CITY OF GRAND TERRACE

City Council

AGENDA ● June 23, 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.

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

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 agendized for a future meeting.

C. SPECIAL PRESENTATIONS

Grand Terrace Storm Drain Master Plan Presentation — Tom Ryan with Q3 Consultant

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

   RECOMMENDATION:

   DEPARTMENT: City Clerk

2) Approval of Minutes - Regular Meeting - June 9, 2026

   RECOMMENDATION:

   DEPARTMENT: City Clerk

3) Adoption of the Updated Records Retention Schedule and Authorization for Destruction of Eligible Records

   RECOMMENDATION: ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, UPDATING THE CITY'S RECORDS RETENTION SCHEDULE AND AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

   DEPARTMENT: City Clerk

4) Appointments to the Historical & Cultural Activities Committee

   RECOMMENDATION: STAFF RECOMMENDS REAPPOINTING THE TWO (2) INCUMBENTS TO FOUR-YEAR TERMS ENDING JUNE 30, 2030, AND ALLOWING COUNCIL MEMBER WILSON TO REAPPOINT HIS INCUMBENT APPOINTEE, SHOULD HE ELECT TO DO SO

DEPARTMENT: City Clerk

5) Approval of the April-2026 Check Register in the Amount of $936,819.52.

RECOMMENDATION: APPROVE THE CHECK REGISTER NO. 04302026 IN THE AMOUNT OF $936,819.52 AS SUBMITTED, FOR THE MONTH ENDING APRIL 30, 2026

DEPARTMENT: Finance

6) Approve Check #83548 to Mayor Hussey in the amount of $419.20 from the April 2026 Check Register

RECOMMENDATION: APPROVE CHECK #83548 TO MAYOR HUSSEY IN THE AMOUNT OF $419.20 FROM THE APRIL 2026 CHECK REGISTER

DEPARTMENT: Finance

7) Approval of the May-2026 Check Register in the Amount of $616,428.31.

RECOMMENDATION: APPROVE THE CHECK REGISTER NO. 05312026 IN THE AMOUNT OF $616,428.31 AS SUBMITTED, FOR THE MONTH ENDING MAY 31, 2026

DEPARTMENT: Finance

8) Approve Check #83643 to Mayor Hussey in the amount of $419.20 from the May 2026 Check Register

RECOMMENDATION: APPROVE CHECK #83643 TO MAYOR HUSSEY IN THE AMOUNT OF $419.20 FROM THE MAY 2026 CHECK REGISTER

DEPARTMENT: Finance

9) GANN Limit

RECOMMENDATION: (1) APPROVE THE SELECTION OF THE CHANGE IN PER CAPITA PERSONAL INCOME OF 4.95% AS THE PRICE FACTOR FOR THE FISCAL YEAR 2026-27 APPROPRIATIONS LIMIT CALCULATION; AND

(2) APPROVE THE SELECTION OF THE CHANGE IN COUNTY OF SAN BERNARDINO POPULATION OF 0.01% AS THE POPULATION CHANGE FACTOR FOR THE FISCAL YEAR 2026-2027 APPROPRIATIONS LIMIT CALCULATION; AND
(3) ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27, INCLUDING ADOPTION OF THE PRICE FACTOR AND POPULATION CHANGE FACTOR FOR THE APPROPRIATIONS LIMIT CALCULATION

DEPARTMENT: Finance

10) SB 1 Project List Adoption for FY 2026-27

RECOMMENDATION: ADOPT RESOLUTION OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2026-27

DEPARTMENT: Public Works

11) Acceptance of the Storm Drain Master Plan

RECOMMENDATION: RECEIVE AND FILE THE STORM DRAIN MASTER PLAN PREPARED BY Q3 CONSULTING

DEPARTMENT: Public Works

12) Approval of On-Call Planning and Environmental Review Consultant Lists and Professional Services Agreements

RECOMMENDATION: APPROVE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF GRAND TERRACE AND THE NINE CONSULTANT FIRMS SELECTED FOR THE PLANNING AND ENVIRONMENTAL REVIEW SERVICES ON-CALL LISTS, EACH FOR A THREE-YEAR TERM, SUBJECT TO THE CITY MANAGER'S APPROVAL/NEGOTIATION AND THE CITY ATTORNEY'S APPROVAL AS TO FORM; AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS, SUBJECT TO THE CITY MANAGER'S APPROVAL/NEGOTIATION AND THE CITY ATTORNEY'S APPROVAL AS TO FORM.

DEPARTMENT: Planning & Development Services

13) Authorization to Execute a Business Associate Agreement and Broker of Record with Keenan & Associates

RECOMMENDATION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE BUSINESS ASSOCIATE AGREEMENT (BAA) and BROKER OF RECORD (BOR) BETWEEN THE CITY OF GRAND TERRACE AND KEENAN & ASSOCIATES.

DEPARTMENT: City Manager

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

RECOMMENDATION: INTRODUCE FOR FIRST READING BY TITLE ONLY WITH FURTHER READING WAIVED THE ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-03, ZONE CHANGE (ZC) 26-02, AND ENVIRONMENTAL REVIEW (E) 26-04 TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT AND REZONE APPROXIMATELY 97.1 ACRES CONSISTENT

WITH HOUSING ELEMENT PROGRAM 1; ADOPT THE RESOLUTION APPROVING GENERAL PLAN AMENDMENT (GPA) 26-02 TO REDESIGNATE APPROXIMATELY 97.1 ACRES TO HIGH DENSITY RESIDENTIAL R3-40 TO IMPLEMENT HOUSING ELEMENT PROGRAM 1; FIND THAT GENERAL PLAN AMENDMENT (GPA) 26-02, ZONING CODE AMENDMENT (ZCA) 26-03, ZONE CHANGE (ZC) 26-02, AND ENVIRONMENTAL REVIEW (E) 26-04 ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.085; AND DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION

DEPARTMENT: Planning & Development Services

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 14, 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.

[MEET_FOOT]

CITY OF GRAND TERRACE

City Council

MINUTES ● June 9, 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 9, 2026, at 6:00 PM.

INVOCATION

The Invocation was given by Senior Pastor Percy Harper of St. Marks Missionary Baptist Church in San Bernardino.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Brown.

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:	

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

None.

B. PUBLIC COMMENT

None.

C. SPECIAL PRESENTATIONS

Certificates of Recognition — Grand Terrace High School Girls Varsity Soccer Team

The following Grand Terrace High School Girls Varsity Soccer Team members were presented with a certificate of recognition for all their accomplishments and outstanding representation of Grand Terrace:

- Jaylin Bauchman
- Victoria Cortez
- Deanna Sandoval
- Harper Huxhold
- Brianna Flores
- Quetzalli Barker
- Ruby Aldama
- Lillyanne Casner
- Evalina Padilla
- Kalia Williams
- Annaleya Flores
- Jayden Apodaca
- Mikayla Saenz
- Brianna Marroquin
- Mia Mezzanatto
- Nicoletta Kazaltes
- Emily Thiessen
- Natalie Martinez
- Gabriela Jacome Avendano

D. CONSENT CALENDAR

Mayor Hussey announced that Consent Item No. 4 was pulled for discussion by Council Member Wilson.

NO PUBLIC COMMENT

Council Member Brown motioned to approve Consent Items No. 1–3, 5 and 6, seconded by Council Member Allen.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Brown
SECONDER:	Council Member Allen
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 - May 26, 2026

3) Resolutions Calling & Giving Notice of a General Municipal Election on November 3, 2026, and Requesting Consolidation of the Municipal Election with the State-Wide General Election on November 3, 2026, and Establishing Candidate Statement Regulations

4) Approval of Amendment to the Fire Hazard Abatement Services Agreement with the San Bernardino County Fire Protection District

Council Member Wilson motioned to approve Consent Item No. 4 adding language stating that the City of Grand Terrace will act as the first arbitrator with the best interest of its citizens on upcoming issues, seconded by Mayor Hussey.

For clarity, Adrian Guerra, City Attorney, asked Council Member Wilson to confirm that his motion was to approve the amendment with the added condition, and that if the County Fire Protection District does not agree to the condition during negotiations, the Council will be notified and the amendment will proceed as originally written.

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

5) Professional Services Agreement Amendment No. 2 Between the City of Grand Terrace and HDL Companies for Business License Auditing and Administration Services

6) Commitment of Fund Balance for Fiscal Year 2025-2026 in Accordance with Governmental Accounting Standards Board Statement No. 54 and City Reserves Policy No. 3.06

E. PUBLIC HEARINGS

7) Public Hearing for 2026-27 Landscape & Lighting Assessment District 89-1

Shanita Tillman, Senior Management Analyst, provided the PowerPoint presentation on this item.

Mayor Hussey opened the Public Hearing at 6:34 p.m.

NO PUBLIC COMMENT

Mayor Hussey closed the Public Hearing at 6:34 p.m.

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

8) Second Reading and Adoption of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

Shanita Tillman, Senior Management Analyst, provided the staff report for this item.

Mayor Hussey opened the Public Hearing at 6:37 p.m.

NO PUBLIC COMMENT

Mayor Hussey closed the Public Hearing at 6:37 p.m.

Prior to the vote, Adrian Guerra, City Attorney, read the title of the ordinance into the record.

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

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

9) Adoption of the FY2026-27 Proposed Budget

Christine Clayton, Finance Director, provided the PowerPoint presentation on this item.

NO PUBLIC COMMENT

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

10) Discussion and Direction Regarding Vacant Commercial Property Registration and Maintenance

Adrian Guerra, City Attorney, provided the staff report on this item.

NO PUBLIC COMMENT

Council Member Allen motioned to receive and file this item, seconded by Mayor Hussey.

RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
AYES:	None
NAYS:	None

11) Discussion and Direction Regarding Billboard Businesses

Adrian Guerra, City Attorney, provided the staff report on this item.

NO PUBLIC COMMENT

Council Member Wilson motioned to bring this item back to a date uncertain, seconded by Council Member Allen.

RESULT:	**APPROVED 3 TO 2**
MOVER:	Council Member Wilson
SECONDER:	Council Member Allen
AYES:	Mayor Hussey, Council Member Wilson, Council Member Allen
ABSTAIN:	None
NAYS:	Mayor Pro Tem Sabino, Council Member Brown

12) Operation of Bicycles within the City of Grand Terrace

Konrad Bolowich, City Manager, provided the PowerPoint presentation on this item.

NO PUBLIC COMMENT

Council Member Allen motioned to bring the item back at a future meeting, 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

13) Sales Tax Measure Polling

Konrad Bolowich, City Manager, provided the PowerPoint presentation on this item.

NO PUBLIC COMMENT

Council Member Wilson motioned to move the item forward for a general tax measure, seconded by Council Member Brown.

RESULT:	**APPROVED 4 TO 0**
MOVER:	Council Member Wilson
SECONDER:	Council Member Brown
AYES:	Mayor Hussey, Council Member Wilson, Council Member Allen, Council Member Brown
ABSTAIN:	Mayor Pro Tem Michelle Sabino
NAYS:	None

H. FUTURE AGENDA ITEMS

Council Member Allen motioned to have a discussion establishing a Citizen Budget Oversight Committee, followed by a second by Mayor Hussey.

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

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown had nothing to report.

Council Member Jeff Allen had nothing to report.

Council Member Doug Wilson reported on the following:

- Announced that a resident of Grand Terrace received a ROTC command post and would like to have that individual recognized.

Mayor Pro Tem Michelle Sabino had nothing to report.

Mayor Bill Hussey reported on the following:

- Long-time Grand Terrace Resident, Neil "Pete" Peterson, turned 95 years old

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

Konrad Bolowich, City Manager, announced the following:

- Thanked the residents who participated in the Sales Tax poll

SHERIFF DEPARTMENT COMMUNICATIONS

Lieutenant Fries reported on the following:

- A presentation on Sheriff Resources will be brought forward for the local communities.

FIRE DEPARTMENT COMMUNICATIONS

Assistant Fire Chief Jager reported on the following:

- Requested that the City Council meeting be closed in memory of BJ Myers, Engineer with the San Bernardino County Fire Department.

K. CLOSED SESSION - NONE

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 8:33 p.m. in memory of Robert "BJ" Myers, an Engineer with the San Bernardino County Fire Department who passed away on June 4, 2026. The next Regular City Council Meeting will be held on Tuesday, June 23, 2026, at 6:00 p.m.

_____ _____

Bill Hussey, Mayor Daysi Alcocer, City Clerk

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Adoption of the Updated Records Retention Schedule and Authorization for Destruction of Eligible Records

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, UPDATING THE CITY'S RECORDS RETENTION SCHEDULE AND AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS**

2030 VISION STATEMENT:

This staff report supports our vision of an exceptionally well-managed city and the following four Core Values: Open and Inclusive Government, Honesty and Integrity, Exceptional Customer Service, and a Positive and Productive Work Environment.

BACKGROUND:

The City is required under California law to keep an up-to-date Records Retention Schedule. This schedule outlines how long different types of City records—such as financial documents, permits, public safety reports, and administrative files—must be kept before they can be legally destroyed or archived.

To help ensure our schedule stays compliant with state and federal laws, the City entered into an annual subscription agreement with Gladwell Governmental Services on April 14, 2026, a firm that specializes in municipal records management. Updating the schedule regularly is important because laws change, technology evolves, and departments identify records that are outdated or no longer needed.

The City's current Records Retention Schedule was last updated on June 25, 2024. Since then:

- State and federal public records laws have been updated
- City operations and technology systems have changed
- Departments have identified duplicate or obsolete record categories

To ensure the schedule remains accurate and legally compliant, staff conducted a thorough review that included:

- Consultation with the City Attorney
- A department-by-department review of record types
- Alignment with the California Secretary of State's Local Government Records Management Guidelines

The updated schedule reflects current legal requirements, modern record-keeping practices, and the City's operational needs.

DISCUSSION:
The proposed Updated Records Retention Schedule clearly outlines how long each type of City record must be kept. Updating and adopting this schedule will:

- Improve compliance with state and federal laws
- Reduce storage costs and free up physical space
- Make it easier for staff to locate active records
- Allow the secure destruction of records that have met their required retention period

Under Government Code Section 34090, the City Council must authorize the destruction of any records that have reached the end of their legally required retention period. Only records that:

- Have met or exceeded their retention requirement,
- Are not involved in litigation,
- Are not part of an audit, and
- Are not subject to a public records request and will be eligible for destruction.

It is standard practice for California cities to routinely destroy records that have exceeded their retention period. The proposed resolution formalizes this process by allowing destruction only when requested by the Department Head and approved in writing by the Department Head, City Clerk, and City Attorney. This ensures strong oversight while improving efficiency and reducing unnecessary storage costs.

It is also standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 4.

ENVIRONMENTAL IMPACT:
None.

FISCAL IMPACT:
Any minor costs associated with shredding or disposal are included in the approved departmental budgets.

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING AN UPDATED RECORDS RETENTION SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS

WHEREAS, the City of Grand Terrace City Council approved Resolution 88-21 on March 10, 1988, authorizing the destruction of certain City records as provided by Government Code Section 34090; and

WHEREAS, the City of Grand Terrace City Council approved Resolution No. 93-15 amending Resolution No. 88-21 to include the financial records retention schedule; and

WHEREAS, the City of Grand Terrace City Council approved Resolution No. 2015-04 rescinding Resolution Numbers 88-21 and 93-15 and adopted a records management policy and procedures, along with a records retention schedule for the retention and disposition of records; and

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Grand Terrace; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby rescinds Section 3 of Resolution No. 2015-04 pertaining to Records Retention Schedule only.

Section 2. The Records Retention Schedule attached hereto as Exhibit "A" will replace the former Records Retention Schedule currently held in the City's Records Management Program Policy and Procedure.

Section 3. The records of the City of Grand Terrace, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Grand Terrace.

Section 4. Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

Section 5. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 25th day of June 2024.

Bill Hussey
Mayor

ATTEST:

Debra L. Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING AN UPDATED RECORDS RETENTION SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS

WHEREAS, the City of Grand Terrace City Council approved Resolution 88-21 on March 10, 1988, authorizing the destruction of certain City records as provided by Government Code Section 34090; and

WHEREAS, the City of Grand Terrace City Council approved Resolution No. 93-15 amending Resolution No. 88-21 to include the financial records retention schedule; and

WHEREAS, the City of Grand Terrace City Council approved Resolution No. 2024-19 rescinding Resolution Numbers 88-21, 93-15 and 2015-04 and adopted a records management policy and procedures, along with a records retention schedule for the retention and disposition of records; and

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Grand Terrace; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby rescinds Section 3 of Resolution No. 2024-19 pertaining to Records Retention Schedule only.

Section 2. The Records Retention Schedule attached hereto as **EXHIBIT "A"** will replace the former Records Retention Schedule currently held in the City's Records Management Program Policy and Procedure.

Section 3. The records of the City of Grand Terrace, as set forth in the Records Retention Schedule **EXHIBIT A**, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Grand Terrace.

Section 4. Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

Section 5. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 23rd day of June 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

HOW TO USE RETENTION SCHEDULES

©1995-2026 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term “records” shall include all records as defined by the California Public Records Act.

STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):

Destruction or deletion of an **official (original) record** that has exceeded its retention period (and has SUBSTANTIVE CONTENT) must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention (“**Minimum 2 years**"), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records (or originals that do NOT have SUBSTANTIVE CONTENT) do **NOT require authorization,** and can be destroyed “**When No Longer Required**.”

If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. “**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**”

RECORDS RETENTION SCHEDULE LEGEND

©1995 – 2026 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the "Destroy Paper after Imaged & QC'd" below for the Legal Requirements for the electronic record to be the official (original) record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active *(guideline)*: How long the file remains in the immediate office area
Inactive *(guideline)*: How long the file is in off-site storage, stored electronically in accordance with law (see below)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated and certain data may require minimum retention.
Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) **terms used in State law**:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper, Mylar, Linen, "Hard Copy"
OD = Optical Disk or other **Unalterable Media which does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**.
Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by All Departments)								
Lead Dept.	CW-001	Accident / Incident Reports - **MEMBERS OF THE PUBLIC** Send a copy to Risk Management, who also retains employee injuries	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-002	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for some Municipal Government actions is 3 - 6 months; CCP§335 ~~337~~ et seq; GC §§34090, 65009(c)(1)
Lead Dept. (Managing the Agreement / Contract)	CW-003	Agreements & Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, Amendments, and Insurance certificates to the City Clerk	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), ~~29 CFR 97.42; OMB Circular A-133~~GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-004	Agreements & Contracts: **ADMINISTRATION (WITHOUT Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, Amendments, and Insurance certificates to the City Clerk	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept. (Managing the Agreement / Contract)	CW-005	Agreements & Contracts: **Approved by Department Head ONLY** City Clerk retains originals if approved by the City Manager or City Council	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-006	Agreements & Contracts: A**pproved by Department Head ONLY UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs** (Request for Proposals) **and/or RFQs** (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090
n/a	CW-007	Boards, Commissions, & Committees: **External Organizations** - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records
City Clerk	CW-008	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council MINUTES**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
City Clerk	CW-009	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AGENDAS & STAFF REPORTS**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
Staffing Dept.	CW-010	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AUDIO RECORDINGS**	30 days, or After Minutes are Approved, Whichever is Longer		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b)

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Staffing Dept.	CW-011	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council VIDEO RECORDINGS**	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
Staffing Dept.	CW-012	Committees: **Employee Committees,** Employee Staff Meetings / Department Staff Meetings **AGENDAS and MINUTES** (If agendas or minutes are created)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only Citizen Advisory Boards appointed by the City Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Staffing Dept.	CW-013	Committees: **Subcommittees of the City Council (Ad-Hoc or Standing Committees) AGENDAS and MINUTES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All final actions are made by the City Council and reflected in their records; GC §34090
Lead **(Responding)** Dept.	CW-014	Complaints / Concerns from Citizens (Excludes Police Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Claims must be filed in 6 months or 1 year; CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Dept.	CW-015	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-016	Correspondence - **ROUTINE (Content relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. e-mail, Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.) SUBSTANTIVE Synonyms: Significant, Meaningful, Considerable, Essentia ~~IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business~~	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court (2017) 2 Cal.5th 608 Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-017	Correspondence - **TRANSITORY / PRELIMINARY DRAFTS,** Interagency and Intraagency Memoranda NOT retained in the ordinary course of business **Content NOT Substantive,** or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, ~~staff~~ Teams videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record. Records where either the Content relates in a substantive way to the conduct of the public's business,** or ARE made or retained for the purpose of preserving the informational content for future reference **are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If** not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705.; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (2017) 2 Cal.5th 608 Jose vs. Superior Court, 5 Cal. 5th 608 (2017).
Lead Dept.	CW-018	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-019	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept. (Managing the Grant)	CW-020	Grant Applications funded by the City's General Fund	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept. (Managing the Grant)	CW-021	Grants **(UNSUCCESSFUL** Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Managing the Grant)	CW-022	Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **Minimum 5 years**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), ~~29 CFR 97.42; OMB Circular A-110 & A-133;~~ GC §34090
Lead Dept.	CW-023	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Human Resources	CW-024	Personnel Files **(Department Copies)** Send all originals to Human Resources	Send any copies to Human Resources upon Separation or Transfer	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are retained by Human Resources; GC §34090.7
Lead Dept.	CW-025	Personnel Files **(Supervisor's Notes)**	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-026	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept. (Who Ordered the Appraisal)	CW-027	Real Estate Appraisal Reports: Property **NOT** purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-028	Real Estate Appraisal Reports: **Purchased** Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); ~~29 CFR 97.42,~~ GC §34090

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
n/a	CW-029	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.):, etc.: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records
Lead Dept.	CW-030	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Administrative Policies, Strategic Plans / Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.):, etc.: Produced by **YOUR Department**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CW-031	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Administrative Policies, Strategic Plans / Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.):, etc.: Produced by **OTHER Departments**	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-032	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-033	Reports and Studies (other than Historically significant ~~reports~~ - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-034	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-035	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Presenting the Training)	CW-036	Training Presented by Staff - **COURSE RECORDS** (Attendance Rosters / Sign-in Sheets, Outlines / Materials; includes Ethics, Fiscal & Financial, Harassment, Workplace Violence, Safety Training, Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets OSHA requirements; Ethics, Fiscal and Financial Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1)(ii), LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b), 53238.3(b) 53237.2(b)

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
CITY CLERK								
City Clerk	CC-001	Agenda Packets / Staff Reports: **City Council / Boards / Commissions:** Community Redevelopment Agency (CRA) / Successor Agency / Oversight Board, Historical & Cultural Activities Committee, Housing Authority, Advisory Committee, Parks & Recreation Advisory Committee, Planning Commission, Public Financing Authority, Site and Architectural Review Board Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-002	Agreements & Contracts, Amendments - **ALL Approved by the City Manager or City Council (INFRASTRUCTURE / CIPs, OR IF IMAGED IN LASERFICHE, JPAs, MOUs)** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), insurance certificates* **Examples of Infrastructure:** Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-003	Agreements & Contracts, Amendments - **ALL Approved by the City Manager or City Council (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED IN LASERFICHE)** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), insurance certificates* **Examples of Non-Infrastructure**: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-004	Board & Commission / Committee Applications (All, whether appointed or not)	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk	CC-005	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk	CC-006	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007	Claim for Damages Forms	2 years		Mag, Ppr		Yes: After QC & OD	Risk Management handles Claim Files; GC §34090
City Clerk	CC-008	FPPC Economic Interest Filings - **Lobbyist Reporting** (City or FPPC Form 635 / 602) - Lobbyist Authorization / Reporting	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	2 CCR 18615(f), GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-009	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **ELECTRONICALLY FILED / DATABASE (NetFile)**	10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference; Only Campaign Statements filed electronically are required for 10 years; ~~City maintains copies only; original statements are filed with FPPC;~~ GC §81009(f)(g); GC §84615
City Clerk	CC-010	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES & CONSULTANTS** (specified in the City's Conflict of Interest code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	City maintains original statements; GC §81009(e)&(g)
City Clerk	CC-011	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS** (elected & not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	Department Preference; as of January 1, 2025, the FPPC is the Filing Officer for 87200 filers; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	CC-012	FPPC Economic Interest Filings (FPPC Form 635 / 602) - **Lobbyist Authorization / Reporting**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	2 CCR 18615(f), GC §34090
City Clerk	CC-013	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Ppr	S / I	Yes: After QC~~2 years~~	Must post on website; GC §81009(e)
City Clerk	CC-014	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Ppr	S / I	Yes: After QC~~2 years~~	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-015	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Ppr	S / I	Yes: After QC~~2 years~~	GC §81009(e)
City Clerk	CC-016	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Ppr	S / I	Yes: After QC~~2 years~~	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK ELECTIONS (CONSOLIDATED)								

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-017	Campaign Disclosure Statements (FPPC 400 Series Forms, 501 Form): **SUCCESSFUL CANDIDATES** (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	~~Paper must be retained for at least 2 years;~~ GC §81009(b)&(g)
City Clerk	CC-018	Campaign Disclosure Statements (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CANDIDATES - PRIOR TO ELECTRONIC FILING**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	~~Paper must be retained for at least 2 years;~~ GC §81009(b)&(g)
City Clerk	CC-019	Campaign Disclosure Statements (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED (NetFile) - WITH or WITHOUT** Committees	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Statements filed electronically are required for 10 years; GC §81009(b)&(g); GC §84615
City Clerk	CC-020	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	~~Paper must be retained for at least 2 years;~~ GC §81009(f)&(g)
City Clerk	CC-021	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC~~2 years~~	~~Paper must be retained for at least 2 years;~~ GC §81009(c)&(g)
City Clerk	CC-022	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **SUCCESSFUL CANDIDATES**	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CA law states term of office and 4 years after the expiration of term and does not delineate between unsuccessful & successful candidates; EC §17100
City Clerk	CC-023	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **UNSUCCESSFUL CANDIDATES**	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CA law states term of office and 4 years after the expiration of term and does not delineate between unsuccessful & successful candidates; EC §17100

 ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-024	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications to fill a Vacancy on the City Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-025	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - IF Examined by Proponents**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	CC-025.5	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - NOT Examined by Proponents**	Determination of Insufficiency + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	CC-026	Elections - Petitions (Initiative, Recall or Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	CC-027	Prop. 218 (Property-based fees) - **Notice Mailing List, Protest Letters / Ballots, Tabulation**	2 years		Mag, Ppr			GC §53753(e)(2)
(End of Elections Section)								
City Clerk	CC-028	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line - SB 272)	When Superseded		Mag.			GC §34090 et seq.

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-029	Ethics Training Certificates for City Council, Boards and Commission, Employees / Staff	Separation + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090, 53235.2(b) LC §1198.5
City Clerk	CC-030	Historical Records, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Clerk	CC-031	Insurance Certificates - Those that cannot be matched to a specific agreement or contract, and **DOES NOT** have a current agreement / contract with the City	When No Longer Required		Mag, Ppr			Not a City record
City Clerk	CC-032	Insurance Certificates - Those that cannot be matched to a specific agreement or contract, and **MAY** have a current agreement / contract with the City	11 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S	Yes: After Inactive	Longest Statute of Limitations is 10 years; Conforms with Agreement Retention (usually filed with agreement); CCP §337 et seq.; GC §34090
City Clerk	CC-033	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-034	Minutes: **City Council / Boards / Commissions:** Community Redevelopment Agency (CRA) / Successor Agency / Oversight Board, Historical & Cultural Activities Committee, Housing Authority, Advisory Committee, Parks & Recreation Advisory Committee, Planning Commission, Public Financing Authority, Site and Architectural Review Board	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)

 ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-035	Oath of Office / Appointments: City Council, Board / Commission Members, Employees / Staff	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-036	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-037	Passport Transmittals	24 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	US Passport requirement to destroy forms monthly; GC §34090
City Clerk	CC-038	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year		Mag, Ppr			Law requires 1 year for petitions; GC §50115
City Clerk	CC-039	Proclamations & Certificates	2 years		Mag, Ppr			GC §34090
City Clerk	CC-040	Public Records Requests / Subpoenas Duces Tecum	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-041	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Clerk	CC-042	Recordings: **Audio or Video - City Council,** Community Redevelopment Agency (CRA) / Successor Agency / Oversight Board, Historical & Cultural Activities Committee, Housing Authority, Parks & Recreation Advisory Committee, Public Financing Authority	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7

 ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
City Clerk	CC-043	Records Destruction Authorization Forms & Certifications (All Departments)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Clerk	CC-044	Resolutions: **City Council,** Community Redevelopment Agency (CRA) / Successor Agency / Oversight Board, Housing Authority, Parks & Recreation Advisory Committee, Public Financing Authority	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-045	Vehicle Titles (Pink Slips)	Sale or Disposal		Ppr			Given to Auction House / New Owner; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
CITY MANAGER								
City Manager	CM-001	City Manager Weekly Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager	CM-002	Negotiation Notes / Bargaining Unit Negotiation Notes	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
City Manager	CM-003	Project Files / Subject Files (Subject will change over time)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

GRAND TERRACE, CA. ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
FINANCE / ADMINISTRATION								
Finance / Lead Div.	FIN-001	_Financial Services **Database / ERP Database** (Tyler)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Finance / Admin.	FIN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) and related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Finance / Admin.	FIN-003	Audit Work Papers	When No Longer Required		Mag, Ppr			Department Preference; preliminary drafts; GC §34090
Finance / Admin.	FIN-004	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) / General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for ~~bonds, mortgages, trust deeds, notes or debentures is 6 years;~~ bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.
Finance / Admin.	FIN-005	Budgets - Adopted / Final	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Finance / Admin.	FIN-006	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required	Yes: Before Budget is Final	Mag, Ppr			Department Preference; GC §34090

 ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / Admin.	FIN-007	Single Audits / Transportation Audits / PERS Audit, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (exceeds municipal government auditing standards); GC §34090
BUSINESS LICENSE								
Finance / Business License	FIN-008	_Business License **Database** (HdL)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H&S §19850
Finance / Business License	FIN-009	Business License Applications, Registrations and Renewals	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
FINANCE / GENERAL ACCOUNTING								
Finance / General Accounting	FIN-010	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / General Accounting	FIN-011	Accounts Payable / Invoices and Backup (Includes Invoices, Purchase Orders & Requisitions, Travel Expense Reimbursements, Warrant Request, etc.)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Finance / Admin.	FIN-012	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Finance / General Accounting	FIN-013	Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	5 years		Mag, Ppr			Department preference; GC §§34090, 26 CFR 31.6001-1

GRAND TERRACE, CA. ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Adopted:

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	FIN-014	Checks / Warrant Register Report (issued)	Copies - When No Longer Requires		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-015	Checks / Warrants (Cashed or Returned / NSF)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Public Works Services / Utility Billing	FIN-016	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	5 years		Mag, Ppr			Department preference; GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-017	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Ppr			Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Accounting	FIN-018	FEMA / OES Claims & Backup Support	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to pass possible audit; GC §34090
Finance / General Accounting	FIN-019	Fixed Assets - Annual Listing (Source Documents)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-020	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	Maturity + 5 years	Yes: Until Paid	Mag, Ppr			Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Finance / General Accounting	FIN-021	Journal Entries / Journal Vouchers / Budget Adjustments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337

 ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / General Accounting	FIN-022	Reports, Financial Reports Created from Financial Database: General Ledgers, Subsidiary Ledgers, Trial Balance, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Financial system can re-create reports accurately; GC §34090
Finance / General Accounting	FIN-023	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years		Mag, Ppr			Department Preference; Meets auditing standards; GC §34090
City Clerk	FIN-024	Treasurer's Reports	Copies - When No Longer Requires		Mag, Ppr			Presented to City Council; GC §34090.7
Finance / General Accounting	FIN-025	W-9s	Vendor Inactive + 5 years		Mag, Ppr			Meets IRS auditing standards; GC §34090
FINANCE / PAYROLL								
Finance / Lead Div.	FIN-026	_Payroll **Database / ERP Database** (ADP)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Finance / Payroll	FIN-027	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage) & Transmittal Form)	5 years		Mag, Ppr			Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Finance / Payroll	FIN-028	CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090

 ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / Payroll	FIN-029	Checks / Warrant Register Report - Payroll Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-030	Checks / Warrants - Cancelled - Payroll Only	5 years		Mag, Ppr			Department Preference; GC §34090, 26 CFR 31.6001-1
Finance / Payroll	FIN-031	DE-34 (California EDD Report of New Employees)	5 years		Mag, Ppr			Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Finance / Payroll	FIN-032	DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	FIN-033	Deferred Compensation (City Statements)	5 years		Mag, Ppr			Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Finance / Payroll	FIN-034	Payroll Reports (includes Leave Registers, time Transaction Reports), etc.	5 years		Mag, Ppr			Department preference; (meets municipal government auditing standards); GC §34090
Finance / Payroll	FIN-035	PERS Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-036	Retiree Medical Enrollment / Retiree Billing / COBRA Billing (CalPERS)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §34090

GRAND TERRACE, CA. ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Adopted:

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / Payroll	FIN-037	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c);
Finance / Payroll	FIN-038	W-2's	5 years		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

GRAND TERRACE, CA. ©1995 - 2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Adopted:

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
HUMAN RESOURCES								
Human Resources	HR-001	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Federal law requires 6 years after filing date for retirement; EEOC / ADEA (Age) requires 1 year after benefit plan termination; State Law requires 2 years after action; 29 CFR 1627.3(b)(1)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §60201
Human Resources	HR-002	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 60201
Human Resources	HR-003	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to cover Statute of Limitations; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; 29 CFR 516.6, 29 CFR 1602.14, GC §§ 12960, 60201
Human Resources	HR-004	Compensation Surveys & Studies	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to cover Statute of Limitations; ; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§ 12960, 60201
Human Resources	HR-005	Contracts for Investigators / Employee Investigations	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §60201

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-006	Employee Investigations	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 60201;
Human Resources	HR-006.5	Employee Notifications: Know Your Rights, Emergency Contact for Workplace Arrest or Detentions, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; LC §1553(e)
Human Resources	HR-007	Verifications of Employment, Child Support, etc. (From lenders or other outside companies)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records, content is not substantive; GC §60201 et seq.
Human Resources	HR-008	Grievances	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 60201; LC §1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-009	Harassment Prevention Training Certificates for Employees, City Council, Boards / Commissions	Separation + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 60201, 53237.2(b) LC §1198.5

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-010	I-9s	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 60201
City Clerk	HR-011	Job Descriptions / Job Classification / Job Specifications	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are presented to the City Council for approval; GC §60201.7
Human Resources	HR-012	Personnel Files - **Employee File (Official Personnel File)** Includes Application, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker, Harassment Prevention Training Certificates, PAF / Personnel Action Forms, W-4's, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 60201; 53237.2(b), LC §1198.5

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-013	Personnel Files - **Medical File** Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years OR Termination of Benefits + 30 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201
Human Resources	HR-014	Recruitment and Testing File / NeoGov Database Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Hiring Decision + 4 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 60201
Human Resources	HR-015	Volunteer / Unpaid Intern Applications & Agreements - **Unsuccessful** or Pending Applicants	3 years		Ppr			Department Preference; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1627.3(b)(1)(i), 29 CFR 1602.14; GC §§ 12960, 60201; 29 USC 1113
Human Resources	HR-016	Volunteer / Unpaid Intern Applications & Agreements (includes emergency contact information) - **Successful** Applicants	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S	Yes: 1 year	Department Preference; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1627.3(b)(1)(i), 29 CFR 1602.14; GC §§ 12960, 60201; 29 USC 1113

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-017	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Termination of Benefits + 30 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201
Human Resources	HR-018	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	LC §6401.9(f), GC §60201
HUMAN RESOURCES / RISK MANAGEMENT								
Human Resources / Risk Management	HR-019	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §60201,
Human Resources / Risk Management	HR-020	Insurance Policies - **General Liability, Workers Compensation**	P	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers longest possible statute of limitations; CCP §337 et seq.; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i); GC §§ 911.2, 60201
Human Resources / Risk Management	HR-021	Insurance Policies - **Property, Fire, Theft, etc.**	Expiration + 4 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §60201
Human Resources / Risk Management	HR-022	OSHA Citations and Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §60201; LC §6429c
Human Resources / Risk Management	HR-023	OSHA Logs - 200, 300, 301, 301A	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §60201.7; LC §6429c

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources / Risk Management	HR-024	Property Damage Claims / Subrogation / Restitution	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §60201

GRAND TERRACE, CA. ©1995-20234 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
INFORMATION TECHNOLOGY								
Information Technology	IT-001	Backups / Computer Backups / Disaster Recovery Computer Backups	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology	IT-002	**UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP /** (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) or other unalterable media that does not permit additions, deletions, or changes	~~P~~ Follows Retention of Official Electronic Record		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
BUILDING & SAFETY								
Lead Div.	P&B-001	_Permit **Database** (HdL, GovPilot)	Indefinite (Perm)	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H&S §19850
Planning & Development / Building & Safety	P&B-002	Activity Reports / Building Activity Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business (Reports can be re-run from the database); GC §34090
Planning & Development / Building & Safety	P&B-003	Address Files / **Building Permit** Applications Never Issued (Applicant Notified Ready for Issuance and never followed through)	Upon Expiration	Yes (6 months)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; Content does not relate in a substantive way to the conduct of the public's business; GC §34090,
Planning & Development / Building & Safety	P&B-004	Address Files / **Building Permits**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§~~104.6~~ 104.7 and 107.5; GC §34090
Planning & Development / Building & Safety	P&B-005	Building Plans - **Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, ~~104.6~~ 104.7 and 107.5; H&S §19850; GC §34090
Planning & Development / Building & Safety	P&B-006	Building Plans - **Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, ~~104.6~~ 104.7 and 107.5; H&S §19850; GC §34090
Planning & Development / Building & Safety	P&B-007	Building Plans - **Cancelled or Withdrawn**	Upon Cancellation or withdrawal		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, ~~104.6~~ 104.7 and 107.5; H&S §19850; GC §34090
Planning & Development / Building & Safety	P&B-008	Building Plans - **Expired, construction started (or unknown)**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, ~~104.6~~ 104.7 and 107.5; H&S §19850; GC §34090
Planning & Development / Building & Safety	P&B-009	Building Plans - **Expired, never started construction.**	Upon Expiration		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, ~~104.6~~ 104.7 and 107.5; H&S §19850; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Building & Safety	P&B-010	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
Planning & Development / Building & Safety	P&B-011	Certificate of Occupancy (CofO)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Building & Safety	P&B-012	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Planning & Development / Building & Safety	P&B-013	Correction Notices - Building	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Planning & Development / Building & Safety	P&B-014	Encroachment Permits: **Temporary** (Banner Permit, Block Park, Excavation, Street Closure Permits, Street Cuts, Street & Sidewalk Repair, Streetlight Repair, Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	GC § 34090
Planning & Development / Building & Safety	P&B-015	Encroachment Permits: **Temporary** (Dirt Hauling, Excavation, Temporary Construction, Tree Removal, etc.) Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	GC § 34090
Planning & Development / Building & Safety	P&B-016	Encroachment Permits: **Permanent** (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Building & Safety	P&B-017	Energy Calculations	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Planning & Development / Building & Safety & Public Works / Engineering	P&B-018	Geotechnical and Soils Reports (all)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Building & Safety	P&B-019	Grading Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Building & Safety	P&B-020	Plan Check Comments	Minimum When Permit is Issued		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Planning & Development / Building & Safety	P&B-021	Stop Work Notices	Minimum When Permit is Issued		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Planning & Development / Building & Safety	P&B-022	Structural Calculations - (all)	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
CODE ENFORCEMENT								
Lead Div.	P&B-023	_Permit **Database** (GovPilot)	Indefinite (Perm)	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H&S §19850

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Code Enforcement	P&B-024	Code Enforcement / Abatement (may Include Citations, Notice of Violations, Photos, and Code Enforcement Complaint Letters)	Minimum 2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Planning & Development / Code Enforcement	P&B-025	Hearing Officer Determinations / Appeals of Code Enforcement Actions	Minimum 2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
PLANNING								
Lead Div.	P&B-026	Permit **Database**	Indefinite (Perm)	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H&S §19850

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Planning	P&B-027	**Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits** **(Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, Uniform Development Application, etc.)** Examples: Conditional Use Permits (CUPs) Density Bonus Development Permit General Plan / General Plan Amendments Lot Line Adjustment Public Art Rezones Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
Planning & Development / Planning	P&B-027.5	Planning Files - **Cancelled / Expired / Withdrawn**	Minimum Cancellation, Expiration or Withdrawal + 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Planning	P&B-028	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Planning	P&B-029	Aerial Photographs (Historical)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Planning	P&B-030	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Census Bureau	P&B-031	Census, Demographics	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Non-Records - Census Bureau is OFR)
Planning & Development / Planning	P&B-032	Environmental **Determinations / Permits**: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Planning is the Lead** **Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Planning & Development / Planning	P&B-033	Environmental **Determinations / Plans**: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA **Inside City boundaries - Where Planning is the Lead**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Planning	P&B-034	General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations, General Plan Conformity Determinations	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Planning & Development / Planning	P&B-035	Historic Preservation / Historical Designations / Historical Landmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Planning & Development / Planning	P&B-036	Materials Boards	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090
City Clerk	P&B-037	Planning Commission / Site and Architectural Review Board **AGENDAS & STAFF REPORTS**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
City Clerk	P&B-038	Planning Commission / Site and Architectural Review Board **MINUTES**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
Planning & Development / Planning	P&B-039	Planning Commission / Site and Architectural Review Board **RESOLUTIONS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
Planning & Development / Planning	P&B-040	Planning Commission / Site and Architectural Review Board **VIDEO RECORDINGS**	Minimum 4 years		Mag			Department preference; Video recordings of meetings are required for 90 days; GC §34090.7
Other Agencies	P&B-041	Regional Planning	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Non-Records - County, State, or other agencies retain the originals)
Planning & Development / Planning	P&B-042	Temporary Permits (Approved & Unapproved) Fireworks Stands, Banner Permits, Temporary Sign Permits, Christmas Tree Lots, Pumpkin Lots, etc.	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PLANNING & DEVELOPMENT
(Building, Code Enforcement, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Code Enforcement	P&B-043	Permits: Mobile Vending Vehicle, Sidewalk Vending, Special Promotion Permits, Temporary Banner Permit, etc.	Expiration + 2 years	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	GC § 34090
Planning & Development / Planning	P&B-044	Zoning Clearance Forms / Zoning Verification Letters	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Planning	P&B-045	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning & Development / Planning	P&B-046	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / ENGINEERING								
City Clerk	PW-001	Assessment Districts / Community Facilities Districts / Landscape Maintenance Districts / Special Districts: **Engineers Reports**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained in City Council Agenda Packets; GC §34090.7
Public Works / Engineering	PW-002	Assessment Districts / Community Facilities Districts / Landscape Maintenance Districts / Special Districts: **Formation, Historically Significant Records**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-003	Benchmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-004	Bonds: Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Security; GC §34090
Public Works / Engineering	PW-005	Capital Improvement Projects (CIP) - where **Engineering** is the Lead: **MAINTENANCE-ONLY PROJECTS (Painting, Slip Lining, Re-Roof, etc. - No change in Infrastructure Configuration)** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Engineering	PW-006	Capital Improvement Projects (CIP) - where **Engineering** is the Lead: **Administration File** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-007	Capital Improvement Projects (CIP) - where **Engineering** is the Lead: **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
City Clerk	PW-008	Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases - **Supporting Documents**	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	City Clerk retains final; GC §34090(a)
Public Works / Engineering	PW-009	Drawings - where **Engineering** is the Lead: Record Drawings, Maps, Large-Format Drawings, Survey Record Maps, "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	Drafts should be destroyed; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Planning & Development / Building & Safety & Public Works / Engineering	PW-009.5	Geotechnical and Soils Reports (all)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Clerk	PW-010	Parks & Recreation Advisory Committee **AGENDAS & STAFF REPORTS**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
City Clerk	PW-011	Parks & Recreation Advisory Committee **MINUTES**	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7
Public Works / Engineering	PW-012	Private Development: **Administrative Records** Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Public Works / Engineering	PW-013	Private Development: **Permanent Records** Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-014	Subdivision Maps / Parcel Maps	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Engineering	PW-015	Surveys, Record of Survey	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-016	Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police or State of California	PW-017	Traffic Collision Reports / SWTRS (Shred - contains private / personal information)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies or Not City Records; GC §34090.7
Public Works / Engineering	PW-018	Traffic Counts / Traffic Studies	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-019	Traffic Speed Surveys (certified by City Council Resolution)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-020	Traffic Stop Sign Warrants	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-020.5	Transportation Permits / Wide Load Permits, Heavy Load Permits, etc.	Expiration + 2 years	Yes: Until Expiration	Mag, Ppr	S / I	Yes: After QC & OD	GC § 34090
Public Works / Engineering	PW-021	Transportation Plans / Master Plans	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
PUBLIC WORKS / FACILITIES & MAINTENANCE & STORM DRAINS								
Public Works / Lead Div.	PW-022	AQMD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Facilities & Maintenance	PW-023	Fleet - Vehicle & Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Public Works / Lead Div.	PW-024	Generator Operation Logs & Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Public Works / Facilities & Maintenance	PW-025	Herbicide or Pesticide Application Forms	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623
Public Works / Lead Div.	PW-026	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Facilities & Maintenance	PW-027	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Facilities & Maintenance	PW-028	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Facilities & Maintenance	PW-029	Sewer - CCTV Videos of Sewer Lines	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Facilities & Maintenance	PW-030	Solid Waste Recycling / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling) . CalRecycle Annual Waste Diversion Report / Measure D annual report / Form 303 report (HHW report) / CalREcycle Used Oil report / CalRecycle Bottles & Cans report, etc.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995.2; H&S §39730.7; GC §34090
Public Works / Facilities & Maintenance	PW-031	Solid Waste Tonnage Reports / Statistics	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Facilities & Maintenance	PW-032	Storm Drain System Maintenance (Slip Lining, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Facilities & Maintenance	PW-033	Streets - Sidewalk Maintenance, Grinding, Asphalt Ramping (Logs and Forms)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Facilities & Maintenance	PW-034	Tree **DATABASE** (West Coast Arborists)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Public Works / Facilities & Maintenance	PW-035	Tree Maintenance, Trimming, Arborists Reports (ALL City-owned trees)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Lead Div.	PW-036	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; entered into DigAlert Software the Excavator, Operator and the Regional Notification Center all have an obligation to retain the notice for 3 years; GC §§4216.2(f) GC §60201

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Facilities & Maintenance	PW-037	Video Recordings - **Building Security, Regular and Ongoing Operations** (Employees Performing Work, Cashiering, Building Security, etc.)	1 year		Mag			Records regular and ongoing operations; GC §34090.6 et seq,
Public Works / Facilities & Maintenance	PW-038	Video Recordings - **Public Areas / Public Activity**	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
Division Providing Service / Work	PW-039	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Division Providing Service / Work	PW-040	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-041	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / NPDES								
Public Works / NPDES	PW-042	Stormwater Illicit Discharges	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 3 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / NPDES	PW-043	Stormwater Inspections (Business Inspections, O&M related inspections, and Development Inspections)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Facilities, Maintenance, Storm Drain, NPDES)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / NPDES	PW-044	Stormwater: NPDES Annual Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / NPDES	PW-045	Stormwater: NPDES Permits / MS-4 Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090

 ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: SENIOR TRANSPORTATION PROGRAM

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
SENIOR TRANSPORTATION PROGRAM								
Senior Transportation Program	ST-001	Funding & Grants: FTA, Others: **Equipment (Buses, Vehicles) and Real Property** *Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit service* Includes all records, including application, administration, reports, audits, etc.	Disposition / Sale + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FTA Retention for Equipment Records. "The three year retention period for the equipment records starts from the date of the equipment's disposition or replacement or transfer"; Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit service".5 years meets auditing standards and federal requirements; FTA - Circular 5010.1E, III(7); ~~OMB Circular A-110 & A-133;~~ GC §34090
Senior Transportation Program	ST-002	Funding & Grants: FTA, Others: **Excluding Equipment (Buses, Vehicles) and Real Property** Includes all records, including application, administration, reports, audits, etc.	Close (Final Expenditure Report) + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FTA Retention for other Records; 5 years meets auditing standards and federal requirements; FTA - Circular 5010.1E III(7); ~~OMB Circular A-110 & A-133;~~ GC §34090
Senior Transportation Program	ST-003	Incident reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090
Senior Transportation Program	ST-004	Monthly Reports: Ridership Data, Daily Reports, Demand-Response / Dial-a-Ride / Fixed Route, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Fare & Passenger Counts, Accounts Receivable and Cash Receipts; GC §34090

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

RECORDS RETENTION SCHEDULE: SENIOR TRANSPORTATION PROGRAM

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Senior Transportation Program	ST-005	Route Sheets	2 years		Mag, Ppr	S / I	Yes: After QC & OD	GC §34090
Senior Transportation Program	ST-006	Time Punches (Hours Driven, Audited by CHP)	2 years		Mag, Ppr	S / I	Yes: After QC & OD	GC §34090
Senior Transportation Program	ST-007	Vehicle Inspections or Audits by the CHP	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Senior Transportation Program	ST-008	Vehicle Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 13 CCR 1234(c)

GRAND TERRACE, CA. ©1995-2024 Gladwell Governmental Services, Inc. - all rights reserved
Do not duplicate or distribute without prior written permission from GGS (909) 337-3516

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Appointments to the Historical & Cultural Activities Committee

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **STAFF RECOMMENDS REAPPOINTING THE TWO (2) INCUMBENTS TO FOUR-YEAR TERMS ENDING JUNE 30, 2030, AND ALLOWING COUNCIL MEMBER WILSON TO REAPPOINT HIS INCUMBENT APPOINTEE, SHOULD HE ELECT TO DO SO**

2030 VISION STATEMENT:
This staff report supports all adopted Goals and all adopted Core Values of the City Council's 2030 Vision.

