:

Payments collected through the County property tax roll will be remitted to the City, less applicable County administrative fees. The preliminary delinquent charges are summarized below. Final amounts will be confirmed prior to certification and submittal to the County.

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>ACCOUNTS</u>	<u>AMOUNT</u>
23-303-90	REFUNDABLE DEPOSIT TRUST FUND - Delinquent Sewer Services / Tax Roll Collection	14	\$ 33,775.00
23-302-90	REFUNDABLE DEPOSIT TRUST FUND - Delinquent Trash Services/ Tax Roll	244	\$ 135,500.00

Collection



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR PLACEMENT AND COLLECTION OF
SPECIAL TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2026-27 TO FISCAL YEAR 2026-27

THIS AGREEMENT is made and entered into this 14th day of July, 2026,
by and between SAN BERNARDINO COUNTY, hereinafter referred to as "County" and the
City of Grand Terrace, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800, together with applicable provisions of the Revenue and Taxation Code and other applicable law, authorize the County to place, bill, collect, correct, and apportion special taxes, fees, and assessments for any city, school district, special district, zone or improvement district on the secured or unsecured tax roll, and to recover its full costs of placement, administration, and collection; and

WHEREAS, the District and County have determined that it is in the public interest for the County, upon request of the District, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, upon request of the District and as provided herein, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law, including those levied by any zone or improvement district of the District.

2. When the County is to place and collect District's special taxes, fees, and assessments, the District shall submit all required assessment data electronically through the County's Direct Charge Portal no later than August 10 of each fiscal year, or such earlier deadline as may be established by the Auditor-Controller/Treasurer/Tax Collector to meet roll preparation timelines. Submissions shall include the Assessor's Parcel Numbers, levy amounts, certification of accuracy and legal authority, and any additional data elements or supporting documentation reasonably required by the Auditor-Controller/Treasurer/Tax Collector for placement, billing, collection, correction, reporting, compliance verification, or audit purposes. The County may reject incomplete, inaccurate, or untimely submissions.

3. The County may charge the District fees necessary to recover its costs of placement, administration, billing, collection, reporting, correction processing, and related services in connection with the District's special taxes, fees, and assessments, as established by the County's Board-adopted fee schedule. Such fees may include per-parcel charges and other administrative fees as applicable. The County may deduct applicable fees from amounts collected and distributed on behalf of the District at the first apportionment of the fiscal year, or at such other time as administratively determined by the Auditor-Controller/Treasurer/Tax Collector.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all applicable constitutional and statutory requirements including but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218), and that the District has taken all actions required by law to validly impose and collect such charges. The District acknowledges that the County does not review or determine the legality of such charges.

5. District hereby releases and forever discharges the County and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, or judgments arising out of or related to the District's establishment, imposition, administration, or legality of any special tax, fee or assessment submitted under this Agreement, including the District's implementation of collection thereof, any challenge to the legality or priority of such charges, or any errors in data submitted by the District.

6. The County Auditor-Controller/Treasurer/Tax Collector has not determined the legality or validity of any special taxes, fees, or assessments placed, billed, corrected, collected, or otherwise administered pursuant to this Agreement, and the District assumes full responsibility for determining the legality and validity of such charges. The District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers ("indemnified parties") from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses, including attorneys' fees, arising out of or related to this Agreement or the establishment, imposition, placement, billing, collection, correction, administration, legality, or priority of such charges pursuant to this Agreement, except where such indemnification is prohibited by law. The District's duty to defend is immediate upon tender by the County and is independent of the District's duty to indemnify.

If any judgment is entered against the County or any indemnified party, or if any settlement is paid as a result of actions taken to implement this Agreement, the District agrees that County may offset such amounts from any monies collected by the County on behalf of

the District, including property taxes, special taxes, fees, or assessments. The County may, but is not required to, notify the District prior to implementing such offset.

The District's obligations under this section shall survive termination or expiration of this Agreement.

7. In order to promote and maintain efficient property tax administration, the District agrees as follows:

(a) The District shall respond to taxpayer inquiries regarding its special taxes, fees, or assessments in a timely and informed manner and shall not refer such inquiries to County officers, agents, or employees, including requests related to the removal or correction of charges.

(b) The District shall publish and maintain current, accurate, and responsive contact information, including a working telephone number and/or email address, for public inquiries regarding such charges, and shall ensure that personnel responsible for responding to such inquiries are knowledgeable about the charges.

(c) The District shall comply with all administrative procedures established by the County, including timely submission of required certifications, supporting documentation, and assessment data in the format prescribed by the County, and shall submit all requests for removal or correction of charges in writing.

8. The District may utilize third-party consultants or agents in connection with the preparation or administration of its special taxes, fees, or assessments; however, the District shall remain solely responsible for compliance with this Agreement. Prior to permitting any consultant or agent to submit information or communicate with the County regarding such charges, the District shall provide written authorization on the District's official letterhead identifying the consultant and the scope of its authority. The County shall have no contractual relationship with any such consultant, and the use of a consultant shall not relieve the District of its obligations under this Agreement.

9. The District shall not assign or transfer this Agreement or any interest herein, without prior written consent of the County. Any attempted assignment or transfer without such consent shall be void and may result in termination of this Agreement at the County's discretion.