BACKGROUND:
The Historical & Cultural Activities Committee (“Committee") is a seven-member Committee appointed by the Mayor, subject to City Council approval, and serves four-year terms at the pleasure of the City Council. The terms alternate so that every two (2) years at least two (2) appointments are set to expire.

Additionally, the Membership and Appointment Process of the Committee shall be made by minute record of the City Council and shall continue in effect until a successor is appointed.

Currently, the Committee has three (3) terms that are scheduled to end on June 30, 2026.

Name of Appointee	Date of Appointment	Appointed By	Term Expiration
Daniel Torres	08/26/2025	Council at Large	06/30/2026
Stephanie Darwin	06/25/2024	Council at Large	06/30/2026
Lynne Harmon	08/27/2024	Council Member Allen	06/30/2028
Hanni Bennett	08/26/2025	Council Member Brown	06/30/2028
Luke Poutre	11/12/2025	Mayor Pro Tem Sabino	06/30/2028
Margie Miller	01/28/2025	Mayor Hussey	06/30/2028
Jason Greeley	01/28/2025	Council Member Wilson	06/30/2026

DISCUSSION:

On April 16, 2026, staff initiated the recruitment process for the three (3) Historical & Cultural Activities Committee seats. The scheduled vacancies were publicly advertised through the City's adjudicated newspaper, City News Group, as well as on the City of Grand Terrace's official website and Facebook page. Physical notices were also posted at the public kiosks located at City Hall to ensure broad community awareness.

The application period remained open through Monday, June 15, 2026, at 5:00 p.m., providing interested residents with ample opportunity to apply. An additional application was submitted on June 18, 2026, a total of three (3) applications were received. All application materials have been attached to this staff report for review. The applicants are:

- Stephanie Darwin
- Daniel Torres
- Jason Greeley

All three incumbents are in good standing and familiar with the responsibilities of the Committee. Staff recommends waiving the formal interview and appointment process, as reappointing the incumbents would promote continuity and avoid unnecessary administrative delays.

Staff recommends that the City Council reappoint the following incumbents to the Historical & Cultural Activities Committee for new four-year terms ending June 30, 2030:

- Stephanie Darwin (At-Large)
- Daniel Torres (At-Large)
- Jason Greeley (Council Member Wilson's Appointee, should Council Member Wilson choose to reappoint him)

ENVIRONMENTAL IMPACT:
None.

FISCAL IMPACT:
There is no fiscal impact associated with the reappointment of Committee members.

CITY OF GRAND TERRACE
APPLICATION FOR CITIZEN SERVICE

RECEIVED
MAY 11 2026
CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

Complete and submit to the City Clerk's Department

Applying as a member of the HISTORICAL & CULTURAL ACTIVITIES COMMITTEE

Name STEPHANIE DARWIN

Address [redacted]

Contact Phone Number [redacted]

Email [redacted]

Occupation REAL ESTATE BROKER

Education VALLEY COLLEGE REAL ESTATE CERTIFICATE

Are there any workday evenings you could not meet? ( )Yes (X) No. If yes, please list them.

Why are you interested in this appointment?

I ENJOYED BEING CHAIR FOR 2 YEARS OF THE HISTORICAL & CULTURAL ACTIVITIES COMMITTEE 2024/2025

What do you consider to be your major qualifications?

I LOVE GRAND TERRACE.

References

1. MARGIE MILLER
2. LORI CARLSTROM
3. LYNNE HARMON

Please attach a written statement containing any additional information you feel would be useful to the City Council.

CITY OF GRAND TERRACE
APPLICATION FOR CITIZEN SERVICE

RECEIVED
MAY 11 2026
CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

Complete and submit to the City Clerk's Department

Applying as a member of the Historical / Cultural Activities Committee

Name Daniel Torres

Address [redacted]

Contact Phone Number [redacted]

Email [redacted]

Occupation Kitchen Supervisor for a Casino

Education Some College

Are there any workday evenings you could not meet? (✓) Yes ( ) No. If yes, please list them.

Most evenings except Wednesday / Thursday

Why are you interested in this appointment?

I wish to continue the work on this committee and continue to serve my community.

What do you consider to be your major qualifications?

Experience serving on this committee as Treasurer.

References

1.

2.

3.

Please attach a written statement containing any additional information you feel would be useful to the City Council.

RECEIVED
JUN 18 2026
CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

CITY OF GRAND TERRACE
APPLICATION FOR CITIZEN SERVICE

Complete and submit to the City Clerk's Department

Applying as a member of the HISTORICAC & CULTURAC ACTIVITIES COMMITTEE

Name JASON A GREEG

Address [redacted]

Contact Phone Number [redacted]

Email [redacted]

Occupation BUSINESS OWNER ENTREPRENUER

Education DEGREE IN GRAPHIC DESIGN, A.A.S DEGREE

Are there any workday evenings you could not meet? (X)Yes ( ) No. If yes, please list them.
ANYTHING THAT CONFLICTS WITH MY OCCUPATION

Why are you interested in this appointment? TO PRESERVE AND PROTECT THE HISTORY, HERITAGE AND CHARACTER OF GRAND TERRACE

What do you consider to be your major qualifications?
I WAS AT THE FIRST CITY COUNCIL MEETING, I HAVE BEEN A RESIDENT OF GT FOR LIFE, I HAVE BEEN INSTRUMENTAL IN THE ANNUAL ART SHOW AS WELL AS THE CITY BIRTHDAY, PREPERATION AND EXECUTION OF SAID EVENTS.

References
1. DOUG WILSON - CITY COUNCIL.
2. MATT BROWN - CITY COUNCIL
3. BILL HUSSEY - MAYOR

Please attach a written statement containing any additional information you feel would be useful to the City Council.

TITLE: HISTORICAL AND CULTURAL ACTIVITIES COMMITTEE

PURPOSE: To preserve the history of Grand Terrace and to facilitate cultural activities for the benefit of all citizens of this City as approved by the City Council.

MEMBERSHIP AND APPOINTMENTS: The Historical and Cultural Activities Committee shall consist of seven (7) members. All appointments shall be made by minute record of the City Council and shall continue in effect until a successor is appointed. Each member of the City Council shall appoint one (1) member of the Historical and Cultural Activities Committee. Two (2) other members shall be appointed by majority vote of the City Council.

RESPONSIBILITIES: The Historical and Cultural Activities Committee will be guided by the general policy guidelines as approved by the City Council and will have the following duties:

(1) To select from among their members a chairman and a vice-chairman.

(2) To adopt rules and policies which will guide them in carrying out their responsibilities.

(3) To make continuing efforts to seek out, select, identify and suitably preserve the historical records of Grand Terrace.

(4) To arrange for effective means to display and preserve historical items.

(5) To seek out means to enhance all forms of cultural activities and expression in this City and to actively promote them.

(6) To coordinate the use of existing facilities for cultural and educational uses on a non-interference basis.

(7) To make reports and recommendations to the City Council as an advisory committee and to keep minutes of committee proceedings.

(8) To perform such other tasks as the City Council may refer to this committee.

(Approved (Mayor)) 12/4/80
Date

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Approval of the April-2026 Check Register in the Amount of $936,819.52.

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE CHECK REGISTER NO. 04302026 IN THE AMOUNT OF $936,819.52 AS SUBMITTED, FOR THE MONTH ENDING APRIL 30, 2026**

2030 VISION STATEMENT:
This staff report supports Goal #1, “Ensuring Our Fiscal Viability”, through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:
The check register for the month of April-2026 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council’s approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of April-2026.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:
CHECK REGISTER

A total of $936,819.52 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than $10,000 for the month of April-2026.

Payments larger than $10,000:

Check No.	Payee	Description	Amount
83504	FLOCK SAFETY	(12) LICENSE PLATE READER CAMERAS AND MONITORING FEES	$45,600.00

83511	IGM TECHNOLOGY CORP (VOIDED & REISSUED)	MAR 2026-27 BUDGET PLANNING SOFTWARE	$20,837.00
83531	AEGIS BUILDERS INC	REFUND REMAINING DEPOSIT ACCOUNT BALANCES FOR PRIOR PROJECTS	$131,204.80
83556	ON SITE COMPUTING	MAY 2026 IT SERVICES	$10,983.34
83560	Q3 CONSULTINGG	DEC 2025 & FEB 2026 STORM DRAIN MASTER PLAN DEVELOPMENT	$12,704.50
83561	RIVERSIDE HIGHLAND WATER CO	01/26/2026-03/23/2026 WATER USAGE	$11,892.63
83563	SB COUNTY SHERIFF	APR 2026 LAW ENFORCEMENT SVCS; FY2025-26 Q2 GAS & VEHICLE MAINT, PROACTIVE PATROL, QUALITY OF LIFE, SHERIFF OT, AND CREDIT FOR OFFICE SPECIALIST	$290,206.40
83572	WILLDAN	MAR 2026 PLAN CHECK/INSPECTION SVCS FOR BUILDING & SAFETY; FEB 2026 PROFESSIONAL SVCS FOR GATEWAY SPECIFIC PLAN; MAR 2026 PLAN CHECKING SVCS FOR VARIOUS DEVELOPERS	$18,511.18
83576	ALESHIRE & WYNDER LLP	MAR 2026 LEGAL SERVICES	$18,261.84
83579	AM SIGNAL LLC	(2) SPEED RADAR SIGNS	$10,594.48
83580	AT&T	OCT 2025-APR 2026 AT&T ALARM LINES	$17,570.50
83584	CITY OF SAN BERNARDINO	FY2025-26 Q3 ANIMAL CONTROL OPERATING COSTS; APR 2026 ANIMAL CONTROL - CAPITAL IMPROVEMENT COSTS	$14,115.84
83587	EZ SUNNYDAY LANDSCAPE	OVERSEEDING & IRRIGATION REPAIRS AT GRIFFIN PARK; APR 2026 LANDSCAPING SVCS - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE; APR 2026 WEED ABATEMENT - AT VARIOUS LOCATIONS AROUND THE CITY; APR 2026 LANDSCAPING SVCS - TRACT	$27,061.65

		18070 JADEN COURT; APR 2026 JADEN CT IRRIGATION MAINTENANCE	
83596	IGM TECHNOLOGY CORP	MAR 2026-27 BUDGET PLANNING SOFTWARE	$20,837.00
83612	SUPERIOR BUILDING MAINTENANCE	APR-MAY 2026 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS AND SENIOR CENTER	$14,016.00
18209464	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/02/2026	$13,187.35
18240717	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/16/2026	$13,211.64
18244863	CA PUB EMPLOYEES RETIRE SYSTEM	APR 2026 PERS HEALTH INSURANCE	$30,872.13
37480826	SO CA EDISON COMPANY	MAR 2026 ENERGY USAGE	$19,150.95
420946526	US BANK	MAR-APR 2026 CAL CARD CHARGES	$23,494.02
	TOTAL PAYMENTS LARGER THAN $10,000		**$764,313.25**

PAYROLL

Payroll costs for the month:

Pay Per.		Period Start		Period End	Pay Date	Amount
Apr-26						
20	From	3/14/2026	to	3/27/2026	4/02/2026	$85,300.21
21	From	3/28/2026	to	4/10/2026	4/16/2026	$86,160.79
22	From	4/11/2026	to	4/24/2026	4/30/2026	$74,100.78
						$245,561.78

ENVIRONMENTAL IMPACT:
N/A

FISCAL IMPACT:
All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2025-26 in the amount of:

Description	Amount
Apr-26	
Check Register	$936,819.52
Payroll	$245,561.78
	$1,182,381.30

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER
Account Index

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Fund No.	Fund Name	Dept No.	Department Cost Center	Acct No.	General Account Numbers
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending April 30, 2026

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83492	04/02/2026	AP ELECTRICAL SYSTEMS	2024438	FIELD LIGHT REPAIR AT RICHARD ROLLINS PARK	03/23/2026		
				E 10-450-246-000-000		9,600.00	
						9,600.00	9,600.00
83493	04/02/2026	ATHLETIC FIELD SPECIALISTS	8577	MAR 2026 TURF MAINTENANCE FOR RICHARD ROLLINS PARK	03/31/2026		
				E 10-450-245-000-000		2,350.00	
						2,350.00	2,350.00
83494	04/02/2026	STEVEN BANNOW	04012026	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS	04/01/2026		
				B 23-515-22-00		40.00	
						40.00	40.00
83495	04/02/2026	LOUIE BARRERA	03272026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS	03/27/2026		
				B 23-515-22-00		20.00	
						20.00	20.00
83496	04/02/2026	CA DEPT OF INDUSTRIAL RELATION	E 2262943 SB	FY2025-26 ELEVATOR INSPECTION	03/12/2026		
				E 10-195-246-000-000		225.00	
						225.00	225.00
83497	04/02/2026	CHAMPION FIRE SYSTEMS INC	79384	FY2025-26 Q4 CITY HALL ALARM TROUBLESHOOT AND RESET	03/26/2026		
				E 10-195-246-000-000		144.00	
						144.00	144.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83498	04/02/2026	CHARTER COMMUNICATIONS	2543046010 32126	CITY HALL INTERNET - PEG CITY HALL - MAR-APR 2026	03/21/2026		
				E 67-380-250-000-000		540.00	
						540.00	
			1887532010 32126	CITY HALL INTERNET - CITY HALL - MAR-APR 2026	03/21/2026		
				E 10-190-238-000-000		329.99	
						329.99	
			1887533010 32126	RICHARD ROLLINS PARK INTERNET - MAR-APR 2026	03/21/2026		
				E 10-450-238-000-000		329.99	
						329.99	
			1887530010 32126	SR CENTER INTERNET - HSD3 - MAR-APR 2026	03/21/2026		
				E 10-805-238-000-000		140.00	
						140.00	
			1887531010 32126	CITY HALL CABLE - CITY HALL - MAR-APR 2026	03/21/2026		
				E 10-190-238-000-000		60.01	
						60.01	
							1,399.99
83499	04/02/2026	COMPUTERIZED EMBROIDERY CO INC	61010	EMBROIDERY OF CITY LOGO ON SHIRTS FOR SENIOR BUS DRIVER	03/19/2026		
				E 65-425-220-000-000		65.25	
						65.25	
							65.25
83500	04/02/2026	COUNTY OF RIVERSIDE TLMA ADM	TL00000 18122	JAN 2026 TRAFFIC SIGNAL MONITORING AT MAIN ST AND MICHIGAN ST	03/18/2026		
				E 10-175-246-000-000		267.87	
						267.87	
							267.87

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83501	04/02/2026	DMV RENEWAL	LIC#FS5A88	DMV VEHICLE REGISTRATION RENEWAL LIC#FS5A88 VIN#4XARSE995P8100999	06/01/2026		
				E 10-175-220-000-000		54.00	
						54.00	
							54.00
83502	04/02/2026	EVERON LLC	160658030	SECURITY MONITORING AT CITY HALL 04/01/2026-06/30/2026	03/09/2026		
				E 10-195-247-000-000		315.00	
						315.00	
			160658031	SECURITY MONITORING AT SHERIFF SUBSTATION 04/01/2026-06/30/2026	03/09/2026		
				E 10-195-247-000-000		315.00	
						315.00	
			160658032	SECURITY MONITORING AT MAINTENANCE BUILDING 04/01/2026-06/30/2026	03/09/2026		
				E 10-195-247-000-000		315.00	
						315.00	
							945.00
83503	04/02/2026	EZ SUNNYDAY LANDSCAPE	10459	MAR 2026 LANDSCAPING SERVICES - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE	03/17/2026		
				E 10-175-244-000-000		80.00	
				E 10-195-245-000-000		200.00	
				E 10-450-245-000-000		3,285.00	
				E 26-600-255-000-000		150.00	
				E 26-601-255-000-000		80.00	
						3,795.00	
			10462	OVERSEEDING DOG PARK	03/17/2026		
				E 10-450-245-000-000		1,700.00	
						1,700.00	
			10472	TREE TRIMMING ON CITY PARKWAYS	03/23/2026		
				E 10-175-244-000-000		1,500.00	
						1,500.00	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			10458	MAR 2026 LANDSCAPING SERVICES - TRACT 18070 JADEN	03/17/2026		
				E 26-605-255-000-000		750.00	
						750.00	
			10461	MAR 2026 RIGHT OF WAY LANDSCAPING BI MONTHLY MAINT	03/17/2026		
				E 10-175-244-000-000		575.00	
						575.00	
			10457	MAR 2026 JADEN CT IRRIGATION MAINTENANCE	03/17/2026		
				E 26-605-255-000-000		150.00	
						150.00	
							8,470.00
83504	04/02/2026	FLOCK SAFETY	INV-90900	(12) LICENSE PLATE READER CAMERAS AND MONITORING FEES	04/01/2026		
				E 10-410-701-000-000		45,600.00	
						45,600.00	
							45,600.00
83505	04/02/2026	GARCIAS TIRES	10682	FLAT TIRE REPAIR FOR MAINTENANCE	03/24/2026		
				E 10-175-272-000-000		25.75	
						25.75	
							25.75
83506	04/02/2026	GRAND TERRACE CITY NEWS	20933	JAN 2026 WEEKLY QUARTER-PAGE DISPLAY AD	01/31/2026		
				E 10-120-230-000-000		1,200.00	
						1,200.00	
			20934	FEB 2026 WEEKLY QUARTER-PAGE DISPLAY AD	02/05/2026		
				E 10-120-230-000-000		960.00	
						960.00	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			20935	MAR 2026 WEEKLY QUARTER-PAGE DISPLAY AD	03/05/2026		
				E 10-120-230-000-000		960.00	
						960.00	
							3,120.00
83507	04/02/2026	YVONNE GURULE	03272026	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN	03/27/2026		
				B 23-515-22-00		10.00	
						10.00	
							10.00
83508	04/02/2026	HDL SOFTWARE LLC	SIN061432	FEB 2026 BUSINESS LICENSE PROCESSING FEES	02/28/2026		
				E 10-140-250-000-000		280.67	
						280.67	
							280.67
83509	04/02/2026	HERMAN HILKEY	JAN26-DEC26 HH LIFE	2026 LIFE INSURANCE REIMBURSEMENT	03/27/2026		
				E 10-110-142-000-000		1,744.23	
						1,744.23	
							1,744.23
83510	04/02/2026	HINDERLITER DE LLAMAS ASSOC	SIN061341	JAN-MAR 2026 SALES TAX & AUDIT SERVICES	03/10/2026		
				E 10-140-250-000-000		1,484.64	
						1,484.64	
							1,484.64
83511	04/02/2026	IGM TECHNOLOGY CORP	INV-2380	MAR 2026-27 BUDGET PLANNING SOFTWARE	03/26/2026		
				E 10-140-250-000-000		20,837.00	
						20,837.00	
							20,837.00
83512	04/02/2026	JOSEPH JASSO	03272026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS	03/27/2026		
				B 23-515-22-00		20.00	
						20.00	
							20.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83513	04/02/2026	JBI GROUP	2372	REPLACEMENT DOORS AT VETERAN'S FREEDOM PARK	03/31/2026		
				E 10-450-245-000-000		3,509.93	
						3,509.93	
							3,509.93
83514	04/02/2026	KONICA MINOLTA	48856189	MAR-APR 2026 RENT FOR ADDITIONAL PHOTOCOPIER	03/22/2026		
				E 10-190-700-000-000		142.92	
						142.92	
							142.92
83515	04/02/2026	KONICA MINOLTA BUS. SOLUTIONS	507245125	MAR 2026 CITYWIDE PHOTOCOPIER MAINTENANCE	03/19/2026		
				E 10-190-212-000-000		123.82	
						123.82	
			9010812155	02/15/2026-03/14/2026 CITYWIDE PHOTOCOPIER SERVICES	03/14/2026		
				E 10-190-212-000-000		52.98	
						52.98	
							176.80
83516	04/02/2026	DESIREE MENDEZ	03272026	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS	03/27/2026		
				B 23-515-22-00		30.00	
						30.00	
							30.00
83517	04/02/2026	ODP BUSINESS SOLUTIONS LLC	456098550001	OFFICE AND BREAKROOM SUPPLIES FOR CITY HALL	03/19/2026		
				E 10-190-210-000-000		59.12	
						59.12	
							59.12

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83518	04/02/2026	ON SITE COMPUTING	54005289	LAPTOP FOR NATALIE	03/19/2026		
				E 10-190-220-000-000		2,177.24	
						2,177.24	
			54005294	DDR5 MEMORY FOR DAYSI	03/30/2026		
				E 10-125-210-000-000		700.47	
						700.47	
							2,877.71
83519	04/02/2026	MICHAEL ONEIL	03272026	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS	03/27/2026		
				B 23-515-22-00		40.00	
						40.00	
							40.00
83520	04/02/2026	PETTY CASH	03252026	REPLENISH PETTY CASH NOV 2025 TO MAR 2026	03/25/2026		
				E 10-120-210-000-000		19.99	
				E 10-190-210-000-000		13.46	
				E 10-190-220-000-000		85.40	
				E 10-370-210-000-000		100.00	
				E 10-805-220-000-000		25.00	
				E 10-805-245-000-000		120.00	
				E 62-120-220-000-000		47.96	
				E 65-425-220-000-000		70.00	
						481.81	
							481.81
83521	04/02/2026	R MIRANDA DESIGN	20260317	INITIAL PAYMENT - DEVELOPMENT OF FLOOR PLAN FOR CITY OF GT FACILITY BUILDING	03/18/2026		
				E 10-195-245-000-000		900.00	
						900.00	
							900.00
83522	04/02/2026	REVENUE AND COST SPECIALISTS	9387	FEB 2026 DEVELOPMENT IMPACT FEE STUDY	02/23/2026		
				E 10-172-250-000-000		7,920.00	
						7,920.00	
							7,920.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83523	04/02/2026	SCA OF CA LLC	CA25007360	MAR 2026 STREET SWEEPING SERVICES	03/30/2026		
				E 16-900-254-000-000		8,688.67	
						8,688.67	
							8,688.67
83524	04/02/2026	SITEONE LANDSCAPE SUPPLY	163412687-001	WATER VALVE FOR SPRAY TANK	03/16/2026		
				E 10-175-246-000-000		18.21	
						18.21	
							18.21
83525	04/02/2026	T MOBILE	MAR26 TMOBILE	MAR 2026 BACKUP INTERNET SERVICE	03/20/2026		
				E 10-380-250-000-000		33.35	
						33.35	
							33.35
83526	04/02/2026	TERMINIX	468316251	JAN 2026 GOPHER CONTROL FOR CITY HALL	01/27/2026		
				E 10-195-245-000-000		152.00	
						152.00	
							152.00
83527	04/02/2026	TYLER TECHNOLOGIES INC	025-546573	MAR 2026 ERP PRO 10 IMPLEMENTATION COSTS	03/17/2026		
				E 10-140-250-000-000		5,250.00	
						5,250.00	
							5,250.00
83528	04/02/2026	WILLDAN	00423671	FEB 2026 PLAN CHECK/INSPECTION SERVICES FOR PUBLIC WORKS	03/23/2026		
				E 10-175-250-020-000		3,432.00	
						3,432.00	
							3,432.00
83529	04/16/2026	8X8 INC	5552119	APR 2026 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES	04/01/2026		
				E 10-190-235-000-000		1,329.68	
						1,329.68	
							1,329.68

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83530	04/16/2026	ADT SECURITY SERVICES	1206669755	APR-MAY 2026 SENIOR CENTER SECURITY MONITORING	03/27/2026		
				E 10-805-245-000-000		56.55	
						56.55	
							56.55
83531	04/16/2026	AEGIS BUILDERS INC	04162026	REFUND REMAINING DEPOSIT ACCOUNT BALANCES FOR PRIOR PROJECTS	04/16/2026		
				B 23-302-68-00		11,112.50	
				B 23-305-03-00		51,365.10	
				B 23-306-06-00		1,840.00	
				B 23-500-16-00		2,000.00	
				B 23-500-38-00		3,000.00	
				B 23-500-52-00		45.00	
				B 23-500-59-00		500.00	
				B 23-505-07-00		2,719.50	
				B 23-505-26-00		-389.80	
				B 23-505-51-00		1,220.00	
				B 23-505-59-00		-2,130.00	
				B 23-505-62-00		1,800.00	
				B 23-505-66-00		4,700.00	
				B 23-505-67-00		1,732.50	
				B 23-510-10-00		1,380.00	
				B 23-510-24-00		3,720.00	
				B 23-510-25-00		3,720.00	
				B 23-510-26-00		3,720.00	
				B 23-510-27-00		2,950.00	
				B 23-510-28-00		1,200.00	
				B 23-510-37-00		35,000.00	
						131,204.80	
							131,204.80
83532	04/16/2026	JOHN ALONZO	04032026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS	04/03/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83533	04/16/2026	AMERITAS LIFE INSURANCE CORP	APR 2026	APR 2026 EMPLOYEE PAID DENTAL INSURANCE	04/01/2026		
				B 10-022-70-00		918.48	
						918.48	
							918.48
83534	04/16/2026	ARROWHEAD CREDIT UNION	MAR2026 VISA	MAR-APR 2026 VISA CHARGES	04/02/2026		
				E 10-801-270-000-000		1,197.28	
						1,197.28	
							1,197.28
83535	04/16/2026	AT AND T	APR 2026 AT&T	APR 2026 AT&T	04/01/2026		
				E 10-190-235-000-000		240.75	
				E 10-450-235-000-000		704.35	
				E 10-805-235-000-000		1,371.17	
						2,316.27	
							2,316.27
83536	04/16/2026	BARR DOOR INC	34770	REPAIRS FOR EXIT DEVICE ON DOOR AT CITY HALL	01/08/2026		
				E 10-195-245-000-000		3,940.27	
						3,940.27	
							3,940.27
83537	04/16/2026	CAL VALVE	16476	BACKFLOW TESTING KIT	04/01/2026		
				E 10-175-244-000-000		120.00	
						120.00	
							120.00
83538	04/16/2026	CHARTER COMMUNICATIONS	2347038010 40126	CITY HALL ELEVATOR PHONE - APR 2026	04/01/2026		
				E 10-195-246-000-000		46.03	
						46.03	
							46.03
83539	04/16/2026	COLTON PUBLIC UTILITIES	OCT-NOV25 GT SEWER	OCT-NOV 2025 GT SEWER COMM	04/07/2026		
				E 10-190-238-000-000		1,239.14	
						1,239.14	
							1,239.14

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83540	04/16/2026	DATA TICKET INC	191791	GRAND TERRACE - CODE ENFORCEMENT PROCESSING FEB 2026	03/26/2026		
				E 10-185-255-000-000		1,944.83	
						1,944.83	
			191068	GRAND TERRACE - STREET SWEEPING FOR FEB 2026	03/26/2026		
				E 10-140-255-000-000		80.63	
						80.63	
							2,025.46
83541	04/16/2026	EYEMED FIDELITY SECURITY LIFE	167288042	APR 2026 EMPLOYEE PAID VISION INSURANCE	03/21/2026		
				B 10-022-71-00		185.64	
						185.64	
							185.64
83542	04/16/2026	FIREMASTER	0001413186	FY2025-26 SEMI-ANNUAL HALON SYSTEM INSPECTION SERVICE FOR CITY HALL	03/28/2026		
				E 10-195-245-000-000		495.00	
						495.00	
							495.00
83543	04/16/2026	GIRLS ON THE RUN INLAND EMPIRE	24082	FEB 2026 CDBG GIRLS CONFIDENCE BUILDING PROGRAM	02/25/2026		
				E 22-425-316-000-000		1,688.47	
						1,688.47	
							1,688.47
83544	04/16/2026	GOODMAN AND ASSOCIATES	6122	MAR 2026 INTERIM CITY ENGINEER SERVICES	04/01/2026		
				E 10-175-250-020-000		7,595.00	
						7,595.00	
							7,595.00
83545	04/16/2026	GTHS BASEBALL BOOSTER	101	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - REPLACEMENT SKIRT/NET	04/13/2026		
				E 61-461-100-000-000		2,000.00	
						2,000.00	
							2,000.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83546	04/16/2026	HEALTH BENEFIT AND RETIREMENT	PAYDATE 04162026 ARS	PAYDATE 04162026 ARS RETIREMENT	04/16/2026		
				B 10-022-68-00		279.12	
						279.12	
			PAYDATE 04022026 ARS	PAYDATE 04022026 ARS RETIREMENT	04/02/2026		
				B 10-022-68-00		264.92	
						264.92	
							544.04
83547	04/16/2026	HOME DEPOT CREDIT SERVICE	5270694	KNEELING PAD, MAINTENANCE SUPPLIES, AND FANS AND WATER	03/12/2026		
				E 10-175-218-000-000		18.31	
				E 10-190-220-000-000		456.03	
				E 10-450-245-000-000		67.93	
						542.27	
			6022360	MAINTENANCE SUPPLIES FOR FREEDOM PARK	03/11/2026		
				E 10-450-245-000-000		191.25	
						191.25	
			3270030	GLOVES AND SUPPLIES FOR BARTON RD BEAUTIFICATION	03/04/2026		
				E 10-175-218-000-000		38.03	
				E 10-175-244-000-000		97.81	
						135.84	
			2270113	CLEANING SUPPLIES AND SUPPLIES FOR BARTON RD BEAUTIFICATION	03/05/2026		
				E 10-175-244-000-000		72.82	
				E 10-195-245-000-000		26.03	
						98.85	
			2272093	CLEANING SUPPLIES FOR PARKS	03/25/2026		
				E 10-450-245-000-000		79.09	
						79.09	
			8033254	SUPPLIES FOR GRAFITTI REMOVAL AT CITY HALL	03/19/2026		
				E 10-195-245-000-000		78.57	
						78.57	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			7271553	DECORATION SUPPLIES FOR CITY HALL	03/20/2026		
				E 10-195-245-000-000		60.27	
						60.27	
			1620378	DECORATION SUPPLIES FOR CITY HALL	03/06/2026		
				E 10-195-245-000-000		45.74	
						45.74	
							1,231.88
83549	04/16/2026	KONICA MINOLTA	48932159	APR-MAY 2026 RENT FOR (2) PHOTOCOPIERS	04/02/2026		
				E 10-190-700-000-000		260.32	
						260.32	
							260.32
83550	04/16/2026	KONICA MINOLTA BUS. SOLUTIONS	507567589	MAR 20-31, 2026 CITYWIDE PHOTOCOPIER MAINTENANCE	03/31/2026		
				E 10-190-212-000-000		52.10	
						52.10	
							52.10
83551	04/16/2026	LANCE SOLL AND LUNGHARD LLP	74040	2025 STATE CONTROLLER REPORT - CITY AND SPECIAL DISTRICT	03/31/2026		
				E 10-140-250-000-000		4,190.00	
						4,190.00	
							4,190.00
83552	04/16/2026	LILBURN CORPORATION	26-0328	FEB-MAR 2026 PROFESSIONAL SERVICES FOR SA 23-21	03/26/2026		
				B 23-515-72-00		307.50	
						307.50	
							307.50

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83553	04/16/2026	LYNN MERRILL AND ASSOCIATES	26-7	MAR 2026 NPDES SUPPORT SERVICES	04/06/2026		
				E 10-625-255-000-000		247.42	
						247.42	247.42
83554	04/16/2026	ROBERT MEJIA	04142026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS	04/14/2026		
				B 23-515-22-00		20.00	
						20.00	20.00
83555	04/16/2026	MICHAEL BAKER INTERNATIONAL	1281945	FEB 2026 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING	04/02/2026		
				E 10-370-250-000-000		7,559.05	
						7,559.05	7,559.05
83556	04/16/2026	ON SITE COMPUTING	54005315	MAY 2026 IT SERVICES	04/01/2026		
				E 10-380-250-000-000		10,983.34	
						10,983.34	10,983.34
83557	04/16/2026	ROBERTA PADILLA	04142026	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS	04/14/2026		
				B 23-515-22-00		30.00	
						30.00	30.00
83558	04/16/2026	POTTER ELECTRIC	548	TROUBLESHOOTING SHOCK HAZARD AT PARK	04/08/2026		
				E 10-450-245-000-000		1,012.50	
						1,012.50	1,012.50

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83559	04/16/2026	PRIMO BRANDS	06D8710353697	MAR 2026 WATER SERVICES FOR CITY HALL AND SENIOR CENTER	04/07/2026		
				E 10-190-238-000-000		263.80	
				E 10-805-238-000-000		188.37	
						452.17	
			06D8710047048	MAR 2026 WATER FILTRATION SYSTEM RENTAL	04/07/2026		
				E 10-190-238-000-000		106.56	
						106.56	
							558.73
83560	04/16/2026	Q3 CONSULTING	39565	DEC 2025 STORM DRAIN MASTER PLAN DEVELOPMENT	01/27/2026		
				E 10-631-255-000-000		11,287.00	
						11,287.00	
			40336	FEB 2026 STORM DRAIN MASTER PLAN DEVELOPMENT	03/30/2026		
				E 10-631-255-000-000		1,417.50	
						1,417.50	
							12,704.50
83561	04/16/2026	RIVERSIDE HIGHLAND WATER CO	FEB-MAR2026 RHWC	01/26/2026-03/23/2026 RIVERSIDE HIGHLAND WATER CO	04/03/2026		
				B 10-015-60-00		69.20	
				E 10-175-238-000-000		315.73	
				E 10-190-238-000-000		1,417.87	
				E 10-450-238-000-000		5,984.76	
				E 10-805-238-000-000		3,200.93	
				E 26-600-239-000-000		592.39	
				E 26-601-239-000-000		115.63	
				E 26-605-238-000-000		196.12	
						11,892.63	
							11,892.63

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83562	04/16/2026	RIVERSIDE PERSONNEL SERVICE	91555	WEEK ENDING 04/12/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	04/17/2026		
				E 10-175-250-000-000		1,573.20	
						1,573.20	
			91539	WEEK ENDING 04/05/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	04/10/2026		
				E 10-175-250-000-000		1,258.56	
						1,258.56	
			91522	WEEK ENDING 03/29/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	04/03/2026		
				E 10-175-250-000-000		629.28	
						629.28	
							3,461.04
83563	04/16/2026	SB COUNTY SHERIFF	1800002339	APR 2026 LAW ENFORCEMENT SERVICES	03/25/2026		
				E 10-410-255-000-000		3,056.25	
				E 10-410-256-000-000		209,959.59	
				E 14-411-256-000-000		16,204.16	
						229,220.00	
			1800002233	FY2025-26 Q2 GAS & VEHICLE MAINTENANCE & SHERIFF OVERTIME	03/02/2026		
				E 10-410-220-000-000		27,276.18	
				E 10-410-250-000-000		2,512.23	
						29,788.41	
			1800002266	FY2025-26 Q2 GT PROACTIVE PATROL	03/06/2026		
				E 10-410-250-000-000		29,702.10	
						29,702.10	
			1800002267	FY2025-26 Q2 GT QUALITY OF LIFE	03/06/2026		
				E 10-410-250-000-000		3,564.90	
						3,564.90	
			1800002365	FY2025-26 Q2 SHERIFF OVERTIME	03/31/2026		
				E 10-410-250-000-000		2,758.76	
						2,758.76	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			1600000086	FY2025-26 Q2 CREDIT FOR OFFICE SPECIALIST	03/13/2026		
				E 10-410-256-000-000		-4,827.77	
						-4,827.77	
							290,206.40
83564	04/16/2026	SITEONE LANDSCAPE SUPPLY	163521234-001	IRRIGATION SUPPLIES FOR GRIFFIN PARK	03/18/2026		
				E 10-450-245-000-000		133.07	
						133.07	
			163787267-001	IRRIGATION SUPPLIES FOR TJ AUSTIN PARK	03/25/2026		
				E 10-450-245-000-000		27.79	
						27.79	
							160.86
83565	04/16/2026	SO CAL LOCKSMITH	67956	KEYS FOR SENIOR CENTER	02/13/2026		
				E 10-805-245-000-000		197.15	
						197.15	
			68084	KEYS FOR DOG PARK	03/20/2026		
				E 10-450-245-000-000		6.42	
						6.42	
							203.57
83566	04/16/2026	ST FRANCIS ELECTRIC	22147797	MAR 2026 RESPONSE TRAFFIC SIGNAL MAINTENANCE	03/31/2026		
				E 16-510-255-000-000		978.91	
						978.91	
			22147796	MAR 2026 ROUTINE TRAFFIC SIGNAL MAINTENANCE	03/31/2026		
				E 16-510-255-000-000		557.55	
						557.55	
							1,536.46
83567	04/16/2026	STERICYCLE INC	8013983949	MAR 2026 RECORDS DESTRUCTION	04/10/2026		
				E 10-125-250-000-000		170.26	
						170.26	
							170.26

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83568	04/16/2026	TERMINIX	470263002	MAR 2026 GOPHER CONTROL FOR GRIFFIN PARK	03/24/2026		
				E 10-450-245-000-000		208.00	
						208.00	
			470263023	MAR 2026 GOPHER CONTROL FOR TJ AUSTIN PARK	03/24/2026		
				E 10-450-245-000-000		197.00	
						197.00	
			470494344	MAR 2026 GOPHER CONTROL FOR PICO PARK	03/24/2026		
				E 10-450-245-000-000		170.00	
						170.00	
			470262837	MAR 2026 PEST CONTROL SERVICES - CITY HALL	03/24/2026		
				E 10-195-245-000-000		138.00	
						138.00	
			470257193	MAR 2026 PEST CONTROL SVCS FOR SENIOR CENTER	03/24/2026		
				E 10-805-245-000-000		133.00	
						133.00	
			470262975	MAR 2026 GOPHER CONTROL FOR RICHARD ROLLINS PARK	03/24/2026		
				E 10-450-245-000-000		102.00	
						102.00	
			470262988	MAR 2026 GOPHER CONTROL FOR DOG PARK	03/24/2026		
				E 10-450-245-000-000		102.00	
						102.00	
			470262982	MAR 2026 GOPHER CONTROL FOR POCKET PARK	03/24/2026		
				E 10-450-245-000-000		88.00	
						88.00	
							1,138.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83569	04/16/2026	TODD PETERS ELECTRICAL CONTRAC	44	ELECTRICAL INSTALLATIONS AND REPAIRS AT CITY HALL	03/31/2026		
				E 10-195-245-000-000		2,984.00	
						2,984.00	
							2,984.00
83570	04/16/2026	UNDERGROUND SERVICE ALERT	320260331	APR 2026 MONTHLY DATABASE MAINTENANCE FEE	04/01/2026		
				E 16-900-220-000-000		119.65	
						119.65	
			25-263215	APR 2026 CA STATE FEE FOR REGULATORY COST	04/01/2026		
				E 16-900-220-000-000		46.43	
						46.43	
							166.08
83571	04/16/2026	VERIZON WIRELESS	6139384173	ALPR CARD LINE CHARGES FEB-MAR 2026	03/23/2026		
				E 10-190-235-000-000		190.05	
						190.05	
							190.05
83572	04/16/2026	WILLDAN	002-37621	MAR 2026 PLAN CHECK/ INSPECTION SVCS FOR BUILDING & SAFETY	04/07/2026		
				E 10-172-250-100-000		11,471.18	
						11,471.18	
			00632006	FEB 2026 PROFESSIONAL SERVICES FOR GATEWAY SPECIFIC PLAN	04/01/2026		
				B 23-515-90-00		6,770.00	
						6,770.00	
			002-37622	MAR 2026 PLAN CHECKING SERVICES FOR VARIOUS DEVELOPERS	04/07/2026		
				B 23-515-16-00		135.00	
				B 23-515-55-00		135.00	
						270.00	
							18,511.18

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83573	04/16/2026	VIRGINIA ZARAGOZA	04142026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS	04/14/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00
83574	04/30/2026	A STORAGE PLACE	05/01/2026 - B15	MAY 2026 RENT FOR UNIT B15	04/16/2026		
				E 10-140-241-000-000		260.00	
						260.00	
							260.00
83575	04/30/2026	IRMA ALANIZ	04292026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS	04/29/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00
83576	04/30/2026	ALESHIRE AND WYNDER LLP	104443	MAR 2026 LEGAL SERVICES - GENERAL	04/17/2026		
				E 10-160-250-000-000		10,670.00	
						10,670.00	
			105183	MAR 2026 LEGAL SERVICES - GENERAL AFTER 42 HRS	04/17/2026		
				E 10-160-250-000-000		5,347.80	
						5,347.80	
			104444	MAR 2026 LEGAL SERVICES - REAL ESTATE	04/17/2026		
				E 10-160-250-000-000		1,254.40	
						1,254.40	
			104445	MAR 2026 LEGAL SERVICES - COMMUNITY HOUSING GROUP, LLC	04/17/2026		
				E 10-160-250-100-000		989.64	
						989.64	
							18,261.84
83577	04/30/2026	ALLIANT	3495459	INSURANCE FOR BLUE MOUNTAIN FESTIVAL	04/14/2026		
				E 69-120-220-000-000		595.00	
						595.00	
							595.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83578	04/30/2026	LAVINA ALTMAN	04232026	REFUND BOOTH RESERVATION FEE FOR BLUE MOUNTAIN FESTIVAL 2026	04/23/2026		
				E 69-120-220-000-000		60.00	
						60.00	60.00
83579	04/30/2026	AM SIGNAL LLC	M31995	(2) SPEED RADAR SIGNS	04/23/2026		
				E 10-175-900-000-000		10,594.48	
						10,594.48	10,594.48
83580	04/30/2026	AT AND T	OCT25-APR26 AT&T	OCT 2025 - APR 2026 AT&T ALARM LINES	04/01/2026		
				E 10-190-235-000-000		17,570.50	
						17,570.50	17,570.50
83581	04/30/2026	BASIC BACKFLOW	55922	BACKFLOW INSPECTIONS THROUGHOUT CITY	04/03/2026		
				E 10-175-244-000-000		1,798.00	
						1,798.00	1,798.00
83582	04/30/2026	BENSON PRODUCTIONS	1631	MAR 2026 VIDEOGRAPHER SERVICES FOR CITY COUNCIL AND PLANNING COMMISSION	04/20/2026		
				E 67-380-250-000-000		1,610.00	
						1,610.00	
			1632	APR 2026 VIDEOGRAPHER SERVICES FOR CITY COUNCIL AND PLANNING COMMISSION	04/20/2026		
				E 67-380-250-000-000		900.00	
						900.00	2,510.00
83583	04/30/2026	CHRISTY BOAL	04232026	REFUND BOOTH RESERVATION FEE FOR BLUE MOUNTAIN FESTIVAL 2026	04/23/2026		
				E 69-120-220-000-000		50.00	
						50.00	50.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83584	04/30/2026	CITY OF SAN BERNARDINO	2026-00000040	FY2025-26 Q3 ANIMAL CONTROL OPERATING COSTS	04/21/2026		
				E 10-185-255-000-000		9,569.84	
						9,569.84	
			2026-00000035	APR 2026 ANIMAL CONTROL SERVICES - CAPITAL IMPROVEMENT COSTS	04/15/2026		
				E 10-185-255-000-000		4,546.00	
						4,546.00	
							14,115.84
83585	04/30/2026	DENTAL HEALTH SERVICES	2554501	MAY 2026 EMPLOYEE PAID DENTAL INSURANCE	04/16/2026		
				B 10-022-70-00		157.20	
						157.20	
							157.20
83586	04/30/2026	EYEMED FIDELITY SECURITY LIFE	167332415	MAY 2026 EMPLOYEE PAID VISION INSURANCE	04/21/2026		
				B 10-022-71-00		185.64	
						185.64	
							185.64
83587	04/30/2026	EZ SUNNYDAY LANDSCAPE	10605	OVERSEEDING AND IRRIGATION REPAIRS AT GRIFFIN PARK	04/17/2026		
				E 10-450-245-000-000		18,500.00	
						18,500.00	
			10604	APR 2026 LANDSCAPING SERVICES - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE	04/17/2026		
				E 10-175-244-000-000		80.00	
				E 10-195-245-000-000		200.00	
				E 10-450-245-000-000		3,285.00	
				E 26-600-255-000-000		150.00	
				E 26-601-255-000-000		80.00	
						3,795.00	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			10477	APR 2026 WEED ABATEMENT - MIRADO CANAL FULL LENGTH TO PICO	04/02/2026		
				E 10-631-255-000-000		2,150.00	
						2,150.00	
			10480	APR 2026 WEED ABATEMENT AT EMPTY LOT AT PRESTON AND BARTON	04/02/2026		
				E 10-195-245-000-000		866.65	
						866.65	
			10603	APR 2026 LANDSCAPING SERVICES - TRACT 18070 JADEN	04/17/2026		
				E 26-605-255-000-000		750.00	
						750.00	
			10479	APR 2026 WEED ABATEMENT ON LOT BARTON RD WEST OF CITY HALL	04/02/2026		
				E 10-450-245-000-000		450.00	
						450.00	
			10478	APR 2026 WEED ABATEMENT ON CANAL AT PASCAL AND VIVIENDA	04/02/2026		
				E 10-631-255-000-000		400.00	
						400.00	
			10602	APR 2026 JADEN CT IRRIGATION MAINTENANCE	04/17/2026		
				E 26-605-255-000-000		150.00	
						150.00	
							27,061.65
83588	04/30/2026	FASTSIGNS SAN BERNARDINO	INV-26556	SIGNS FOR RICHARD ROLLINS PARK	04/06/2026		
				E 10-450-245-000-000		164.48	
						164.48	
							164.48
83589	04/30/2026	GLADWELL GOVERNMENTAL SERVICE	6163	GRAND TERRACE RECORDS RETENTION SCHEDULE MAINTENANCE AND ASSISTANCE	04/27/2026		
				E 10-125-250-000-000		1,000.00	
						1,000.00	
							1,000.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83590	04/30/2026	GRAINGER	9845082677	(4) BATHROOM SINK REPLACEMENTS FOR PARKS	03/17/2026		
				E 10-450-227-000-000		4,277.50	
						4,277.50	
			9882808901	URINAL SCREEN FOR CITY HALL RESTROOMS	04/16/2026		
				E 10-195-245-000-000		36.59	
						36.59	
							4,314.09
83591	04/30/2026	GRAND TERRACE CITY NEWS	21221	GT 04.23.2026 CITY AD: NOTICE OF INVITING BIDS	04/22/2026		
				E 10-175-230-000-000		499.50	
						499.50	
			21212	GT 04.23.2026 CITY AD: APPLICATIONS FOR PLANNING COMMISSION	04/22/2026		
				E 10-125-230-000-000		499.50	
						499.50	
			21213	GT 04.23.2026 CITY AD: APPLICATIONS FOR HISTORICAL & CULTURAL COMMITTEE	04/22/2026		
				E 10-125-230-000-000		499.50	
						499.50	
			20922	GT 03.26.2026 CITY AD: NOTICE INVITING BIDS TRAFFIC SIGNAL MAINTENANCE	03/23/2026		
				E 10-175-230-000-000		399.60	
						399.60	
			21004	GT 04.02.2026 CITY AD: NOTICE INVITING BIDS FREEDOM PARK	04/01/2026		
				E 10-175-230-000-000		399.60	
						399.60	
			21005	GT 04.02.2026 CITY AD: NOTICE INVITING BIDS FREEDOM PARK PG 2	04/01/2026		
				E 10-175-230-000-000		399.60	
						399.60	

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			21157	GT 04.23.2026 CITY AD: ORD NO. 376 2ND READING	04/16/2026		
				E 10-370-230-000-000		161.44	
						161.44	
							2,858.74
83592	04/30/2026	HDL COREN CONE	4277	APR-JUN 2026 PROPERTY TAX SERVICES	04/27/2026		
				E 10-140-250-000-000		2,673.27	
						2,673.27	
							2,673.27
83593	04/30/2026	HEALTH BENEFIT AND RETIREMENT	PAYDATE 04302026 ARS	PAYDATE 04302026 ARS RETIREMENT	04/30/2026		
				B 10-022-68-00		131.51	
						131.51	
							131.51
83594	04/30/2026	HIGH DESERT GRAPHICS	55091	NAME BADGES - GABRIEL ARGUELLES, SCOTT HUTTER, JESSICA BROWN	04/16/2026		
				E 10-370-210-000-000		42.24	
				E 65-425-220-000-000		21.12	
						63.36	
							63.36
83595	04/30/2026	HOLIDAY OUTDOOR DECOR	INV23958	HOLIDAY POLE MOUNTS FOR LIGHT UP GT	04/14/2026		
				E 62-120-220-000-000		5,417.15	
						5,417.15	
							5,417.15
83596	04/30/2026	IGM TECHNOLOGY CORP	INV-2380	MAR 2026-27 BUDGET PLANNING SOFTWARE	03/26/2026		
				E 10-140-250-000-000		20,837.00	
						20,837.00	
							20,837.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83597	04/30/2026	INLAND BUSINESS FORMS	36636	#10 WINDOW ENVELOPES	04/23/2026		
				E 10-190-210-000-000		237.50	
						237.50	
			36635	#10 REGULAR ENVELOPES	04/23/2026		
				E 10-190-210-000-000		219.37	
						219.37	
			36641	BUSINESS CARDS - SCOTT HUTTER AND GABRIEL ARGUELLES	04/24/2026		
				E 10-370-210-000-000		115.85	
						115.85	
							572.72
83598	04/30/2026	APRIL KING	04282026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 04/12/2026	04/28/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00
83599	04/30/2026	KONICA MINOLTA	49039583	APR-MAY 2026 RENT FOR ADDITIONAL PHOTOCOPIER	04/21/2026		
				E 10-190-700-000-000		142.92	
						142.92	
							142.92
83600	04/30/2026	KONICA MINOLTA BUS. SOLUTIONS	9010847918	03/15/2026-04/14/2026 CITYWIDE PHOTOCOPIER SERVICES	04/14/2026		
				E 10-190-212-000-000		331.27	
						331.27	
							331.27
83601	04/30/2026	TOMMY LARRIBA	04292026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS	04/29/2026		
				B 23-515-22-00		20.00	
						20.00	
							20.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83602	04/30/2026	LINCOLN NATIONAL LIFE INSURANC	LCLN MAY 2026	MAY 2026 LIFE/AD&D/DEP LIFE/WI/LTD	05/01/2026		
				B 10-022-66-00		1,214.08	
				E 10-120-142-000-000		66.04	
				E 10-125-142-000-000		23.71	
				E 10-140-142-000-000		54.27	
				E 10-172-142-000-000		10.34	
				E 10-175-142-000-000		44.86	
				E 10-185-142-000-000		22.04	
				E 10-370-142-000-000		31.65	
				E 10-450-142-000-000		21.91	
				E 16-175-142-000-000		10.95	
				E 22-425-142-000-000		11.25	
				E 52-400-142-000-000		2.39	
				E 65-425-142-000-000		7.14	
						1,520.63	
							1,520.63
83603	04/30/2026	LOMA LINDA HEAT AND A C INC	21182615	INSPECTION FOR A/C SYSTEM AT CITY HALL	04/10/2026		
				E 10-195-257-000-000		195.00	
						195.00	
							195.00
83604	04/30/2026	NATIONAL CONSTRUCTION RENTALS	8169894	RENTAL FOR FENCE AROUND LIGHT POLE AT VETERAN'S FREEDOM PARK	04/07/2026		
				E 10-175-240-000-000		500.00	
						500.00	
			8171603	RENTAL FOR FENCE AROUND LIGHT POLE AT VETERAN'S FREEDOM PARK	04/09/2026		
				E 10-175-240-000-000		500.00	
						500.00	
							1,000.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83605	04/30/2026	ODP BUSINESS SOLUTIONS LLC	462771633001	PRINTER INK, BATH TISSUE, LINERS, AND TOWELS	04/01/2026		
				E 10-175-210-000-000		343.43	
				E 10-190-210-000-000		759.48	
				E 10-450-245-000-000		628.06	
				E 10-805-245-000-000		112.40	
						1,843.37	
			464693605001	SUPPLIES FOR BREAK ROOM AT CITY HALL	04/14/2026		
				E 10-190-210-000-000		483.56	
						483.56	
			464697996001	PAPER TOWELS FOR CITY HALL BREAK ROOM	04/14/2026		
				E 10-190-210-000-000		88.28	
						88.28	
			464697997001	URINAL SCREEN FOR RESTROOMS AT CITY HALL	04/14/2026		
				E 10-195-245-000-000		39.86	
						39.86	
							2,455.07
83606	04/30/2026	ON SITE COMPUTING	54005350	(2) LAPTOP REPLACEMENTS FOR CITY COUNCIL	04/13/2026		
				E 10-110-210-000-000		5,189.33	
						5,189.33	
							5,189.33
83607	04/30/2026	PRINT READY	3103	T-SHIRTS FOR EARTH DAY	04/17/2026		
				E 10-175-244-000-000		250.25	
						250.25	
							250.25
83608	04/30/2026	R MIRANDA DESIGN	20260421	FINAL PAYMENT - DEVELOPMENT OF FLOOR PLAN FOR COGT FACILITY BUILDING	04/21/2026		
				E 10-195-245-000-000		500.00	
						500.00	
							500.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83609	04/30/2026	LARISSA SALAMANCA-MOORE	04292026	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS	04/29/2026		
				B 23-515-22-00		30.00	
						30.00	
							30.00
83610	04/30/2026	SITEONE LANDSCAPE SUPPLY	164725914-001	IRRIGATION SUPPLIES FOR ORANGE GROVES	04/14/2026		
				E 10-175-244-000-000		518.34	
						518.34	
			164497190-001	IRRIGATION SUPPLIES FOR FREEDOM PARK	04/09/2026		
				E 10-450-245-000-000		37.72	
						37.72	
							556.06
83611	04/30/2026	SO CAL LOCKSMITH	68182	KEY FOR SHERIFF ANNEX	04/22/2026		
				E 10-195-245-000-000		6.50	
						6.50	
							6.50
83612	04/30/2026	SUPERIOR BUILDING MAINTENANCE	10735	MAY 2026 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	04/22/2026		
				E 10-195-245-000-000		3,378.00	
				E 10-450-245-000-000		1,922.00	
				E 10-805-245-000-000		1,708.00	
						7,008.00	
			10730	APR 2026 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	03/24/2026		
				E 10-195-245-000-000		3,378.00	
				E 10-450-245-000-000		1,922.00	
				E 10-805-245-000-000		1,708.00	
						7,008.00	
							14,016.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83613	04/30/2026	TEAMSTERS LOCAL 1932	057	MAY 2026 EMPLOYEE PAID MEMBERSHIP DUES	04/17/2026		
				B 10-022-72-00		734.50	
						734.50	
							734.50
83614	04/30/2026	TOP TIER PLUMBING AND ROOTER	3726	RESTROOM REPAIRS AT CITY HALL	04/23/2026		
				E 10-195-245-000-000		398.88	
						398.88	
							398.88
83615	04/30/2026	TYLER TECHNOLOGIES INC	025-550243	APR 2026 ERP PRO 10 IMPLEMENTATION COSTS	04/15/2026		
				E 10-140-250-000-000		248.62	
						248.62	
							248.62
83616	04/30/2026	WEST COAST ARBORISTS INC	239788	JAN 2026 TREE MAINTENANCE OUT OF CYCLE	01/31/2026		
				E 10-175-245-000-000		3,224.00	
						3,224.00	
			241163-A	CHRISTMAS LIGHT REMOVAL FOR LIGHT UP GT 2026	02/28/2026		
				E 62-120-220-000-000		873.00	
						873.00	
							4,097.00
83617	04/30/2026	WILLDAN	00423748	MAR 2026 PROFESSIONAL SERVICES FOR DUTCH BROS	04/15/2026		
				B 23-515-81-00		4,896.00	
						4,896.00	
			00423749	MAR 2026 PROFESSIONAL SERVICES FOR RHWC WATER TREATMENT FACILITY	04/15/2026		
				B 23-520-26-00		30.75	
						30.75	
							4,926.75

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
968997	04/28/2026	AMERICAN FIDELITY ASSURANCE CO	D968997	MAY 2026 - EMPLOYEE CANCER & ACCIDENT INSURANCE	05/01/2026		
				B 23-250-20-00		668.02	
						668.02	
							668.02
980009	04/08/2026	SO CA GAS COMPANY	MAR 2026 GAS SERVICE	MAR 2026 GAS SERVICE	04/08/2026		
				E 10-190-238-000-000		45.87	
				E 10-805-238-000-000		144.57	
						190.44	
							190.44
2710199	04/28/2026	AMERICAN FIDELITY ASSURANCE CO	2710199A	MAY 2026 EMP PAID FLEX SPEND/DEP CARE	03/31/2026		
				B 23-250-10-00		441.65	
						441.65	
							441.65
18209464	04/13/2026	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 04022026 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/02/2026	04/02/2026		
				B 10-022-62-00		13,187.35	
						13,187.35	
							13,187.35
18240717	04/27/2026	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 04162026 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/16/2026	04/16/2026		
				B 10-022-62-00		13,211.64	
						13,211.64	
							13,211.64

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
18244863	04/06/2026	CA PUB EMPLOYEES RETIRE SYSTEM	04012026 HPERS	APR 2026 PERS HEALTH INSURANCE ACH 1003258949	04/01/2026		
				B 10-022-61-00		3,554.69	
				E 10-120-142-000-000		4,276.66	
				E 10-125-142-000-000		1,888.72	
				E 10-140-142-000-000		2,807.49	
				E 10-172-142-000-000		969.95	
				E 10-175-142-000-000		3,879.81	
				E 10-185-142-000-000		1,939.91	
				E 10-190-142-000-000		5,837.55	
				E 10-370-142-000-000		918.77	
				E 10-450-142-000-000		1,939.91	
				E 16-175-142-000-000		969.95	
				E 22-425-142-000-000		918.77	
				E 65-425-142-000-000		969.95	
						30,872.13	
							30,872.13
18273346	04/13/2026	CALPERS 457 PLAN	PAYDATE 04022026 457	EFT PAYMENT CALPERS ACH CONFIRM #1003264866	04/02/2026		
				B 10-022-63-00		2,800.00	
						2,800.00	
							2,800.00
18282672	04/27/2026	CALPERS 457 PLAN	PAYDATE 04162026 457	EFT PAYMENT CALPERS ACH CONFIRM #1003274023	04/16/2026		
				B 10-022-63-00		2,800.00	
						2,800.00	
							2,800.00

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
37480826	04/08/2026	SO CA EDISON COMPANY	MAR 2026 EDISON	MAR 2026 EDISON	04/01/2026		
				E 10-175-238-000-000		6.96	
				E 10-190-238-000-000		6,260.53	
				E 10-450-238-000-000		4,277.24	
				E 16-510-238-000-000		7,971.74	
				E 26-600-238-000-000		79.56	
				E 26-601-238-000-000		64.64	
				E 26-602-238-000-000		89.51	
				E 26-603-238-000-000		14.92	
				E 26-604-238-000-000		70.82	
				E 26-605-238-000-000		71.03	
				E 65-425-700-000-000		244.00	
						19,150.95	
							19,150.95
111779266	04/09/2026	WEX BANK	111779266	MAR-APR 2026 VEHICLE FUEL CHEVRON	04/06/2026		
				E 10-175-272-000-000		2,155.96	
				E 10-185-272-000-000		606.74	
						2,762.70	
							2,762.70

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
420946526	04/08/2026	US BANK	MAR2026 CAL CARD	MAR-APR 2026 CAL CARD CHARGES	04/06/2026		
				B 10-017-00-00 PREPAID EXPENSE		3,814.35	
				E 10-110-210-000-000 OFFICE SUPPLIES		635.73	
				E 10-110-220-000-000 MTRLS & SUPPLIES		1,555.47	
				E 10-110-270-000-000 CONFERENCE		5,309.99	
				E 10-120-210-000-000 OFFICE SUPPLIES		54.35	
				E 10-120-220-200-000 MTRLS & SUPPLIES		-689.51	
				E 10-120-270-000-000 CONFERENCE		456.64	
				E 10-125-210-000-000 OFFICE SUPPLIES		195.27	
				E 10-125-265-000-000 MEMBERSHIPS/DUES		15.00	
				E 10-140-210-000-000 OFFICE SUPPLIES		33.28	
				E 10-175-210-000-000 OFFICE SUPPLIES		203.66	
				E 10-175-218-000-000 OFFICE SUPPLIES		1,063.77	
				E 10-175-246-000-000 OFFICE SUPPLIES		127.17	
				E 10-175-268-000-000 TRAINING		290.00	
				E 10-175-270-000-000 CONFERENCE		197.80	
				E 10-175-272-000-000 VEHICLE MAINT		-17.94	
				E 10-185-210-000-000 OFFICE SUPPLIES		22.07	
				E 10-185-218-000-000 UNIFORMS		247.34	
				E 10-185-272-000-000 VEHICLE MAINT		107.65	
				E 10-190-210-000-000 OFFICE SUPPLIES		39.35	
				E 10-190-220-000-000 MTRLS & SUPPLIES		1,232.84	
				E 10-190-272-000-000 VEHICLE MAINT		70.58	
				E 10-195-245-000-000 MTRLS & SUPPLIES		2,675.98	
				E 10-450-245-000-000 MTRLS & SUPPLIES		3,612.13	
				E 10-801-270-000-000 CONFERENCE		980.66	
				E 10-805-210-000-000 OFFICE SUPPLIES		123.42	
				E 10-805-220-000-000 MTRLS & SUPPLIES		166.94	
				E 10-805-245-000-000 MTRLS & SUPPLIES		29.87	
				E 65-425-220-000-000 MTRLS & SUPPLIES		573.27	
				E 65-425-272-000-000 VEHICLE MAINT		150.00	
				E 69-120-220-000-000 MTRLS & SUPPLIES		216.89	
						23,494.02	
							23,494.02

Check Register
CITY OF GRAND TERRACE
As of 4/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
701054653	04/08/2026	VERIZON WIRELESS	6139905676	MAR-APR 2026 MONTHLY PHONE CHARGES	04/01/2026		
				E 10-120-235-000-000		116.43	
				E 10-125-235-000-000		77.62	
				E 10-140-235-000-000		116.43	
				E 10-172-235-000-000		38.81	
				E 10-175-235-000-000		717.36	
				E 10-185-235-000-000		162.29	
				E 10-190-235-000-000		270.09	
				E 10-370-235-000-000		77.62	
				E 10-805-235-000-000		38.81	
				E 65-425-235-000-000		38.81	
						1,654.27	
							1,654.27
					Total Checks:		**936,819.52**

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace

This page left intentionally blank.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Approve Check #83548 to Mayor Hussey in the amount of $419.20 from the April 2026 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #83548 TO MAYOR HUSSEY IN THE AMOUNT OF $419.20 FROM THE APRIL 2026 CHECK REGISTER**

2030 VISION STATEMENT:
This staff report supports Goal #1, “Ensuring Our Fiscal Viability”, through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:
The check register for the month of April-2026 was prepared in accordance with Government Code §37202 and submitted to City Council at the June 23, 2026 meeting.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month.

DISCUSSION:
The April 2026 check register is submitted to City Council on June 23, 2026 with the exception of check #83548 to Mayor Hussey for $419.20 to reimburse him for health insurance. The Mayor has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:
N/A

FISCAL IMPACT:
The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER
Account Index

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Fund No.	Fund Name	Dept No.	Department Cost Center	Acct No.	General Account Numbers
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER CHECK #83548

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 04/30/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83548	04/16/2026	WILLIAM HUSSEY	APR2026-BH HLTH REIM	AR 2026 HEALTH REIMBURSEMENTP	04/10/2026		
				E 10-110-142-000-000		419.20	
						419.20	419.20
					Total Checks:		**419.20**

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace

This page left intentionally blank.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Approval of the May-2026 Check Register in the Amount of $616,428.31.

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE CHECK REGISTER NO. 05312026 IN THE AMOUNT OF $616,428.31 AS SUBMITTED, FOR THE MONTH ENDING MAY 31, 2026**

2030 VISION STATEMENT:
This staff report supports Goal #1, “Ensuring Our Fiscal Viability”, through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:
The check register for the month of May-2026 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council’s approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of May-2026.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:
CHECK REGISTER

A total of $616,428.31 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than $10,000 for the month of May-2026.

Payments larger than $10,000:

Check No.	Payee	Description	Amount
83620	ALBERT A WEBB ASSOCIATES	SURVEY AND MAPPING SVCS FOR BLUE MTN TRAIL	$12,450.00

83634	DM CONTRACTING	FY2025-26 CONCRETE REHABILITATION PROJECT	$43,277.82
83639	GOVINVEST INC	FY226-27 PENSION & OPEB MODULES	$14,722.81
83654	MOST DEPENDABLE FOUNTAINS INC	(4) DRINKING FOUNTAINS FOR VARIOUS PARKS	$19,779.30
83661	SB COUNTY SHERIFF	MAY 2026 LAW ENFORCEMENT SERVICES	$229,220.00
83673	ALESHIRE & WYNDER LLP	APR 2026 LEGAL SERVICES	$20,443.80
83675	CIVIC PLUS	FY2026-27 SOCIAL MEDIA ARCHIVING AND CITY ORDINANCE & CODIFICATION HOSTING	$14,810.63
83689	ONSITE COMPUTING	JUN 2026 IT SERVICES	$11,043.32
83693	REVENUE AND COST SPECIALISTS	MAY 2026 DEVELOPMENT IMPACT FEE STUDY	$10,900.00
83706	WILLDAN	APR 2026 PROFESSIONAL SVCS FOR GATEWAY SPECIFIC PLAN; CONCRETE REHAB INSPECTION SVCS; DUTCH BROS; VARIOUS DEVELOPERS AND PLAN CHECK/INSPECTION SVCS FOR PUBLIC WORKS	$16,782.75
18240737	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/30/2026	$13,080.48
18276038	CA PUB EMPLOYEES RETIRE SYSTEM	MAY 2026 PERS HEALTH INSURANCE	$29,034.84
38410043	SO CA EDISON COMPANY	APR 2026 ENERGY USAGE	$18,172.98
428290926	US BANK	APR-MAY 2026 CAL CARD CHARGES	$15,745.54
	TOTAL PAYMENTS LARGER THAN $10,000		**$469,464.27**

PAYROLL

Payroll costs for the month:

Pay Per.		Period Start		Period End	Pay Date	Amount
May-26						
23	From	4/25/2026	to	5/8/2026	5/14/2026	$85,445.18
24	From	5/9/2026	to	5/22/2026	5/28/2026	$86,772.36
						$172,217.54

ENVIRONMENTAL IMPACT:
N/A

FISCAL IMPACT:
All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2025-26 in the amount of:

Description	Amount
May-26	
Check Register	$616,428.31
Payroll	$172,217.54
	$788,645.85

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER
Account Index

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Fund No.	Fund Name	Dept No.	Department Cost Center	Acct No.	General Account Numbers
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending May 31, 2026

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83618	05/14/2026	8X8 INC	5604516	MAY 2026 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES	05/01/2026		
				E 10-190-235-000-000		1,329.68	
						1,329.68	
							1,329.68
83619	05/14/2026	ADT SECURITY SERVICES	1212474364	MAY-JUN 2026 SENIOR CENTER SECURITY MONITORING	04/27/2026		
				E 10-805-245-000-000		56.55	
						56.55	
							56.55
83620	05/14/2026	ALBERT A WEBB ASSOCIATES	ARIV0012704	SURVEY AND MAPPING SERVICES FOR BLUE MOUNTAIN TRAIL	04/25/2026		
				E 49-473-700-000-000		12,450.00	
						12,450.00	
							12,450.00
83621	05/14/2026	ALESHIRE AND WYNDER LLP	104442	MAR 2026 LEGAL SERVICES FOR BRSP	04/17/2026		
				B 23-515-59-00		416.40	
						416.40	
							416.40
83622	05/14/2026	AMERITAS LIFE INSURANCE CORP	MAY 2026	MAY 2026 EMPLOYEE PAID DENTAL INSURANCE	05/01/2026		
				B 10-022-70-00		918.48	
						918.48	
							918.48
83623	05/14/2026	ATHLETIC FIELD SPECIALISTS	8604	APR 2026 TURF MAINTENANCE FOR RICHARD ROLLINS PARK	04/30/2026		
				E 10-450-245-000-000		2,350.00	
						2,350.00	
							2,350.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83624	05/14/2026	BASIC BACKFLOW	56479	BACKFLOW INSPECTIONS AND REPAIRS AT SENIOR CENTER, PARKS, AND PARKWAYS	05/02/2026		
				E 10-175-244-000-000		877.54	
				E 10-450-245-000-000		585.03	
				E 10-805-245-000-000		292.51	
						1,755.08	
							1,755.08
83625	05/14/2026	CA DEPT OF TRANSPORTATION	SL260840	JAN-MAR 2026 SIGNALS AND LIGHTING BILLING	04/20/2026		
				E 16-510-255-000-000		1,055.92	
						1,055.92	
							1,055.92
83626	05/14/2026	CA STATE CONTROLLER	FTB-00008753	STATE CONTROLLER 2025 OFFSETS PROGRAM	05/06/2026		
				E 10-140-250-000-000		115.17	
						115.17	
							115.17
83627	05/14/2026	CA STATE DEPT OF CONSERVATION	SMIP2026-3Q-03	2025-26 SMIP 3RD QUARTER JAN 2026 - MAR 2026	03/15/2026		
				R 10-700-01		-0.05	
				B 23-200-21-00		0.90	
						0.85	
							0.85
83628	05/14/2026	CALIBER	10	POSTERS FOR BLUE MOUNTAIN FESTIVAL 2026	05/11/2026		
				E 69-120-220-000-000		167.47	
						167.47	
							167.47
83629	05/14/2026	CHARTER COMMUNICATIONS	25430460104212	CITY HALL INTERNET - PEG CITY HALL - APR-MAY 2026	04/21/2026		
				E 67-380-250-000-000		540.00	
						540.00	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			18875330104212	RICHARD ROLLINS PARK INTERNET - APR-MAY 2026	04/21/2026		
				E 10-450-238-000-000		329.99	
						329.99	
			18875320104212	CITY HALL INTERNET - CITY HALL - APR-MAY 2026	04/21/2026		
				E 10-190-238-000-000		329.99	
						329.99	
			18875300104212	SR CENTER INTERNET - HSD3 - APR-MAY 2026	04/21/2026		
				E 10-805-238-000-000		140.00	
						140.00	
			18875310104212	CITY HALL CABLE - CITY HALL - APR-MAY 2026	04/21/2026		
				E 10-190-238-000-000		60.01	
						60.01	
			234703801050126	CITY HALL ELEVATOR PHONE - MAY 2026	05/01/2026		
				E 10-195-246-000-000		46.03	
						46.03	
							1,446.02
83630	05/14/2026	LUKE CHEN	05132026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PAR SHLTR A&B 3/21/2026	05/13/2026		
				B 23-515-22-00		100.00	
						100.00	
							100.00
83631	05/14/2026	COLTON JT UNIFIED SCHOOL DIST	04142026	FACILITY USE - TERRACE HILLS MIDDLE SCHOOL PARKING LOT - BLUE MOUNTAIN FESTIVAL	04/14/2026		
				E 69-120-220-000-000		600.00	
						600.00	
							600.00
83632	05/14/2026	COLTON PUBLIC UTILITIES	DEC25-JAN26 G	DEC25-JAN26 GT SEWER COMM	04/29/2026		
				E 10-190-238-000-000		1,997.32	
						1,997.32	
							1,997.32

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83633	05/14/2026	STEPHANIE DARWIN	05122026	REIMBURSEMENT - DECORATIONS FOR ART SHOW	05/12/2026		
				E 10-804-220-000-000		90.95	
						90.95	
							90.95
83634	05/14/2026	DM CONTRACTING	7295	FY2025-26 CONCRETE REHABILITATION PROJECT	05/01/2026		
				E 46-900-321-000-000		43,277.82	
						43,277.82	
							43,277.82
83635	05/14/2026	EZ SUNNYDAY LANDSCAPE	10482	APR 2026 WEED ABATEMENT ON HILL AT OBSERVATION	04/02/2026		
				E 10-450-245-000-000		533.00	
						533.00	
			10485	APR 2026 WEED ABATEMENT CANAL FRONT VIVIENDA TO MICHIGAN	04/02/2026		
				E 10-631-255-000-000		450.00	
						450.00	
			10484	APR 2026 WEED ABATEMENT ON CANAL AT VAN BUREN AND MICHIGAN	04/02/2026		
				E 10-631-255-000-000		400.00	
						400.00	
			10483	APR 2026 WEED ABATEMENT ON BARTON AND LA CROSSE	04/02/2026		
				E 10-175-244-000-000		400.00	
						400.00	
							1,783.00
83636	05/14/2026	LORI GARCIA	05142026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS	05/14/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83637	05/14/2026	GENERAL DOOR SERVICE INC	8871	TIMER BOX INSTALLATION FOR GATES AT PARKS	04/15/2026		
				E 10-450-245-000-000		2,020.99	
						2,020.99	
			8973	REPAIRS TO GATE AT RICHARD ROLLINS PARK	05/06/2026		
				E 10-450-245-000-000		1,395.08	
						1,395.08	
			8936	REPAIRS FOR GATE AT RICHARD ROLLINS PARK	04/28/2026		
				E 10-450-245-000-000		600.00	
						600.00	
							4,016.07
83638	05/14/2026	GOODMAN AND ASSOCIATES	6127	APR 2026 INTERIM CITY ENGINEER SERVICES	05/04/2026		
				E 10-175-250-020-000		7,472.50	
						7,472.50	
							7,472.50
83639	05/14/2026	GOVINVEST INC	2026-6848	FY2026-27 PENSION AND OPEB MODULES LICENSE FEE	04/30/2026		
				B 10-017-00-00		14,722.81	
						14,722.81	
							14,722.81
83640	05/14/2026	GRAND TERRACE CITY NEWS	20752	GT 03.05.2026 CITY AD: EXTENSION OF SA 22-01, V 22-01, E 22-01	03/03/2026		
				E 10-370-230-000-000		582.75	
						582.75	
			21289	GT 04.30.2026 CITY AD: HEARING NOTICE ZCA 26-01	04/28/2026		
				E 10-370-230-000-000		582.75	
						582.75	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			21214	GT 04.23.2026 CITY AD: NOTICE OF HEARING LEVY INCREASE	03/03/2026		
				E 26-600-274-000-000		71.35	
				E 26-601-274-000-000		71.35	
				E 26-602-274-000-000		71.36	
				E 26-603-274-000-000		71.36	
				E 26-604-274-000-000		71.36	
				E 26-605-274-000-000		71.36	
				E 26-606-274-000-000		71.36	
						499.50	
			21290	GT 04.30.2026 CITY AD: HEARING NOTICE ZCA 26-02 GPA 26-01 ZC 26-01	04/28/2026		
				E 10-370-230-000-000		499.50	
						499.50	
			21361	GT 05.07.2026 CITY AD: HISTORICAL AND CULTURAL COMM VACANCY	05/05/2026		
				E 10-125-230-000-000		499.50	
						499.50	
			21362	GT 05.07.2026 CITY AD: PLANNING COMMISSION VACANCY	05/05/2026		
				E 10-125-230-000-000		499.50	
						499.50	
							3,163.50
83641	05/14/2026	JASON GREELEY	05132026	REIMBURSEMENT - TRUSS AND MUSIC FOR ART SHOW	05/13/2026		
				E 10-804-220-000-000		679.00	
						679.00	
							679.00
83642	05/14/2026	HOME DEPOT CREDIT SERVICE	1513970	CLEANING SUPPLIES, SHOP SUPPLIES, AND SUPPLIES FOR FENCE AT CITY HALL	04/15/2026		
				E 10-175-218-000-000		31.39	
				E 10-190-210-000-000		25.48	
				E 10-195-245-000-000		108.58	
				E 10-450-245-000-000		19.83	
						185.28	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			511617	MAINTENANCE SUPPLIES FOR FREEDOM PARK	03/27/2026		
				E 10-450-245-000-000		75.48	
						75.48	
			2610579	IRRIGATION SUPPLIES FOR ORANGE GROVES REPAIRS	04/14/2026		
				E 10-175-244-000-000		57.25	
						57.25	
			610882	MAINTENANCE AND OFFICE SUPPLIES	04/16/2026		
				E 10-195-245-000-000		8.13	
				E 10-805-210-000-000		41.11	
						49.24	
			1024833	SUPPLIES FOR FENCE REPAIR AT CITY HALL	04/15/2026		
				E 10-195-245-000-000		43.30	
						43.30	
			623533	SUPPLIES FOR MAINTENANCE BUILDING REPAIRS	04/06/2026		
				E 10-195-245-000-000		18.23	
						18.23	
							428.78
83644	05/14/2026	INLAND BUSINESS FORMS	36653	BUSINESS CARDS - VARIOUS DEPARTMENTS	05/05/2026		
				E 10-110-210-000-000		306.52	
				E 10-120-210-000-000		61.30	
				E 10-140-210-000-000		61.30	
				E 10-175-210-000-000		61.30	
				E 10-185-210-000-000		122.60	
						613.02	
							613.02
83645	05/14/2026	PETRA JIMENEZ	05142026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS	05/14/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83646	05/14/2026	JONS FLAGS AND POLES	F92771	FLAGS FOR SENIOR CENTER	04/28/2026		
				E 10-805-245-000-000		300.15	
						300.15	
							300.15
83647	05/14/2026	JULIES PARTY RENTAL	3505	DANCE FLOOR RENTAL FOR 2026 BLUE MOUNTAIN FESTIVAL	02/10/2026		
				E 69-120-220-000-000		555.00	
						555.00	
							555.00
83648	05/14/2026	JUST APPRAISED INC	13569	FRONT DESK CALL VOICE PACKAGE	03/25/2026		
				E 10-190-220-000-000		5,750.00	
						5,750.00	
							5,750.00
83649	05/14/2026	APRIL KING	04282026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 04/12/2026	04/28/2026		
				B 23-515-22-00		50.00	
						50.00	
							50.00
83650	05/14/2026	KONICA MINOLTA	49082699	MAY-JUN 2026 RENT FOR (2) PHOTOCOPIERS	05/02/2026		
				E 10-190-700-000-000		260.32	
						260.32	
							260.32
83651	05/14/2026	KONICA MINOLTA BUS. SOLUTIONS	508087621	APR 2026 CITYWIDE PHOTOCOPIER MAINTENANCE	04/30/2026		
				E 10-190-212-000-000		224.61	
						224.61	
							224.61
83652	05/14/2026	MERCURY MAILING SYSTEMS INC	44338	PRINTING AND MAILING OF NOTICES FOR 97 AC ZONING CHANGE PROPOSAL	04/29/2026		
				E 10-370-230-000-000		2,253.39	
						2,253.39	
							2,253.39

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83653	05/14/2026	MIKE ROQUET CONSTRUCTION INC	0501-26	ASPHALT REPAIRS AT CARDINAL AND ORIOLE	05/04/2026		
				E 10-175-244-000-000		3,250.00	
						3,250.00	
							3,250.00
83654	05/14/2026	MOST DEPENDABLE FOUNTAINS INC	INV88066	DRINKING FOUNTAINS FOR VARIOUS PARKS	04/27/2026		
				E 10-450-710-000-000		19,779.30	
						19,779.30	
							19,779.30
83655	05/14/2026	LUZ MARIA PEREZ	05142026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS	05/14/2026		
				B 23-515-22-00		20.00	
						20.00	
							20.00
83656	05/14/2026	PRIMO BRANDS	06E8710353697	APR 2026 WATER SERVICES FOR CITY HALL AND SENIOR CENTER	05/06/2026		
				E 10-190-238-000-000		277.28	
				E 10-805-238-000-000		123.28	
						400.56	
			06E8710047048	APR 2026 WATER FILTRATION SYSTEM RENTAL	05/06/2026		
				E 10-190-238-000-000		53.28	
						53.28	
							453.84
83657	05/14/2026	Q3 CONSULTING	40658	MAR 2026 STORM DRAIN MASTER PLAN DEVELOPMENT	04/26/2026		
				E 10-631-255-000-000		6,940.00	
						6,940.00	
							6,940.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83658	05/14/2026	QUADIENT LEASING USA INC	Q2363307	APR-JUN 2026 POSTAGE METER LEASE	05/11/2026		
				E 10-190-211-000-000		967.55	
						967.55	
							967.55
83659	05/14/2026	RIVERSIDE PERSONNEL SERVICE	91600	WEEK ENDING 05/03/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	05/08/2026		
				E 10-175-250-000-000		1,573.20	
						1,573.20	
			91587	WEEK ENDING 04/26/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	05/01/2026		
				E 10-175-250-000-000		1,573.20	
						1,573.20	
							3,146.40
83660	05/14/2026	S B COUNTY LAND USE SERVICES	10-806-16	FY2025-26 FIRE HAZARD ABATEMENT SERVICES	04/16/2026		
				E 10-187-257-000-000		6,331.24	
						6,331.24	
							6,331.24
83661	05/14/2026	SB COUNTY SHERIFF	1800002491	MAY 2026 LAW ENFORCEMENT SERVICES	04/29/2026		
				E 10-410-255-000-000		3,056.25	
				E 10-410-256-000-000		209,959.59	
				E 14-411-256-000-000		16,204.16	
						229,220.00	
							229,220.00
83662	05/14/2026	SCA OF CA LLC	CA0943023	APR 2026 STREET SWEEPING SERVICES	04/30/2026		
				E 16-900-254-000-000		8,688.67	
						8,688.67	
							8,688.67