10. This Agreement supersedes and replaces all prior agreements between the County and the District pertaining to the placement or collection of special taxes, fees, or assessments. This Agreement shall become effective on 07/14/2026 ("**Effective Date**") and shall remain in effect through 06/30/2031 ("**End Date**"), as designated by the District and acknowledged by the County; provided, however, that the End Date shall not

exceed five (5) years from the Effective Date, unless terminated earlier as provided herein. The District's failure to submit charges in any fiscal year shall not terminate this Agreement; however, no special taxes, fees, or assessments shall be placed unless timely submitted in accordance with this Agreement.

11. Either party may terminate this Agreement upon 30 days' written notice to the other party. Termination shall not affect the validity or collection of any special taxes, fees, or assessments previously placed on the tax roll. Any corrections, removals, or refunds resulting from termination shall be processed in accordance with applicable law, and all associated costs shall be the responsibility of the District. Termination shall not affect the District's obligation to indemnify the County or to pay any outstanding fees or costs incurred prior to termination. The County Auditor-Controller/Treasurer/Tax Collector, or designee, is authorized to exercise County's right and authority under this Agreement including the right to terminate.

12. The County's waiver of any breach of a term, covenant, or other provision of this Agreement, shall not be deemed a waiver of any other breach, or any subsequent breach of the same term, covenant or provision.

13. Each person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the party for whom they sign. The District shall provide documentation evidencing the signatory's authority upon request by the County.

14. This Agreement shall be governed by and subject to all applicable federal, state, and local laws, regulations, and County policies in effect during its term. The District agrees to comply with any changes to such laws, regulations, policies, or administrative procedures that apply to the placement, billing, collection, correction, or administration of charges under this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

District: City of Grand Terrace

By: _____
Printed Name: Konrad Bolowich
Position: City Manager
Date: 07/14/2026

ENSEN MASON CPA, CFA
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____
Printed Name: _____
Title: _____
Date: _____



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR PLACEMENT AND COLLECTION OF
SPECIAL TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2026-27 TO FISCAL YEAR 2026-27

THIS AGREEMENT is made and entered into this 14th day of July, 2026,
by and between SAN BERNARDINO COUNTY, hereinafter referred to as "County" and the
City of Grand Terrace, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800, together with applicable provisions of the Revenue and Taxation Code and other applicable law, authorize the County to place, bill, collect, correct, and apportion special taxes, fees, and assessments for any city, school district, special district, zone or improvement district on the secured or unsecured tax roll, and to recover its full costs of placement, administration, and collection; and

WHEREAS, the City and County have determined that it is in the public interest for the County, upon request of the City, to place, bill, collect, correct, and apportion the City's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, upon request of the City and as provided herein, to place, bill, collect, correct, and apportion the City's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law, including those levied by any zone or improvement district of the City.

2. When the County is to place and collect City's special taxes, fees, and assessments, the City shall submit all required assessment data electronically through the County's Direct Charge Portal no later than August 10 of each fiscal year, or such earlier deadline as may be established by the Auditor-Controller/Treasurer/Tax Collector to meet roll preparation timelines. Submissions shall include the Assessor's Parcel Numbers, levy amounts, certification of accuracy and legal authority, and any additional data elements or supporting documentation reasonably required by the Auditor-Controller/Treasurer/Tax Collector for placement, billing, collection, correction, reporting, compliance verification, or audit purposes. The County may reject incomplete, inaccurate, or untimely submissions.

3. The County may charge the City fees necessary to recover its costs of placement, administration, billing, collection, reporting, correction processing, and related services in connection with the City's special taxes, fees, and assessments, as established by the County's Board-adopted fee schedule. Such fees may include per-parcel charges and other administrative fees as applicable. The County may deduct applicable fees from amounts collected and distributed on behalf of the City at the first apportionment of the fiscal year, or at such other time as administratively determined by the Auditor-Controller/Treasurer/Tax Collector.

4. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all applicable constitutional and statutory requirements including but not limited to, Articles XIIC and XIID of the California Constitution (Proposition 218), and that the City has taken all actions required by law to validly impose and collect such charges. The City acknowledges that the County does not review or determine the legality of such charges.

5. City hereby releases and forever discharges the County and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, or judgments arising out of or related to the City's establishment, imposition, administration, or legality of any special tax, fee or assessment submitted under this Agreement, including the City's implementation of collection thereof, any challenge to the legality or priority of such charges, or any errors in data submitted by the City.

6. The County Auditor-Controller/Treasurer/Tax Collector has not determined the legality or validity of any special taxes, fees, or assessments placed, billed, corrected, collected, or otherwise administered pursuant to this Agreement, and the City assumes full responsibility for determining the legality and validity of such charges. The City agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers ("indemnified parties") from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses, including attorneys' fees, arising out of or related to this Agreement or the establishment, imposition, placement, billing, collection, correction, administration, legality, or priority of such charges pursuant to this Agreement, except where such indemnification is prohibited by law. The City's duty to defend is immediate upon tender by the County and is independent of the City's duty to indemnify.

If any judgment is entered against the County or any indemnified party, or if any settlement is paid as a result of actions taken to implement this Agreement, the City agrees that County may offset such amounts from any monies collected by the County on behalf of

the City, including property taxes, special taxes, fees, or assessments. The County may, but is not required to, notify the City prior to implementing such offset.

The City's obligations under this section shall survive termination or expiration of this Agreement.

7. In order to promote and maintain efficient property tax administration, the City agrees as follows:

(a) The City shall respond to taxpayer inquiries regarding its special taxes, fees, or assessments in a timely and informed manner and shall not refer such inquiries to County officers, agents, or employees, including requests related to the removal or correction of charges.

(b) The City shall publish and maintain current, accurate, and responsive contact information, including a working telephone number and/or email address, for public inquiries regarding such charges, and shall ensure that personnel responsible for responding to such inquiries are knowledgeable about the charges.

(c) The City shall comply with all administrative procedures established by the County, including timely submission of required certifications, supporting documentation, and assessment data in the format prescribed by the County, and shall submit all requests for removal or correction of charges in writing.

8. The City may utilize third-party consultants or agents in connection with the preparation or administration of its special taxes, fees, or assessments; however, the City shall remain solely responsible for compliance with this Agreement. Prior to permitting any consultant or agent to submit information or communicate with the County regarding such charges, the City shall provide written authorization on the City's official letterhead identifying the consultant and the scope of its authority. The County shall have no contractual relationship with any such consultant, and the use of a consultant shall not relieve the City of its obligations under this Agreement.

9. The City shall not assign or transfer this Agreement or any interest herein, without prior written consent of the County. Any attempted assignment or transfer without such consent shall be void and may result in termination of this Agreement at the County's discretion.

10. This Agreement supersedes and replaces all prior agreements between the County and the City pertaining to the placement or collection of special taxes, fees, or assessments. This Agreement shall become effective on 07/14/2026 ("**Effective Date**") and shall remain in effect through 06/30/2031 ("**End Date**"), as designated by the City and acknowledged by the County; provided, however, that the End Date shall not exceed

five (5) years from the Effective Date, unless terminated earlier as provided herein. The City's failure to submit charges in any fiscal year shall not terminate this Agreement; however, no special taxes, fees, or assessments shall be placed unless timely submitted in accordance with this Agreement.

11. Either party may terminate this Agreement upon 30 days' written notice to the other party. Termination shall not affect the validity or collection of any special taxes, fees, or assessments previously placed on the tax roll. Any corrections, removals, or refunds resulting from termination shall be processed in accordance with applicable law, and all associated costs shall be the responsibility of the City. Termination shall not affect the City's obligation to indemnify the County or to pay any outstanding fees or costs incurred prior to termination. The County Auditor-Controller/Treasurer/Tax Collector, or designee, is authorized to exercise the County's right and authority under this Agreement including the right to terminate.

12. The County's waiver of any breach of a term, covenant, or other provision of this Agreement, shall not be deemed a waiver of any other breach, or any subsequent breach of the same term, covenant or provision.

13. Each person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the party for whom they sign. The City shall provide documentation evidencing the signatory's authority upon request by the County.

14. This Agreement shall be governed by and subject to all applicable federal, state, and local laws, regulations, and County policies in effect during its term. The City agrees to comply with any changes to such laws, regulations, policies, or administrative procedures that apply to the placement, billing, collection, correction, or administration of charges under this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

City: City of Grand Terrace

By: _____

Printed Name: Konrad Bolowich

Position: City Manager

Date: 07/14/2026

ENSEN MASON CPA, CFA
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONFIRMING THE REPORTS OF DELINQUENT REFUSE AND SEWER USER FEES, AUTHORIZING ADMINISTRATIVE MODIFICATIONS PRIOR TO CERTIFICATION, AND DIRECTING SUBMITTAL OF THE FINAL DELINQUENT CHARGES TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PLACEMENT ON THE FISCAL YEAR 2026-2027 TAX ROLL

WHEREAS, Pursuant to Section 5.42.120 of the Grand Terrace Municipal Code, every person required to arrange for refuse collection or the collection of recyclable or compostable materials shall be liable for service access fees and charges for such collection, whether or not the collection services are utilized; and

WHEREAS, Section 5.42.120 of the Grand Terrace Municipal Code further provides that the owner, occupant, or other person responsible for the day-to-day operation of the premises shall be jointly and severally liable for unpaid refuse service charges, together with any applicable interest, penalties, and administrative costs, and authorizes the City to collect such delinquent charges on the property tax roll; and

WHEREAS, Pursuant to Sections 13.08.050 and 13.08.130 of the Grand Terrace Municipal Code, sewer user charges are the responsibility of the property owner, occupant, or applicant for sewer service. Unpaid sewer charges constitute a lien upon the real property served and may be collected on the property tax roll; and

WHEREAS, City staff has prepared reports identifying approximately 244 residential delinquent refuse and sewer user fee accounts totaling an estimated \$135,500.00 and 14 commercial delinquent sewer user fee accounts totaling an estimated \$33,775.00, attached hereto as Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report) and Exhibit B (Commercial Delinquent Sewer User Fee Report), for placement on the Fiscal Year 2026-2027 property tax roll; and

WHEREAS, notice of the public hearing was provided in accordance with applicable law, and affected property owners were afforded the opportunity to submit written or oral objections at the public hearing and to pay the outstanding delinquent charges through July 28, 2026, prior to certification of the final delinquent reports; and

WHEREAS, On July 14, 2026, the City Council conducted a duly noticed public hearing, considered all written and oral protests, and reviewed the reports of delinquent refuse and sewer user fees; and

WHEREAS, The City Council finds that all legal notice, hearing, and procedural requirements necessary for placement of the delinquent refuse and sewer user fees on the secured property tax roll have been satisfied; and

WHEREAS, The City Council recognizes that payments may continue to be received following the public hearing and prior to certification of the final delinquent reports and desires to authorize limited administrative modifications to accurately reflect payments received and correct clerical errors before certification.

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Confirmation of Reports.