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83663	05/14/2026	SO CAL LOCKSMITH	68230	LOCK FOR OUTSIDE CLOSET AT SENIOR CENTER	04/28/2026		
				E 10-805-245-000-000		110.00	
						110.00	
							110.00
83664	05/14/2026	ST FRANCIS ELECTRIC	22147798	APR 2026 ROUTINE TRAFFIC SIGNAL MAINTENANCE	04/30/2026		
				E 16-510-255-000-000		557.55	
						557.55	
							557.55
83665	05/14/2026	T MOBILE	APR26 TMOBILE	APR 2026 BACKUP INTERNET SERVICE	04/20/2026		
				E 10-380-250-000-000		33.85	
						33.85	
							33.85
83666	05/14/2026	TERMINIX	471400142	APR 2026 GOPHER CONTROL FOR GRIFFIN PARK	04/27/2026		
				E 10-450-245-000-000		208.00	
						208.00	
			471550446	APR 2026 GOPHER CONTROL FOR PICO PARK	04/27/2026		
				E 10-450-245-000-000		170.00	
						170.00	
			471398783	APR 2026 PEST CONTROL SERVICES - CITY HALL	04/27/2026		
				E 10-195-245-000-000		138.00	
						138.00	
			471396783	APR 2026 PEST CONTROL SVCS FOR SENIOR CENTER	04/27/2026		
				E 10-805-245-000-000		133.00	
						133.00	
			471400138	APR 2026 GOPHER CONTROL FOR RICHARD ROLLINS PARK	04/27/2026		
				E 10-450-245-000-000		102.00	
						102.00	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			471400115	APR 2026 GOPHER CONTROL FOR DOG PARK	04/27/2026		
				E 10-450-245-000-000		102.00	
						102.00	
			471400158	APR 2026 GOPHER CONTROL FOR POCKET PARK	04/27/2026		
				E 10-450-245-000-000		88.00	
						88.00	
							941.00
83667	05/14/2026	TOP TIER PLUMBING AND ROOTER	3753	RESTROOM REPAIRS AT CITY HALL	04/30/2026		
				E 10-195-245-000-000		1,683.91	
						1,683.91	
			3726-B	RESTROOM REPAIRS AT CITY HALL	04/23/2026		
				E 10-195-245-000-000		859.07	
						859.07	
							2,542.98
83668	05/14/2026	DANIEL TORRES	05122026	REIMBURSEMENT - SUPPLIES FOR GRAND TERRACE ART SHOW	05/12/2026		
				E 10-804-220-000-000		324.37	
						324.37	
							324.37
83669	05/14/2026	TYLER TECHNOLOGIES INC	025-551368	APR 2026 ERP PRO 10 IMPLEMENTATION COSTS - CHART OF ACCOUNTS	04/30/2026		
				E 10-140-250-000-000		2,796.98	
						2,796.98	
							2,796.98
83670	05/14/2026	VERIZON WIRELESS	6141899208	ALPR CARD LINE CHARGES MAR-APR 2026	04/23/2026		
				E 10-190-235-000-000		190.05	
						190.05	
							190.05

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83671	05/14/2026	WILLDAN	002-38019	APR 2026 PLAN CHECK/ INSPECTION SVCS FOR BUILDING & SAFETY	05/05/2026		
				E 10-172-250-100-000		5,789.02	
						5,789.02	
			00423865	MAR 2026 PLAN CHECK/INSPECTION SERVICES FOR PUBLIC WORKS	05/01/2026		
				E 10-175-250-020-000		2,860.00	
						2,860.00	
							8,649.02
83672	05/27/2026	A STORAGE PLACE	06/01/2026 - B15	JUN 2026 RENT FOR UNIT B15	05/17/2026		
				E 10-140-241-000-000		260.00	
						260.00	
							260.00
83673	05/27/2026	ALESHIRE AND WYNDER LLP	105310	APR 2026 LEGAL SERVICES - GENERAL	05/22/2026		
				E 10-160-250-000-000		10,670.00	
						10,670.00	
			106062	APR 2026 LEGAL SERVICES - GENERAL AFTER 42 HRS	05/22/2026		
				E 10-160-250-000-000		8,884.50	
						8,884.50	
			105309	APR 2026 LEGAL SERVICES FOR BRSP	05/22/2026		
				B 23-515-59-00		327.90	
						327.90	
			105315	APR 2026 LEGAL SERVICES - REAL ESTATE	05/22/2026		
				E 10-160-250-000-000		277.00	
						277.00	
			105317	APR 2026 LEGAL SERVICES - COMMUNITY HOUSING GROUP, LLC	05/22/2026		
				E 10-160-250-100-000		117.10	
						117.10	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			105307	APR 2026 LEGAL SERVICES FOR GATEWAY SPECIFIC PLAN	05/22/2026		
				B 23-515-90-00		111.90	
						111.90	
			105314	APR 2026 LEGAL SERVICES - PERSONNEL	05/22/2026		
				E 10-160-250-100-000		55.40	
						55.40	
							20,443.80
83674	05/27/2026	AT AND T	MAY 2026 AT&T	MAY 2026 AT&T	05/01/2026		
				E 10-190-235-000-000		3,355.26	
				E 10-450-235-000-000		704.72	
				E 10-805-235-000-000		1,372.00	
						5,431.98	
							5,431.98
83675	05/27/2026	CIVIC PLUS	369393	FY2026-27 SOCIAL MEDIA ARCHIVING	07/01/2026		
				B 10-017-00-00		9,247.77	
						9,247.77	
			370817	FY2026-27 CITY ORDINANCE AND CODIFICATION HOSTING	07/01/2026		
				B 10-017-00-00		5,562.86	
						5,562.86	
							14,810.63
83676	05/27/2026	COAST RECREATION INC	17394	SWINGS FOR PLAYGROUND AT PARKS	05/08/2026		
				E 10-450-227-000-000		1,546.41	
						1,546.41	
							1,546.41
83677	05/27/2026	COMPUTERIZED EMBROIDERY CO INC	61414	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY COUNCIL	05/13/2026		
				E 10-110-210-000-000		16.31	
						16.31	
							16.31

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83678	05/27/2026	DENTAL HEALTH SERVICES	2558394	JUN 2026 EMPLOYEE PAID DENTAL INSURANCE	05/16/2026		
				B 10-022-70-00		157.20	
						157.20	
							157.20
83679	05/27/2026	DARLENE EUBANKS	05212026	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS	05/21/2026		
				B 23-515-22-00		30.00	
						30.00	
							30.00
83680	05/27/2026	EZ SUNNYDAY LANDSCAPE	10734	MAY 2026 LANDSCAPING SERVICES - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE	05/17/2026		
				E 10-175-244-000-000		80.00	
				E 10-195-245-000-000		200.00	
				E 10-450-245-000-000		3,285.00	
				E 26-600-255-000-000		150.00	
				E 26-601-255-000-000		80.00	
						3,795.00	
			10738	MAY 2026 RIGHT OF WAY LANDSCAPING BI MONTHLY MAINT	05/17/2026		
				E 10-175-244-000-000		575.00	
						575.00	
			10737	MAY 2026 WEED ABATEMENT ON LA CADENA BETWEEN PALM AND LITTON	05/17/2026		
				E 10-175-244-000-000		350.00	
						350.00	
			10736	MAY 2026 JADEN CT IRRIGATION MAINTENANCE	05/17/2026		
				E 26-605-255-000-000		150.00	
						150.00	
							4,870.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83681	05/27/2026	FENNEMORE CRAIG PC	1356481	MAR 2026 LEGAL SERVICES FOR PETTA FAMILY TRUST	04/21/2026		
				E 10-160-250-100-000		7,808.00	
						7,808.00	
							7,808.00
83682	05/27/2026	GRAINGER	9907826722	DRILL SET FOR MAINTENANCE	05/07/2026		
				E 10-175-218-000-000		207.05	
						207.05	
			9923846100	FIRE EXTINGUISHER AND DISPOSABLE GLOVES	05/20/2026		
				E 10-185-272-000-000		27.26	
				E 10-190-210-000-000		9.32	
						36.58	
			9905253481	CLEANING SUPPLIES FOR MAINTENANCE SHOP	05/05/2026		
				E 10-175-210-000-000		23.76	
						23.76	
			9903104538	DISPOSABLE GLOVES FOR MAINTENANCE	05/04/2026		
				E 10-175-210-000-000		18.64	
						18.64	
			9907826714	SAFETY GLASSES FOR MAINTENANCE	05/07/2026		
				E 10-175-218-000-000		13.55	
						13.55	
							299.58
83683	05/27/2026	KONICA MINOLTA	49207752	MAY-JUN 2026 RENT FOR ADDITIONAL PHOTOCOPIER	05/11/2026		
				E 10-190-700-000-000		142.92	
						142.92	
							142.92

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83684	05/27/2026	KONICA MINOLTA BUS. SOLUTIONS	9010880187	04/15/2026-05/14/2026 CITYWIDE PHOTOCOPIER SERVICES	05/14/2026		
				E 10-190-212-000-000		193.79	
						193.79	
							193.79
83685	05/27/2026	LINCOLN NATIONAL LIFE INSURANC	LCLN JUN 2026	JUN 2026 LIFE/AD&D/DEP LIFE/WI/LTD	06/01/2026		
				B 10-022-66-00		1,263.97	
				E 10-120-142-000-000		70.30	
				E 10-125-142-000-000		23.71	
				E 10-140-142-000-000		58.35	
				E 10-172-142-000-000		10.34	
				E 10-175-142-000-000		43.51	
				E 10-185-142-000-000		25.09	
				E 10-370-142-000-000		39.26	
				E 10-450-142-000-000		20.85	
				E 16-175-142-000-000		10.43	
				E 22-425-142-000-000		14.30	
				E 52-400-142-000-000		2.87	
				E 65-425-142-000-000		7.14	
						1,590.12	
							1,590.12
83686	05/27/2026	LYNN MERRILL AND ASSOCIATES	26-8	APR 2026 NPDES SUPPORT SERVICES	05/12/2026		
				E 10-625-255-000-000		247.42	
						247.42	
							247.42
83687	05/27/2026	MTA DISTRIBUTORS	S2882124.001	CONCRETE GRINDER FOR PUBLIC WORKS	05/04/2026		
				E 10-175-900-000-000		7,160.00	
						7,160.00	
							7,160.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83688	05/27/2026	ODP BUSINESS SOLUTIONS LLC	468475438001	TRASH LINERS FOR PARKS AND BLUE MOUNTAIN FESTIVAL	05/05/2026		
				E 10-450-245-000-000		38.73	
				E 69-120-220-000-000		38.72	
						77.45	
			469152458001	OFFICE AND BREAKROOM SUPPLIES FOR CITY HALL	05/06/2026		
				E 10-190-210-000-000		54.82	
						54.82	
							132.27
83689	05/27/2026	ON SITE COMPUTING	54005377	JUN 2026 IT SERVICES	05/01/2026		
				E 10-380-250-000-000		11,043.32	
						11,043.32	
							11,043.32
83690	05/27/2026	OTIS ELEVATOR COMPANY	F10000272966	2026 FUEL AND LOGISTICS SURCHARGE	04/30/2026		
				E 10-195-246-000-000		175.00	
						175.00	
							175.00
83691	05/27/2026	PACIFIC PRODUCTS AND SERVICES	38203	SUPPLIES FOR TRAFFIC SIGN REPLACEMENTS	05/13/2026		
				E 10-175-244-000-000		651.90	
						651.90	
			38202	TRAFFIC SIGN REPLACEMENTS	05/13/2026		
				E 10-175-244-000-000		606.28	
						606.28	
			38256	TRAFFIC SIGN REPLACEMENTS	05/19/2026		
				E 10-175-244-000-000		126.15	
						126.15	
							1,384.33
83692	05/27/2026	PRINT READY	3128	CANOPY AND FLYERS FOR CERT	05/12/2026		
				E 10-808-220-000-000		818.90	
						818.90	
							818.90

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83693	05/27/2026	REVENUE AND COST SPECIALISTS	G006	MAY 2026 DEVELOPMENT IMPACT FEE STUDY	05/11/2026		
				E 10-172-250-000-000		10,900.00	
						10,900.00	
							10,900.00
83694	05/27/2026	RHYTHM TECH PRODUCTIONS LLC	1839	BLUE MOUNTAIN FESTIVAL 2026 - STAGE/SOUND/LIGHTS	03/03/2026		
				E 69-120-220-000-000		2,928.25	
						2,928.25	
							2,928.25
83695	05/27/2026	RIVERSIDE PERSONNEL SERVICE	91573	WEEK ENDING 04/19/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	04/24/2026		
				E 10-175-250-000-000		1,573.20	
						1,573.20	
			91632	WEEK ENDING 05/17/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	05/22/2026		
				E 10-175-250-000-000		1,573.20	
						1,573.20	
			91616	WEEK ENDING 05/10/2026 - STAFFING SOLUTIONS FOR PUBLIC WORKS	05/15/2026		
				E 10-175-250-000-000		1,258.56	
						1,258.56	
							4,404.96
83696	05/27/2026	SHELLY SAENZ	05212026	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN	05/21/2026		
				B 23-515-22-00		10.00	
						10.00	
							10.00
83697	05/27/2026	SPARKLING CLEAN CAR WASH INC	844	CAR WASH FOR (1) CITY HALL VEHICLE	05/13/2026		
				E 10-175-272-000-000		45.00	
						45.00	
							45.00

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83698	05/27/2026	SUNBELT RENTALS INC	183685217-0001	MANLIFT RENTAL FOR REPAIRS AT FREEDOM PARK	05/13/2026		
				E 10-175-240-000-000		700.36	
						700.36	
							700.36
83699	05/27/2026	SUPERIOR BUILDING MAINTENANCE	10741	JUN 2026 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER	05/25/2026		
				E 10-195-245-000-000		3,378.00	
				E 10-450-245-000-000		1,922.00	
				E 10-805-245-000-000		1,708.00	
						7,008.00	
							7,008.00
83700	05/27/2026	TEAMSTERS LOCAL 1932	058	JUN 2026 EMPLOYEE PAID MEMBERSHIP DUES	05/18/2026		
				B 10-022-72-00		730.40	
						730.40	
							730.40
83701	05/27/2026	TERMINIX	470263013	MAR 2026 GOPHER CONTROL FOR CITY HALL	03/24/2026		
				E 10-195-245-000-000		152.00	
						152.00	
							152.00
83702	05/27/2026	TODD PETERS ELECTRICAL CONTRAC	61	LIGHT POLE REMOVAL AND INSTALLATION AT FREEDOM PARK	05/18/2026		
				E 10-450-245-000-000		3,488.00	
						3,488.00	
							3,488.00
83703	05/27/2026	TOP TIER PLUMBING AND ROOTER	3840	TOILET REPAIR AT CITY HALL	05/19/2026		
				E 10-195-245-000-000		210.96	
						210.96	
							210.96

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83704	05/27/2026	TYLER TECHNOLOGIES INC	025-552322	APR 2026 ERP PRO 10 IMPLEMENTATION COSTS - COA MAPPING	05/06/2026		
				E 10-140-250-000-000		745.86	
						745.86	
							745.86
83705	05/27/2026	UNDERGROUND SERVICE ALERT	420260334	MAY 2026 MONTHLY DATABASE MAINTENANCE FEE	05/01/2026		
				E 16-900-220-000-000		149.75	
						149.75	
							149.75
83706	05/27/2026	WILLDAN	00632430	APR 2026 PROFESSIONAL SERVICES FOR GATEWAY SPECIFIC PLAN - INITIAL DOCUMENT REV	05/22/2026		
				B 23-515-90-00		5,302.00	
						5,302.00	
			00423945	APR 2026 CIP 2025-26 CONCRETE REHABILITATION INSPECTION SERVICES	05/13/2026		
				E 46-900-321-000-000		4,352.00	
						4,352.00	
			00632431	APR 2026 PROFESSIONAL SERVICES FOR GATEWAY SPECIFIC PLAN - BASIN WQMP	05/22/2026		
				B 23-515-90-00		2,792.25	
						2,792.25	
			00423943	APR 2026 PROFESSIONAL SERVICES FOR DUTCH BROS	05/13/2026		
				B 23-515-81-00		2,176.00	
						2,176.00	
			00424043	APR 2026 PLAN CHECK/INSPECTION SERVICES FOR PUBLIC WORKS	05/22/2026		
				E 10-175-250-020-000		1,144.00	
						1,144.00	
			00423944	APR 2026 PROFESSIONAL SERVICES FOR RHWC WATER TREATMENT FACILITY	05/13/2026		
				B 23-520-26-00		544.00	
						544.00	

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
			002-38020	APR 2026 PLAN CHECKING SERVICES FOR VARIOUS DEVELOPERS	05/05/2026		
				B 23-515-16-00		135.00	
				B 23-515-72-00		202.50	
				B 23-515-81-00		135.00	
						472.50	
							16,782.75
1280009	05/08/2026	SO CA GAS COMPANY	APR 2026 GAS S	APR 2026 GAS SERVICE	05/07/2026		
				E 10-190-238-000-000		42.90	
				E 10-805-238-000-000		157.14	
						200.04	
							200.04
18240737	05/04/2026	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 043020	RETIREMENT CONTRIBUTIONS FOR PAY DATE 04/30/2026	04/30/2026		
				B 10-022-62-00		13,080.48	
						13,080.48	
							13,080.48
18276038	05/04/2026	CA PUB EMPLOYEES RETIRE SYSTEM	05012026 HPERS	MAY 2026 PERS HEALTH INSURANCE ACH 1003280157	05/01/2026		
				B 10-022-61-00		2,636.78	
				E 10-120-142-000-000		4,276.54	
				E 10-125-142-000-000		1,888.66	
				E 10-140-142-000-000		1,888.66	
				E 10-172-142-000-000		969.92	
				E 10-175-142-000-000		3,879.70	
				E 10-185-142-000-000		1,939.85	
				E 10-190-142-000-000		5,837.55	
				E 10-370-142-000-000		918.74	
				E 10-450-142-000-000		1,939.85	
				E 16-175-142-000-000		969.92	
				E 22-425-142-000-000		918.75	
				E 65-425-142-000-000		969.92	
						29,034.84	
							29,034.84

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
18287546	05/04/2026	CALPERS 457 PLAN	PAYDATE 04302	EFT PAYMENT CALPERS ACH CONFIRM #1003280334	04/30/2026		
				B 10-022-63-00		2,800.00	
						2,800.00	
							2,800.00
38410043	05/05/2026	SO CA EDISON COMPANY	APR 2026 EDISC	APR 2026 EDISON	05/01/2026		
				E 10-175-238-000-000		1.36	
				E 10-190-238-000-000		5,551.37	
				E 10-450-238-000-000		4,230.44	
				E 16-510-238-000-000		7,854.37	
				E 26-600-238-000-000		79.56	
				E 26-601-238-000-000		64.64	
				E 26-602-238-000-000		89.51	
				E 26-603-238-000-000		14.92	
				E 26-604-238-000-000		70.82	
				E 26-605-238-000-000		56.99	
				E 65-425-700-000-000		159.00	
						18,172.98	
							18,172.98
112427047	05/11/2026	WEX BANK	112427047	APR-MAY 2026 VEHICLE FUEL CHEVRON	05/06/2026		
				E 10-175-272-000-000		2,883.71	
				E 10-185-272-000-000		594.76	
						3,478.47	
							3,478.47

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
428290926	05/08/2026	US BANK	APR2026 CAL C/	APR-MAY 2026 CAL CARD CHARGES	05/06/2026		
				E 10-110-270-000-000 CONFERENCE		5,935.13	
				E 10-120-210-000-000 OFFICE SUPPLIES		122.84	
				E 10-120-220-200-000 MTRLS & SUPPLIES		475.18	
				E 10-120-270-000-000 CONFERENCE		295.00	
				E 10-125-210-000-000 OFFICE SUPPLIES		225.14	
				E 10-125-265-000-000 MEMBERSHIP & DUES		15.00	
				E 10-125-270-000-000 CONFERENCE		1,026.35	
				E 10-140-210-000-000 OFFICE SUPPLIES		299.50	
				E 10-175-210-000-000 OFFICE SUPPLIES		115.32	
				E 10-175-218-000-000 MTRLS & SUPPLIES		100.52	
				E 10-175-240-000-000 MTRLS & SUPPLIES		1,000.00	
				E 10-175-244-000-000 MTRLS & SUPPLIES		716.87	
				E 10-175-246-000-000 MTRLS & SUPPLIES		234.04	
				E 10-175-270-000-000 CONFERENCE		1,571.58	
				E 10-175-272-000-000 VEHICLE MAINT		147.03	
				E 10-185-218-000-000 MTRLS & SUPPLIES		152.97	
				E 10-187-256-010-000 MTRLS & SUPPLIES		187.50	
				E 10-190-210-000-000 OFFICE SUPPLIES		20.72	
				E 10-190-220-000-000 MTRLS & SUPPLIES		686.70	
				E 10-195-245-000-000 MTRLS & SUPPLIES		289.05	
				E 10-370-210-000-000 OFFICE SUPPLIES		539.92	
				E 10-450-245-000-000 MTRLS & SUPPLIES		267.75	
				E 10-805-210-000-000 OFFICE SUPPLIES		86.17	
				E 10-805-220-000-000 MTRLS & SUPPLIES		66.12	
				E 10-805-245-000-000 MTRLS & SUPPLIES		139.27	
				E 65-425-220-000-000 MTRLS & SUPPLIES		130.36	
				E 65-425-272-000-000 VEHICLE MAINT		678.32	
				E 69-120-220-000-000 BLUE MTN FESTIVAL		221.19	
						15,745.54	
							15,745.54

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
756017413	05/08/2026	VERIZON WIRELESS	6142420148	APR-MAY 2026 MONTHLY PHONE CHARGES	05/01/2026		
				E 10-120-235-000-000		116.46	
				E 10-125-235-000-000		77.64	
				E 10-140-235-000-000		116.46	
				E 10-172-235-000-000		38.82	
				E 10-175-235-000-000		717.98	
				E 10-185-235-000-000		162.32	
				E 10-190-235-000-000		270.07	
				E 10-370-235-000-000		77.64	
				E 10-805-235-000-000		38.82	
				E 65-425-235-000-000		38.82	
						1,655.03	
							1,655.03
						Total Checks:	**616,428.31**

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director

This page left intentionally blank.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Approve Check #83643 to Mayor Hussey in the amount of $419.20 from the May 2026 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #83643 TO MAYOR HUSSEY IN THE AMOUNT OF $419.20 FROM THE MAY 2026 CHECK REGISTER**

2030 VISION STATEMENT:
This staff report supports Goal #1, “Ensuring Our Fiscal Viability”, through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:
The check register for the month of May-2026 was prepared in accordance with Government Code §37202 and submitted to City Council at the June 23, 2026 meeting.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month.

DISCUSSION:
The May 2026 check register is submitted to City Council on June 23, 2026 with the exception of check #83643 to Mayor Hussey for $419.20 to reimburse him for health insurance. The Mayor has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:
N/A

FISCAL IMPACT:
The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER
Account Index

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

Fund No.	Fund Name	Dept No.	Department Cost Center	Acct No.	General Account Numbers
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE
FY2025-26

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER CHECK #83643

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

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 5/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
83643	05/14/2026	WILLIAM HUSSEY	MAY 2026 HEAL	MAY 2026 HEALTH REIMBURSEMENT	05/14/2026		
				E 10-110-142-000-000		419.20	
						419.20	
							419.20
					Total Checks:		**419.20**

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace

This page left intentionally blank.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: GANN Limit

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **(1) APPROVE THE SELECTION OF THE CHANGE IN PER CAPITA PERSONAL INCOME OF 4.95% AS THE PRICE FACTOR FOR THE FISCAL YEAR 2026-27 APPROPRIATIONS LIMIT CALCULATION; AND**

(2) APPROVE THE SELECTION OF THE CHANGE IN COUNTY OF SAN BERNARDINO POPULATION OF 0.01% AS THE POPULATION CHANGE FACTOR FOR THE FISCAL YEAR 2026-2027 APPROPRIATIONS LIMIT CALCULATION; AND
(3) ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27, INCLUDING ADOPTION OF THE PRICE FACTOR AND POPULATION CHANGE FACTOR FOR THE APPROPRIATIONS LIMIT CALCULATION

2030 VISION STATEMENT:
This staff report supports City Council Goal #1, “Ensure Our Fiscal Viability,” through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations.

BACKGROUND:
On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

· Each year, the State and local governments must adopt a resolution establishing an Appropriations Limit, also known as the “Gann Limit”. Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

· Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations, and other non-tax proceeds are not subject to the limit.
Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

· All tax revenues received in excess of the Appropriations Limit must be refunded to taxpayers within a two-year period.

· The voters may approve an increase in the Appropriations Limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

· The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

· The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

· "Qualified capital outlay projects" were added to the items exempted from the Appropriations Limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

· Tax revenues received in excess of the Appropriations Limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

The annual calculation of the Appropriations Limit must be reviewed as part of the City's annual financial audit.

DISCUSSION:

As indicated above, Proposition 111 made several changes to the method used to calculate the Appropriations Limit. The change in the cost of living (or "price factor") is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Following are the two options for the City's FY 2026-27 Appropriations Limit calculation:

1) Change in California per capita personal income (provided by California Department of Finance): 4.95%
2) Change in Grand Terrace assessed valuation from 2026 to 2027 due to the addition of non-residential new construction: This information is not yet available from the County Assessor's office. When the data is available, if it is greater than the change in California per capita personal income, the Appropriations Limit will be revised and resubmitted to the City Council for approval.

Based on the above information, the change in California's per capita personal income has been used as the price factor for the FY 2026-27 Appropriations Limit calculation.
The "population factor" to be used in calculating the Appropriations Limit is defined by Proposition 111 as either a change in the City's population or a change in the County's population, whichever is greater. Per information provided by the California Department of Finance, the following are the population changes from 2026 to 2027:

1) Change in the City of Grand Terrace population: (-0.90%)

2) Change in San Bernardino County population: (-0.06%)

3) Change in San Bernardino County Incorporated population: 0.01%

Since Option 3 (change in San Bernardino County Incorporated population) is greater than the City of Grand Terrace population change, it is recommended to be used as the population factor for the FY 2026-27 Appropriations Limit calculation.

Exhibit A provides the calculation of the FY 2026-27 Appropriations Limit using the recommended price and population factors. Exhibit B identifies the revenues that are classified as tax proceeds and those that are classified as non-tax proceeds for Appropriations Limit purposes. Exhibit C is the Department of Finance letter providing the per capita personal income and population change information used in the Appropriations Limit calculation.

The City's Appropriations Limit for FY 2025-26 was $20,287,230. The recommended change factor, as allowed by Proposition 111 due to cost of living and population changes, is 1.0496. This results in an FY 2026-27 Appropriations Limit of $21,293,477. The FY 2026-27 Proposed Budget contains appropriations subject to the Appropriations Limit of $8,174,301 which is $13,119,176 below the City's legal limit.

ENVIRONMENTAL IMPACT:
N/A

FISCAL IMPACT:
There is no fiscal impact associated with the adoption of the FY 2026-27 Appropriations Limit, as the City is safely within its legal appropriations limit for FY 2026-27.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27, INCLUDING ADOPTION OF THE PRICE FACTOR AND POPULATION CHANGE FACTOR FOR THE APPROPRIATIONS LIMIT CALCULATION

Recitals

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Grand Terrace shall by resolution, establish an Appropriations Limit for the fiscal year; and

WHEREAS, the City Council has adopted the Budget for Fiscal Year 2026-27 on June 9, 2026 and has prepared adjustments to said budget, a copy of which is on file in the Office of the City Clerk and available for public inspection, and

WHEREAS, the said Budget and proposed amendments contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Finance Department has prepared calculations and documentation required for and to be used in the determination of certain matters and for the establishment of an Appropriations Limit for the City for Fiscal Year 2026-27; and

WHEREAS, in accordance with Section 7910 of the California Government Code, documentation used in the determination of the appropriations limit and other necessary determinations was made available to the public in accordance with the requirements set forth therein; and

WHEREAS, the City Council has considered pertinent data such as price and population factors and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council: and

WHEREAS, the Appropriations Limit for the City of Grand Terrace for Fiscal Year 2026-27 is hereby established at $21,293,477 and the total annual appropriations subject to such limitation for Fiscal Year 2026-27 are determined to be $8,174,301

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That $21,293,477 is hereby established as the Appropriations Limit for the City of Grand Terrace for Fiscal Year 2026-27.

2. The City Council hereby adopts the findings and methods of calculation set forth in Exhibit A (Appropriations Limit Calculation) and Exhibit B (Proceeds of Tax Calculation).

3. The City of Grand Terrace reserves the right to revise the factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous Appropriations Limit in the future.

4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council of the City of Grand Terrace hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

5. The City Clerk shall certify to the adoption of this Resolution.

6. 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 23rd day of June, 2026.

_____
William Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

EXHIBIT A

CITY OF GRAND TERRACE
APPROPRIATIONS (GANN) LIMIT CALCULATION
FISCAL YEAR 2026-27

APPROPRIATIONS SUBJECT TO THE LIMIT				
FY 2026-27 Total Revenue			$	12,336,379
Less Non-Proceeds of Tax				4,162,078
A) Total Appropriations Subject to the Limit			**$**	**8,174,301**
APPROPRIATIONS LIMIT				
B) FY 2025-26 Appropriations Limit				20,287,230
C) Change Factor**	% Increase	Factor		
Cost of Living Adjustment	4.95	1.0495		
Population Adjustment	0.01	1.0001		
Change Factor (1.0644 x 1.0044)		1.0496		
D) Increase (decrease) in Appropriations Limit			$	1,006,247
E) FY 2026-27 Appropriations Limit (B x C)			**$**	**21,293,477**
REMAINING APPROPRIATIONS CAPACITY (E-A)			**$**	**13,119,176**
Remaining Capacity as Percent of the FY 2026-27 Appropriations Limit				61.61%

*Revenues are based on FY 2026-27 Proposed Budget (all City funds excluding Successor Agency).

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in San Bernardino County Population

EXHIBIT B

CITY OF GRAND TERRACE
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
FISCAL YEAR 2026-27

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
TAXES			
Property Tax (1)	$ 6,587,219		$ 6,587,219
Sales Tax (2)	1,350,000		1,350,000
Business License Tax	102,000		102,000
FEES			
Franchise Fees		$ 710,000	710,000
Building Fees		$ 218,000	218,000
Planning Fees		$ 257,000	257,000
Other Permits/Fees		$ 266,100	266,100
Intergovernmental		$ 159,428	159,428
Use of Money & Property		$ 539,000	539,000
Gas Tax/Highway User Fees		$ 698,000	698,000
Measure "I" Transportation		$ 330,000	330,000
SLESF (AB 3229 COPS)		$ 201,100	201,100
CDBG		$ 39,032	39,032
Other		$ 59,000	59,000
OPERATING BUDGET SUBTOTAL	**$ 8,039,219**	**$ 3,476,660**	**$ 11,515,879**
% of Total	69.81%	30.19%	100.00%
Interest Allocation (3)	**135,082**	**58,418**	**193,500**
CAPITAL PROJECT FUNDING			
Gas Tax/Measure "I"/Transfers		627,000	627,000
State Grants		-	-
Bond Proceeds		-	-
CAPITAL PROJECT SUBTOTAL	**$ -**	**$ 627,000**	**$ 627,000**
TOTAL	**$ 8,174,301**	**$ 4,162,078**	**$ 12,336,379**

Revenues are based on FY 2026-27 Proposed Budget (all City funds excluding Successor Agency).

Notes:
(1) Includes Property Tax In-Lieu of Vehicle License Fees & RPTTF Residual Receipts
(2) Includes Property Tax In-Lieu of Sales Tax
(3) Based on percentage of Tax/Non-Tax Proceeds

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

About the Data

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Grand Terrace	San Bernardino	-0.90	12,933	12,817	12,817

About the Data

FISCAL YEAR 2026-27
Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Incorporated	San Bernardino	0.01	1,898,167	1,898,407	1,917,639
County Total	San Bernardino	-0.06	2,190,011	2,188,660	2,216,685

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: SB 1 Project List Adoption for FY 2026-27

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **ADOPT RESOLUTION OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2026-27**

2030 VISION STATEMENT:
This staff report aligns with Goal #1, *"Ensure Our Fiscal Viability,"* by identifying additional revenue sources, and Goal #2, *"Maintain Public Safety,"* by investing in improvements to public infrastructure.

BACKGROUND:

The Road Maintenance and Rehabilitation Account (RMRA) was established through Senate Bill 1 (SB 1), also known as the Road Repair and Accountability Act of 2017. RMRA is funded by increased state fuel taxes and vehicle registration fees and is administered by the California State Controller's Office. It is a designated component of the broader Highway Users Tax Account (Gas Tax).

RMRA funds are allocated annually to local jurisdictions and are restricted to eligible transportation projects, such as pavement rehabilitation, roadway safety improvements, ADA accessibility upgrades, and complete streets enhancements.

DISCUSSION:

Through SB 1, cities receive additional gas tax revenue to address deferred maintenance of local streets and road systems. The City of Grand Terrace is projected to receive $369,317 in SB 1 RMRA funds for Fiscal Year 2026-27.

Each year, the City Council is presented with an updated list of proposed street segments to be rehabilitated using these funds. For FY 2026-27, the following streets are included in the Capital Improvement Program (CIP):

Street	From	To
OBSERVATION DR	PALM AVE	VAN BUREN ST

ENVIRONMENTAL IMPACT:
The proposed improvements are categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301, Existing Facilities.

FISCAL IMPACT:

The City is projected to receive $369,317 in SB 1 RMRA funds for FY 2026-27. These funds will be applied to the Street Improvement Project.

The Capital Improvement Program is supported through a combination of funding sources, including:

- RMRA (SB 1) – Fund 56
- Gas Tax – Fund 16
- Measure I – Fund 20 (administered by the San Bernardino County Transportation Authority)
- City Reserves

Additional local funding may be allocated if necessary to fully fund construction and associated costs.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions to ensure that the residents of the City of Grand Terrace are aware of the projects proposed for funding in their community and which projects have been completed each fiscal year; and

WHEREAS, the City of Grand Terrace must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Grand Terrace will receive an estimated $369,317 in RMRA funding in Fiscal Year 2026–27 from SB 1; and

WHEREAS, this is the seventh year in which the City of Grand Terrace is receiving SB 1 funding, which enables the City to continue essential road maintenance and rehabilitation projects, safety improvements, replacement of aging infrastructure, and enhancements to access and mobility for the traveling public—efforts that would not otherwise be possible without SB 1; and

WHEREAS, the City of Grand Terrace has conducted a thorough evaluation to ensure that streets heavily trafficked by residents are prioritized and included in the transportation project list; and

WHEREAS, funding from SB 1 will help the City maintain and rehabilitate several streets and expand active transportation infrastructure throughout the City in future years; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition, and this revenue will help increase the overall quality of the road system, bringing it to a "good" condition over the next decade and improving safety and mobility citywide; and

WHEREAS, the SB 1 project list and overall investment in local streets and roads infrastructure will have a significant positive impact on the City of Grand Terrace. This funding allows the City to focus on basic maintenance and safety, invest in complete streets infrastructure, and utilize high-quality materials and practices. Without SB 1 funding, the City's ability to undertake these crucial projects would be severely limited, hindering efforts to enhance the quality and safety of our transportation network. This investment ensures continued maintenance and improvement of heavily trafficked streets, supports safer and more efficient travel routes, and contributes to the long-term sustainability of the City's infrastructure.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND BY THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and, accordingly, are incorporated herein as findings and made a material part of this Resolution.

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with fiscal year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title:	2026-27 Street Improvement Project
Project Description:	Rehabilitate Observation from Palm Ave to Van Buren St.
Project Location:	Observation St, Grand Terrace, CA 92313
Estimated Project Schedule:	Start: 11/2026 - Completion: 01/2027
Estimated Project Useful Life:	10-20 years

SECTION 3. This Resolution shall go into full force and effect immediately.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 23rd day of June 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Acceptance of the Storm Drain Master Plan

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **RECEIVE AND FILE THE STORM DRAIN MASTER PLAN PREPARED BY Q3 CONSULTING**

2030 VISION STATEMENT:
This report supports goal #2 maintain public safety.

BACKGROUND:
On June 25, 2024, the City Council approved a Professional Services Agreement with Q3 Consulting to prepare a comprehensive Storm Drain Master Plan (SDMP) for the City of Grand Terrace. The purpose of the SDMP was to evaluate the City's existing drainage system, identify areas susceptible to flooding, assess infrastructure deficiencies, and develop recommendations for future storm drain improvements.

Prior to this effort, the City had limited planning-level information regarding the capacity and performance of its drainage infrastructure. The SDMP provides a citywide evaluation of stormwater conveyance facilities and establishes a framework for addressing current and future drainage needs.

DISCUSSION:
The City retained Q3 Consulting to prepare a comprehensive Storm Drain Master Plan (SDMP) to evaluate existing drainage infrastructure, identify deficiencies, assess flood-prone areas, and develop recommendations for future storm drain improvements. The completed SDMP provides a citywide assessment of drainage conditions and establishes a framework for future capital improvement planning.

The Storm Drain Master Plan identified approximately $11 million in recommended storm drain improvements throughout the City, exclusive of regional drainage improvements currently being constructed through the Gateway Project. These recommendations provide the City with a prioritized roadmap for future infrastructure investments intended to reduce flooding risks and improve overall stormwater management.

The study further determined that several drainage challenges are influenced by existing regional constraints, including County-owned storm drain facilities, existing channel alignments, and downstream capacity limitations. As a result, certain long-term drainage solutions may require coordination with external agencies and regional partners.

The SDMP evaluated existing drainage conditions, reviewed available drainage studies and as-built information, performed hydraulic modeling, and identified locations experiencing known flooding

issues. Based on the analysis, the consultant developed conceptual improvement recommendations and planning-level cost estimates.

The report prioritizes future improvements based on system deficiencies and anticipated flood reduction benefits. The Pico Street drainage improvements were identified as the highest priority project, followed by improvements along Van Buren Street and the Grand Terrace Road crossing. This prioritization will assist the City in evaluating future capital improvement programming and funding opportunities.

In addition to identifying infrastructure needs, the SDMP provides technical documentation, hydraulic modeling, project prioritization, and planning-level cost estimates that may be utilized to support future grant applications and funding requests. The completed plan positions the City to pursue external funding opportunities for stormwater infrastructure improvements while advancing long-term asset management and resiliency goals.

ENVIRONMENTAL IMPACT:
No environmental impact.

FISCAL IMPACT:
There is no fiscal impact associated with acceptance of the Storm Drain Master Plan.

The report identifies approximately $11 million in conceptual drainage improvements that may be considered by the City over time. Future implementation of any recommended improvements will be subject to separate funding identification, environmental review, design, and City Council approval.

Grand Terrace Storm Drain Master Plan

Grand Terrace, California

FINAL REPORT

Version 2

June 2026

Prepared for :

City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Contact: Shanita Tillman

Prepared by:

Consulting

27051 Towne Centre Drive, Suite 270
Foothill Ranch, CA 92610

Contact: Thomas J. Ryan, PE

This page intentionally left blank.

Table of Contents

1 Introduction 1
1.1 Project Overview 1
1.2 Background 3
1.3 Known Flooded Areas 4
1.4 Goals and Objectives 4
1.5 Design Criteria 5
1.6 Data Research 6
1.7 Technical Software Description 6
2 Hydrology & Hydraulic Analysis 7
2.1 Methodology 7
2.1.1 Direct Rainfall Method (XPSTORM Hydrology) 8
2.1.2 Proposed Regional Basin Evaluations 8
2.2 Hydrologic Boundary Conditions 9
2.3 Hydrologic Models 10
2.4 Watershed and Flood Routing Parameters 12
2.4.1 Precipitation 12
2.4.2 Topography 12
2.4.3 Vertical Datum 12
2.4.4 Soil Types 12
2.4.5 Land Uses 12
2.4.6 Manning's "n" Value 12
2.4.7 Grid Size (Detailed Method) 12
2.4.8 Computational Time Step (Detailed Method) 13
2.5 Modeling Analyses 13
2.5.1 XPSTORM Existing Condition Model Results 13
2.5.2 XPSTORM Ultimate (Proposed) Condition Models 16
3 Estimated Construction Costs 19
4 Recommended Proposed Improvements 20
4.1 Pico Street Improvements 20
4.2 Van Buren Street Improvements 22
4.3 Known Flooded Area Proposed Improvement Recommendations 24
5 Conclusions 28
5.1 Priority and Construction Phasing 29

Figures

Figure 1-1. Vicinity Map 2
Figure 1-2. Project Location Map 2
Figure 1-3. Gateway Project Phased Regional Drainage Improvements 3
Figure 2-1. XPSTORM Model Extents 10
Figure 2-2. Gateway Project Footprint and Points of Comparison (POC) 11
Figure 2-3. 100-Year, Existing Conditions XPSTORM Results 15
Figure 2-4. Ultimate Condition Phase 1 and Phase 2 Improvement Identifications 18
Figure 4-1. Phase 2 Pico Street and Van Buren Street Improvements 23

Figure 4-2. Site 1 – Known Flood Location (Mount Vernon Avenue north of Barton Rd.)..... 24
Figure 4-3. Site 2 – Known Flood Location (Gage Canal/Pico Street)..... 25
Figure 4-4. Site 3 – Known Flood Location (Vivienda Avenue)..... 26
Figure 4-5. Site 4 – Known Flood Location (Grand Terrace Rd. Low Crossing) 26
Figure 4-6. Grand Terrace Road Crossing Proposed Improvements 27

Tables

Table 2-1. NOAA Atlas 14, 100-Year Point Precipitation Data used in XP Models 12
Table 2-2. Existing Conditions 100-Year POC Peak Flowrates (XPSTORM)..... 14
Table 2-3. Proposed Basin Storage-Area Curve 16
Table 2-2. Ultimate versus Existing Conditions 100-Year POC Peak Flowrates (XPSTORM) 17
Table 3-1. Construction Cost Unit Pricing..... 19
Table 3-2. Construction Cost Contingencies 19
Table 4-1. Phase 2 Pico Street Proposed Improvement Cost Estimates 21
Table 4-2. Phase 2 Van Buren Proposed Improvement Cost Estimates 22
Table 5-1. Ultimate Conditions Regional Basin 100-Year Results (XPSTORM)..... 28
Table 5-2. Ultimate SDMP Proposed Improvement Construction Cost Summary..... 28
Table 5-3. Prioritized Phasing of Proposed Improvements 29

Technical Appendix

Appendix A- Hydrology
Appendix B – XPSTORM Profiles & Result Data

1 INTRODUCTION

1.1 Project Overview

The City of Grand Terrace (City) is located in San Bernardino County on the southern border with Riverside County. The City's drainage system primarily consists of street conveyance with limited surface and sub-surface conveyance facilities. The topography of the urbanized area is relatively steep, ranging from 6-percent on the upper (eastern) slopes at the base of the foothills to 1-percent on the western side of the City near the I-215 freeway. The City is situated between Blue Mountain to the east and La Loma Hills to the west. Figures 1-1 and 1-2 show the vicinity and location of the project and the Storm Drain Master Plan (SDMP) extents.