The City Council hereby confirms the reports of delinquent refuse and sewer user fees attached hereto as Exhibit A (Residential Refuse and Sewer User Fees) and Exhibit B (Commercial Sewer User Fees), as modified to reflect payments received and administrative corrections made pursuant to Section 3 of this Resolution prior to certification for placement on the Fiscal Year 2026-2027 secured property tax roll.

Section 3. Administrative Modifications Prior to Certification.

The Senior Management Analyst, or designee, is hereby authorized to continue accepting payments through July 28, 2026, and to make the following administrative modifications to the confirmed reports without further action of the City Council:

1. Remove accounts that have been paid in full.
2. Revise assessment amounts to reflect partial payments received.
3. Correct clerical, typographical, parcel identification, ownership, or calculation errors.
4. Remove duplicate entries.
5. Make other non-substantive administrative corrections necessary to accurately reflect the delinquent charges to be certified.

The authority granted by this section is limited to administrative modifications and shall not authorize the addition of new delinquent accounts or new charges that were not included in the reports considered by the City Council at the July 14, 2026 public hearing.

Section 4. Certification and Submittal.

Following the July 28, 2026 payment deadline, the Senior Management Analyst, or designee, is hereby authorized and directed to certify and submit the final delinquent refuse and sewer user fee reports, as modified pursuant to Section 3 of this Resolution,

together with a certified copy of this Resolution and all other documentation required by law, to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector on or before August 10, 2026, for placement of the final delinquent charges on the Fiscal Year 2026-2027 property tax roll.

Section 5. Collection.

The delinquent refuse and sewer user fees identified in the final certified reports shall be placed on the Fiscal Year 2026-2027 property tax roll and collected in the same manner and at the same time as ordinary property taxes and shall be subject to the same penalties, procedures, and remedies applicable to delinquent property taxes, as authorized by the Grand Terrace Municipal Code and applicable law.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the 14th day of July, 2026.

Billy Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

Parcel Num	Customer Address	Trash	Sewer	Admin Fee	Total Amount Due
0275083150000	12006 La Cadena Dr	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0275083310000	12000 La Cadena Dr	\$ 309.35	\$ 483.85	\$ 35.00	\$ 828.20
0275083370000	12041 Rosedale Ave	\$ 249.94	\$ 390.94	\$ 35.00	\$ 675.88
0275211510000	21944 Vivienda Ave	\$ 127.14	\$ 198.86	\$ 35.00	\$ 361.00
0275212120000	22110 Vivienda Ave	\$ 367.93	\$ 575.47	\$ 35.00	\$ 978.40
0275223120000	21868 Grand Terrace Rd	\$ 63.57	\$ 99.43	\$ 35.00	\$ 198.00
0275232090000	22033 Vivienda Ave	\$ 35.45	\$ 55.45	\$ 35.00	\$ 125.90
0275242150000	22177 Mcclarren St	\$ 69.51	\$ 108.73	\$ 35.00	\$ 213.24
0275242210000	22257 Mcclarren St	\$ 23.33	\$ 36.49	\$ 35.00	\$ 94.82
0275272170000	22245 Victoria St	\$ 174.02	\$ 272.18	\$ 35.00	\$ 481.20
0275282170000	11874 Burns Ave	\$ 32.03	\$ 50.11	\$ 35.00	\$ 117.14
0275321070000	22535 Canal Cir	\$ 533.13	\$ 833.87	\$ 35.00	\$ 1,402.00
0275321160000	22481 Canal Cir	\$ 18.86	\$ 29.50	\$ 35.00	\$ 83.36
0275331020000	11819 Greenbrier Ln	\$ 86.44	\$ 135.20	\$ 35.00	\$ 256.64
0275331070000	11829 Greenbrier Ln	\$ 146.41	\$ 228.99	\$ 35.00	\$ 410.40
0275331270000	11839 Greenbrier Ln	\$ 26.26	\$ 41.08	\$ 35.00	\$ 102.34
0276181080000	11975 Mount Vernon Ave	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
0276182090000	12028 Arliss Dr	\$ 396.93	\$ 620.85	\$ 35.00	\$ 1,052.78
0276191110000	22644 Minona Dr	\$ 69.70	\$ 109.01	\$ 35.00	\$ 213.71
0276192090000	22628 Miriam Way	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276192180000	22579 Minona Dr	\$ 175.76	\$ 274.90	\$ 35.00	\$ 485.66
0276213020000	11984 Paradise St	\$ 16.42	\$ 25.67	\$ 35.00	\$ 77.09
0276213170000	12033 Preston St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276213330000	23010 Merle Ct	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276213420000	12017 Preston St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276213510000	11993 Canary Ct	\$ 69.54	\$ 108.78	\$ 35.00	\$ 213.32
0276223070000	22711 Miriam Way	\$ 228.68	\$ 357.68	\$ 35.00	\$ 621.36
0276234030000	22851 Miriam Way	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
0276234120000	11930 Preston St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276234160000	22872 Barton Rd	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
0276242050000	22820 Minona Dr	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276242060000	22808 Minona Dr	\$ 64.79	\$ 101.33	\$ 35.00	\$ 201.12
0276242140000	11903 Kingston St	\$ 71.85	\$ 112.39	\$ 35.00	\$ 219.24
0276243010000	22842 Minona Dr	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276245100000	22702 Fairburn Dr	\$ 60.00	\$ 93.84	\$ 35.00	\$ 188.84
0276245180000	22785 Minona Dr	\$ 71.09	\$ 111.19	\$ 35.00	\$ 217.28
0276247050000	22733 Fairburn Dr	\$ 204.98	\$ 320.61	\$ 35.00	\$ 560.59
0276247120000	22777 Fairburn Dr	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
0276252030000	23187 Glendora Dr	\$ 215.34	\$ 336.81	\$ 35.00	\$ 587.15
0276252050000	23197 Glendora Dr	\$ 71.85	\$ 112.39	\$ 35.00	\$ 219.24
0276252110000	23175 Glendora Dr	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276261010000	11908 Holly St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276263020000	11831 Arliss Ct	\$ 33.76	\$ 52.80	\$ 35.00	\$ 121.56
0276263090000	22636 Arliss Dr	\$ 18.90	\$ 29.56	\$ 35.00	\$ 83.46
0276264040000	11895 Kingston St	\$ 373.68	\$ 584.47	\$ 35.00	\$ 993.15
0276271020000	22706 Arliss Dr	\$ 164.44	\$ 257.20	\$ 35.00	\$ 456.64