Previous hydrologic studies have been developed for the City, but the intent of this study is to provide a more detailed evaluation of a portion of the City. A draft master plan of drainage for the area was prepared by Albert A. Webb Associates in August of 2011. The City master plan area was divided into 3 watersheds, Newport, Dewberry, and Pico. The master plan used standard San Bernardino County hydrology methods to develop peak 100-year flow rates for the watershed areas within the City. WSPG hydraulic calculations were developed with the peak flow rates to determine the required storm drain facility sizes for the conceptual master drainage plan. The traditional modeling approach used in this study identified large conduit sizes that may not be constructible, due to the existing utilities and right-of-way constraints within the streets.

Gateway at Grand Terrace Project

The Gateway at Grand Terrace Specific Plan is a guide for City-wide development of underutilized land in the southwest corner of the City of Grand Terrace. The project site is approximately 109 acres and is roughly bound by the I-215 freeway to the west, Pico Street to the south, approximately 700ft to the west of Michigan Street, and Commerce Way to the north.

This project has become the genesis of the City's drive to prepare a new Storm Drain Master Plan. As part of the Gateway project conditions, the developer was responsible for evaluating and sizing new regional storm drain systems along Pico Street, Van Buren Street, and De Berry Street and constructing a regional flood control basin. This SDMP includes these proposed improvements and extends the watershed analysis to the remainder of the city.

As part of the Gateway project, regional storm drain systems are being constructed along De Berry Street, Van Buren Street, and downstream of Pico Street as discussed in the *"Gateway at Grand Terrace Specific Plan Hydrology and Hydraulics Report",* prepared by Q3 Consulting for Lewis Management Corporation in March 2023 (Q3, 2023). The proposed De Berry system consists of approximately 840 linear feet of storm drain that runs parallel to the County storm drain, discharging into the proposed detention basin. The proposed Van Buren system consists of 2,500 linear feet of storm drain that extends from the proposed basin east to Michigan Street. The proposed Pico Street system consists of 2,200 linear feet of storm drain from the basin to the west end of Pico Street (cul-de-sac).

The Q3, 2023 study identifies proposed improvements for the three main watersheds (Pico, Van Buren, and De Berry) and identified their proposed implementation of these improvements in two phases. Phase 1 consists of final design and construction of a portion of the regional drainage improvements for each of the three regional drainage system (See Figure 1-3).

Regional drainage improvements were evaluated and are currently being developed (and funded) as part of the Gateway at Grand Terrace development project (Gateway Project). Details of these Phase 1 projects are identified in the Q3,2023 report. The developer for the Gateway Project was conditioned to design and construct a portion of these proposed improvements, referred to as Phase 1 improvements.

Phase 2 proposed improvements identified in these three watersheds are to be designed and constructed by the City. Since these improvements will be City projects, their associated construction costs will be included in this SDMP capital improvement costs estimates.

Figure 1-1. Vicinity Map



Figure 1-2. Project Location Map



Figure 1-3. Gateway Project Phased Regional Drainage Improvements

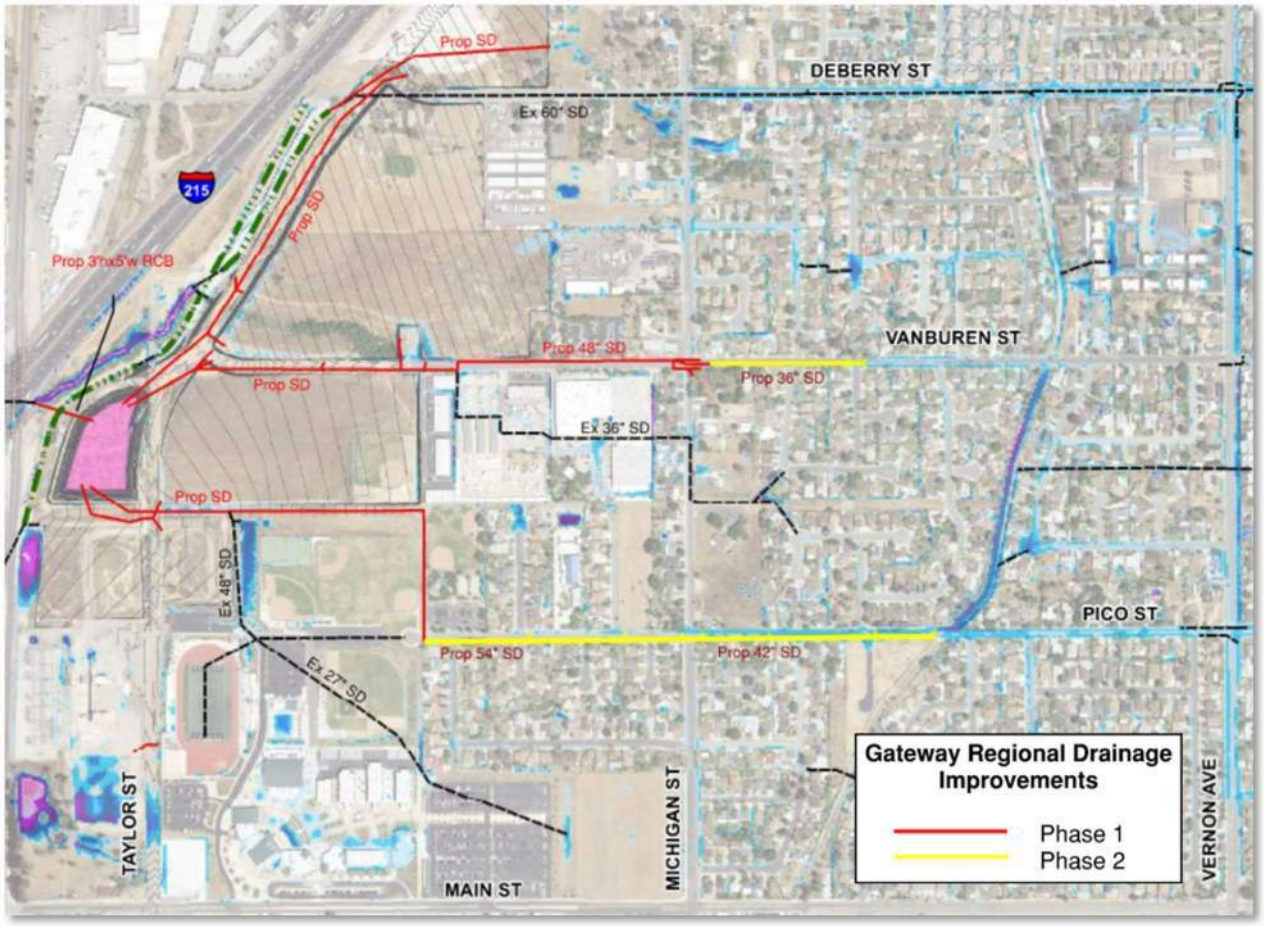


Figure 1-3 is a representation of the two phases of regional drainage improvements associated with the Gateway project. Phase 1 may slightly change before final design approval. Phase 1 (in red above) shows the regional storm drain facilities to be constructed as part of the Gateway project. Phase 2 (yellow) shows the remaining improvements to be constructed by the City in the future. Phase 1 and Phase 2 (together) are the proposed ultimate improvements for each respective watershed. For example, Phase 1 of the Pico watershed includes constructing regional storm drain infrastructure from the proposed detention basin (downstream) to the cul-de-sac at the west end of Pico Street. The remaining ultimate storm drain for the Pico watershed (yellow) will be constructed in the future by the City. It should be noted, the Phase 1 facilities (sizes) shown above are subject to change as the project is still in the review phase. Nonetheless, the hydrology and hydraulic calculations and alignments are unchanged.

This SDMP will focus on evaluating the remaining City drainage infrastructure within the City by developing a city-wide hydrologic and hydraulic model, to identify feasible regional drainage solutions.

1.2 Background

When steep streets are the only form of runoff conveyance, some issues can arise. Bifurcation occurs when flow depths rise above curb heights, allowing flows to travel through properties, into adjacent watersheds, ultimately overburdening those conveyance systems.

Bifurcation occurs in locations where street slopes go from steep to flatter flow velocities reduce, depth increases, and the sediment within the runoff also begins to drop out on the streets.

With the current hydrologic and hydraulic software available, more advanced processes can be modeled to identify complex drainage situation, such as flow bifurcation to better understand the necessary improvements needed to protect against flooding. For this analysis, it was recommended that a more advanced model be used capable of creating a comprehensive, linked 1-Dimensional/2-Dimensional hydrodynamic model.

1.3 Known Flooded Areas

As part of this SDMP, Q3 will review and evaluate some of the most common flooding issues within the City. These areas were identified by the City as "known flooded areas". The purpose is not focus on minor local ponding, but rather the larger issues that can be a regional safety concern. Smaller ponded issues are typically solved by local drainage projects and solutions.

Three areas known for most of the regional flooding are associated with the Pico Street (east), De Berry Street (east), and Van Buren Street (east) watersheds. These areas have been analyzed as part of the (Q3,2023) report. Four other areas of known flooding have been targeted for further evaluation as part of this SDMP and are listed below:

Site 1: This site is located along Mount Vernon Avenue, north of Barton Road occurs at inlets along the main street, a part of the Barton Storm Drain system. Evaluation of this site showed that the existing Barton Storm Drain (County owned) is undersized.

Site 2: This site is located within the Gage Canal easement just north of Pico Street. Flows from the neighborhood east drain through this easement and onto Pico Street. Flooding of the residential areas west of the easement have been recorded.

Site 3: Vivienda Avenue is located at the northwest end of the City and is known to flood during moderate to large storm events. Recent development at the end of the cul-de-sac has tried to remove some of the flooding hazard that occurs in this area. Due to the flat topography in the area and the lack of slope in the relatively recent constructed bioswale, flows still pond.

Site 4: The Grand Terrace Road low crossing is located north of the Vivienda Avenue/Grand Terrace Road intersection. This area consists of a small 24-inch pipe undercrossing. Subject to clogging, this pipe backs up and overtops the roadway.

1.4 Goals and Objectives

The purpose of this report is to present a detailed engineering analysis of the existing drainage infrastructure within the City and to provide recommendations for future drainage improvements.

The primary objectives of this study include the following:

- Research, collect, and review previous studies completed in the watershed and along with the project.
- Establish the design criteria and requirements to be used for the city-owned proposed drainage infrastructure.
- Extend the analysis of the proposed improvements of the Gateway project and incorporate them into a City-wide model.
- Develop the existing condition and proposed condition models using XPSTORM and direct rain-on-grid approach to help size the non-County storm drain systems tributary to the proposed detention/retention basin.
- Evaluate only the City-owned storm drain systems.

1.5 Design Criteria

The hydrology and hydraulic criteria for the design of storm drain systems is based on the County of San Bernardino requirements. In general, the hydrology guidelines are stated in the San Bernardino County Hydrology Manual. San Bernardino County Flood Control District (SBCFCD) uses Los Angeles County criteria for hydraulic and design standards in urbanized areas.

The City of Grand Terrace requested the use of a more robust and detailed hydrologic and hydraulic modeling software for this SDMP to more accurately size and predict impact of proposed improvements. The evaluation and preliminary design of drainage infrastructure was based on the 1-percent annual chance (100-year) storm event. Rainfall data was extrapolated from the latest version of the National Oceanic and Atmospheric Administration (NOAA) atlas for precipitation frequency estimates (NOAA Atlas 14).

Criteria used for evaluation of public streets typically include containment of a 10-year storm event within the top of curb of the street section. In addition, the 100-year 24-hour event shall be contained with the City's right-of-way, with a minimum of one (1) foot of freeboard to the adjacent pad elevations. Due to steep streets and existing surface drainage infrastructure within the City, much of the 100-year storm event is contained within the streets, as can be see by the, in some cases, 18-inch high curbs.

Design Restrictions:

The City of Grand Terrace contains several design restrictions that had to be considered when proposing flood control solutions. Below is a list of project restrictions that impacted the siting of proposed facilities.

Pico Street: A few design restrictions within Pico Street limited the available options for proposed drainage improvements. Within the street right-of-way, west of Michigan Avenue, existing utilities are induced restrictions to the maximum proposed pipe size. Based on the available space within the street cross section, the maximum diameter pipe that can be implemented is estimated to be 54-inches. Consequently, solutions consisting of maximizing surface flows, in addition to subsurface pipe conveyance, had to be optimized.

Gage Canal: Another restriction is the Gage Canal easement that crosses the City from north to south, generally bound between Michigan Avenue and Mt. Vernan Avenue. The subsurface canal crosses Pico Street, Van Buren Street, De Berry Street, and Barton Road, restricting the possibility of aligning any new storm drain along these roads through this easement.

County Storm Drains: Several of the main storm drains within the City are County owned. The Barton Storm Drain, the De-Berry Storm Drain, and the Highgrove Channel are County owned facilities. Special care was taken to evaluate solutions that did not adversely impact these existing facilities. Any increase in flows or modifications to any of the existing inlets or laterals associated with these facilities would require County coordination and permitting resulting in upsizing the entire facility.

Riverside Canal: The Riverside Canal currently accepts all flows from the Pico Street watershed, including runoff from the Grand Terrace High School. During initial planning for the Gateway Project, the City of Riverside requested that all flows currently tributary to this facility be re-routed back to Highgrove Channel, stating that the Riverside Canal was not originally designed to be a flood control facility.

Caltrans Freeway Culvert Crossing The Grand Terrace Storm Drain, also known as the Highgrove Channel accepts flows from the Barton, De Berry, and Van Buren storm drain systems. The channel ultimately drains to a double 6'H x 6'W reinforced concrete box (RCB) that crosses the I-215 freeway. This Caltrans facility creates a maximum flow restriction at this location. Any plan to improve this

facility would require extensive permitting and downstream improvements beyond the limits of the City. Consequently, this location was identified as a hydrologic critical point of concentration for the regional models herein with the goal to not increase flows currently tables to go to this facility.

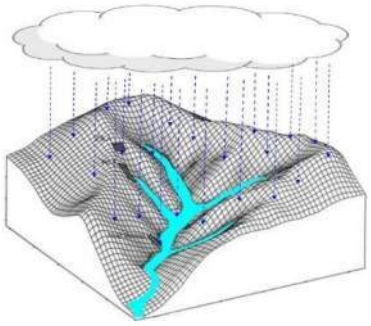
1.6 Data Research

The data research and acquisition process included coordination with County, adjacent city, City of Grand Terrace staff, and field review. The goal of the research was to identify all available data, including previous drainage related studies, drainage related as-built plans, and information regarding previous flooding issues. Items acquired included the following:

- Storm Drain As-Builts
- Previous Drainage Studies
- Storm Drain Maintenance Notes (based on discussion)
- Field Drainage Facility Investigations, and
- Historical flow patterns.

1.7 Technical Software Description

The city-wide study was performed using an advanced hydrologic and hydraulic modeling approach as a result of the area's unique hydrologic and drainage characteristics. Autodesk's XPSTORM software model was used to model both the complex hydrology and hydraulic simulations. The XPSTORM model solves the full St. Venant Equations (or shallow flow equations). In other words, the program solves the highest level of computations available for storm drain modeling. The model utilizes full rainstorm patterns, not just peak flows, to calculate expected runoff and storm drain capture and conveyance efficiencies. Surface flows are evaluated in two dimensions (2D) based on a 3D surface or digital terrain model (DTM). Linking the surface to the subsurface storm drains, lakes or basins, and channels produces a comprehensive and realistic analysis of the entire drainage system.



Rain-on-Grid Hydrology

2 HYDROLOGY & HYDRAULIC ANALYSIS

Four (4) regional watersheds (Pico Street, Van Buren Street, De Berry Street, and Barton Road) encompass a majority of the City's runoff. The remainder of the City runoff is to the north, where flows are conveyed north to northwest where they ultimately terminate into the Santa Ana River. Runoff is generally transported downstream (east to west) via surface flow along a network of streets. Steep slopes and high curbs allow the flows to be contained within the streets for the most part. Runoff from Van Buren, De Berry, and Barton watershed discharge into the Highgrove Channel. The Pico watershed currently discharges into the Riverside Canal, which routes the flow south. Coordination between the City of Grand Terrace and Riverside has resulted in a request to rerout flows from the Pico watershed back into Highgrove Channel as part of the new Gateway project.

In 2020, Q3 Consulting prepared a detailed regional drainage study focused on sizing a drainage system for the Pico and Van Buren Watersheds, "Pico Watershed Focused Drainage Study", January 2020 (Pico Study). This study identified the main storm drain system required to capture flows tributary to Pico Street and Van Buren Street. Both systems would discharge into one of two proposed retention basins constructed as part of the Gateway project, per the Pico Study.

The Gateway project has since consolidated the two basins into one large detention/retention basin. This study discusses the latest project proposed improvements for a single basin alternative, discharging into the Highgrove Channel. The Gateway project design is designed to ensure peak outflow for the single basin, combined with flows from Van Buren, De Berry, and Barton storm drains is less than what is currently tabled to go to the Highgrove Channel.

County Requirements for the Gateway Regional Basin Design:
A majority of the Highgrove Channel is a County owned facility. The proposed detention basin discharges to a portion of the Highgrove Channel that is not owned or operated by the County. Regardless, the proposed Gateway basin was evaluated and sized using traditional models, per the San Bernardino County Flood Control District methodology. This was performed as part of the site-specific Gateway Project Design Report. This method of sizing the basin is very conservative, compared to methodologies used in the more advanced models, resulting in an oversized basin. For this SDMP, the more advanced stormwater model (XPSTORM) was used for analysis of the entire City-wide watershed, which show results of the proposed basin functioning at less than maximum capacity. This analysis was outlined in the (Q3, 2023) Gateway draft report.

All other proposed storm drain facilities (tributary to the basin) were evaluated and sized using XPSTORM. Even though the detention basin was sized based on traditional (conservative) models, it was also evaluated and included in the City-wide XPSTORM model to identify tail water controls for the adjoining proposed storm drains as part of the Gateway project.

2.1 Methodology

An advanced stormwater modeling method was prepared to evaluate existing capacity and proposed improvements for the local drainage infrastructure. This method was used to analyze and size the main lines proposed within the boundaries of the city. The analysis was a continuation and extension of the work previously performed in the (Q3, 2023) project hydrology and hydraulics report.

The methods used in this SDMP utilize aspects of the SBCFCD Hydrology methodology, such as hydrologic loss rate calculations and precipitation. XPSTORM was selected due to the complexities of the City watershed, which include steep terrain with evidence of bifurcations.

As mentioned previously, a second methodology was used to develop the regional basin discharges into the County owned facility (Highgrove Channel). This method consisted of the use of AES Software to calculate and size the proposed regional detention basin. Runoff from the tributary watersheds were also calculated using the AES Software for the purposed of sizing the detention basins. This method was only used for the basin sizing and was not used to evaluate the city storm drain facilities.

2.1.1 Direct Rainfall Method (XPSTORM Hydrology)

The XPSTORM model was used to support the sizing and future design of the City storm drain main-line systems. XPSTORM is a dynamic-wave model that solves the full St. Venant Equations. XPSTORM can model the surface in 2-dimensions, while linking to the subsurface infrastructure, or storm drain system. The result is a comprehensive model that can communicate between the surface and subsurface facilities throughout the modeled design storm duration.

XPSTORM is not currently on the County's accepted model list, therefore it was only used for the City drainage system sizing. Although the County is updating their Hydrology Manual and are contemplating the use of advanced models.

Due to the topographic and climatic characteristics of this region, this project study benefited from the use of an advanced surface model which identifies flow quantity and direction as it moves through the urban area. Traditional hydraulic modeling techniques cannot accurately predict the existing flooding potential or the impacts of proposed improvements for these areas. Using these advanced modeling techniques, hydraulic analyses were completed for existing and ultimate conditions using a linked 2-dimensional surface model, and 1-dimensional subsurface model (1D/2D) in XPSTORM.

Areas within the urbanized study area were evaluated in XPSTORM using a rain-on-grid approach, or Direct Rainfall Method (DRM). DRM is the process of adding (net) rainfall directly to the two-dimensional surface, or digital terrain model. This method allows the surface's physical characteristics (i.e. topography, land use) to dictate the flow patterns, resulting in a more realistic rainfall-runoff modeling approach.

Offsite areas, mainly hillside slopes, were evaluated externally using the Advanced Engineering Software's (AES) program to develop Unit Hydrographs for the design storm events. The offsite hydrographs were added to the DRM at the locations where the offsite hydrographs entered the urbanized area. This was implemented to reduce the runtime of the 1D/2D models.

For a given watershed, DRM will yield different peak flow values than the traditional hydrology methods, such as the Unit Hydrograph. This is a result of the response of the runoff on the 2D surface. Theoretically, the peak flows produced by the Unit Hydrograph are calculated based on "lag", which is similar to time-of-concentration, that assumes all flows are concentrated and conveyed from one concentration point to the next. This assumption has a tendency to fictitiously reduce travel time. Reduced time-of-concentration yields higher peak flow rate estimates. DRM models will allow the topography to dictate the runoff paths and velocities and do not require manual calculations.

Loss rates for the DRM were calculated based on the San Bernardino County Hydrology Manual. Loss rates in XPSTORM were incorporated into the gross rainfall data, to yield a net rainfall to use on the 3D surface. Loss rates were calculated and incorporated into the rainfall point precipitation depths based on Land Uses, Soil Type, and using Antecedent Moisture Condition 3 (AMC 3) for the 100-year storm.

2.1.2 Proposed Regional Basin Evaluations

The proposed basin is a part of the Phase 1 improvements, and detailed design results can be found in the Gateway project design report.

As seen on Exhibit 1 and Exhibit 2 from the (Q3, 2023) report, included herein, three regional sub-watersheds were delineated based on drainage patterns and outlet points (general topography). The northern drainage boundary (Subarea 1A) and middle drainage boundary (Subarea 2A) eventually discharge into the existing double 6'x6'RCB underneath the I-215 freeway. The southern drainage boundary (Subarea 3B) eventually discharges into the Riverside Canal in existing conditions. Guidelines for establishing the longest flow path, Lca, and effective slope were performed per the County Hydrology Manual.

In the (Q3, 2023) report, a series of regional hydrology analyses were prepared in accordance with the San Bernardino County Hydrology Manual for the 2, 5, 10, 25, and 100-year storm events to evaluate the potential project impacts on the County-owned Highgrove Channel. See (Q3, 2023) report. For existing, project and ultimate conditions, loss rates and unit hydrographs were developed using AES. For the project and ultimate conditions, the hydrographs were routed using EPA's SWMM5. SWMM5 (an advanced model) was used to route the basin since the basin outlet is a consortium of several pipes discharging flows to two different water bodies.

EPA's SWMM 5 software program is a dynamic wave model, used in this analysis to evaluate the proposed basin's outlet structures. This model has been used in San Bernardino County, and multiple agencies within the County, over the last several years. In this project, it is only used to route the basin, due to the complexity of the outlet facilities.

The purpose of this analysis was to identify the maximum size of the basin and outlet configuration. For this SDMP, the basin was added to the XPSTORM model to establish the 100-year maximum water surface elevation. Since the XPSTORM model is a single comprehensive model, which includes all storm drain features, a more accurate depiction of how the basin water surface elevation impacts the connected storm drains allowed for more precise sizing.

2.2 Hydrologic Boundary Conditions

The regional hydrology for the design of storm drain systems is based on the County of San Bernardino requirements prescribed in the Hydrology Manual. The evaluation and preliminary design of drainage infrastructure was based on the 1-percent annual chance (100-year) storm event based on the methodology identified in herein.

Points of Comparison (POC):
For the Gateway Basis of Design analysis, two discharge points were selected to serve as point of comparisons (POC) of the peak discharges between existing and ultimate conditions to ensure the project conditions did not produce adverse impacts to the downstream receiving water bodies. POC #1 is located at the inlet of the existing double 6'Hx6'W RCBs located under the I-215 freeway and railroad crossing.

For existing conditions, another location was evaluated to identify how much existing condition runoff was discharging from the Pico watershed into the Riverside Canal (POC #2). Coordination with the City of Riverside resulted in conditions to divert 100-percent of the runoff (Pico) to Highgrove Channel (POC #1). Consequently, for any future plans for drainage within the City of Grand Terrace, runoff to POC #2 would be zero.

Boundary Conditions (XPSTORM):
In XPSTORM existing and ultimate condition models, the open channels downstream of POC #1 was set to normal depth.

Existing 48" Culvert in Highgrove Channel
The existing 48" culvert located in the Highgrove Channel does not have the capacity to convey 100-year design storm flows. In the event of a 100-year storm event, flows would bypass the existing 48" culvert and overtop the embankment continuing towards POC #1. Therefore, for this analysis the existing 48" culvert was disregarded.

2.3 Hydrologic Models

Hydrology was prepared for two conditions: Existing Conditions and Ultimate Conditions. The extents of the XPSTORM model can be seen in Figure 2-1.

Existing Condition analyses were prepared with no proposed improvements. This run established the target flowrate at Point of Comparison #1 (POC #1) for ultimate conditions. It also identified how much flow was currently being discharged to the Riverside Canal or POC #2 (See Figure 2-2). POC #2 was identified only for reference, since the City of Riverside has required that all flows from the Pico watershed be rerouted to POC #1.

The existing conditions model extended beyond the entire City boundary. Modeled results for this condition were developed to provide a baseline for areas needing flood control mitigation.

Ultimate Condition analyses were prepared assuming all the proposed improvements from the Gateway project (Phase 1) are constructed in addition to the extended proposed improvements (Phase 2). Ultimate condition peak flows from the proposed detention basin and drainage facilities were compared to the existing condition flows at POC #1 to ensure ultimate peak flows were less than existing condition peak flows. Figure 2-1 shows the limits of the proposed Gateway project and the POC locations where peak 100-year flows were compared.

The Ultimate conditions models also include other proposed improvements outside the watersheds tributary to the Gateway project.

Figure 2-1. XPSTORM Model Extents

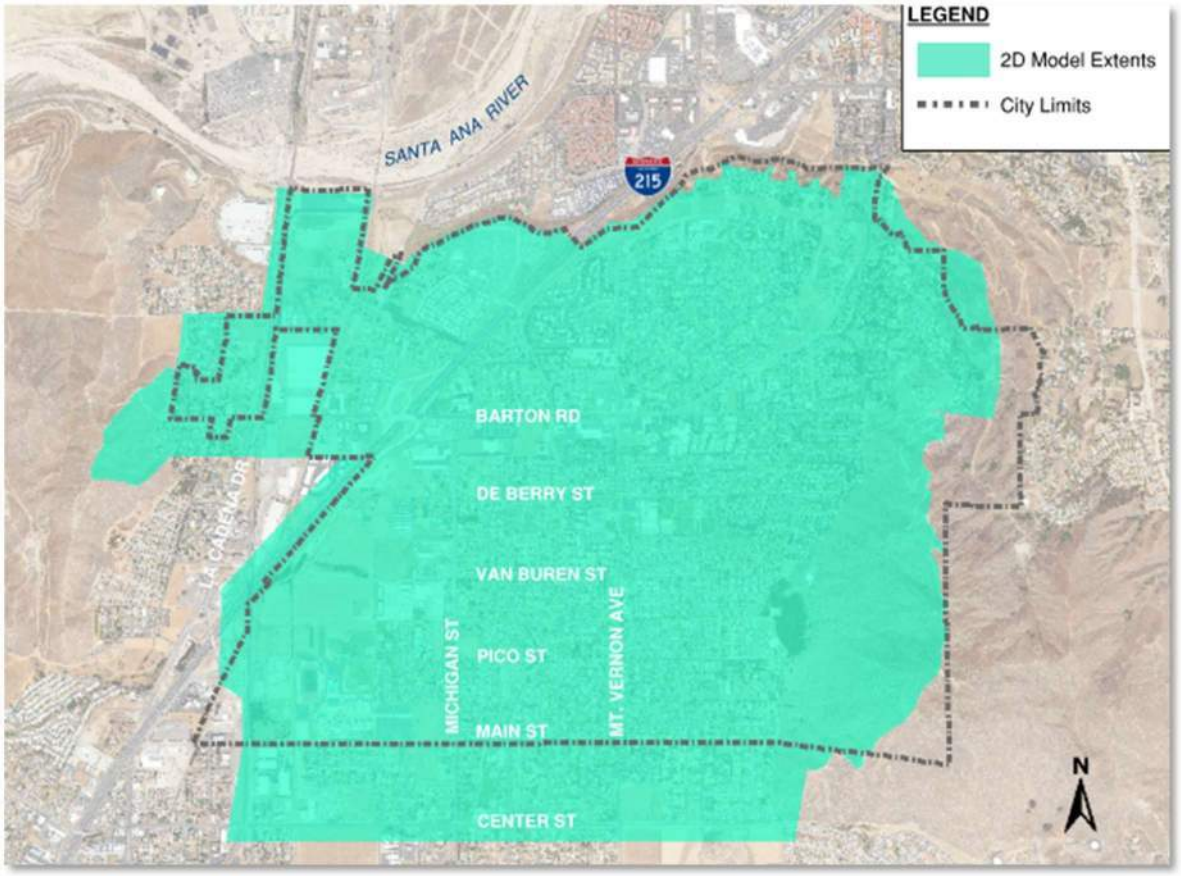
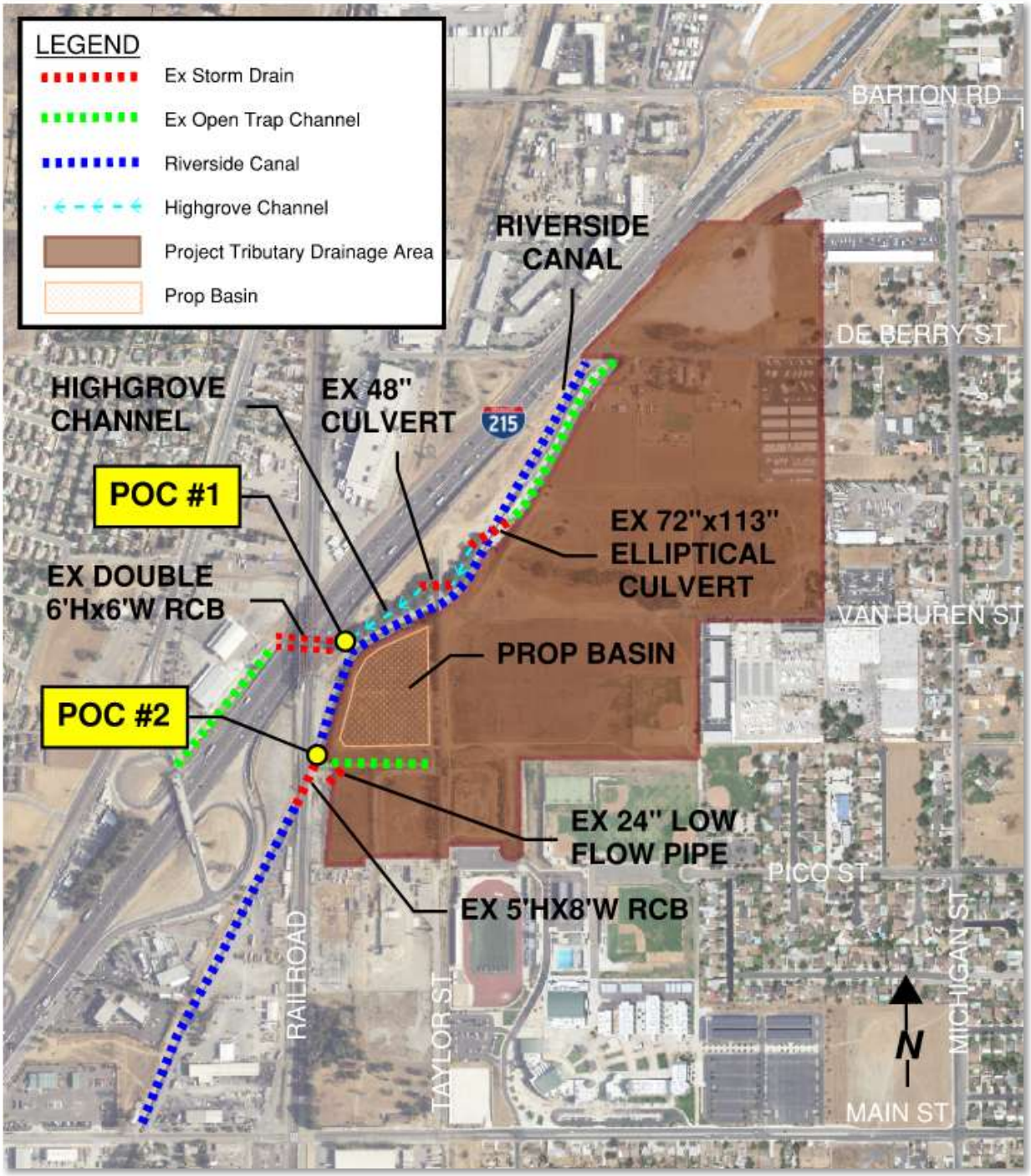


Figure 2-2. Gateway Project Footprint and Points of Comparison (POC)



2.4 Watershed and Flood Routing Parameters

2.4.1 Precipitation

For the Detailed Method XP models, direct rainfall method (DRM) data was prepared using the San Bernardino County Hydrology rainfall pattern to develop hyetographs. The point precipitation data for the 100-year storm event (or 1% annual chance) was based on the NOAA Atlas 14 data.

Table 2-1. NOAA Atlas 14, 100-Year Point Precipitation Data used in XP Models

Duration	100-Year Point Precipitation
5-min	0.29
30-min	0.77
60-min	1.12
3-hr	1.89
6-hr	2.61
24-hr	4.65

2.4.2 Topography

Existing topography (2013) was provided by the City. This data was used to develop the 2-D surface within XPSTORM.

2.4.3 Vertical Datum

The project uses the North American Vertical Datum of 1988 (NAVD88).

2.4.4 Soil Types

Soil data from USDA Natural Resources Conservation Services Web Soil Survey was used for this analysis.

2.4.5 Land Uses

Land use data was taken from the General Plan Land Use obtained from the San Bernardino County ArcGIS website.

2.4.6 Manning's "n" Value

A varying Manning's value was used for the model. The Manning's designations were as follows:

0.06 – Open Space
0.045– Residential/Commercial Landscaping
0.025 - Streets
Blocked– buildings/obstructions were not modeled with a Manning's roughness.

For 2-D modeling (used in the Detailed Method), the surface roughness coefficients are higher than standard drainage conduit values. The primary reason is, flows are generally shallow on 2-D surfaces, therefore roughness is relatively more impactful on flows regimes.

2.4.7 Grid Size (Detailed Method)

The grid cell resolution is an important consideration in two-dimensional modeling. Small grid cell sizes increase accuracy but require additional computation times; while larger grid sizes compromise accuracy but increase computation time. The determination of grid size requires a trade-off to ensure a workable model without compromising satisfactory accuracy.

Multiple cell sizes can be specified within one model, allowing a larger grid size to be used in areas where high detail is not required and a smaller grid size to be used in primary areas of interest. Multiple cells sizes were evaluated and a 10-foot grid cell size was used for the Grand Terrace model. This cell size was sufficient to adequate capture the street flow conveyance, and refined enough to provide a higher level of detail in areas where bifurcation could be present

2.4.8 Computational Time Step (Detailed Method)

The computational time step is very important for 2-D modeling. At each time increment, the software computes a flow depth at each cell as well as each cell boundary, and assigns flow accordingly, resulting in a new computation at the subsequent time step therefore increasing the simulation time. Grid size is directly proportion to the computational time step. A time-step of 0.8 seconds was used for 10-foot grid cells.

2.5 Modeling Analyses

As part of the ultimate conditions modeling, the proposed basin was sized based on the requirements of the SBCFCD Hydrology Manual per the Gateway H&H Study (Q3, 2023). The analysis included using County standard models AES and SWMM5, for basin outlet hydraulic (County Method). Detailed descriptions of this method can be found in the (Q3, 2023) report. Delineation maps for both existing and ultimate conditions (Phase 1) are shown in Exhibits 1 and 2. The analysis supported the grading plan and outlet size for the Gateway project regional detention basins. This basin (as sized in the previous study) was used in the SDMP final models.

For this SDMP, XPSTORM was used to evaluate all drainage infrastructure. The County facilities were included in the models to understand the total flows tributary to the POC's downstream. This comparison was necessary to ensure no increase in runoff was occurring.

2.5.1 XPSTORM Existing Condition Model Results

The baseline existing condition model was developed and run for the 100-year event. The maximum water surface elevations for the event were plotted on an aerial of the focused study area. Several locations were identified where flows breakout (bifurcate) into adjacent sub-watersheds. Figure 2-3 shows the result of the Existing Conditions 100-Year storm model for the area tributary to the Phase 1 proposed detention basin and shows the locations of bifurcation. As can be seen, some areas along Pico Street reach over 2 feet in depth. Both Pico Street and Van Buren Streets contain areas of flooding and breakout. As a result, Michigan Street, particularly the area between Pico and Van Buren also experiences flooding.

Some areas were considered for "Hazard", which is the product of velocity * depth. Areas with the Hazard product of "6.0" and greater were marked for potential surface water capture. The focus areas exist along Pico, west of Michigan Street. Van Buren also experiences high "hazard" levels north of Michigan Street. Much further up in the watershed, both Pico and Raven Way also show high "hazard" levels, but the only way to alleviate this would be to reduce flows tributary, via attenuation, or extend a storm drain up Pico Street to intercept flows. This later method may prove to be infeasible.

Breakout Locations

The primary benefit in evaluating the watershed drainage conditions is XPSTORM's ability to evaluate and quantify areas of bifurcation and/or breakout. The images below show the main locations where this occurs. Locations where the XPSTORM model predicted breakouts were field verified by the team. Each site contained evidence of flood issues. The breakout #1 image shows a location along Pico Street at Michigan Avenue. The street curb along this field is slightly lower than the upstream curb height, and the longitudinal slope is slightly less as well. As storm runoff reach the flatter section of street, the velocity drops and the depth increases. The result is a breakout, where flows migrate northwest through the lot towards Michigan Avenue. The sandbags seen in this photo are evidence of an attempt to mitigate the breakout.

The second breakout point (#2) shows the breakout identified along Pico Street just west of Mt. Vernon Avenue. Here it is apparent that the curb height is 6 inches, whereas on the other side of Pico Street, the curb is 12-inches. Just downstream of this location, the property owners installed a railroad tie along the top of curb to help thwart potential flooding.

Breakout #3 occurs along Van Buren Street, just east of Vivienda Avenue. This location is less obvious but can be seen as the upstream curb face is over 12-inches. A driveway is at or just a few inches above street flowline causes flows to route into this property owner's yard. The curb face just downstream of the driveway is also 6 inches.

The model analysis showed that standard delineations of the Pico Street, Van Buren Street, and De Berry Street watersheds are not standard, and do not follow the previously identified watershed delineations. Previous delineations suggested very clean, straight boundaries. Although this may be true for small storm events, larger storm events such as the 100-year event bifurcate and cross over to adjacent drainage watersheds.

One result of this analysis was a better understanding of where and how to phase each proposed drainage improvement and their respective impacts on adjacent watersheds.

XPSTORM results were calculated at the two POC's for comparison to ultimate conditions. Table 2-2 shows the peak 100-year runoff at POC #1 (Caltrans double 6'x6') RCB, and POC #2 (Riverside Canal).



Breakout #1: Pico Street & Michigan Avenue



Breakout #2: Pico St. west of Mt. Vernon Ave.



Breakout #3: Van Buren St. east of Vivienda Ave.

Table 2-2. Existing Conditions 100-Year POC Peak Flowrates (XPSTORM)

Location	Peak Flow (cfs)
POC #1 / Node 101	933
POC #2 / Node 200	320

In reviewing the current conditions at the Caltrans double 6'H x 6'W RCB (POC #1), the existing 100-year peak flow tributary to this facility was calculated to be 933 cfs. One goal of this SDMP is to ensure that with the proposed Phase 2 improvements, the flowrates from XPSTORM ultimate conditions are less than this value. POC #2 does not exist in ultimate conditions. Consequently, the flow at that location is zero, as they are being diverted to the basin.

GRAND TERRACE RD

215

BARTON RD

DE BERRY ST

LA CADENA DR

POC #1
Ex Dbl 6'x6' RCB
Q_{100}=933 cfs

VAN BUREN ST

POC #2
Ex 5'hx8'w RCB
Q_{100}=320 cfs

PICO ST

MICHIGAN AVE

MT VERNON AVE

MAIN ST

Legend

- City Limits
- Ex SD
- Ex Open Channel
- 0.25 - 0.5
- 0.5 - 1
- 1 - 1.5
- 1.5 - 2
- 2 - 3
- 3 - 4
- 4 - 5
- 5 <

Consulting

N

0 250 500 1,000 Feet

Grand Terrace Storm Drain Master Plan

XPStorm Model
Existing Condition 100-Year Max Depth

Figure 2-3

N:\40\163000\GIS\MXD\GT-SMP_Exhibit.mxd

2.5.2 XPSTORM Ultimate (Proposed) Condition Models

The ultimate condition models consisted of the proposed Gateway improvements (Phase 1) and the new proposed improvements as part of the SDMP (Phase 2). The improvements in Phase 2 are extensions of the Phase 1 improvements.

The ultimate condition models are highly dependent upon the Phase 1 proposed regional detention basin, as discussed in the Gateway H&H Study (Q3, 2023). Figure 2-4 shows the Ultimate Conditions traditional County method watershed delineations for the proposed detention basin. As stated previously, this hydrology was prepared only163 to size the detention basin, not to quantify flows for the storm drain infrastructure. That being said, the sizes shown for Phase 1 on Figure 2-4 may change during the Phase 1 Final Design for the Gateway project.

The regional detention basin sized in previous studies was included in the XPSTORM model evaluation. The goal of the basin was to not only reduce the peak runoff of the Gateway project site but also reduce the peak runoff of the regional watershed. The proposed basin is approximately 65 ac-ft and has a bottom elevation of 925 feet and a top elevation of 945 feet, with a primary outlet structure consisting of a 3'high by 5' wide RCB. Table 2-3 shows the stage-storage relationship. The basin will discharge into the existing double 6'hx6'w RCB underneath the I-215 freeway (POC #1/ Node 101).

Table 2-3. Proposed Basin Storage-Area Curve

Elevation	Depth (ft)	Area (sf)	Total Vol (ac-ft)
920	0	72,173.9	0.00
921	1	75,871.4	1.70
922	2	79,625.4	3.48
923	3	83,435.7	5.36
924	4	87,302.2	7.32
925	5	91,225.0	9.36
926	6	95,204.1	11.50
927	7	99,239.4	13.74
928	8	103,331.0	16.06
929	9	107,478.8	18.48
930	10	111,684.9	21.00
931	11	115,943.1	23.61
932	12	120,259.7	26.32
933	13	124,632.5	29.13
934	14	129,061.6	32.04
935	15	133,547.0	35.06
936	16	138,088.6	38.18
937	17	142,686.5	41.40
938	18	147,340.7	44.73
939	19	152,051.1	48.17
940	20	156,817.9	51.71
941	21	161,640.9	55.37
942	22	166,520.3	59.13
943	23	171,455.9	63.01
944	24	176,448.0	67.01
945	25	181,496.4	71.11

Figure 2-4 shows the Phase 1 and Phase 2 storm drain systems. The "blue" lines and proposed basin represent proposed drainage infrastructure associated with the Gateway project (Phase 1). The "red" lines

are identified as proposed infrastructure as part of this SDMP (Phase 2). "Orange" lines represent improved curb areas and associated with Phase 2 improvements

All Phase 1 and Phase 2 proposed improvements were modeled as ultimate conditions. The results of this analysis and breakdown of proposed SDMP (Phase 2) improvements are identified in Section 4.

Table 2-4. Ultimate versus Existing Conditions 100-Year POC Peak Flowrates (XPSTORM)

Location	Existing Condition Peak Flow (cfs)	Ultimate Condition Peak Flow (cfs)
POC #1 / Node 101	933	820
POC #2 / Node 200	320	51*

**Note: Flow in canal from not associated with grand City runoff.*

Table 2-2 shows the comparison of the two primary points of concentration assuming a free-flowing watershed. In other words, no blockage or accumulation of sediment that may impede flows within the system are assumed.

POC #2 Discussion:

The Caltrans double RCB is tabled to convey flows from the watershed with the assumption of a free-flowing watershed. All traditional hydrologic models, with tributary drainage areas larger than 640 acres (which is the case for POC #2) are recommended to use the Unit Hydrograph approach, as shown in the SBCFCD Hydrology manual. As such, a hydrologic analysis of tributary drainage for a single large area assumes free, unrestricted flow from the headworks to the concentration point (lag time calculation). This assumption can result in lag times slightly shorter than what actually exists, resulting in higher peak flow estimations. The Unit Hydrograph method was used to size the proposed basin, but XPSTORM was used to size the surrounding facilities. This includes identifying the flows tributary to POC #2.

Per the results of the Ultimate Conditions XPSTORM model, both the existing condition and ultimate condition peak 100-year flowrates are conveyed through the Caltrans double 6'W x 6'H RCB culverts without overtopping. The models, however, only are conveyed a short distance downstream of the existing culvert. A full model of the Highgrove Channel was not prepared as part of this analysis.

Traditional hydraulic models may show that this facility does not adequately convey 100-percent of either the existing or ultimate condition flows. Yet several conservative assumptions are associated with these traditional models, such as approach velocity limitations and/or over conservative loss rate projections. Regardless of the modeling technique, it was the goal of the MP to reduce the ultimate 100-year watershed runoff peak flow to less than that of the free flowing existing condition peak runoff to reduce risk of future adverse impacts to the downstream system.

Prop Basin Design
Bottom elev= 920'
Top elev= 945'
100yr Max WSE= 937'
Freeboard = 8ft

Prop Basin Outlet to Ex Dbl 6x6 RCB
3'hx5'w RCB

Note: Proposed SD sizes shown for Phases 1 and 2 are based on what was used in the XP models. Design plan SD sizes may differ from XP SD sizes

*NOTE: Phase 1 sizes shown in this figure were used in the MPD XP Model but may change during the Final Design of the Phase 1 improvements prepared by others. These changes will not impact the offsite inflows in this model.

GRAND TERRACE RD
215
BARTON RD
DE BERRY ST
LA CADENA DR
VAN BUREN ST
PICO ST
MICHIGAN AVE
MT VERNON AVE
MAIN ST

Prop 48" SD
Prop 60" SD
Prop 3'hx5'w RCB
Q_{100}= 380 cfs
Prop 36" SD
Prop 48" SD
Prop 60" SD
Prop 78" SD
Prop 54" SD
Prop 42" SD

POC #1
Ex Dbl 6'x6' RCB
Q_{100}=820 cfs

POC #2
Ex 5'hx8'w RCB
Q_{100}=51 cfs

Legend
- City Limits
- Ex SD
- Ex Open Channel
- Prop SD - Phase 1
- Prop SD - Phase 2
- Upsize Ex SD
- Prop 1ft Contour

max depth (ft)
- 0.25 - 0.5
- 0.5 - 1
- 1 - 1.5
- 1.5 - 2
- 2 - 3
- 3 - 4
- 4 - 5
- 5 <

Q3 Consulting

N

0 250 500 1,000 Feet

Grand Terrace Storm Drain Master Plan

XPStorm Model
Proposed Condition 100-Year Max Depth

Figure
2-4

N:\40.183.000\GIS\MXD\GT-SMP_Exhibit.mxd

3 ESTIMATED CONSTRUCTION COSTS

Preliminary construction cost estimates were developed for the Phase 2 improvements. Unit prices were based on recent bid project and associated unit pricing. A list of unit costs can be seen in Table 3-1. The current California Construction Cost Index for January 2026 is 10,159.

Table 3-1. Construction Cost Unit Pricing

Item	Unit	Quantity	Unit Price
18" RCP	LF	1	$178
24" RCP	LF	1	$200
30" RCP	LF	1	$215
36" RCP	LF	1	$230
42" RCP	LF	1	$252
48" RCP	LF	1	$274
54" RCP	LF	1	$297
60" RCP	LF	1	$326
66" RCP	LF	1	$348
84" RCP	LF	1	$408
7' CB	EA	1	$14,826
14' CB	EA	1	$25,205
21' CB	EA	1	$32,618
28' CB	EA	1	$44,479
18" Curb and Gutter	LF	1	$222
Sawcut and Remove Existing AC	SF	1	$44
RipRap (Protection)	CY	1	$120
Grouted Riprap (Protection)	Cy	1	$160
Reinforced Concrete Structures	CY	1	$1,200

Contingencies were developed based on similar City drainage master plan projects. The following contingencies were used in this project.

Table 3-2. Construction Cost Contingencies

Item	Unit	Quantity
Junctions/Manholes (10%)	LS	1
Mobilization (10%)	LS	1
Engineering & Design (15%)	LS	1
Surveying (2%)	LS	1
Environmental/Permitting (15%)	LF	1
Construction Management (6%)	LF	1

A total contingency was set at 58-percent for each proposed project. Individual costs are estimated in Sections 4.1, 4.2, and 4.3. These costs are preliminary engineer's estimates. The estimates do not include utility relocations or roadway improvements.

4 RECOMMENDED PROPOSED IMPROVEMENTS

The improvements recommended in this SDMP do not include the Gateway project Phase 1 improvements. This SDMP focuses on the "ultimate" proposed improvements of the Gateway project Phase 2 and the proposed improvements within the rest of the City.

As discussed previously, the ultimate proposed improvements focus on the known flooded areas within the City and the extension of Phase 1 Gateway improvements. The extension of the Phase 1 and Phase 2 improvements are primarily intended to capture and convey flows to the proposed regional detention basin. One major project constraint was to reduce the flows to POC #1 (Caltrans culvert) to below existing condition using the SBCFCD methodology (Unit Hydrograph) approach. The UH approach assumes single area drainage from the entire watershed tributary to this point.

The watershed used for existing versus ultimate at POC #1, slightly change as a result of the City of Riverside's request to reroute flows from the Pico watershed back to the Highgrove Channel instead of the Riverside Canal. This creates a diversion of watersheds back to historical flow paths, but does change the current drainage characteristics for both the Highgrove Channel and Riverside Canal. The proposed detention basin is designed to reduce the ultimate flow (based on single area UH methodology at POC#1) to below existing conditions even with this diversion.

Another constraint included the existence of County owned storm drain facilities within the City. Three of the main storm drain facilities; De Berry, Highgrove, and Barton storm drain are County owned. Any changes to these facilities would require County review and design methodologies, which include much more conservative modeling procedures that would ultimately require larger storm drain conduit sizing. This would result in improvement costs much greater than using the more advanced hydraulic software models. Consequently, proposed improvements for this SDMP focused on Pico Street, Van Buren, and a parallel system along De Berry Street.

As a part of the Gateway project, main line improvements have been proposed for each of the City-owned lines, including drainage infrastructure improvements within the future development site. This study focuses on the extension of these improvements and reviewing locations of known flooded areas outside of the sphere of the Gateway project improvements.

4.1 Pico Street Improvements

The Gateway (Phase 1) project proposes to construct storm drain from the proposed regional basin to the western end of Pico Street. This study proposes to extend additional storm drain along Pico Street from the western end to the Gage Canal easement (Phase 2). Figure 4-1 shows the proposed storm drain, which includes 42-inch to 54-inch RCP, fourteen inlets, and improvements to the existing curb and gutter. Raising the curb and gutter from 6-inchs to 12- to 18-inchs will help maintain street flow and not allow for bifurcation.

The total estimated costs for Pico Street, Phase 2 proposed improvements are identified in Table 4-1. Phase 1 improvements are currently ongoing and not a part of the SDMP cost estimates.

Table 4-1. Phase 2 Pico Street Proposed Improvement Cost Estimates

Pico Storm Drain					
Item	**Unit**	**Quantity**	**Unit Price**	**Unit Cost**	**Subtotal**
18" RCP	LF	420	$178	$265	$111,340
42" RCP	LF	1137	$252	$376	$427,001
48" RCP	LF	103	$274	$409	$42,095
54" RCP	LF	1257	$297	$442	$555,373
21' CB	EA	10	$32,618	$48,601	$486,007
28' CB	EA	6	$44,479	$66,274	$397,642
18" Curb and Gutter	LF	2876	$222	$331	$953,016
R&R AC Paving (T-CAP)	SF	1	$130,000	$130,000	$130,000
Traffic Control	LS	1	$80,000	$80,000	$80,000
				Subtotal	*$3,182,474*
Contingencies					
Junctions/Manholes (%)	LS	1	10		$318,247
Mobilization (%)	LS	1	10		$318,247
Engineering & Design (%)	LS	1	15		$477,371
Surveying (%)	LS	1	2		$63,649
Environmental/Permitting (%)	LS	1	15		$477,371
Construction Management (%)	LS	1	6		$190,948
				Subtotal	***$1,845,835***
SUBTOTAL COST					$5,028,309
GENERAL CONTINGENCY (%)			58		$2,916,419
GRAND TOTAL					**$7,944,729**

4.2 Van Buren Street Improvements

The Gateway (Phase 1) project proposes to construct storm drain from the proposed regional basin to Michigan Avenue. This study proposes to extend this facility further east approximately 800 linear feet (Phase 2). The proposed storm drain consists of 36-inch RCP with four inlets. Figure 4-1 shows the proposed storm drain, and a section of raised curb along the south side of the street.

Table 4-2. Phase 2 Van Buren Proposed Improvement Cost Estimates

Van Buren Storm Drain					
Item	**Unit**	**Quantity**	**Unit Price**	**Unit Cost**	**Subtotal**
18" RCP	LF	304	120	$178	$54,086
24" RCP	LF	183	135	$200	$36,628
36" RCP	LF	942	155	$230	$216,479
48" RCP	LF	966	185	$274	$264,961
21' CB	EA	5	22000	$32,618	$163,090
18" Curb and Gutter	LF	250	150	$222	$55,599
Sawcut and Remove Existing AC	SF	250	30	$44	$11,120
R&R AC Paving (T-CAP)	LS	1	80000	$80,000	$80,000
Traffic Control	LS	1	50000	$50,000	$50,000
				Subtotal	*$931,963*
Contingencies					
Junctions/Manholes (%)	LS	1	10		$93,196
Mobilization (%)	LS	1	10		$93,196
Engineering & Design (%)	LS	1	15		$139,795
Surveying (%)	LS	1	2		$18,639
Environmental/Permitting (%)	LS	1	15		$139,795
Construction Management (%)	LS	1	6		$55,918
				Subtotal	***$540,539***
SUBTOTAL COST					$1,472,502
GENERAL CONTINGENCY (%)			58		$854,051
GRAND TOTAL					**$2,326,554**

Q_{100} = 61 cfs

36" RCP
917 LF

12" CURB, 217 LF

VAN BUREN ST

PASCAL AVE

GAGE CANAL

GARDEN AVE

SANDBURG WAY

MICHIGAN ST

12-18" CURB, 364 LF

PASCAL AVE

Q_{100} = 360cfs

12" CURB, 425 LF

12" CURB, 462 LF

12" CURB, 1,506 LF

PICO ST

Surface Q_{100} = 136cfs

Q_{100}= 320cfs

Q_{100} = 293cfs

Q_{100} = 286cfs

Q_{100} = 166cfs

Q_{100} = 252cfs

Q_{100} = 134cfs

Q_{100} = 114cfs

54" RCP
1,294 LF

48" RCP
102 LF

42" RCP
1,138 LF

REED AVE

MT VERNON AVE

GAGE CANAL

Legend

- Exist Drainage Facility
- Prop SD - Phase 1
- Prop SD - Phase 2
- Prop Curb Improvement
- Prop Inlet - Phase 1
- Prop Inlet - Phase 2
- Prop Inlet with Flap Gate - Phase 2

Consulting

0 250 500 ft

N

City of Grand Terrace
Storm Drain Master Plan Update

Van Buren St and Pico St SD Improvements - Phase 2 (Ultimate Condition)

FIGURE
4-1

N:\40.163.000\GIS\MXD\GT-SDMP.qgz

4.3 Known Flooded Area Proposed Improvement Recommendations

Improvements beyond the Gateway project Phase 2 focus on the areas of known flood hazards within the City. In particular, these areas include major flooding along main flow paths. At a master plan level, minor flooding, or areas of shallow ponding, are not considered major flow paths. These minor areas can be addressed individually using local solutions. Four locations were identified in this study for further evaluation and potential improvement.

Site 1: This site is located along Mount Vernon Avenue, north of Barton Road occurs at inlets along the main street, a part of the Barton Storm Drain system. This site consists of several major constraints including major utilities within the street. Evaluation of this site showed that the existing Barton Storm Drain (County owned) is undersized. Any additional flows to this system would require upsizing the entire drainage system. A local lot adjacent to the inlet along the west side of the street is not developed and could potentially be used as a small basin (above or below grade). This would only serve flows along the west side of the street and would most likely require a pump system to drain, in addition to purchasing the lot. A proposed solution for this site would be to prepare a detailed study to identify if detention and/or retention would be feasible to reduce flooding at this location. It is recommended to conduct a more detailed site evaluation for potential local improvements.

Figure 4-2. Site 1 – Known Flood Location (Mount Vernon Avenue north of Barton Rd.)



Site 2: This site is located within the Gage Canal easement just north of Pico Street (Figure 4-3). Flows from the neighborhood east drain through this easement and onto Pico Street. After evaluation, the model showed that by adding an earthen berm (2+ feet) along the western side of the easement, and cleaning the existing channel reduced the ponding to approximately 1 foot. Since this site is maintained by other agencies, it is recommended that coordination with the agency would be more economically feasible than taking ownership of the easement. This site requires maintenance and no structural drainage improvements are recommended as part of this SDMP. The recommendation for this site is to coordinate with appropriate agencies and potentially grade an earthen berm to protect properties to the west. Maintenance of the existing swale should be performed in a routine matter to allow flows to drain towards Pico Street.

Figure 4-3. Site 2 – Known Flood Location (Gage Canal/Pico Street)



Site 3: Vivienda Avenue is located at the north westernmost end of the City and is known to flood during moderate to large storm events (Figure 4-4). Recent development at the end of the cul-de-sac has tried to remove some of the flooding hazard that occurs in this area. Due to the flat topography in the area and the lack of slope in the relatively recent constructed bioswale, flows still pond. It is recommended to not attempt to improve this area with new storm drainage facilities but rather improve the outlet located at the north end of the development. This outlet would require coordination with the Railroad company and the County due to the leveed conditions. Improvements to this area would require easements through privately owned land. Also, much of the required improvements would be outside city boundaries. It is recommended that additional coordination be conducted with all agencies and a more detailed study to identify a mult-agency solution.

Site 4: The Grand Terrace Road low crossing is located north of the Vivienda Avenue/Grand Terrace Road intersection (Figure 4-5). This facility is design to pass low flows via a 24-inch pipe, and overtop during large storm events. Small pipes (such as a 24-inch) are subject to clogging which can cause overtopping more frequently that designed. Hydraulic analyses showed that improving the size of the undercrossing to a 48-inch RCP will provide enough conveyance to greatly reduce potential for overtopping (assuming no debris plugs the entrance). This headwall can be equipped with a debris rack to minimize debris accumulation potential. Figure 4-6 shows the proposed improvements.

Figure 4-4. Site 3 – Known Flood Location (Vivienda Avenue)



Figure 4-5. Site 4 – Known Flood Location (Grand Terrace Rd. Low Crossing)





Consulting

City of Grand Terrace
Storm Drain Master Plan Update

Grand Terrace Rd SD Improvements - Phase 2 (Ultimate Condition)

FIGURE
4-2

5 CONCLUSIONS

The goal of this storm drain master plans is to identify feasible regional drainage solutions that provide the most benefit for the city. Several factors exist that create infeasible opportunities for extending local improvements for some areas that experience minor to moderate flooding during large storm events. These factors include the presence of undersized County storm drain facilities, the location and alignment of the Gage Canal, and the lack of subsurface storm drain currently within the City.

The new development, being constructed just east of the I-215 freeway, has provided the City with the opportunity to construct improvements to the regional drainage infrastructure. Referred to in this report as Phase 1, the Gateway project was conditioned to develop regional drainage improvements for the Pico Street, Van Buren Street, and De Berry Street watersheds. These improvements also include the construction of a large regional detention basin to mitigate not just project runoff, but regional runoff from the City. This SDMP builds on the Phase 1 improvements (Phase 2) and includes other proposed improvements within the City. All proposed improvements, city-wide, including Phase 1 and Phase 2 are referred to as the Ultimate Condition.

The proposed regional detention basin (Phase 1) was design to mitigate flows and discharge to the existing Highgrove Channel just upstream from the Caltrans double 6'H x 6'W RCB (POC #1). The basin also was designed to mitigate the increase of expected flows due to the redirecting of runoff originally tributary to the Riverside Canal (POC #2). Table 5-1 shows the existing versus the ultimate condition flows at both points of comparison.

Table 5-1. Ultimate Conditions Regional Basin 100-Year Results (XPSTORM)

Location	Existing Peak Flow (cfs)	Ultimate Peak Flow (cfs)
Basin Maximum Water Surface Elevation	N/A	937.0
POC #1 (Caltrans Double RCB)	933	820
POC #2 (Riverside Canal)	320	51*

**Note: Flow within Canal (not storm runoff)*

The ultimate SDMP proposed facilities (other than Phase 1) were divided into three systems: the Phase 2 Pico Street storm drain, the Phase 2 Van Buren Storm drain, and the Grand Terrace Road crossing. Table 5-2 shows the summary of the estimated construction costs for each.

Table 5-2. Ultimate SDMP Proposed Improvement Construction Cost Summary

System Name	Estimated Cost
Pico Storm Drain Improvements (Phase 2)	$2,327,000
Van Buren Storm Drain Improvements (Phase 2)	$7,945,000
Grand Terrace Road Crossing	$714,000
Subtotal	**$10,986,000**

This cost is the recommended amount to complete the improvements necessary to construct the recommendations for this SDMP. These costs do not include the Phase 1 projects currently being implemented as part of the Gateway project. Although some additional locations experiencing localized flooding are not recommended for regional improvement as part of this SMPD, these areas can be evaluated as stand-alone projects that require more detailed evaluations including utility location

verification, potential property investment, and coordination with outside agencies. The focus of this SDMP is on regional drainage solutions.

5.1 Priority and Construction Phasing

This SDMP was prepared with the assumption that all Phase 1 improvements will be completed prior to Phase 2. All Phase 1 improvements that convey regional flows were sized based on a worse-case scenario comparing "interim" and "ultimate" upstream improvements. Interim conditions refer to constructing Phase 1 today, without Phase 2 projects implemented. Ultimate conditions refer to all systems constructed. If flows in a particular system of Phase 1 are larger for ultimate conditions, that was the flow used to design that particular system (As in the Pico Storm Drain system). Consequently, if the interim condition analyses produced higher peak flow rates, as in the Van Buren storm drain system, that was the flow used for design.

The rating of deficient systems was based on an existing hydraulic analysis and showed that the Pico Storm drain system is the highest priority (i.e. most deficient). Consequently, Ultimate Conditions (Phase 1 and 2), this system potentially impacts the overall City-wide flooding more than any other system. This is due to bifurcation of flows along Pico Street that migrate north-west and comingle with the Van Buren watershed runoff. Mitigating the Pico Street system will also benefit the Van Buren storm drain system.

Previous study analyses also showed the Van Buren storm drain system deficiencies produced the second most extents of flooding within the City. Even though mitigation measure to the Pico system (Phase 1 and 2) would reduce tributary peak flow, this system is still deficient. Consequently, it is recommended that this system be improved second.

The Grand Terrace Avenue road crossing produces flooding within the roadway itself, without much impact to adjacent properties. The proposed improvements at this location do not depend on other improvements for ultimate functionality. It is recommended that a more detailed study be performed during the design process of this facility to ensure no adverse impacts propagate downstream when improved, even though results from this Master Plan level study showed low flood risk potential.

Recommended order of construction depends on the priority of the ranking and the potential to implement as part of an existing project. Currently the Gateway project is conditioned to build Phase 1 improvements for both the Pico and Van Buren storm drain systems. Constructing the extensions of both these facilities (Phase 2) would produce the most benefit for the cost.

Table 5-3. Prioritized Phasing of Proposed Improvements

System Name	Order Of Construction	Priority Ranking
Pico Storm Drain Improvements (Phase 1)	1	Highest
Van Buren Storm Drain Improvements (Phase 1)	2	Very High
Pico Storm Drain Improvements (Phase 2)	3	High
Van Buren Storm Drain Improvements (Phase 2)	4	High
Grand Terrace Road Crossing	5	Moderate

Order of construction for the first four (4) projects is crucial to proper flood control operation without adversely impacting downstream facilities. The Phase 1 projects are in the process of final design and are assumed to be constructed soon. Order of construction of projects after this are presented in Table 5-3.

Exhibits

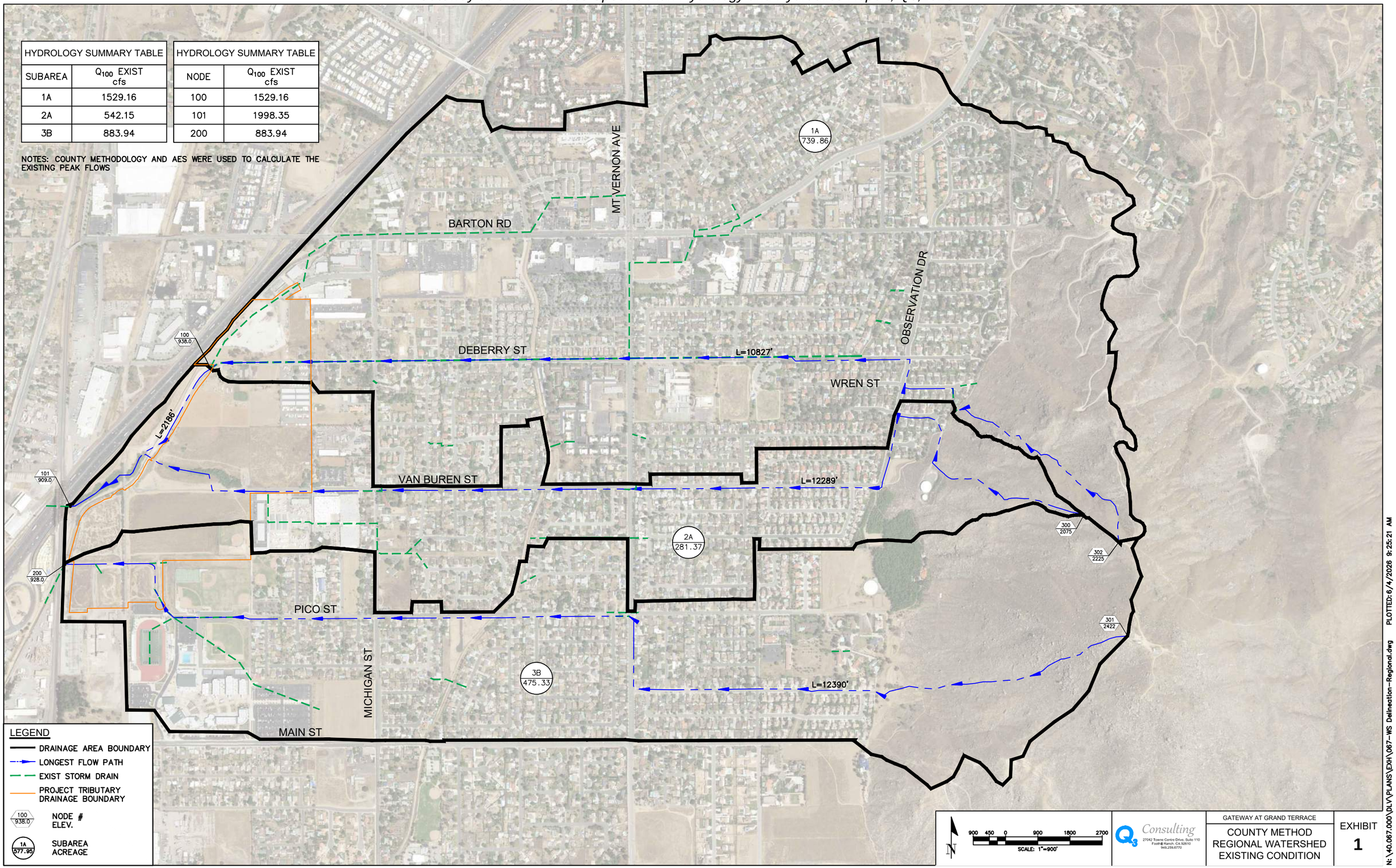
Exhibit 1 - Existing Conditions SBCFCD Method Hydrology Map (Q3, 2023) Report

Exhibit 2 - Ultimate Conditions SBCFCD Method Hydrology Map (Q3, 2023) Report

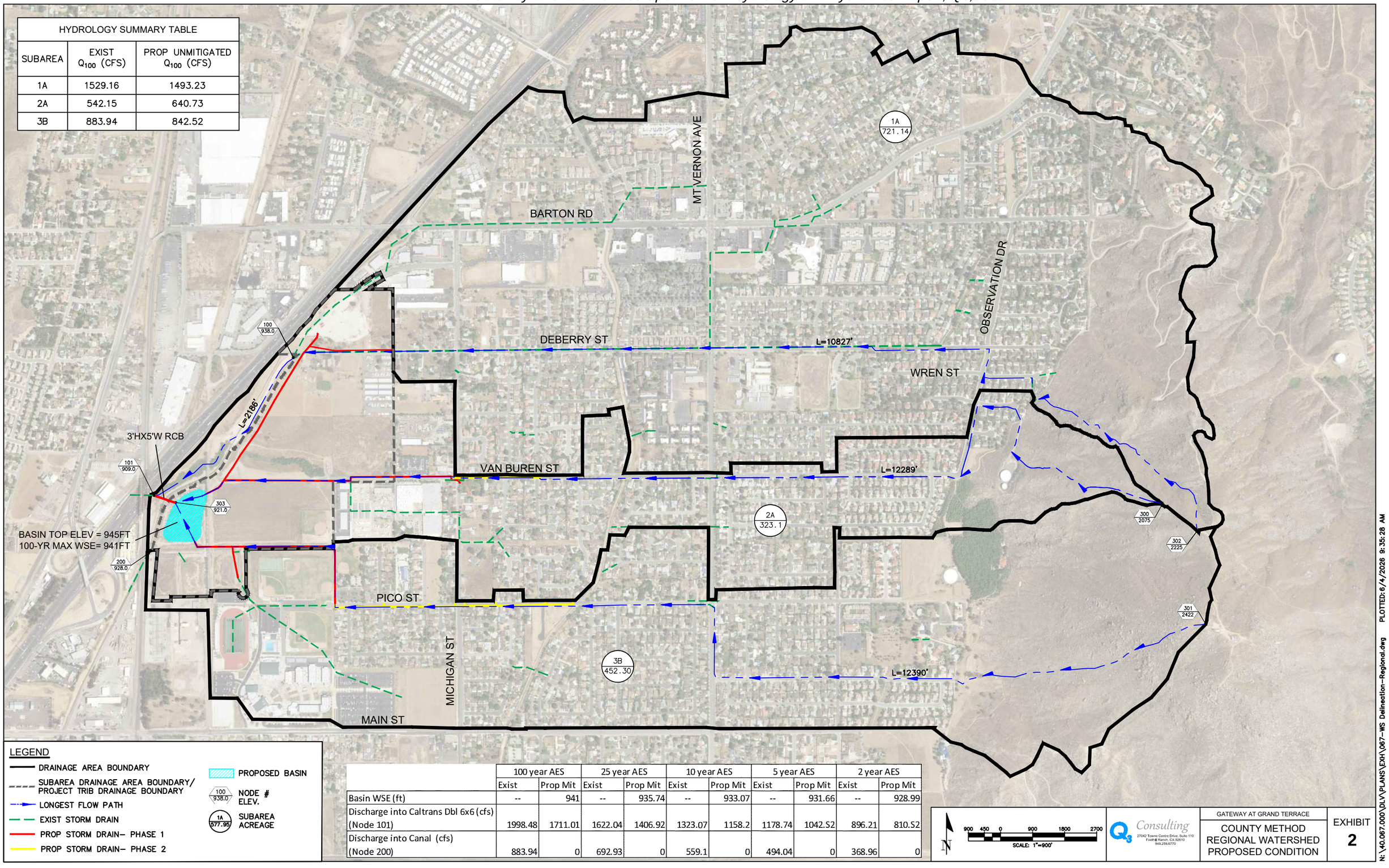
HYDROLOGY SUMMARY TABLE	
SUBAREA	Q_{100} EXIST cfs
1A	1529.16
2A	542.15
3B	883.94

HYDROLOGY SUMMARY TABLE	
NODE	Q_{100} EXIST cfs
100	1529.16
101	1998.35
200	883.94

NOTES: COUNTY METHODOLOGY AND AES WERE USED TO CALCULATE THE EXISTING PEAK FLOWS



HYDROLOGY SUMMARY TABLE		
SUBAREA	EXIST Q_{100} (CFS)	PROP UNMITIGATED Q_{100} (CFS)
1A	1529.16	1493.23
2A	542.15	640.73
3B	883.94	842.52



LEGEND

- DRAINAGE AREA BOUNDARY
- SUBAREA DRAINAGE AREA BOUNDARY/ PROJECT TRIB DRAINAGE BOUNDARY
- LONGEST FLOW PATH
- EXIST STORM DRAIN
- PROP STORM DRAIN– PHASE 1
- PROP STORM DRAIN– PHASE 2
- PROPOSED BASIN
- 100 / 938.0 NODE # ELEV.
- 1A / 577.95 SUBAREA ACREAGE

	100 year AES		25 year AES		10 year AES		5 year AES		2 year AES	
	Exist	Prop Mit	Exist	Prop Mit	Exist	Prop Mit	Exist	Prop Mit	Exist	Prop Mit
Basin WSE (ft)	--	941	--	935.74	--	933.07	--	931.66	--	928.99
Discharge into Caltrans Dbl 6x6 (cfs) (Node 101)	1998.48	1711.01	1622.04	1406.92	1323.07	1158.2	1178.74	1042.S2	896.21	810.S2
Discharge into Canal (cfs) (Node 200)	883.94	0	692.93	0	559.1	0	494.04	0	368.96	0

N

900 450 0 900 1500 2700
SCALE: 1"=900'

Q3 Consulting
27042 Towne Centre Drive, Suite 110
Foothill Ranch, CA 92610
949.259.9770

GATEWAY AT GRAND TERRACE

COUNTY METHOD
REGIONAL WATERSHED
PROPOSED CONDITION

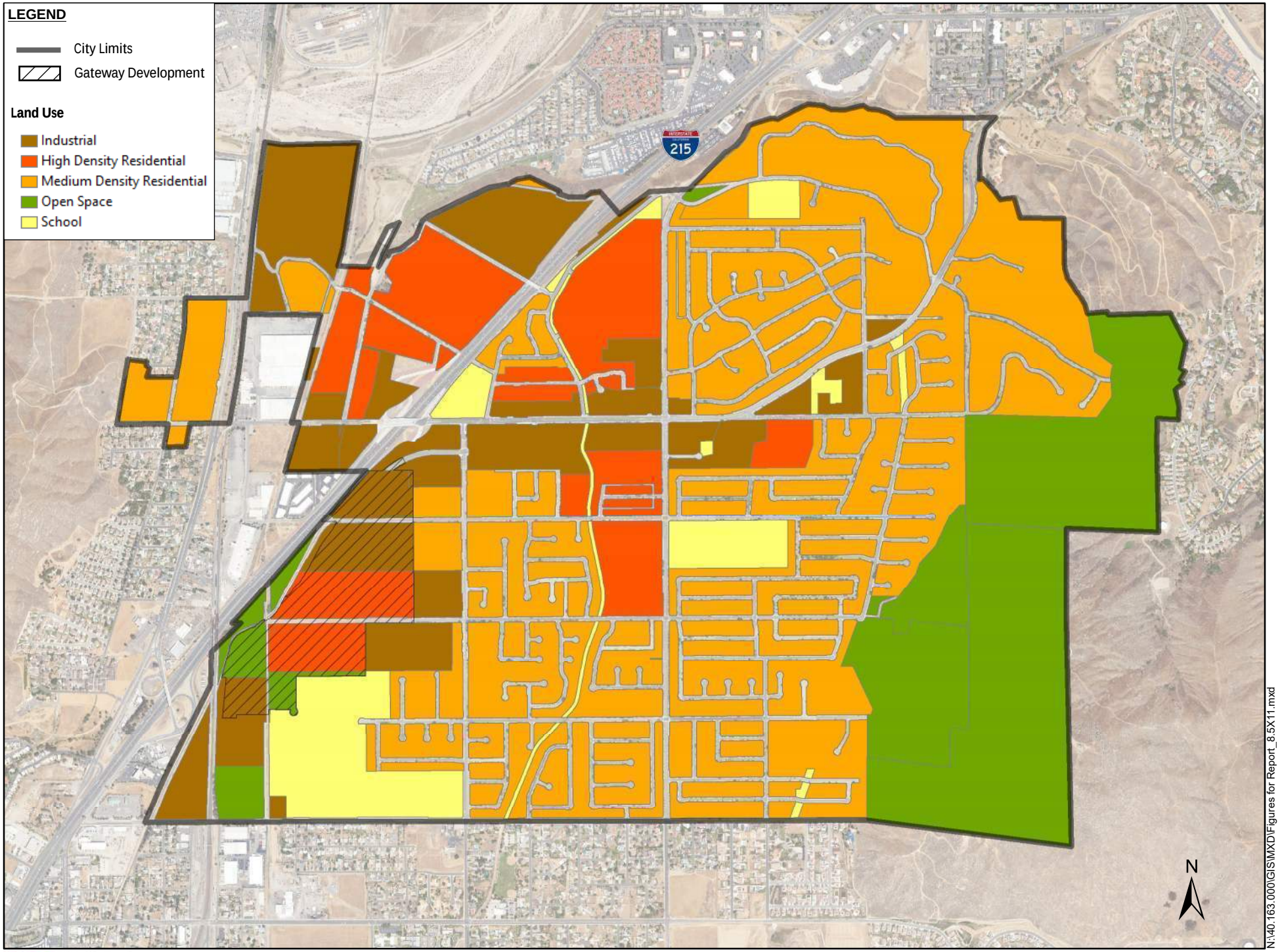
EXHIBIT
2

PLOTTED: 6/4/2026 9:35:28 AM

N:\40.067.000\DLV\PLANS\EXH\067-WS Delineation-Regional.dwg

Appendix A
Hydrology

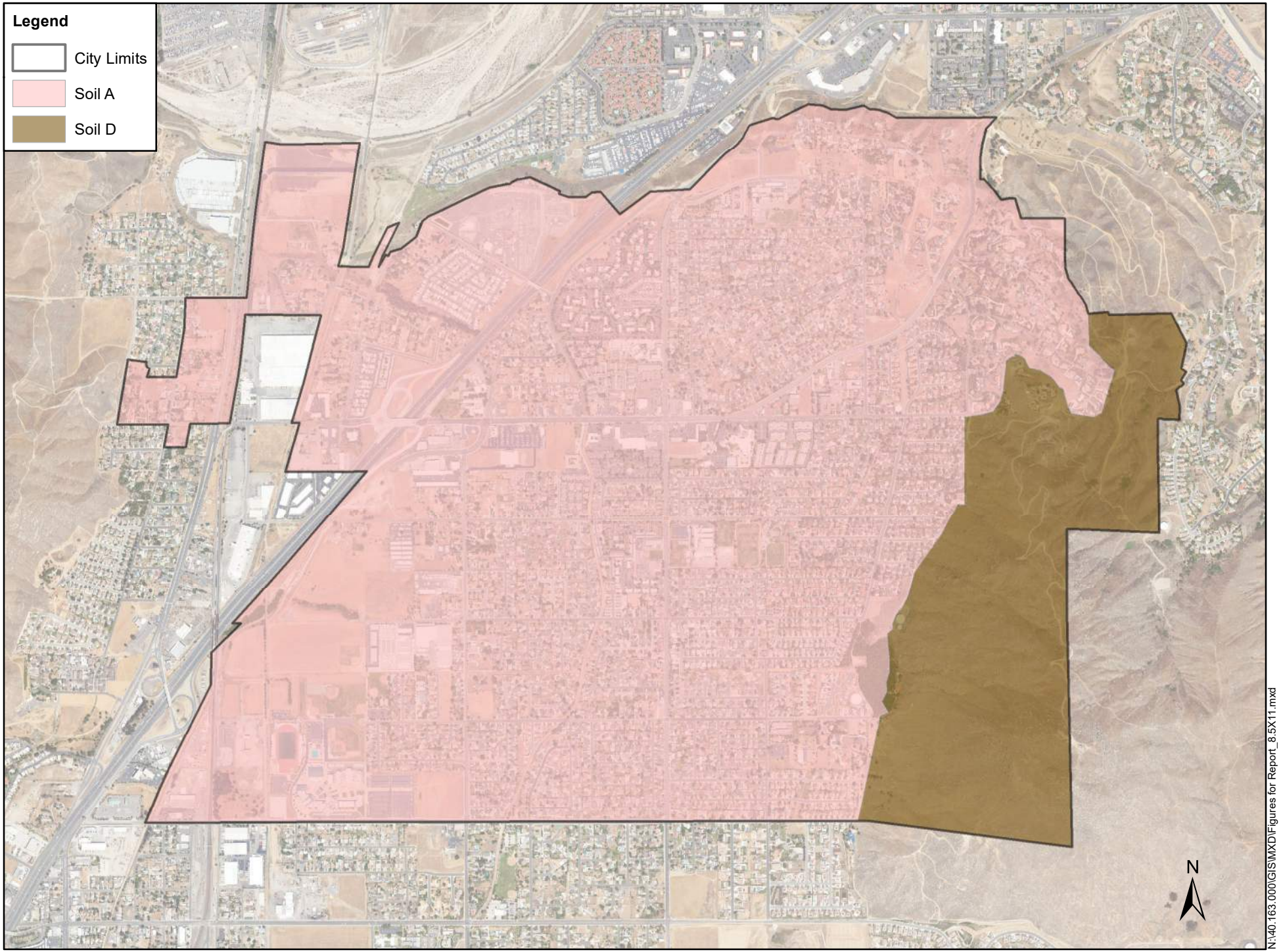
Appendix A.1
Land Use Map



Consulting

LAND USE MAP - PROPOSED CONDITION

Appendix A.2
Soils Map



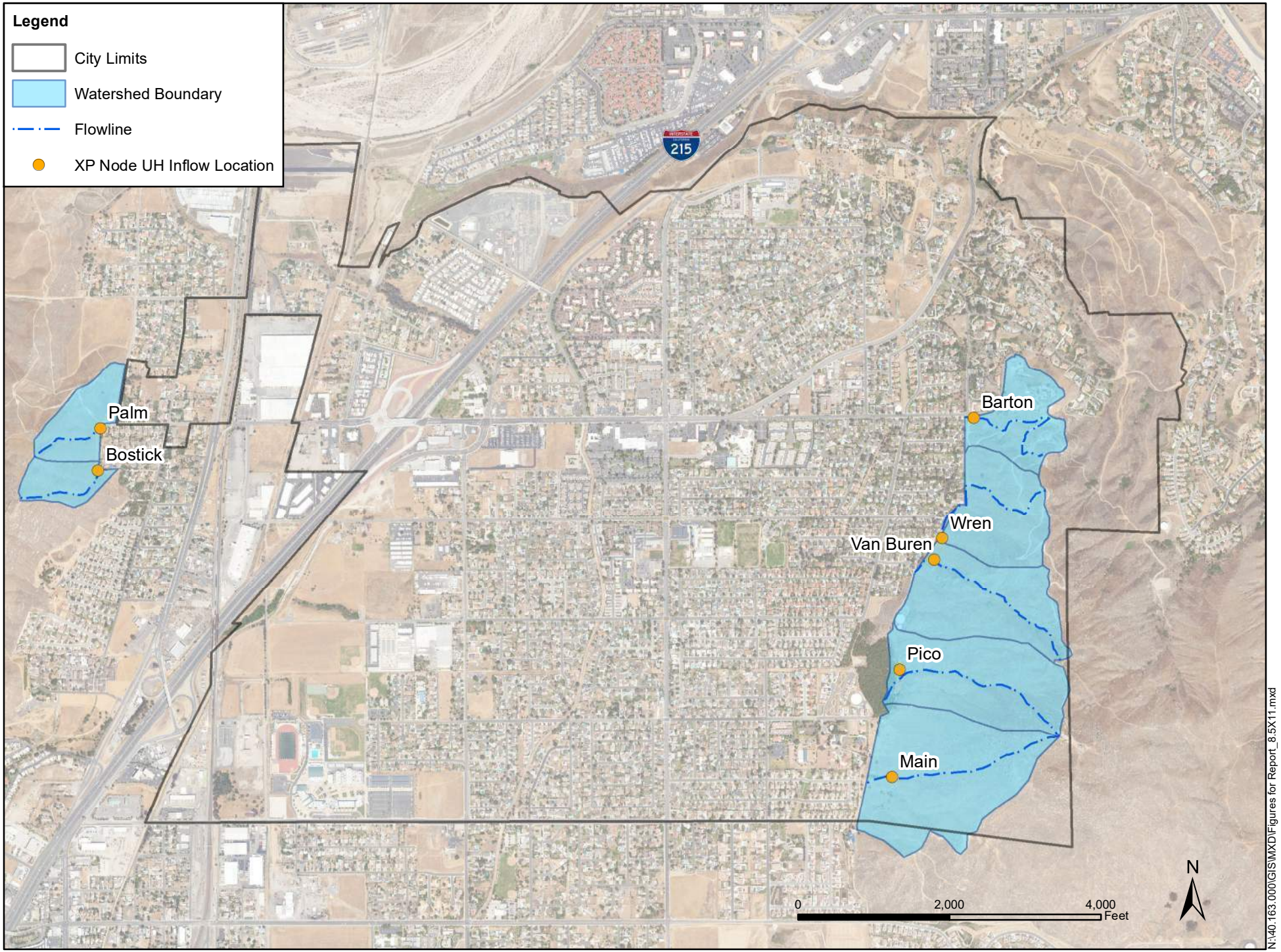
Consulting

SOIL MAP

Appendix A.3

Offsite Hydrology – AES Single Area UH Results

**Areas calculated using AES (Hydrographs) and Imported into XPSTROM Models.*



UNIT HYDROGRAPH WATERSHEDS AND NODE LOCATIONS

Appendix A.3

Offsite Hydrology – AES Single Area UH Results

```
**************************************************************************

            F L O O D    R O U T I N G    A N A L Y S I S
          USING COUNTY HYDROLOGY MANUAL OF SAN BERNARDINO(1986)
         (c) Copyright 1989-2015 Advanced Engineering Software (aes)
             Ver. 22.0  Release Date: 07/01/2015  License ID 1673

                          Analysis prepared by:




 ************************ DESCRIPTION OF STUDY ************************
* MAIN 100 YEAR                                                       *
* ZSNYDER 3/20/2019                                                   *
*                                                                     *
 *********************************************************************

  FILE NAME: MAIN.DAT
  TIME/DATE OF STUDY: 14:47 03/20/2019


**************************************************************************
  FLOW PROCESS FROM NODE    100.00 TO NODE    101.00 IS CODE =   1
--------------------------------------------------------------------------
  >>>>>SUBAREA RUNOFF (UNIT-HYDROGRAPH ANALYSIS)<<<<<
==========================================================================

      (UNIT-HYDROGRAPH ADDED TO STREAM #1)

         WATERCOURSE LENGTH =    2692.000 FEET
         LENGTH FROM CONCENTRATION POINT TO CENTROID =    1026.000 FEET
         ELEVATION VARIATION ALONG WATERCOURSE =    1217.000 FEET
         BASIN FACTOR = 0.050
         WATERSHED AREA =      76.300 ACRES
         BASEFLOW =   0.000 CFS/SQUARE-MILE
         WATERCOURSE "LAG" TIME =    0.114 HOURS
          CAUTION: LAG TIME IS LESS THAN 0.50 HOURS.
          THE 5-MINUTE PERIOD UH MODEL (USED IN THIS COMPUTER PROGRAM)
          MAY BE TOO LARGE FOR PEAK FLOW ESTIMATES.
         FOOTHILL S-GRAPH SELECTED
         MAXIMUM WATERSHED LOSS RATE(INCH/HOUR) =  0.010
         LOW LOSS FRACTION = 0.010
         *HYDROGRAPH MODEL #1 SPECIFIED*

         SPECIFIED PEAK  5-MINUTES RAINFALL(INCH)=  0.29
         SPECIFIED PEAK 30-MINUTES RAINFALL(INCH)=  0.76
```