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

0276271060000	11805 Arliss Way	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276274070000	22689 Arliss Dr	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
0276283020000	11833 Kingston St	\$ 290.35	\$ 454.13	\$ 35.00	\$ 779.48
0276283060000	11785 Kingston St	\$ 86.99	\$ 136.07	\$ 35.00	\$ 258.06
0276284050000	11833 Holly St	\$ 42.83	\$ 66.99	\$ 35.00	\$ 144.82
0276284100000	11773 Holly St	\$ 207.44	\$ 324.46	\$ 35.00	\$ 566.90
0276284150000	11822 Kingston St	\$ 104.14	\$ 162.89	\$ 35.00	\$ 302.03
0276285260000	11868 Holly St	\$ 212.35	\$ 332.13	\$ 35.00	\$ 579.48
0276292040000	22607 Brentwood St	\$ 77.16	\$ 120.68	\$ 35.00	\$ 232.84
0276301300000	23212 Thompson Dr	\$ 51.91	\$ 81.20	\$ 35.00	\$ 168.11
0276301420000	23265 Glendora Dr	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276322150000	23158 Palm Ave	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
0276341060000	22844 Brentwood St	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
0276343080000	22753 Brentwood St	\$ 69.31	\$ 108.41	\$ 35.00	\$ 212.72
0276344010000	11704 Eton Dr	\$ 56.35	\$ 88.13	\$ 35.00	\$ 179.48
0276351010000	23013 Barton Rd	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
0276431060000	23023 Vista Grande Way	\$ 267.56	\$ 418.48	\$ 35.00	\$ 721.04
0276451220000	22818 Grand Terrace Rd	\$ 71.85	\$ 112.39	\$ 35.00	\$ 219.24
0276451300000	22825 Vista Grande Way	\$ 217.42	\$ 340.06	\$ 35.00	\$ 592.48
0276481010000	23376 Westwood St	\$ 111.68	\$ 174.68	\$ 35.00	\$ 321.36
0276531290000	23074 Siskin Ct	\$ 222.44	\$ 347.92	\$ 35.00	\$ 605.36
0276531300000	23070 Siskin Ct	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
0276531380000	23043 Merle Ct	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167141170000	22077 Barton Rd	\$ 139.14	\$ 217.62	\$ 35.00	\$ 391.76
1167161100000	22011 Rene Ln	\$ 228.67	\$ 357.67	\$ 35.00	\$ 621.34
1167171060000	22081 De Berry St	\$ 69.45	\$ 108.63	\$ 35.00	\$ 213.08
1167181090000	12466 Michigan St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167191040000	12510 Michigan St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167201230000	12650 Garden Ave	\$ 16.93	\$ 26.47	\$ 35.00	\$ 78.40
1167201370000	12630 Sandburg Way	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167211190000	21999 Tanager St	\$ 50.49	\$ 78.97	\$ 35.00	\$ 164.46
1167211220000	21974 Tanager St	\$ 329.35	\$ 515.13	\$ 35.00	\$ 879.48
1167211300000	12719 Royal Ave	\$ 120.86	\$ 189.04	\$ 35.00	\$ 344.90
1167211340000	12732 Garden Ave	\$ 13.87	\$ 21.69	\$ 35.00	\$ 70.56
1167211410000	22065 Tanager St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167211570000	22090 Tanager St	\$ 72.68	\$ 113.68	\$ 35.00	\$ 221.36
1167211580000	12709 Sandburg Way	\$ 329.35	\$ 515.13	\$ 35.00	\$ 879.48
1167211630000	12740 Sandburg Way	\$ 174.05	\$ 272.24	\$ 35.00	\$ 481.29
1167211700000	12729 Dickens Ct	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167241020000	12215 Michigan St	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1167241040000	12251 Michigan St	\$ 105.97	\$ 165.75	\$ 35.00	\$ 306.72
1167251150000	22197 De Berry St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167251170000	22175 De Berry St	\$ 325.38	\$ 508.92	\$ 35.00	\$ 869.30
1167251180000	12311 Michigan St	\$ 41.36	\$ 64.70	\$ 35.00	\$ 141.06
1167251470000	22266 Mavis St	\$ 36.09	\$ 56.45	\$ 35.00	\$ 127.54
1167251500000	12384 Vivienda Ave	\$ 397.60	\$ 621.88	\$ 35.00	\$ 1,054.48
1167251630000	12346 Vivienda Ave	\$ 247.68	\$ 387.40	\$ 35.00	\$ 670.08

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

1167251640000	12338 Vivienda Ave	\$ 203.63	\$ 318.49	\$ 35.00	\$ 557.12
1167261140000	12474 Vivienda Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167261560000	12455 Pascal Ave	\$ 202.58	\$ 316.86	\$ 35.00	\$ 554.44
1167261600000	12434 Pascal Ave	\$ 340.72	\$ 532.92	\$ 35.00	\$ 908.64
1167261640000	12394 Pascal Ave	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167261800000	22268 Van Buren St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167271250000	12559 Vivienda Ave	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
1167271470000	22245 Lark St	\$ 334.95	\$ 523.89	\$ 35.00	\$ 893.84
1167271480000	22255 Lark St	\$ 81.34	\$ 127.22	\$ 35.00	\$ 243.56
1167281060000	22255 Dove St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167281160000	22274 Dove St	\$ 181.66	\$ 284.13	\$ 35.00	\$ 500.79
1167281300000	22220 Emerald St	\$ 83.82	\$ 131.10	\$ 35.00	\$ 249.92
1167281330000	12636 Pascal Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167291050000	12711 Vivienda Ave	\$ 62.48	\$ 97.72	\$ 35.00	\$ 195.20
1167291080000	12741 Vivienda Ave	\$ 244.29	\$ 382.09	\$ 35.00	\$ 661.38
1167291090000	12751 Vivienda Ave	\$ 240.71	\$ 376.49	\$ 35.00	\$ 652.20
1167291550000	12710 Reed Ave	\$ 89.62	\$ 140.18	\$ 35.00	\$ 264.80
1167301010000	22200 Main St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167301130000	12789 Fremontia Ave	\$ 172.25	\$ 269.41	\$ 35.00	\$ 476.66
1167301300000	22294 Ladera St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167301360000	22245 Ladera St	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
1167301400000	22285 Ladera St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167301430000	22111 Ladera St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167301450000	22131 Ladera St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167301650000	22113 Raven Way	\$ 30.46	\$ 47.63	\$ 35.00	\$ 113.09
1167301690000	22151 Raven Way	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
1167301770000	22110 Ladera St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167311380000	12168 Mount Vernon Ave #56	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1167311590000	12168 Mount Vernon Ave #77	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1167321130000	22401 De Soto St	\$ 247.87	\$ 387.69	\$ 35.00	\$ 670.56
1167321320000	12168 Mount Vernon Ave #4	\$ 165.96	\$ 259.59	\$ 35.00	\$ 460.55
1167321460000	12168 Mount Vernon Ave #18	\$ 283.19	\$ 442.93	\$ 35.00	\$ 761.12
1167321480000	12168 Mount Vernon Ave #20	\$ 84.96	\$ 132.88	\$ 35.00	\$ 252.84
1167321590000	12168 Mount Vernon Ave #81	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1167321650000	12168 Mount Vernon Ave #93	\$ 283.19	\$ 442.93	\$ 35.00	\$ 761.12
1167321770000	22444 De Berry St	\$ 176.60	\$ 276.22	\$ 35.00	\$ 487.82
1167322130000	22362 Blue Lupine Cir	\$ 324.44	\$ 507.46	\$ 35.00	\$ 866.90
1167322200000	22355 Blue Lupine Cir	\$ 95.35	\$ 149.13	\$ 35.00	\$ 279.48
1167322240000	22356 Blue Lupine Cir	\$ 403.87	\$ 631.69	\$ 35.00	\$ 1,070.56
1167331140000	12341 Willet Ct	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167331200000	22330 Mavis St	\$ 61.12	\$ 95.60	\$ 35.00	\$ 191.72
1167331230000	12385 Willet Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167331380000	12420 Mount Vernon Ave #5A	\$ 283.19	\$ 442.93	\$ 35.00	\$ 761.12
1167341050000	22432 Van Buren St	\$ 241.43	\$ 377.61	\$ 35.00	\$ 654.04
1167341080000	22456 Van Buren St	\$ 407.35	\$ 637.13	\$ 35.00	\$ 1,079.48
1167341140000	22306 Cardinal St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167341160000	22326 Cardinal St	\$ 125.74	\$ 196.66	\$ 35.00	\$ 357.40