SPECIFIED PEAK 1-HOUR RAINFALL(INCH) = 1.12
SPECIFIED PEAK 3-HOUR RAINFALL(INCH) = 1.89
SPECIFIED PEAK 6-HOUR RAINFALL(INCH) = 2.61
SPECIFIED PEAK 24-HOUR RAINFALL(INCH) = 4.65

PRECIPITATION DEPTH-AREA REDUCTION FACTORS:
  5-MINUTE FACTOR = 0.997
 30-MINUTE FACTOR = 0.997
  1-HOUR FACTOR = 0.997
  3-HOUR FACTOR = 0.999
  6-HOUR FACTOR = 1.000
 24-HOUR FACTOR = 1.000

UNIT HYDROGRAPH TIME UNIT =   5.000 MINUTES
UNIT INTERVAL PERCENTAGE OF LAG-TIME = 73.277

UNIT HYDROGRAPH DETERMINATION

INTERVAL NUMBER	"S" GRAPH MEAN VALUES	UNIT HYDROGRAPH ORDINATES(CFS)
1	7.740	71.422
2	51.456	403.393
3	78.802	252.330
4	89.300	96.876
5	94.919	51.850
6	97.612	24.850
7	98.343	6.743
8	98.722	3.496
9	99.101	3.498
10	99.480	3.496
11	99.859	3.496
12	100.000	1.303

UNIT PERIOD (NUMBER)	UNIT RAINFALL (INCHES)	UNIT SOIL-LOSS (INCHES)	EFFECTIVE RAINFALL (INCHES)
1	0.0067	0.0001	0.0067
2	0.0067	0.0001	0.0067
3	0.0068	0.0001	0.0067
4	0.0068	0.0001	0.0067
5	0.0068	0.0001	0.0067
6	0.0068	0.0001	0.0068
7	0.0069	0.0001	0.0068
8	0.0069	0.0001	0.0068
9	0.0069	0.0001	0.0068
10	0.0069	0.0001	0.0068
11	0.0069	0.0001	0.0069
12	0.0070	0.0001	0.0069
13	0.0070	0.0001	0.0069
14	0.0070	0.0001	0.0069
15	0.0070	0.0001	0.0070
16	0.0071	0.0001	0.0070
17	0.0071	0.0001	0.0070
18	0.0071	0.0001	0.0070
19	0.0071	0.0001	0.0071
20	0.0071	0.0001	0.0071
21	0.0072	0.0001	0.0071
22	0.0072	0.0001	0.0071
23	0.0072	0.0001	0.0072
24	0.0072	0.0001	0.0072
25	0.0073	0.0001	0.0072
26	0.0073	0.0001	0.0072
27	0.0073	0.0001	0.0073
28	0.0073	0.0001	0.0073
29	0.0074	0.0001	0.0073
30	0.0074	0.0001	0.0073
31	0.0074	0.0001	0.0074
32	0.0075	0.0001	0.0074
33	0.0075	0.0001	0.0074
34	0.0075	0.0001	0.0074
35	0.0075	0.0001	0.0075
36	0.0076	0.0001	0.0075
37	0.0076	0.0001	0.0075
38	0.0076	0.0001	0.0075
39	0.0077	0.0001	0.0076
40	0.0077	0.0001	0.0076
41	0.0077	0.0001	0.0076
42	0.0077	0.0001	0.0077
43	0.0078	0.0001	0.0077
44	0.0078	0.0001	0.0077
45	0.0078	0.0001	0.0078

46	0.0079	0.0001	0.0078
47	0.0079	0.0001	0.0078
48	0.0079	0.0001	0.0078
49	0.0080	0.0001	0.0079
50	0.0080	0.0001	0.0079
51	0.0080	0.0001	0.0080
52	0.0081	0.0001	0.0080
53	0.0081	0.0001	0.0080
54	0.0081	0.0001	0.0080
55	0.0082	0.0001	0.0081
56	0.0082	0.0001	0.0081
57	0.0082	0.0001	0.0082
58	0.0083	0.0001	0.0082
59	0.0083	0.0001	0.0082
60	0.0083	0.0001	0.0082
61	0.0084	0.0001	0.0083
62	0.0084	0.0001	0.0083
63	0.0085	0.0001	0.0084
64	0.0085	0.0001	0.0084
65	0.0085	0.0001	0.0084
66	0.0086	0.0001	0.0085
67	0.0086	0.0001	0.0085
68	0.0086	0.0001	0.0086
69	0.0087	0.0001	0.0086
70	0.0087	0.0001	0.0086
71	0.0088	0.0001	0.0087
72	0.0088	0.0001	0.0087
73	0.0089	0.0001	0.0088
74	0.0089	0.0001	0.0088
75	0.0089	0.0001	0.0089
76	0.0090	0.0001	0.0089
77	0.0090	0.0001	0.0089
78	0.0091	0.0001	0.0090
79	0.0091	0.0001	0.0090
80	0.0092	0.0001	0.0091
81	0.0092	0.0001	0.0091
82	0.0093	0.0001	0.0092
83	0.0093	0.0001	0.0092
84	0.0094	0.0001	0.0093
85	0.0094	0.0001	0.0093
86	0.0095	0.0001	0.0094
87	0.0095	0.0001	0.0094
88	0.0096	0.0001	0.0095
89	0.0096	0.0001	0.0095
90	0.0097	0.0001	0.0096
91	0.0097	0.0001	0.0096
92	0.0098	0.0001	0.0097
93	0.0099	0.0001	0.0098
94	0.0099	0.0001	0.0098
95	0.0100	0.0001	0.0099

96	0.0100	0.0001	0.0099
97	0.0101	0.0001	0.0100
98	0.0101	0.0001	0.0100
99	0.0102	0.0001	0.0101
100	0.0103	0.0001	0.0102
101	0.0104	0.0001	0.0103
102	0.0104	0.0001	0.0103
103	0.0105	0.0001	0.0104
104	0.0105	0.0001	0.0104
105	0.0106	0.0001	0.0105
106	0.0107	0.0001	0.0106
107	0.0108	0.0001	0.0107
108	0.0108	0.0001	0.0107
109	0.0109	0.0001	0.0108
110	0.0110	0.0001	0.0109
111	0.0111	0.0001	0.0110
112	0.0111	0.0001	0.0110
113	0.0112	0.0001	0.0111
114	0.0113	0.0001	0.0112
115	0.0114	0.0001	0.0113
116	0.0115	0.0001	0.0113
117	0.0116	0.0001	0.0115
118	0.0116	0.0001	0.0115
119	0.0118	0.0001	0.0116
120	0.0118	0.0001	0.0117
121	0.0120	0.0001	0.0118
122	0.0120	0.0001	0.0119
123	0.0122	0.0001	0.0120
124	0.0122	0.0001	0.0121
125	0.0124	0.0001	0.0122
126	0.0124	0.0001	0.0123
127	0.0126	0.0001	0.0125
128	0.0127	0.0001	0.0125
129	0.0128	0.0001	0.0127
130	0.0129	0.0001	0.0128
131	0.0130	0.0001	0.0129
132	0.0131	0.0001	0.0130
133	0.0133	0.0001	0.0132
134	0.0134	0.0001	0.0133
135	0.0136	0.0001	0.0134
136	0.0137	0.0001	0.0135
137	0.0138	0.0001	0.0137
138	0.0139	0.0001	0.0138
139	0.0141	0.0001	0.0140
140	0.0143	0.0001	0.0141
141	0.0145	0.0001	0.0143
142	0.0146	0.0001	0.0144
143	0.0148	0.0001	0.0147
144	0.0149	0.0001	0.0148
145	0.0170	0.0002	0.0168

146	0.0171	0.0002	0.0169
147	0.0173	0.0002	0.0172
148	0.0175	0.0002	0.0173
149	0.0178	0.0002	0.0176
150	0.0179	0.0002	0.0177
151	0.0182	0.0002	0.0180
152	0.0184	0.0002	0.0182
153	0.0187	0.0002	0.0185
154	0.0189	0.0002	0.0187
155	0.0192	0.0002	0.0190
156	0.0194	0.0002	0.0192
157	0.0198	0.0002	0.0196
158	0.0200	0.0002	0.0198
159	0.0204	0.0002	0.0202
160	0.0206	0.0002	0.0204
161	0.0211	0.0002	0.0209
162	0.0213	0.0002	0.0211
163	0.0218	0.0002	0.0216
164	0.0221	0.0002	0.0219
165	0.0227	0.0002	0.0224
166	0.0230	0.0002	0.0227
167	0.0236	0.0002	0.0234
168	0.0239	0.0002	0.0237
169	0.0253	0.0003	0.0251
170	0.0257	0.0003	0.0254
171	0.0265	0.0003	0.0262
172	0.0269	0.0003	0.0267
173	0.0279	0.0003	0.0276
174	0.0284	0.0003	0.0281
175	0.0295	0.0003	0.0292
176	0.0301	0.0003	0.0298
177	0.0314	0.0003	0.0311
178	0.0321	0.0003	0.0318
179	0.0337	0.0003	0.0334
180	0.0346	0.0003	0.0342
181	0.0366	0.0004	0.0362
182	0.0377	0.0004	0.0374
183	0.0404	0.0004	0.0400
184	0.0419	0.0004	0.0415
185	0.0521	0.0005	0.0516
186	0.0544	0.0005	0.0538
187	0.0597	0.0006	0.0591
188	0.0633	0.0006	0.0627
189	0.0714	0.0007	0.0707
190	0.0784	0.0008	0.0776
191	0.1030	0.0008	0.1022
192	0.1316	0.0008	0.1308
193	0.2900	0.0008	0.2892
194	0.0880	0.0008	0.0872
195	0.0674	0.0007	0.0668

196	0.0568	0.0006	0.0563
197	0.0436	0.0004	0.0432
198	0.0390	0.0004	0.0386
199	0.0356	0.0004	0.0352
200	0.0329	0.0003	0.0325
201	0.0307	0.0003	0.0304
202	0.0289	0.0003	0.0286
203	0.0274	0.0003	0.0271
204	0.0261	0.0003	0.0258
205	0.0243	0.0002	0.0240
206	0.0233	0.0002	0.0230
207	0.0224	0.0002	0.0222
208	0.0216	0.0002	0.0214
209	0.0209	0.0002	0.0206
210	0.0202	0.0002	0.0200
211	0.0196	0.0002	0.0194
212	0.0190	0.0002	0.0189
213	0.0185	0.0002	0.0183
214	0.0181	0.0002	0.0179
215	0.0176	0.0002	0.0174
216	0.0172	0.0002	0.0170
217	0.0150	0.0002	0.0149
218	0.0147	0.0001	0.0145
219	0.0144	0.0001	0.0142
220	0.0140	0.0001	0.0139
221	0.0138	0.0001	0.0136
222	0.0135	0.0001	0.0133
223	0.0132	0.0001	0.0131
224	0.0130	0.0001	0.0128
225	0.0127	0.0001	0.0126
226	0.0125	0.0001	0.0124
227	0.0123	0.0001	0.0122
228	0.0121	0.0001	0.0120
229	0.0119	0.0001	0.0118
230	0.0117	0.0001	0.0116
231	0.0115	0.0001	0.0114
232	0.0113	0.0001	0.0112
233	0.0112	0.0001	0.0111
234	0.0110	0.0001	0.0109
235	0.0109	0.0001	0.0108
236	0.0107	0.0001	0.0106
237	0.0106	0.0001	0.0105
238	0.0104	0.0001	0.0103
239	0.0103	0.0001	0.0102
240	0.0102	0.0001	0.0101
241	0.0101	0.0001	0.0100
242	0.0099	0.0001	0.0098
243	0.0098	0.0001	0.0097
244	0.0097	0.0001	0.0096
245	0.0096	0.0001	0.0095

246	0.0095	0.0001	0.0094
247	0.0094	0.0001	0.0093
248	0.0093	0.0001	0.0092
249	0.0092	0.0001	0.0091
250	0.0091	0.0001	0.0090
251	0.0090	0.0001	0.0089
252	0.0089	0.0001	0.0088
253	0.0088	0.0001	0.0087
254	0.0087	0.0001	0.0087
255	0.0087	0.0001	0.0086
256	0.0086	0.0001	0.0085
257	0.0085	0.0001	0.0084
258	0.0084	0.0001	0.0083
259	0.0084	0.0001	0.0083
260	0.0083	0.0001	0.0082
261	0.0082	0.0001	0.0081
262	0.0081	0.0001	0.0081
263	0.0081	0.0001	0.0080
264	0.0080	0.0001	0.0079
265	0.0079	0.0001	0.0079
266	0.0079	0.0001	0.0078
267	0.0078	0.0001	0.0077
268	0.0078	0.0001	0.0077
269	0.0077	0.0001	0.0076
270	0.0076	0.0001	0.0076
271	0.0076	0.0001	0.0075
272	0.0075	0.0001	0.0075
273	0.0075	0.0001	0.0074
274	0.0074	0.0001	0.0073
275	0.0074	0.0001	0.0073
276	0.0073	0.0001	0.0072
277	0.0073	0.0001	0.0072
278	0.0072	0.0001	0.0071
279	0.0072	0.0001	0.0071
280	0.0071	0.0001	0.0070
281	0.0071	0.0001	0.0070
282	0.0070	0.0001	0.0070
283	0.0070	0.0001	0.0069
284	0.0069	0.0001	0.0069
285	0.0069	0.0001	0.0068
286	0.0068	0.0001	0.0068
287	0.0068	0.0001	0.0067
288	0.0068	0.0001	0.0067

TOTAL STORM RAINFALL(INCHES) = 4.65
TOTAL SOIL-LOSS(INCHES) = 0.04
TOTAL EFFECTIVE RAINFALL(INCHES) = 4.61

TOTAL SOIL-LOSS VOLUME(ACRE-FEET) = 0.2779

```
    TOTAL STORM RUNOFF VOLUME(ACRE-FEET) =      29.2687
--------------------------------------------------------------------------------
```

2 4 - H O U R S T O R M
R U N O F F H Y D R O G R A P H

HYDROGRAPH IN FIVE-MINUTE UNIT INTERVALS(CFS)
(Note: Time indicated is at END of Each Unit Intervals)

TIME(HRS)	VOLUME(AF)	Q(CFS)	0.	50.0	100.0	150.0	200.0
0.083	0.0033	0.48	Q	.	.	.	.
0.167	0.0251	3.17	Q	.	.	.	.
0.250	0.0585	4.86	Q	.	.	.	.
0.333	0.0965	5.52	VQ	.	.	.	.
0.417	0.1370	5.88	VQ	.	.	.	.
0.500	0.1788	6.06	VQ	.	.	.	.
0.583	0.2209	6.13	VQ	.	.	.	.
0.667	0.2634	6.17	VQ	.	.	.	.
0.750	0.3062	6.21	VQ	.	.	.	.
0.833	0.3493	6.25	VQ	.	.	.	.
0.917	0.3926	6.30	VQ	.	.	.	.
1.000	0.4362	6.33	VQ	.	.	.	.
1.083	0.4799	6.35	VQ	.	.	.	.
1.167	0.5238	6.37	VQ	.	.	.	.
1.250	0.5677	6.39	VQ	.	.	.	.
1.333	0.6119	6.41	VQ	.	.	.	.
1.417	0.6562	6.43	VQ	.	.	.	.
1.500	0.7006	6.45	VQ	.	.	.	.
1.583	0.7452	6.47	.Q	.	.	.	.
1.667	0.7899	6.49	.Q	.	.	.	.
1.750	0.8347	6.51	.Q	.	.	.	.
1.833	0.8798	6.54	.Q	.	.	.	.
1.917	0.9249	6.56	.Q	.	.	.	.
2.000	0.9703	6.58	.Q	.	.	.	.
2.083	1.0157	6.60	.Q	.	.	.	.
2.167	1.0614	6.63	.Q	.	.	.	.
2.250	1.1072	6.65	.Q	.	.	.	.
2.333	1.1532	6.67	.Q	.	.	.	.
2.417	1.1993	6.70	.Q	.	.	.	.
2.500	1.2456	6.72	.Q	.	.	.	.
2.583	1.2920	6.74	.Q	.	.	.	.
2.667	1.3386	6.77	.Q	.	.	.	.
2.750	1.3854	6.79	.Q	.	.	.	.
2.833	1.4324	6.82	.Q	.	.	.	.
2.917	1.4795	6.84	.QV	.	.	.	.
3.000	1.5268	6.87	.QV	.	.	.	.
3.083	1.5743	6.89	.QV	.	.	.	.
3.167	1.6219	6.92	.QV	.	.	.	.
3.250	1.6697	6.94	.QV	.	.	.	.

3.333	1.7177	6.97	.QV	.	.	.	.
3.417	1.7659	7.00	.QV	.	.	.	.
3.500	1.8143	7.02	.QV	.	.	.	.
3.583	1.8629	7.05	.QV	.	.	.	.
3.667	1.9116	7.08	.QV	.	.	.	.
3.750	1.9605	7.10	.QV	.	.	.	.
3.833	2.0097	7.13	.QV	.	.	.	.
3.917	2.0590	7.16	.QV	.	.	.	.
4.000	2.1085	7.19	.QV	.	.	.	.
4.083	2.1582	7.22	.QV	.	.	.	.
4.167	2.2082	7.25	.Q V	.	.	.	.
4.250	2.2583	7.28	.Q V	.	.	.	.
4.333	2.3086	7.31	.Q V	.	.	.	.
4.417	2.3591	7.34	.Q V	.	.	.	.
4.500	2.4099	7.37	.Q V	.	.	.	.
4.583	2.4608	7.40	.Q V	.	.	.	.
4.667	2.5120	7.43	.Q V	.	.	.	.
4.750	2.5634	7.46	.Q V	.	.	.	.
4.833	2.6150	7.49	.Q V	.	.	.	.
4.917	2.6668	7.52	.Q V	.	.	.	.
5.000	2.7188	7.56	.Q V	.	.	.	.
5.083	2.7711	7.59	.Q V	.	.	.	.
5.167	2.8236	7.62	.Q V	.	.	.	.
5.250	2.8763	7.66	.Q V	.	.	.	.
5.333	2.9293	7.69	.Q V	.	.	.	.
5.417	2.9825	7.72	.Q V	.	.	.	.
5.500	3.0360	7.76	.Q V	.	.	.	.
5.583	3.0897	7.80	.Q V	.	.	.	.
5.667	3.1436	7.83	.Q V	.	.	.	.
5.750	3.1978	7.87	.Q V	.	.	.	.
5.833	3.2522	7.91	.Q V	.	.	.	.
5.917	3.3069	7.94	.Q V	.	.	.	.
6.000	3.3619	7.98	.Q V	.	.	.	.
6.083	3.4171	8.02	.Q V	.	.	.	.
6.167	3.4726	8.06	.Q V	.	.	.	.
6.250	3.5284	8.10	.Q V	.	.	.	.
6.333	3.5844	8.14	.Q V	.	.	.	.
6.417	3.6407	8.18	.Q V	.	.	.	.
6.500	3.6973	8.22	.Q V	.	.	.	.
6.583	3.7542	8.26	.Q V	.	.	.	.
6.667	3.8113	8.30	.Q V	.	.	.	.
6.750	3.8688	8.34	.Q V	.	.	.	.
6.833	3.9266	8.39	.Q V	.	.	.	.
6.917	3.9846	8.43	.Q V	.	.	.	.
7.000	4.0430	8.48	.Q V	.	.	.	.
7.083	4.1016	8.52	.Q V	.	.	.	.
7.167	4.1606	8.57	.Q V	.	.	.	.
7.250	4.2199	8.61	.Q V	.	.	.	.
7.333	4.2796	8.66	.Q V	.	.	.	.
7.417	4.3395	8.70	.Q V	.	.	.	.

```
 7.500      4.3998      8.76  .Q    V   .         .         .         .
 7.583      4.4604      8.80  .Q    V   .         .         .         .
 7.667      4.5214      8.85  .Q    V   .         .         .         .
 7.750      4.5827      8.90  .Q    V   .         .         .         .
 7.833      4.6444      8.96  .Q    V   .         .         .         .
 7.917      4.7064      9.01  .Q    V   .         .         .         .
 8.000      4.7688      9.06  .Q    V   .         .         .         .
 8.083      4.8316      9.11  .Q    V   .         .         .         .
 8.167      4.8948      9.17  .Q    V   .         .         .         .
 8.250      4.9583      9.22  .Q    V   .         .         .         .
 8.333      5.0222      9.28  .Q    V   .         .         .         .
 8.417      5.0866      9.34  .Q    V   .         .         .         .
 8.500      5.1513      9.40  .Q     V  .         .         .         .
 8.583      5.2164      9.46  .Q     V  .         .         .         .
 8.667      5.2820      9.52  .Q     V  .         .         .         .
 8.750      5.3480      9.58  .Q     V  .         .         .         .
 8.833      5.4144      9.65  .Q     V  .         .         .         .
 8.917      5.4812      9.71  .Q     V  .         .         .         .
 9.000      5.5486      9.77  .Q     V  .         .         .         .
 9.083      5.6163      9.84  .Q     V  .         .         .         .
 9.167      5.6846      9.91  .Q     V  .         .         .         .
 9.250      5.7533      9.97  .Q     V  .         .         .         .
 9.333      5.8225     10.05  . Q    V  .         .         .         .
 9.417      5.8921     10.12  . Q     V .         .         .         .
 9.500      5.9623     10.19  . Q     V .         .         .         .
 9.583      6.0330     10.26  . Q     V .         .         .         .
 9.667      6.1042     10.34  . Q     V .         .         .         .
 9.750      6.1760     10.42  . Q     V .         .         .         .
 9.833      6.2483     10.50  . Q     V .         .         .         .
 9.917      6.3211     10.58  . Q     V .         .         .         .
10.000      6.3946     10.66  . Q     V .         .         .         .
10.083      6.4686     10.74  . Q     V .         .         .         .
10.167      6.5432     10.83  . Q     V .         .         .         .
10.250      6.6184     10.92  . Q      V.         .         .         .
10.333      6.6942     11.01  . Q      V.         .         .         .
10.417      6.7706     11.10  . Q      V.         .         .         .
10.500      6.8478     11.20  . Q      V.         .         .         .
10.583      6.9255     11.29  . Q      V.         .         .         .
10.667      7.0040     11.39  . Q      V.         .         .         .
10.750      7.0831     11.49  . Q      V.         .         .         .
10.833      7.1630     11.60  . Q      V.         .         .         .
10.917      7.2435     11.70  . Q      V.         .         .         .
11.000      7.3249     11.81  . Q       V         .         .         .
11.083      7.4070     11.92  . Q       V         .         .         .
11.167      7.4899     12.04  . Q       V         .         .         .
11.250      7.5735     12.15  . Q       V         .         .         .
11.333      7.6581     12.28  . Q       V         .         .         .
11.417      7.7434     12.39  . Q       V         .         .         .
11.500      7.8297     12.53  . Q       V         .         .         .
11.583      7.9168     12.65  . Q       V         .         .         .
```

```
11.667      8.0049     12.79  . Q       V         .         .         .
11.750      8.0939     12.92  . Q       .V        .         .         .
11.833      8.1840     13.07  . Q       .V        .         .         .
11.917      8.2750     13.21  . Q       .V        .         .         .
12.000      8.3671     13.37  . Q       .V        .         .         .
12.083      8.4611     13.65  . Q       .V        .         .         .
12.167      8.5612     14.53  . Q       .V        .         .         .
12.250      8.6654     15.14  .  Q      .V        .         .         .
12.333      8.7722     15.50  .  Q      .V        .         .         .
12.417      8.8807     15.76  .  Q      . V       .         .         .
12.500      8.9909     16.00  .  Q      . V       .         .         .
12.583      9.1025     16.20  .  Q      . V       .         .         .
12.667      9.2156     16.42  .  Q      . V       .         .         .
12.750      9.3301     16.62  .  Q      . V       .         .         .
12.833      9.4462     16.86  .  Q      . V       .         .         .
12.917      9.5639     17.08  .  Q      .  V      .         .         .
13.000      9.6832     17.33  .  Q      .  V      .         .         .
13.083      9.8042     17.56  .  Q      .  V      .         .         .
13.167      9.9270     17.83  .  Q      .  V      .         .         .
13.250     10.0515     18.08  .  Q      .  V      .         .         .
13.333     10.1780     18.37  .  Q      .  V      .         .         .
13.417     10.3065     18.65  .  Q      .   V     .         .         .
13.500     10.4371     18.97  .  Q      .   V     .         .         .
13.583     10.5698     19.27  .  Q      .   V     .         .         .
13.667     10.7049     19.62  .  Q      .   V     .         .         .
13.750     10.8424     19.95  .  Q      .   V     .         .         .
13.833     10.9825     20.34  .   Q     .    V    .         .         .
13.917     11.1251     20.71  .   Q     .    V    .         .         .
14.000     11.2708     21.15  .   Q     .    V    .         .         .
14.083     11.4196     21.61  .   Q     .    V    .         .         .
14.167     11.5737     22.37  .   Q     .    V    .         .         .
14.250     11.7321     23.01  .   Q     .     V   .         .         .
14.333     11.8949     23.63  .   Q     .     V   .         .         .
14.417     12.0615     24.20  .   Q     .     V   .         .         .
14.500     12.2327     24.86  .   Q     .     V   .         .         .
14.583     12.4082     25.48  .    Q    .     V   .         .         .
14.667     12.5889     26.23  .    Q    .      V  .         .         .
14.750     12.7746     26.96  .    Q    .      V  .         .         .
14.833     12.9664     27.85  .    Q    .      V  .         .         .
14.917     13.1642     28.72  .    Q    .      V  .         .         .
15.000     13.3694     29.80  .    Q    .       V .         .         .
15.083     13.5820     30.86  .     Q   .       V .         .         .
15.167     13.8038     32.20  .     Q   .       V .         .         .
15.250     14.0348     33.55  .     Q   .        V.         .         .
15.333     14.2779     35.29  .      Q  .        V.         .         .
15.417     14.5364     37.54  .      Q  .        V.         .         .
15.500     14.8295     42.55  .       Q .         V         .         .
15.583     15.1513     46.72  .        Q.         V         .         .
15.667     15.5013     50.83  .         Q         .V        .         .
15.750     15.8799     54.97  .         Q         .V        .         .
```

```
15.833     16.2967     60.51  .          . Q        . V        .          .
15.917     16.7639     67.84  .          .  Q       . V        .          .
16.000     17.3335     82.70  .          .     Q    .  V       .          .
16.083     18.1119    113.02  .          .          . Q V      .          .
16.167     19.3016    172.75  .          .          .     V    .   Q      .
16.250     20.2253    134.12  .          .          .     QV   .          .
16.333     20.8570     91.73  .          .        Q .       V  .          .
16.417     21.3461     71.01  .          .   Q      .         V.          .
16.500     21.7221     54.60  .          Q          .         V.          .
16.583     22.0212     43.42  .        Q .          .          V          .
16.667     22.2815     37.80  .      Q   .          .          V          .
16.750     22.5173     34.24  .     Q    .          .          V          .
16.833     22.7344     31.53  .     Q    .          .          .V         .
16.917     22.9363     29.30  .    Q     .          .          .V         .
17.000     23.1225     27.04  .    Q     .          .          .V         .
17.083     23.2961     25.21  .    Q     .          .          .V         .
17.167     23.4589     23.64  .   Q      .          .          . V        .
17.250     23.6129     22.36  .   Q      .          .          . V        .
17.333     23.7599     21.35  .   Q      .          .          . V        .
17.417     23.9010     20.48  .   Q      .          .          . V        .
17.500     24.0368     19.72  .  Q       .          .          . V        .
17.583     24.1680     19.05  .  Q       .          .          .  V       .
17.667     24.2950     18.44  .  Q       .          .          .  V       .
17.750     24.4182     17.89  .  Q       .          .          .  V       .
17.833     24.5379     17.38  .  Q       .          .          .  V       .
17.917     24.6543     16.91  .  Q       .          .          .  V       .
18.000     24.7678     16.47  .  Q       .          .          .  V       .
18.083     24.8776     15.95  .  Q       .          .          .  V       .
18.167     24.9799     14.86  . Q        .          .          .   V      .
18.250     25.0768     14.06  . Q        .          .          .   V      .
18.333     25.1702     13.57  . Q        .          .          .   V      .
18.417     25.2610     13.18  . Q        .          .          .   V      .
18.500     25.3495     12.85  . Q        .          .          .   V      .
18.583     25.4361     12.57  . Q        .          .          .   V      .
18.667     25.5208     12.31  . Q        .          .          .   V      .
18.750     25.6039     12.07  . Q        .          .          .   V      .
18.833     25.6854     11.83  . Q        .          .          .    V     .
18.917     25.7654     11.61  . Q        .          .          .    V     .
19.000     25.8439     11.40  . Q        .          .          .    V     .
19.083     25.9211     11.21  . Q        .          .          .    V     .
19.167     25.9970     11.02  . Q        .          .          .    V     .
19.250     26.0717     10.84  . Q        .          .          .    V     .
19.333     26.1452     10.67  . Q        .          .          .    V     .
19.417     26.2175     10.51  . Q        .          .          .    V     .
19.500     26.2888     10.35  . Q        .          .          .    V     .
19.583     26.3591     10.20  . Q        .          .          .     V    .
19.667     26.4283     10.05  . Q        .          .          .     V    .
19.750     26.4966      9.91  .Q         .          .          .     V    .
19.833     26.5639      9.78  .Q         .          .          .     V    .
19.917     26.6304      9.65  .Q         .          .          .     V    .
```

```
20.000     26.6960      9.53  .Q        .         .         .     V   .
20.083     26.7608      9.40  .Q        .         .         .     V   .
20.167     26.8248      9.29  .Q        .         .         .     V   .
20.250     26.8879      9.18  .Q        .         .         .     V   .
20.333     26.9504      9.07  .Q        .         .         .     V   .
20.417     27.0121      8.96  .Q        .         .         .     V   .
20.500     27.0731      8.86  .Q        .         .         .     V   .
20.583     27.1334      8.76  .Q        .         .         .      V  .
20.667     27.1931      8.66  .Q        .         .         .      V  .
20.750     27.2521      8.57  .Q        .         .         .      V  .
20.833     27.3105      8.48  .Q        .         .         .      V  .
20.917     27.3683      8.39  .Q        .         .         .      V  .
21.000     27.4255      8.30  .Q        .         .         .      V  .
21.083     27.4821      8.22  .Q        .         .         .      V  .
21.167     27.5381      8.14  .Q        .         .         .      V  .
21.250     27.5936      8.06  .Q        .         .         .      V  .
21.333     27.6486      7.98  .Q        .         .         .      V  .
21.417     27.7031      7.91  .Q        .         .         .      V  .
21.500     27.7571      7.83  .Q        .         .         .      V  .
21.583     27.8105      7.76  .Q        .         .         .       V .
21.667     27.8635      7.69  .Q        .         .         .       V .
21.750     27.9160      7.63  .Q        .         .         .       V .
21.833     27.9681      7.56  .Q        .         .         .       V .
21.917     28.0197      7.49  .Q        .         .         .       V .
22.000     28.0709      7.43  .Q        .         .         .       V .
22.083     28.1216      7.37  .Q        .         .         .       V .
22.167     28.1720      7.31  .Q        .         .         .       V .
22.250     28.2219      7.25  .Q        .         .         .       V .
22.333     28.2715      7.19  .Q        .         .         .       V .
22.417     28.3206      7.14  .Q        .         .         .       V .
22.500     28.3694      7.08  .Q        .         .         .       V .
22.583     28.4177      7.03  .Q        .         .         .       V .
22.667     28.4658      6.97  .Q        .         .         .       V .
22.750     28.5134      6.92  .Q        .         .         .       V .
22.833     28.5607      6.87  .Q        .         .         .        V.
22.917     28.6077      6.82  .Q        .         .         .        V.
23.000     28.6543      6.77  .Q        .         .         .        V.
23.083     28.7006      6.72  .Q        .         .         .        V.
23.167     28.7466      6.68  .Q        .         .         .        V.
23.250     28.7922      6.63  .Q        .         .         .        V.
23.333     28.8376      6.58  .Q        .         .         .        V.
23.417     28.8826      6.54  .Q        .         .         .        V.
23.500     28.9273      6.49  .Q        .         .         .        V.
23.583     28.9718      6.45  .Q        .         .         .        V.
23.667     29.0159      6.41  .Q        .         .         .        V.
23.750     29.0598      6.37  .Q        .         .         .        V.
23.833     29.1034      6.33  .Q        .         .         .        V.
23.917     29.1467      6.29  .Q        .         .         .        V.
24.000     29.1897      6.25  .Q        .         .         .        V.
24.083     29.2292      5.73  .Q        .         .         .        V.
```

```
   24.167     29.2499      3.02  Q         .         .         .        V.
   24.250     29.2590      1.32  Q         .         .         .        V.
   24.333     29.2636      0.67  Q         .         .         .        V.
   24.417     29.2658      0.32  Q         .         .         .        V.
   24.500     29.2668      0.15  Q         .         .         .        V.
   24.583     29.2675      0.10  Q         .         .         .        V.
   24.667     29.2681      0.08  Q         .         .         .        V.
   24.750     29.2685      0.06  Q         .         .         .        V.
   24.833     29.2687      0.03  Q         .         .         .        V.
   24.917     29.2687      0.01  Q         .         .         .        V.
--------------------------------------------------------------------------------
---
    TIME DURATION(minutes) OF PERCENTILES OF ESTIMATED PEAK FLOW RATE:
    (Note: 100% of Peak Flow Rate estimate assumed to have
    an instantaneous time duration)

    Percentile of Estimated                Duration
        Peak Flow Rate                     (minutes)
    ======================                 =========
               0%                           1495.0
              10%                            295.0
              20%                             85.0
              30%                             50.0
              40%                             30.0
              50%                             20.0
              60%                             15.0
              70%                             10.0
              80%                              5.0
              90%                              5.0
 ================================================================================

   END OF FLOODSCx ROUTING ANALYSIS
```

```
**************************************************************************

            F L O O D    R O U T I N G    A N A L Y S I S
          USING COUNTY HYDROLOGY MANUAL OF SAN BERNARDINO(1986)
         (c) Copyright 1989-2015 Advanced Engineering Software (aes)
             Ver. 22.0  Release Date: 07/01/2015  License ID 1673

                          Analysis prepared by:




 ************************* DESCRIPTION OF STUDY *************************
* [PICO 100 YEAR                                                        *
* ZSNYDER 3/20/2019                                                     *
*                                                                       *
 *************************************************************************

  FILE NAME: PICO.DAT
  TIME/DATE OF STUDY: 14:46 03/20/2019


**************************************************************************
  FLOW PROCESS FROM NODE    100.00 TO NODE    101.00 IS CODE =   1
--------------------------------------------------------------------------
  >>>>>SUBAREA RUNOFF (UNIT-HYDROGRAPH ANALYSIS)<<<<<
==========================================================================

      (UNIT-HYDROGRAPH ADDED TO STREAM #1)

         WATERCOURSE LENGTH =    2883.000 FEET
         LENGTH FROM CONCENTRATION POINT TO CENTROID =    1496.000 FEET
         ELEVATION VARIATION ALONG WATERCOURSE =    1206.000 FEET
         BASIN FACTOR = 0.050
         WATERSHED AREA =      55.500 ACRES
         BASEFLOW =   0.000 CFS/SQUARE-MILE
         WATERCOURSE "LAG" TIME =    0.137 HOURS
          CAUTION: LAG TIME IS LESS THAN 0.50 HOURS.
          THE 5-MINUTE PERIOD UH MODEL (USED IN THIS COMPUTER PROGRAM)
          MAY BE TOO LARGE FOR PEAK FLOW ESTIMATES.
         FOOTHILL S-GRAPH SELECTED
         MAXIMUM WATERSHED LOSS RATE(INCH/HOUR) =  0.010
         LOW LOSS FRACTION = 0.010
```

HYDROGRAPH MODEL #1 SPECIFIED

SPECIFIED PEAK 5-MINUTES RAINFALL(INCH)= 0.29
SPECIFIED PEAK 30-MINUTES RAINFALL(INCH)= 0.76
SPECIFIED PEAK 1-HOUR RAINFALL(INCH) = 1.12
SPECIFIED PEAK 3-HOUR RAINFALL(INCH) = 1.89
SPECIFIED PEAK 6-HOUR RAINFALL(INCH) = 2.61
SPECIFIED PEAK 24-HOUR RAINFALL(INCH) = 4.65

PRECIPITATION DEPTH-AREA REDUCTION FACTORS:
  5-MINUTE FACTOR = 0.998
 30-MINUTE FACTOR = 0.998
  1-HOUR FACTOR = 0.998
  3-HOUR FACTOR = 1.000
  6-HOUR FACTOR = 1.000
 24-HOUR FACTOR = 1.000

UNIT HYDROGRAPH TIME UNIT =   5.000 MINUTES
UNIT INTERVAL PERCENTAGE OF LAG-TIME = 60.955

UNIT HYDROGRAPH DETERMINATION

INTERVAL NUMBER	"S" GRAPH MEAN VALUES	UNIT HYDROGRAPH ORDINATES(CFS)
1	5.755	38.625
2	38.405	219.150
3	71.824	224.310
4	84.051	82.068
5	91.034	46.868
6	95.248	28.289
7	97.493	15.067
8	98.244	5.039
9	98.559	2.116
10	98.875	2.116
11	99.190	2.116
12	99.505	2.116
13	99.820	2.116
14	100.000	1.207

UNIT PERIOD (NUMBER)	UNIT RAINFALL (INCHES)	UNIT SOIL-LOSS (INCHES)	EFFECTIVE RAINFALL (INCHES)
1	0.0067	0.0001	0.0067
2	0.0067	0.0001	0.0067
3	0.0068	0.0001	0.0067
4	0.0068	0.0001	0.0067
5	0.0068	0.0001	0.0067
6	0.0068	0.0001	0.0068
7	0.0069	0.0001	0.0068
8	0.0069	0.0001	0.0068
9	0.0069	0.0001	0.0068
10	0.0069	0.0001	0.0068
11	0.0069	0.0001	0.0069
12	0.0070	0.0001	0.0069
13	0.0070	0.0001	0.0069
14	0.0070	0.0001	0.0069
15	0.0070	0.0001	0.0070
16	0.0071	0.0001	0.0070
17	0.0071	0.0001	0.0070
18	0.0071	0.0001	0.0070
19	0.0071	0.0001	0.0071
20	0.0071	0.0001	0.0071
21	0.0072	0.0001	0.0071
22	0.0072	0.0001	0.0071
23	0.0072	0.0001	0.0072
24	0.0072	0.0001	0.0072
25	0.0073	0.0001	0.0072
26	0.0073	0.0001	0.0072
27	0.0073	0.0001	0.0073
28	0.0073	0.0001	0.0073
29	0.0074	0.0001	0.0073
30	0.0074	0.0001	0.0073
31	0.0074	0.0001	0.0074
32	0.0075	0.0001	0.0074
33	0.0075	0.0001	0.0074
34	0.0075	0.0001	0.0074
35	0.0075	0.0001	0.0075
36	0.0076	0.0001	0.0075
37	0.0076	0.0001	0.0075
38	0.0076	0.0001	0.0075
39	0.0077	0.0001	0.0076
40	0.0077	0.0001	0.0076
41	0.0077	0.0001	0.0076

42	0.0077	0.0001	0.0077
43	0.0078	0.0001	0.0077
44	0.0078	0.0001	0.0077
45	0.0078	0.0001	0.0078
46	0.0079	0.0001	0.0078
47	0.0079	0.0001	0.0078
48	0.0079	0.0001	0.0078
49	0.0080	0.0001	0.0079
50	0.0080	0.0001	0.0079
51	0.0080	0.0001	0.0080
52	0.0081	0.0001	0.0080
53	0.0081	0.0001	0.0080
54	0.0081	0.0001	0.0080
55	0.0082	0.0001	0.0081
56	0.0082	0.0001	0.0081
57	0.0082	0.0001	0.0082
58	0.0083	0.0001	0.0082
59	0.0083	0.0001	0.0082
60	0.0083	0.0001	0.0082
61	0.0084	0.0001	0.0083
62	0.0084	0.0001	0.0083
63	0.0085	0.0001	0.0084
64	0.0085	0.0001	0.0084
65	0.0085	0.0001	0.0084
66	0.0086	0.0001	0.0085
67	0.0086	0.0001	0.0085
68	0.0086	0.0001	0.0086
69	0.0087	0.0001	0.0086
70	0.0087	0.0001	0.0086
71	0.0088	0.0001	0.0087
72	0.0088	0.0001	0.0087
73	0.0089	0.0001	0.0088
74	0.0089	0.0001	0.0088
75	0.0089	0.0001	0.0089
76	0.0090	0.0001	0.0089
77	0.0090	0.0001	0.0089
78	0.0091	0.0001	0.0090
79	0.0091	0.0001	0.0090
80	0.0092	0.0001	0.0091
81	0.0092	0.0001	0.0091
82	0.0093	0.0001	0.0092
83	0.0093	0.0001	0.0092
84	0.0094	0.0001	0.0093
85	0.0094	0.0001	0.0093
86	0.0095	0.0001	0.0094
87	0.0095	0.0001	0.0094