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

1167341930000	12450 Tesoro Ct	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167342020000	12420 Mount Vernon Ave #12B	\$ 397.03	\$ 620.99	\$ 35.00	\$ 1,053.02
1167342040000	12420 Mount Vernon Ave #12D	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1167342090000	12420 Mount Vernon Ave #10A	\$ 63.72	\$ 99.66	\$ 35.00	\$ 198.38
1167342380000	12420 Mount Vernon Ave #1B	\$ 112.01	\$ 175.19	\$ 35.00	\$ 322.20
1167351050000	12521 Darwin Ave	\$ 106.72	\$ 166.92	\$ 35.00	\$ 308.64
1167351260000	22410 Kentfield St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167351350000	22431 Van Buren St	\$ 251.35	\$ 393.13	\$ 35.00	\$ 679.48
1167351400000	12607 Franklin Ct	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167351550000	22329 Kentfield St	\$ 264.07	\$ 413.03	\$ 35.00	\$ 712.10
1167351560000	22328 Kentfield St	\$ 368.35	\$ 576.13	\$ 35.00	\$ 979.48
1167361110000	22340 Pico St	\$ 67.72	\$ 105.92	\$ 35.00	\$ 208.64
1167361120000	22326 Pico St	\$ 603.25	\$ 943.55	\$ 35.00	\$ 1,581.80
1167361130000	12632 Mirado Ave	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
1167361250000	22407 Franklin St	\$ 267.13	\$ 417.83	\$ 35.00	\$ 719.96
1167361280000	22447 Franklin St	\$ 179.84	\$ 281.30	\$ 35.00	\$ 496.14
1167361450000	12625 Reed Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167371050000	12751 Reed Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167371220000	22401 Pico St	\$ 439.41	\$ 687.29	\$ 35.00	\$ 1,161.70
1167371350000	22440 Flamingo St	\$ 147.90	\$ 231.32	\$ 35.00	\$ 414.22
1167371380000	22459 Flamingo St	\$ 163.60	\$ 255.88	\$ 35.00	\$ 454.48
1167371640000	22404 Tanager St	\$ 403.72	\$ 631.45	\$ 35.00	\$ 1,070.17
1167371710000	12791 Darwin Ave	\$ 243.22	\$ 380.42	\$ 35.00	\$ 658.64
1167371740000	12786 Darwin Ave	\$ 95.66	\$ 149.62	\$ 35.00	\$ 280.28
1167371830000	22377 Tanager St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1167381140000	12841 Darwin Ave	\$ 56.35	\$ 88.13	\$ 35.00	\$ 179.48
1167381290000	22401 Ladera St	\$ 139.64	\$ 218.42	\$ 35.00	\$ 393.06
1167381330000	22361 Ladera St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1167381450000	22392 Raven Way	\$ 38.90	\$ 60.84	\$ 35.00	\$ 134.74
1167381700000	22462 Ladera St	\$ 194.02	\$ 303.46	\$ 35.00	\$ 532.48
1178022380000	22745 Palm Ave	\$ 46.82	\$ 73.23	\$ 35.00	\$ 155.05
1178022530000	22685 Palm Ave #F	\$ 283.19	\$ 442.93	\$ 35.00	\$ 761.12
1178022580000	22685 Palm Ave #A	\$ 155.29	\$ 242.89	\$ 35.00	\$ 433.18
1178031050000	12248 Warbler Ave	\$ 262.72	\$ 410.92	\$ 35.00	\$ 708.64
1178031160000	22587 La Paix St	\$ 15.40	\$ 24.08	\$ 35.00	\$ 74.48
1178031260000	22578 De Soto St	\$ 192.85	\$ 301.63	\$ 35.00	\$ 529.48
1178031290000	22577 De Soto St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178031410000	22618 De Berry St	\$ 22.25	\$ 34.81	\$ 35.00	\$ 92.06
1178031480000	22617 De Soto St	\$ 368.35	\$ 576.13	\$ 35.00	\$ 979.48
1178031730000	12259 Oriole Ave	\$ 68.36	\$ 106.92	\$ 35.00	\$ 210.28
1178041040000	22730 De Berry St	\$ 228.68	\$ 357.68	\$ 35.00	\$ 621.36
1178041260000	22780 La Paix St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178041270000	22790 La Paix St	\$ 105.81	\$ 165.51	\$ 35.00	\$ 306.32
1178041510000	22836 De Berry St	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
1178051010000	12205 Dos Rios Ave	\$ 139.12	\$ 217.60	\$ 35.00	\$ 391.72
1178051090000	12126 Dos Rios Ave	\$ 72.22	\$ 112.97	\$ 35.00	\$ 220.19
1178051230000	23071 Hampton Ct	\$ 387.85	\$ 606.63	\$ 35.00	\$ 1,029.48

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

1178051310000	23032 Hampton Ct	\$ 375.12	\$ 586.72	\$ 35.00	\$ 996.84
1178051380000	23031 Palm Ave	\$ 16.47	\$ 25.77	\$ 35.00	\$ 77.24
1178071330000	22975 Orangewood Ct	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178071360000	22998 De Berry St	\$ 323.40	\$ 505.82	\$ 35.00	\$ 864.22
1178071420000	22963 Jensen Ct	\$ 45.15	\$ 70.61	\$ 35.00	\$ 150.76
1178071500000	23021 Jensen Ct	\$ 348.85	\$ 545.63	\$ 35.00	\$ 929.48
1178091130000	22809 Finch St	\$ 208.68	\$ 326.40	\$ 35.00	\$ 570.08
1178091200000	22784 Finch St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178091270000	22833 Wren St	\$ 399.68	\$ 625.14	\$ 35.00	\$ 1,059.82
1178101230000	22551 Thrush St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178101250000	22538 Thrush St	\$ 340.72	\$ 532.92	\$ 35.00	\$ 908.64
1178101520000	12452 Warbler Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178101600000	22580 Cardinal St	\$ 218.33	\$ 341.49	\$ 35.00	\$ 594.82
1178101640000	22626 Cardinal St	\$ 208.87	\$ 326.69	\$ 35.00	\$ 570.56
1178101660000	22648 Cardinal St	\$ 212.35	\$ 332.13	\$ 35.00	\$ 579.48
1178111320000	22745 Bluebird Ln	\$ 69.45	\$ 108.63	\$ 35.00	\$ 213.08
1178111540000	22795 Bluebird Ln	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178111740000	22860 Cardinal St	\$ 236.81	\$ 370.39	\$ 35.00	\$ 642.20
1178111780000	12410 Quail Ln	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178111860000	22870 Van Buren St	\$ 37.72	\$ 59.00	\$ 35.00	\$ 131.72
1178121080000	22933 De Berry St	\$ 86.52	\$ 135.33	\$ 35.00	\$ 256.85
1178141060000	22955 Finch St	\$ 71.85	\$ 112.39	\$ 35.00	\$ 219.24
1178151040000	22561 Van Buren St	\$ 271.16	\$ 424.12	\$ 35.00	\$ 730.28
1178151070000	22540 Kentfield St	\$ 57.91	\$ 90.57	\$ 35.00	\$ 183.48
1178151180000	22539 Kentfield St	\$ 48.22	\$ 75.42	\$ 35.00	\$ 158.64
1178151210000	12532 Warbler Ave	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178151330000	22596 Lark St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178151400000	22605 Van Buren St	\$ 220.15	\$ 344.33	\$ 35.00	\$ 599.48
1178151410000	22617 Van Buren St	\$ 169.87	\$ 265.69	\$ 35.00	\$ 470.56
1178151460000	22664 Kentfield St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178151540000	22627 Kentfield St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178151580000	22669 Kentfield St	\$ 41.36	\$ 64.70	\$ 35.00	\$ 141.06
1178151670000	22617 Lark St	\$ 18.86	\$ 29.50	\$ 35.00	\$ 83.36
1178151790000	12511 Oriole Ave	\$ 55.13	\$ 86.24	\$ 35.00	\$ 176.37
1178161310000	22770 Lark St	\$ 79.48	\$ 124.32	\$ 35.00	\$ 238.80
1178161430000	22785 Van Buren St	\$ 460.04	\$ 719.54	\$ 35.00	\$ 1,214.58
1178161440000	22795 Van Buren St	\$ 251.35	\$ 393.13	\$ 35.00	\$ 679.48
1178161520000	22805 Kentfield St	\$ 173.17	\$ 270.86	\$ 35.00	\$ 479.03
1178171010000	12610 Warbler Ave	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178171070000	22535 Franklin St	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178171100000	12635 Warbler Ave	\$ 91.47	\$ 143.07	\$ 35.00	\$ 269.54
1178171620000	22626 Pico St	\$ 212.35	\$ 332.13	\$ 35.00	\$ 579.48
1178181050000	12650 Kingfisher Rd	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178181210000	22755 Franklin St	\$ 153.46	\$ 240.03	\$ 35.00	\$ 428.49
1178181490000	22820 Pico St	\$ 407.35	\$ 637.13	\$ 35.00	\$ 1,079.48
1178201070000	12720 Wilmac Ave	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178201240000	12744 Dutch St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36

Exhibit A (Residential Delinquent Refuse and Sewer User Fee Report)

1178201350000	22669 Tanager St	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36
1178201610000	12727 Dutch St	\$ 407.35	\$ 637.13	\$ 35.00	\$ 1,079.48
1178221010000	12887 Mount Vernon Ave	\$ 360.28	\$ 563.52	\$ 35.00	\$ 958.80
1178221200000	22537 Raven Way	\$ 53.18	\$ 83.18	\$ 35.00	\$ 171.36
1178221350000	22600 Robin Way	\$ 81.34	\$ 127.22	\$ 35.00	\$ 243.56
1178221390000	22558 Robin Way	\$ 42.48	\$ 66.44	\$ 35.00	\$ 143.92
1178221570000	22656 Robin Way	\$ 189.18	\$ 295.90	\$ 35.00	\$ 520.08
1178221710000	22554 Main St	\$ 76.16	\$ 119.12	\$ 35.00	\$ 230.28
1178231410000	22730 Raven Way	\$ 446.35	\$ 698.13	\$ 35.00	\$ 1,179.48
1178231610000	22755 Robin Way	\$ 69.56	\$ 108.80	\$ 35.00	\$ 213.36

244 Parcels **\$ 49,508.87** **\$ 77,436.95** **\$ 8,540.00** **\$ 135,485.82**

Exhibit B (Commercial Delinquent Sewer User Fee Report)

Parcel Number	Account and Name	Amount Due
027524227	22200 Barton Rd Grand Terrace, CA 92313	
	Total=	\$ 13,685.46
116731106	22465 Barton Rd Grand Terrace, CA 92313	
		\$ 6,509.66
116731106	12438 Michigan St Grand Terrace, CA 92313	
	Total=	\$ 831.97
116719102	22069 Van Buren St Grand Terrace, CA 92313	
	Total=	\$ 2,498.32
116719102	22069 Van Buren St Grand Terrace, CA 92313	
	Total=	\$ 233.80
117801107	22505 Barton Rd Grand Terrace, CA 92313	
	Total=	\$ 789.64
117801106	22533 Barton Rd Grand Terrace, CA 92313	
		\$ 225.82
116731103	22471 Barton Rd Grandt Terrace, CA 92313	
		\$ 504.99
116714117	22077 Barton Rd Grand Terrace, CA 92313	
	Total=	\$ 1,538.14
116714104	22080 Commerce Way Grand Terrace, CA 92313	
	Total=	\$ 474.28
116723111	22115 Barton Rd Grand Terrace, CA 92313	
	Total=	\$ 789.64
027620231	22759 Barton Rd Grand Terrace, CA 92313	
	Total=	\$ 3,300.14
116714112	22075 Commerce Way Grand Terrace, CA 92313	
		\$ 108.92
027524209	22220 Barton Rd Grand Terrace, CA 92313	
		\$ 2,284.00
		\$ 33,774.78