88	0.0096	0.0001	0.0095
89	0.0096	0.0001	0.0095
90	0.0097	0.0001	0.0096
91	0.0097	0.0001	0.0096
92	0.0098	0.0001	0.0097
93	0.0099	0.0001	0.0098
94	0.0099	0.0001	0.0098
95	0.0100	0.0001	0.0099
96	0.0100	0.0001	0.0099
97	0.0101	0.0001	0.0100
98	0.0101	0.0001	0.0100
99	0.0102	0.0001	0.0101
100	0.0103	0.0001	0.0102
101	0.0104	0.0001	0.0103
102	0.0104	0.0001	0.0103
103	0.0105	0.0001	0.0104
104	0.0105	0.0001	0.0104
105	0.0106	0.0001	0.0105
106	0.0107	0.0001	0.0106
107	0.0108	0.0001	0.0107
108	0.0108	0.0001	0.0107
109	0.0109	0.0001	0.0108
110	0.0110	0.0001	0.0109
111	0.0111	0.0001	0.0110
112	0.0111	0.0001	0.0110
113	0.0112	0.0001	0.0111
114	0.0113	0.0001	0.0112
115	0.0114	0.0001	0.0113
116	0.0115	0.0001	0.0113
117	0.0116	0.0001	0.0115
118	0.0116	0.0001	0.0115
119	0.0118	0.0001	0.0116
120	0.0118	0.0001	0.0117
121	0.0120	0.0001	0.0118
122	0.0120	0.0001	0.0119
123	0.0122	0.0001	0.0120
124	0.0122	0.0001	0.0121
125	0.0124	0.0001	0.0122
126	0.0124	0.0001	0.0123
127	0.0126	0.0001	0.0125
128	0.0127	0.0001	0.0125
129	0.0128	0.0001	0.0127
130	0.0129	0.0001	0.0128
131	0.0130	0.0001	0.0129
132	0.0131	0.0001	0.0130
133	0.0133	0.0001	0.0132

134	0.0134	0.0001	0.0133
135	0.0136	0.0001	0.0134
136	0.0137	0.0001	0.0135
137	0.0139	0.0001	0.0137
138	0.0139	0.0001	0.0138
139	0.0141	0.0001	0.0140
140	0.0143	0.0001	0.0141
141	0.0145	0.0001	0.0143
142	0.0146	0.0001	0.0144
143	0.0148	0.0001	0.0147
144	0.0149	0.0001	0.0148
145	0.0170	0.0002	0.0168
146	0.0171	0.0002	0.0169
147	0.0173	0.0002	0.0172
148	0.0175	0.0002	0.0173
149	0.0178	0.0002	0.0176
150	0.0179	0.0002	0.0177
151	0.0182	0.0002	0.0180
152	0.0184	0.0002	0.0182
153	0.0187	0.0002	0.0185
154	0.0189	0.0002	0.0187
155	0.0192	0.0002	0.0190
156	0.0194	0.0002	0.0192
157	0.0198	0.0002	0.0196
158	0.0200	0.0002	0.0198
159	0.0204	0.0002	0.0202
160	0.0206	0.0002	0.0204
161	0.0211	0.0002	0.0209
162	0.0213	0.0002	0.0211
163	0.0218	0.0002	0.0216
164	0.0221	0.0002	0.0219
165	0.0227	0.0002	0.0224
166	0.0230	0.0002	0.0227
167	0.0236	0.0002	0.0234
168	0.0239	0.0002	0.0237
169	0.0253	0.0003	0.0250
170	0.0257	0.0003	0.0254
171	0.0265	0.0003	0.0262
172	0.0269	0.0003	0.0266
173	0.0278	0.0003	0.0276
174	0.0284	0.0003	0.0281
175	0.0294	0.0003	0.0292
176	0.0300	0.0003	0.0297
177	0.0314	0.0003	0.0310
178	0.0321	0.0003	0.0318
179	0.0337	0.0003	0.0333

180	0.0346	0.0003	0.0342
181	0.0366	0.0004	0.0362
182	0.0377	0.0004	0.0373
183	0.0403	0.0004	0.0399
184	0.0419	0.0004	0.0415
185	0.0522	0.0005	0.0517
186	0.0544	0.0005	0.0539
187	0.0598	0.0006	0.0592
188	0.0633	0.0006	0.0627
189	0.0715	0.0007	0.0707
190	0.0785	0.0008	0.0777
191	0.1031	0.0008	0.1023
192	0.1317	0.0008	0.1309
193	0.2903	0.0008	0.2894
194	0.0881	0.0008	0.0873
195	0.0675	0.0007	0.0668
196	0.0569	0.0006	0.0563
197	0.0436	0.0004	0.0432
198	0.0390	0.0004	0.0386
199	0.0355	0.0004	0.0352
200	0.0328	0.0003	0.0325
201	0.0307	0.0003	0.0304
202	0.0289	0.0003	0.0286
203	0.0274	0.0003	0.0271
204	0.0261	0.0003	0.0258
205	0.0243	0.0002	0.0240
206	0.0233	0.0002	0.0230
207	0.0224	0.0002	0.0222
208	0.0216	0.0002	0.0214
209	0.0209	0.0002	0.0206
210	0.0202	0.0002	0.0200
211	0.0196	0.0002	0.0194
212	0.0190	0.0002	0.0189
213	0.0185	0.0002	0.0183
214	0.0181	0.0002	0.0179
215	0.0176	0.0002	0.0174
216	0.0172	0.0002	0.0170
217	0.0150	0.0002	0.0149
218	0.0147	0.0001	0.0145
219	0.0144	0.0001	0.0142
220	0.0140	0.0001	0.0139
221	0.0138	0.0001	0.0136
222	0.0135	0.0001	0.0133
223	0.0132	0.0001	0.0131
224	0.0130	0.0001	0.0128
225	0.0127	0.0001	0.0126

226	0.0125	0.0001	0.0124
227	0.0123	0.0001	0.0122
228	0.0121	0.0001	0.0120
229	0.0119	0.0001	0.0118
230	0.0117	0.0001	0.0116
231	0.0115	0.0001	0.0114
232	0.0113	0.0001	0.0112
233	0.0112	0.0001	0.0111
234	0.0110	0.0001	0.0109
235	0.0109	0.0001	0.0108
236	0.0107	0.0001	0.0106
237	0.0106	0.0001	0.0105
238	0.0104	0.0001	0.0103
239	0.0103	0.0001	0.0102
240	0.0102	0.0001	0.0101
241	0.0101	0.0001	0.0100
242	0.0099	0.0001	0.0098
243	0.0098	0.0001	0.0097
244	0.0097	0.0001	0.0096
245	0.0096	0.0001	0.0095
246	0.0095	0.0001	0.0094
247	0.0094	0.0001	0.0093
248	0.0093	0.0001	0.0092
249	0.0092	0.0001	0.0091
250	0.0091	0.0001	0.0090
251	0.0090	0.0001	0.0089
252	0.0089	0.0001	0.0088
253	0.0088	0.0001	0.0087
254	0.0087	0.0001	0.0087
255	0.0087	0.0001	0.0086
256	0.0086	0.0001	0.0085
257	0.0085	0.0001	0.0084
258	0.0084	0.0001	0.0083
259	0.0084	0.0001	0.0083
260	0.0083	0.0001	0.0082
261	0.0082	0.0001	0.0081
262	0.0081	0.0001	0.0081
263	0.0081	0.0001	0.0080
264	0.0080	0.0001	0.0079
265	0.0079	0.0001	0.0079
266	0.0079	0.0001	0.0078
267	0.0078	0.0001	0.0077
268	0.0078	0.0001	0.0077
269	0.0077	0.0001	0.0076
270	0.0076	0.0001	0.0076
271	0.0076	0.0001	0.0075

272	0.0075	0.0001	0.0075
273	0.0075	0.0001	0.0074
274	0.0074	0.0001	0.0073
275	0.0074	0.0001	0.0073
276	0.0073	0.0001	0.0072
277	0.0073	0.0001	0.0072
278	0.0072	0.0001	0.0071
279	0.0072	0.0001	0.0071
280	0.0071	0.0001	0.0070
281	0.0071	0.0001	0.0070
282	0.0070	0.0001	0.0070
283	0.0070	0.0001	0.0069
284	0.0069	0.0001	0.0069
285	0.0069	0.0001	0.0068
286	0.0068	0.0001	0.0068
287	0.0068	0.0001	0.0067
288	0.0068	0.0001	0.0067

TOTAL STORM RAINFALL(INCHES) = 4.65
TOTAL SOIL-LOSS(INCHES) = 0.04
TOTAL EFFECTIVE RAINFALL(INCHES) = 4.61

TOTAL SOIL-LOSS VOLUME(ACRE-FEET) = 0.2021
TOTAL STORM RUNOFF VOLUME(ACRE-FEET) = 21.2908

==========

2 4 - H O U R S T O R M
R U N O F F H Y D R O G R A P H

==========

HYDROGRAPH IN FIVE-MINUTE UNIT INTERVALS(CFS)
(Note: Time indicated is at END of Each Unit Intervals)

TIME(HRS)	VOLUME(AF)	Q(CFS)	0.	50.0	100.0	150.0	200.0
0.083	0.0018	0.26	Q	.	.	.	.
0.167	0.0136	1.72	Q	.	.	.	.
0.250	0.0358	3.22	Q	.	.	.	.
0.333	0.0618	3.77	Q	.	.	.	.
0.417	0.0900	4.10	Q	.	.	.	.
0.500	0.1196	4.30	Q	.	.	.	.
0.583	0.1500	4.41	Q	.	.	.	.
0.667	0.1807	4.46	Q	.	.	.	.
0.750	0.2116	4.49	Q	.	.	.	.
0.833	0.2427	4.52	Q	.	.	.	.
0.917	0.2740	4.55	Q	.	.	.	.
1.000	0.3055	4.57	Q	.	.	.	.
1.083	0.3372	4.60	Q	.	.	.	.
1.167	0.3691	4.63	Q	.	.	.	.
1.250	0.4011	4.64	Q	.	.	.	.
1.333	0.4331	4.66	Q	.	.	.	.
1.417	0.4653	4.67	Q	.	.	.	.
1.500	0.4976	4.69	Q	.	.	.	.
1.583	0.5299	4.70	Q	.	.	.	.
1.667	0.5624	4.72	QV	.	.	.	.
1.750	0.5950	4.73	QV	.	.	.	.
1.833	0.6277	4.75	QV	.	.	.	.
1.917	0.6606	4.77	QV	.	.	.	.
2.000	0.6935	4.78	QV	.	.	.	.
2.083	0.7265	4.80	QV	.	.	.	.
2.167	0.7597	4.81	QV	.	.	.	.
2.250	0.7930	4.83	QV	.	.	.	.
2.333	0.8263	4.85	QV	.	.	.	.
2.417	0.8599	4.86	QV	.	.	.	.
2.500	0.8935	4.88	QV	.	.	.	.
2.583	0.9272	4.90	QV	.	.	.	.
2.667	0.9611	4.92	QV	.	.	.	.
2.750	0.9951	4.93	QV	.	.	.	.
2.833	1.0292	4.95	QV	.	.	.	.
2.917	1.0634	4.97	QV	.	.	.	.

3.000	1.0978	4.99	Q V	.	.	.	.
3.083	1.1322	5.01	.QV	.	.	.	.
3.167	1.1669	5.03	.QV	.	.	.	.
3.250	1.2016	5.04	.QV	.	.	.	.
3.333	1.2365	5.06	.QV	.	.	.	.
3.417	1.2715	5.08	.QV	.	.	.	.
3.500	1.3066	5.10	.QV	.	.	.	.
3.583	1.3419	5.12	.QV	.	.	.	.
3.667	1.3773	5.14	.QV	.	.	.	.
3.750	1.4128	5.16	.QV	.	.	.	.
3.833	1.4485	5.18	.QV	.	.	.	.
3.917	1.4843	5.20	.QV	.	.	.	.
4.000	1.5203	5.22	.QV	.	.	.	.
4.083	1.5564	5.24	.QV	.	.	.	.
4.167	1.5927	5.26	.QV	.	.	.	.
4.250	1.6291	5.29	.Q V	.	.	.	.
4.333	1.6656	5.31	.Q V	.	.	.	.
4.417	1.7023	5.33	.Q V	.	.	.	.
4.500	1.7392	5.35	.Q V	.	.	.	.
4.583	1.7762	5.37	.Q V	.	.	.	.
4.667	1.8134	5.40	.Q V	.	.	.	.
4.750	1.8507	5.42	.Q V	.	.	.	.
4.833	1.8881	5.44	.Q V	.	.	.	.
4.917	1.9258	5.46	.Q V	.	.	.	.
5.000	1.9636	5.49	.Q V	.	.	.	.
5.083	2.0015	5.51	.Q V	.	.	.	.
5.167	2.0397	5.54	.Q V	.	.	.	.
5.250	2.0780	5.56	.Q V	.	.	.	.
5.333	2.1164	5.59	.Q V	.	.	.	.
5.417	2.1551	5.61	.Q V	.	.	.	.
5.500	2.1939	5.64	.Q V	.	.	.	.
5.583	2.2329	5.66	.Q V	.	.	.	.
5.667	2.2720	5.69	.Q V	.	.	.	.
5.750	2.3114	5.71	.Q V	.	.	.	.
5.833	2.3509	5.74	.Q V	.	.	.	.
5.917	2.3906	5.77	.Q V	.	.	.	.
6.000	2.4306	5.79	.Q V	.	.	.	.
6.083	2.4707	5.82	.Q V	.	.	.	.
6.167	2.5109	5.85	.Q V	.	.	.	.
6.250	2.5514	5.88	.Q V	.	.	.	.
6.333	2.5921	5.91	.Q V	.	.	.	.
6.417	2.6330	5.94	.Q V	.	.	.	.
6.500	2.6741	5.97	.Q V	.	.	.	.
6.583	2.7154	6.00	.Q V	.	.	.	.
6.667	2.7569	6.03	.Q V	.	.	.	.
6.750	2.7986	6.06	.Q V	.	.	.	.

```
 6.833      2.8405      6.09  .Q   V    .         .         .         .
 6.917      2.8827      6.12  .Q   V    .         .         .         .
 7.000      2.9251      6.15  .Q   V    .         .         .         .
 7.083      2.9676      6.18  .Q   V    .         .         .         .
 7.167      3.0105      6.22  .Q   V    .         .         .         .
 7.250      3.0535      6.25  .Q   V    .         .         .         .
 7.333      3.0968      6.29  .Q   V    .         .         .         .
 7.417      3.1403      6.32  .Q   V    .         .         .         .
 7.500      3.1841      6.35  .Q   V    .         .         .         .
 7.583      3.2281      6.39  .Q    V   .         .         .         .
 7.667      3.2724      6.43  .Q    V   .         .         .         .
 7.750      3.3169      6.46  .Q    V   .         .         .         .
 7.833      3.3616      6.50  .Q    V   .         .         .         .
 7.917      3.4067      6.54  .Q    V   .         .         .         .
 8.000      3.4520      6.58  .Q    V   .         .         .         .
 8.083      3.4975      6.62  .Q    V   .         .         .         .
 8.167      3.5434      6.66  .Q    V   .         .         .         .
 8.250      3.5895      6.70  .Q    V   .         .         .         .
 8.333      3.6359      6.74  .Q    V   .         .         .         .
 8.417      3.6826      6.78  .Q    V   .         .         .         .
 8.500      3.7295      6.82  .Q     V  .         .         .         .
 8.583      3.7768      6.86  .Q     V  .         .         .         .
 8.667      3.8244      6.91  .Q     V  .         .         .         .
 8.750      3.8723      6.95  .Q     V  .         .         .         .
 8.833      3.9205      7.00  .Q     V  .         .         .         .
 8.917      3.9690      7.04  .Q     V  .         .         .         .
 9.000      4.0178      7.09  .Q     V  .         .         .         .
 9.083      4.0670      7.14  .Q     V  .         .         .         .
 9.167      4.1165      7.19  .Q     V  .         .         .         .
 9.250      4.1663      7.24  .Q     V  .         .         .         .
 9.333      4.2165      7.29  .Q     V  .         .         .         .
 9.417      4.2671      7.34  .Q      V .         .         .         .
 9.500      4.3180      7.39  .Q      V .         .         .         .
 9.583      4.3693      7.45  .Q      V .         .         .         .
 9.667      4.4210      7.50  .Q      V .         .         .         .
 9.750      4.4730      7.56  .Q      V .         .         .         .
 9.833      4.5255      7.62  .Q      V .         .         .         .
 9.917      4.5783      7.67  .Q      V .         .         .         .
10.000      4.6316      7.73  .Q      V .         .         .         .
10.083      4.6852      7.79  .Q      V .         .         .         .
10.167      4.7393      7.86  .Q      V .         .         .         .
10.250      4.7939      7.92  .Q       V.         .         .         .
10.333      4.8489      7.98  .Q       V.         .         .         .
10.417      4.9043      8.05  .Q       V.         .         .         .
10.500      4.9602      8.12  .Q       V.         .         .         .
10.583      5.0166      8.19  .Q       V.         .         .         .
```

```
10.667      5.0735      8.26  .Q      V.         .         .         .
10.750      5.1309      8.33  .Q      V.         .         .         .
10.833      5.1888      8.41  .Q      V.         .         .         .
10.917      5.2472      8.48  .Q      V.         .         .         .
11.000      5.3062      8.56  .Q      V.         .         .         .
11.083      5.3657      8.64  .Q       V         .         .         .
11.167      5.4258      8.72  .Q       V         .         .         .
11.250      5.4864      8.81  .Q       V         .         .         .
11.333      5.5477      8.90  .Q       V         .         .         .
11.417      5.6096      8.98  .Q       V         .         .         .
11.500      5.6721      9.08  .Q       V         .         .         .
11.583      5.7352      9.17  .Q       V         .         .         .
11.667      5.7990      9.27  .Q       V         .         .         .
11.750      5.8635      9.37  .Q       .V        .         .         .
11.833      5.9288      9.47  .Q       .V        .         .         .
11.917      5.9947      9.58  .Q       .V        .         .         .
12.000      6.0614      9.69  .Q       .V        .         .         .
12.083      6.1294      9.87  .Q       .V        .         .         .
12.167      6.2008     10.37  . Q      .V        .         .         .
12.250      6.2758     10.89  . Q      .V        .         .         .
12.333      6.3526     11.16  . Q      .V        .         .         .
12.417      6.4309     11.37  . Q      . V       .         .         .
12.500      6.5105     11.56  . Q      . V       .         .         .
12.583      6.5913     11.72  . Q      . V       .         .         .
12.667      6.6731     11.88  . Q      . V       .         .         .
12.750      6.7560     12.03  . Q      . V       .         .         .
12.833      6.8400     12.19  . Q      . V       .         .         .
12.917      6.9251     12.36  . Q      .  V      .         .         .
13.000      7.0114     12.53  . Q      .  V      .         .         .
13.083      7.0989     12.71  . Q      .  V      .         .         .
13.167      7.1878     12.90  . Q      .  V      .         .         .
13.250      7.2779     13.09  . Q      .  V      .         .         .
13.333      7.3694     13.29  . Q      .  V      .         .         .
13.417      7.4623     13.49  . Q      .   V     .         .         .
13.500      7.5567     13.71  . Q      .   V     .         .         .
13.583      7.6527     13.94  . Q      .   V     .         .         .
13.667      7.7504     14.18  . Q      .   V     .         .         .
13.750      7.8497     14.43  . Q      .   V     .         .         .
13.833      7.9509     14.69  . Q      .   V     .         .         .
13.917      8.0540     14.97  . Q      .    V    .         .         .
14.000      8.1592     15.27  .  Q     .    V    .         .         .
14.083      8.2666     15.60  .  Q     .    V    .         .         .
14.167      8.3773     16.08  .  Q     .    V    .         .         .
14.250      8.4914     16.57  .  Q     .    V    .         .         .
14.333      8.6085     17.00  .  Q     .     V   .         .         .
14.417      8.7285     17.43  .  Q     .     V   .         .         .
```

```
14.500      8.8517     17.88  .  Q      .     V   .         .         .
14.583      8.9781     18.35  .  Q      .     V   .         .         .
14.667      9.1080     18.86  .  Q      .      V  .         .         .
14.750      9.2416     19.40  .  Q      .      V  .         .         .
14.833      9.3794     20.00  .   Q     .      V  .         .         .
14.917      9.5216     20.65  .   Q     .      V  .         .         .
15.000      9.6688     21.37  .   Q     .       V .         .         .
15.083      9.8214     22.16  .   Q     .       V .         .         .
15.167      9.9803     23.06  .   Q     .       V .         .         .
15.250     10.1459     24.05  .   Q     .        V.         .         .
15.333     10.3195     25.21  .    Q    .        V.         .         .
15.417     10.5039     26.77  .    Q    .        V.         .         .
15.500     10.7091     29.79  .    Q    .         V         .         .
15.583     10.9370     33.09  .     Q   .         V         .         .
15.667     11.1843     35.91  .      Q  .         .V        .         .
15.750     11.4526     38.95  .      Q  .         .V        .         .
15.833     11.7463     42.65  .       Q .         . V       .         .
15.917     12.0748     47.70  .        Q.         . V       .         .
16.000     12.4661     56.82  .         .Q        .  V      .         .
16.083     12.9889     75.91  .         .    Q    .   V     .         .
16.167     13.7599    111.96  .         .         . Q  V    .         .
16.250     14.4921    106.31  .         .         .Q     V  .         .
16.333     14.9832     71.32  .         .   Q     .       V .         .
16.417     15.3692     56.04  .         .Q        .       V .         .
16.500     15.6761     44.57  .       Q .         .        V.         .
16.583     15.9212     35.59  .      Q  .         .        V.         .
16.667     16.1242     29.47  .    Q    .         .         V         .
16.750     16.3026     25.91  .    Q    .         .         V         .
16.833     16.4658     23.69  .   Q     .         .         V         .
16.917     16.6173     21.99  .   Q     .         .         .V        .
17.000     16.7593     20.62  .   Q     .         .         .V        .
17.083     16.8927     19.38  .  Q      .         .         .V        .
17.167     17.0167     18.00  .  Q      .         .         .V        .
17.250     17.1319     16.73  .  Q      .         .         . V       .
17.333     17.2414     15.90  .  Q      .         .         . V       .
17.417     17.3460     15.20  .  Q      .         .         . V       .
17.500     17.4465     14.59  . Q       .         .         . V       .
17.583     17.5434     14.07  . Q       .         .         . V       .
17.667     17.6371     13.60  . Q       .         .         .  V      .
17.750     17.7279     13.18  . Q       .         .         .  V      .
17.833     17.8160     12.80  . Q       .         .         .  V      .
17.917     17.9017     12.44  . Q       .         .         .  V      .
18.000     17.9851     12.11  . Q       .         .         .  V      .
18.083     18.0660     11.74  . Q       .         .         .  V      .
18.167     18.1422     11.07  . Q       .         .         .   V     .
18.250     18.2140     10.42  . Q       .         .         .   V     .
```

```
18.333     18.2830     10.03  . Q       .         .         .   V     .
18.417     18.3500      9.72  .Q        .         .         .   V     .
18.500     18.4151      9.46  .Q        .         .         .   V     .
18.583     18.4787      9.23  .Q        .         .         .   V     .
18.667     18.5409      9.03  .Q        .         .         .   V     .
18.750     18.6019      8.85  .Q        .         .         .   V     .
18.833     18.6616      8.68  .Q        .         .         .    V    .
18.917     18.7203      8.52  .Q        .         .         .    V    .
19.000     18.7779      8.36  .Q        .         .         .    V    .
19.083     18.8344      8.21  .Q        .         .         .    V    .
19.167     18.8900      8.07  .Q        .         .         .    V    .
19.250     18.9446      7.94  .Q        .         .         .    V    .
19.333     18.9984      7.81  .Q        .         .         .    V    .
19.417     19.0514      7.69  .Q        .         .         .    V    .
19.500     19.1035      7.57  .Q        .         .         .    V    .
19.583     19.1549      7.46  .Q        .         .         .    V    .
19.667     19.2056      7.35  .Q        .         .         .     V   .
19.750     19.2555      7.25  .Q        .         .         .     V   .
19.833     19.3048      7.15  .Q        .         .         .     V   .
19.917     19.3534      7.06  .Q        .         .         .     V   .
20.000     19.4013      6.96  .Q        .         .         .     V   .
20.083     19.4487      6.88  .Q        .         .         .     V   .
20.167     19.4955      6.79  .Q        .         .         .     V   .
20.250     19.5416      6.71  .Q        .         .         .     V   .
20.333     19.5873      6.63  .Q        .         .         .     V   .
20.417     19.6324      6.55  .Q        .         .         .     V   .
20.500     19.6769      6.47  .Q        .         .         .     V   .
20.583     19.7210      6.40  .Q        .         .         .      V  .
20.667     19.7646      6.33  .Q        .         .         .      V  .
20.750     19.8077      6.26  .Q        .         .         .      V  .
20.833     19.8503      6.19  .Q        .         .         .      V  .
20.917     19.8925      6.13  .Q        .         .         .      V  .
21.000     19.9343      6.06  .Q        .         .         .      V  .
21.083     19.9756      6.00  .Q        .         .         .      V  .
21.167     20.0166      5.94  .Q        .         .         .      V  .
21.250     20.0571      5.89  .Q        .         .         .      V  .
21.333     20.0972      5.83  .Q        .         .         .      V  .
21.417     20.1370      5.77  .Q        .         .         .      V  .
21.500     20.1764      5.72  .Q        .         .         .      V  .
21.583     20.2154      5.67  .Q        .         .         .      V  .
21.667     20.2541      5.62  .Q        .         .         .       V .
21.750     20.2924      5.57  .Q        .         .         .       V .
21.833     20.3304      5.52  .Q        .         .         .       V .
21.917     20.3681      5.47  .Q        .         .         .       V .
22.000     20.4055      5.42  .Q        .         .         .       V .
22.083     20.4425      5.38  .Q        .         .         .       V .
```

22.167	20.4792	5.33	.Q	.	.	.	V .
22.250	20.5157	5.29	.Q	.	.	.	V .
22.333	20.5518	5.25	.Q	.	.	.	V .
22.417	20.5877	5.21	.Q	.	.	.	V .
22.500	20.6232	5.17	.Q	.	.	.	V .
22.583	20.6585	5.13	.Q	.	.	.	V .
22.667	20.6936	5.09	.Q	.	.	.	V .
22.750	20.7283	5.05	.Q	.	.	.	V .
22.833	20.7628	5.01	.Q	.	.	.	V.
22.917	20.7971	4.97	Q	.	.	.	V.
23.000	20.8311	4.94	Q	.	.	.	V.
23.083	20.8649	4.90	Q	.	.	.	V.
23.167	20.8984	4.87	Q	.	.	.	V.
23.250	20.9317	4.83	Q	.	.	.	V.
23.333	20.9648	4.80	Q	.	.	.	V.
23.417	20.9976	4.77	Q	.	.	.	V.
23.500	21.0302	4.74	Q	.	.	.	V.
23.583	21.0626	4.70	Q	.	.	.	V.
23.667	21.0948	4.67	Q	.	.	.	V.
23.750	21.1268	4.64	Q	.	.	.	V.
23.833	21.1586	4.61	Q	.	.	.	V.
23.917	21.1901	4.58	Q	.	.	.	V.
24.000	21.2215	4.56	Q	.	.	.	V.
24.083	21.2509	4.27	Q	.	.	.	V.
24.167	21.2701	2.79	Q	.	.	.	V.
24.250	21.2789	1.28	Q	.	.	.	V.
24.333	21.2839	0.72	Q	.	.	.	V.
24.417	21.2867	0.41	Q	.	.	.	V.
24.500	21.2882	0.22	Q	.	.	.	V.
24.583	21.2890	0.11	Q	.	.	.	V.
24.667	21.2895	0.08	Q	.	.	.	V.
24.750	21.2900	0.07	Q	.	.	.	V.
24.833	21.2903	0.05	Q	.	.	.	V.
24.917	21.2906	0.04	Q	.	.	.	V.
25.000	21.2907	0.02	Q	.	.	.	V.
25.083	21.2908	0.01	Q	.	.	.	V

TIME DURATION(minutes) OF PERCENTILES OF ESTIMATED PEAK FLOW RATE:
(Note: 100% of Peak Flow Rate estimate assumed to have
an instantaneous time duration)

Percentile of Estimated Peak Flow Rate	Duration (minutes)
0%	1505.0

10%	345.0
20%	105.0
30%	60.0
40%	35.0
50%	30.0
60%	20.0
70%	10.0
80%	10.0
90%	10.0

==========

END OF FLOODSCx ROUTING ANALYSIS

```
**************************************************************************

            F L O O D    R O U T I N G    A N A L Y S I S
          USING COUNTY HYDROLOGY MANUAL OF SAN BERNARDINO(1986)
         (c) Copyright 1989-2015 Advanced Engineering Software (aes)
             Ver. 22.0  Release Date: 07/01/2015  License ID 1673

                          Analysis prepared by:




 ************************* DESCRIPTION OF STUDY *************************
* VANBUREN 100 YEAR                                                     *
* ZSNYDER 3/20/2019                                                     *
*                                                                       *
 *************************************************************************

  FILE NAME: VANBUREN.DAT
  TIME/DATE OF STUDY: 14:45 03/20/2019


**************************************************************************
  FLOW PROCESS FROM NODE    100.00 TO NODE    101.00 IS CODE =   1
--------------------------------------------------------------------------
  >>>>>SUBAREA RUNOFF (UNIT-HYDROGRAPH ANALYSIS)<<<<<
==========================================================================

      (UNIT-HYDROGRAPH ADDED TO STREAM #1)

         WATERCOURSE LENGTH =    2615.000 FEET
         LENGTH FROM CONCENTRATION POINT TO CENTROID =    1211.000 FEET
         ELEVATION VARIATION ALONG WATERCOURSE =     922.000 FEET
         BASIN FACTOR = 0.050
         WATERSHED AREA =      49.400 ACRES
         BASEFLOW =   0.000 CFS/SQUARE-MILE
         WATERCOURSE "LAG" TIME =    0.126 HOURS
          CAUTION: LAG TIME IS LESS THAN 0.50 HOURS.
          THE 5-MINUTE PERIOD UH MODEL (USED IN THIS COMPUTER PROGRAM)
          MAY BE TOO LARGE FOR PEAK FLOW ESTIMATES.
         FOOTHILL S-GRAPH SELECTED
         MAXIMUM WATERSHED LOSS RATE(INCH/HOUR) =  0.010
         LOW LOSS FRACTION = 0.010
```

HYDROGRAPH MODEL #1 SPECIFIED

SPECIFIED PEAK 5-MINUTES RAINFALL(INCH)= 0.29
SPECIFIED PEAK 30-MINUTES RAINFALL(INCH)= 0.76
SPECIFIED PEAK 1-HOUR RAINFALL(INCH) = 1.12
SPECIFIED PEAK 3-HOUR RAINFALL(INCH) = 1.89
SPECIFIED PEAK 6-HOUR RAINFALL(INCH) = 2.61
SPECIFIED PEAK 24-HOUR RAINFALL(INCH) = 4.65

PRECIPITATION DEPTH-AREA REDUCTION FACTORS:
  5-MINUTE FACTOR = 0.998
 30-MINUTE FACTOR = 0.998
  1-HOUR FACTOR = 0.998
  3-HOUR FACTOR = 1.000
  6-HOUR FACTOR = 1.000
 24-HOUR FACTOR = 1.000

UNIT HYDROGRAPH TIME UNIT =   5.000 MINUTES
UNIT INTERVAL PERCENTAGE OF LAG-TIME = 66.357

UNIT HYDROGRAPH DETERMINATION

INTERVAL NUMBER	"S" GRAPH MEAN VALUES	UNIT HYDROGRAPH ORDINATES(CFS)
1	6.575	39.279
2	44.501	226.583
3	75.135	183.020
4	86.605	68.521
5	92.973	38.046
6	96.504	21.096
7	98.081	9.425
8	98.454	2.223
9	98.797	2.051
10	99.140	2.050
11	99.483	2.050
12	99.826	2.050
13	100.000	1.037

UNIT PERIOD (NUMBER)	UNIT RAINFALL (INCHES)	UNIT SOIL-LOSS (INCHES)	EFFECTIVE RAINFALL (INCHES)
1	0.0067	0.0001	0.0067
2	0.0067	0.0001	0.0067
3	0.0068	0.0001	0.0067
4	0.0068	0.0001	0.0067
5	0.0068	0.0001	0.0067
6	0.0068	0.0001	0.0068
7	0.0069	0.0001	0.0068
8	0.0069	0.0001	0.0068
9	0.0069	0.0001	0.0068
10	0.0069	0.0001	0.0068
11	0.0069	0.0001	0.0069
12	0.0070	0.0001	0.0069
13	0.0070	0.0001	0.0069
14	0.0070	0.0001	0.0069
15	0.0070	0.0001	0.0070
16	0.0071	0.0001	0.0070
17	0.0071	0.0001	0.0070
18	0.0071	0.0001	0.0070
19	0.0071	0.0001	0.0071
20	0.0071	0.0001	0.0071
21	0.0072	0.0001	0.0071
22	0.0072	0.0001	0.0071
23	0.0072	0.0001	0.0072
24	0.0072	0.0001	0.0072
25	0.0073	0.0001	0.0072
26	0.0073	0.0001	0.0072
27	0.0073	0.0001	0.0073
28	0.0073	0.0001	0.0073
29	0.0074	0.0001	0.0073
30	0.0074	0.0001	0.0073
31	0.0074	0.0001	0.0074
32	0.0075	0.0001	0.0074
33	0.0075	0.0001	0.0074
34	0.0075	0.0001	0.0074
35	0.0075	0.0001	0.0075
36	0.0076	0.0001	0.0075
37	0.0076	0.0001	0.0075
38	0.0076	0.0001	0.0075
39	0.0077	0.0001	0.0076
40	0.0077	0.0001	0.0076
41	0.0077	0.0001	0.0076

42	0.0077	0.0001	0.0077
43	0.0078	0.0001	0.0077
44	0.0078	0.0001	0.0077
45	0.0078	0.0001	0.0078
46	0.0079	0.0001	0.0078
47	0.0079	0.0001	0.0078
48	0.0079	0.0001	0.0078
49	0.0080	0.0001	0.0079
50	0.0080	0.0001	0.0079
51	0.0080	0.0001	0.0080
52	0.0081	0.0001	0.0080
53	0.0081	0.0001	0.0080
54	0.0081	0.0001	0.0080
55	0.0082	0.0001	0.0081
56	0.0082	0.0001	0.0081
57	0.0082	0.0001	0.0082
58	0.0083	0.0001	0.0082
59	0.0083	0.0001	0.0082
60	0.0083	0.0001	0.0082
61	0.0084	0.0001	0.0083
62	0.0084	0.0001	0.0083
63	0.0085	0.0001	0.0084
64	0.0085	0.0001	0.0084
65	0.0085	0.0001	0.0084
66	0.0086	0.0001	0.0085
67	0.0086	0.0001	0.0085
68	0.0086	0.0001	0.0086
69	0.0087	0.0001	0.0086
70	0.0087	0.0001	0.0086
71	0.0088	0.0001	0.0087
72	0.0088	0.0001	0.0087
73	0.0089	0.0001	0.0088
74	0.0089	0.0001	0.0088
75	0.0090	0.0001	0.0089
76	0.0090	0.0001	0.0089
77	0.0090	0.0001	0.0089
78	0.0091	0.0001	0.0090
79	0.0091	0.0001	0.0090
80	0.0092	0.0001	0.0091
81	0.0092	0.0001	0.0091
82	0.0093	0.0001	0.0092
83	0.0093	0.0001	0.0092
84	0.0094	0.0001	0.0093
85	0.0094	0.0001	0.0093
86	0.0095	0.0001	0.0094
87	0.0095	0.0001	0.0094

88	0.0096	0.0001	0.0095
89	0.0096	0.0001	0.0095
90	0.0097	0.0001	0.0096
91	0.0097	0.0001	0.0096
92	0.0098	0.0001	0.0097
93	0.0099	0.0001	0.0098
94	0.0099	0.0001	0.0098
95	0.0100	0.0001	0.0099
96	0.0100	0.0001	0.0099
97	0.0101	0.0001	0.0100
98	0.0101	0.0001	0.0100
99	0.0102	0.0001	0.0101
100	0.0103	0.0001	0.0102
101	0.0104	0.0001	0.0103
102	0.0104	0.0001	0.0103
103	0.0105	0.0001	0.0104
104	0.0105	0.0001	0.0104
105	0.0106	0.0001	0.0105
106	0.0107	0.0001	0.0106
107	0.0108	0.0001	0.0107
108	0.0108	0.0001	0.0107
109	0.0109	0.0001	0.0108
110	0.0110	0.0001	0.0109
111	0.0111	0.0001	0.0110
112	0.0111	0.0001	0.0110
113	0.0112	0.0001	0.0111
114	0.0113	0.0001	0.0112
115	0.0114	0.0001	0.0113
116	0.0115	0.0001	0.0113
117	0.0116	0.0001	0.0115
118	0.0116	0.0001	0.0115
119	0.0118	0.0001	0.0116
120	0.0118	0.0001	0.0117
121	0.0120	0.0001	0.0118
122	0.0120	0.0001	0.0119
123	0.0122	0.0001	0.0120
124	0.0122	0.0001	0.0121
125	0.0124	0.0001	0.0122
126	0.0124	0.0001	0.0123
127	0.0126	0.0001	0.0125
128	0.0127	0.0001	0.0125
129	0.0128	0.0001	0.0127
130	0.0129	0.0001	0.0128
131	0.0130	0.0001	0.0129
132	0.0131	0.0001	0.0130
133	0.0133	0.0001	0.0132

134	0.0134	0.0001	0.0133
135	0.0136	0.0001	0.0134
136	0.0137	0.0001	0.0135
137	0.0139	0.0001	0.0137
138	0.0139	0.0001	0.0138
139	0.0141	0.0001	0.0140
140	0.0143	0.0001	0.0141
141	0.0145	0.0001	0.0143
142	0.0146	0.0001	0.0144
143	0.0148	0.0001	0.0147
144	0.0149	0.0001	0.0148
145	0.0169	0.0002	0.0168
146	0.0171	0.0002	0.0169
147	0.0173	0.0002	0.0172
148	0.0175	0.0002	0.0173
149	0.0178	0.0002	0.0176
150	0.0179	0.0002	0.0177
151	0.0182	0.0002	0.0180
152	0.0184	0.0002	0.0182
153	0.0187	0.0002	0.0185
154	0.0189	0.0002	0.0187
155	0.0192	0.0002	0.0190
156	0.0194	0.0002	0.0192
157	0.0198	0.0002	0.0196
158	0.0200	0.0002	0.0198
159	0.0204	0.0002	0.0202
160	0.0206	0.0002	0.0204
161	0.0211	0.0002	0.0209
162	0.0213	0.0002	0.0211
163	0.0218	0.0002	0.0216
164	0.0221	0.0002	0.0219
165	0.0227	0.0002	0.0224
166	0.0230	0.0002	0.0227
167	0.0236	0.0002	0.0234
168	0.0239	0.0002	0.0237
169	0.0253	0.0003	0.0250
170	0.0257	0.0003	0.0254
171	0.0265	0.0003	0.0262
172	0.0269	0.0003	0.0266
173	0.0278	0.0003	0.0276
174	0.0283	0.0003	0.0281
175	0.0294	0.0003	0.0291
176	0.0300	0.0003	0.0297
177	0.0313	0.0003	0.0310
178	0.0321	0.0003	0.0317
179	0.0337	0.0003	0.0333

180	0.0346	0.0003	0.0342
181	0.0366	0.0004	0.0362
182	0.0377	0.0004	0.0373
183	0.0403	0.0004	0.0399
184	0.0419	0.0004	0.0414
185	0.0522	0.0005	0.0517
186	0.0544	0.0005	0.0539
187	0.0598	0.0006	0.0592
188	0.0634	0.0006	0.0627
189	0.0715	0.0007	0.0708
190	0.0785	0.0008	0.0777
191	0.1031	0.0008	0.1023
192	0.1318	0.0008	0.1309
193	0.2904	0.0008	0.2895
194	0.0881	0.0008	0.0873
195	0.0675	0.0007	0.0668
196	0.0569	0.0006	0.0563
197	0.0436	0.0004	0.0431
198	0.0390	0.0004	0.0386
199	0.0355	0.0004	0.0352
200	0.0328	0.0003	0.0325
201	0.0307	0.0003	0.0304
202	0.0289	0.0003	0.0286
203	0.0274	0.0003	0.0271
204	0.0260	0.0003	0.0258
205	0.0243	0.0002	0.0240
206	0.0233	0.0002	0.0230
207	0.0224	0.0002	0.0222
208	0.0216	0.0002	0.0214
209	0.0209	0.0002	0.0206
210	0.0202	0.0002	0.0200
211	0.0196	0.0002	0.0194
212	0.0190	0.0002	0.0189
213	0.0185	0.0002	0.0183
214	0.0181	0.0002	0.0179
215	0.0176	0.0002	0.0174
216	0.0172	0.0002	0.0170
217	0.0150	0.0002	0.0149
218	0.0147	0.0001	0.0145
219	0.0144	0.0001	0.0142
220	0.0140	0.0001	0.0139
221	0.0138	0.0001	0.0136
222	0.0135	0.0001	0.0133
223	0.0132	0.0001	0.0131
224	0.0130	0.0001	0.0128
225	0.0127	0.0001	0.0126

226	0.0125	0.0001	0.0124
227	0.0123	0.0001	0.0122
228	0.0121	0.0001	0.0120
229	0.0119	0.0001	0.0118
230	0.0117	0.0001	0.0116
231	0.0115	0.0001	0.0114
232	0.0113	0.0001	0.0112
233	0.0112	0.0001	0.0111
234	0.0110	0.0001	0.0109
235	0.0109	0.0001	0.0108
236	0.0107	0.0001	0.0106
237	0.0106	0.0001	0.0105
238	0.0104	0.0001	0.0103
239	0.0103	0.0001	0.0102
240	0.0102	0.0001	0.0101
241	0.0101	0.0001	0.0100
242	0.0099	0.0001	0.0098
243	0.0098	0.0001	0.0097
244	0.0097	0.0001	0.0096
245	0.0096	0.0001	0.0095
246	0.0095	0.0001	0.0094
247	0.0094	0.0001	0.0093
248	0.0093	0.0001	0.0092
249	0.0092	0.0001	0.0091
250	0.0091	0.0001	0.0090
251	0.0090	0.0001	0.0089
252	0.0089	0.0001	0.0088
253	0.0088	0.0001	0.0087
254	0.0087	0.0001	0.0087
255	0.0087	0.0001	0.0086
256	0.0086	0.0001	0.0085
257	0.0085	0.0001	0.0084
258	0.0084	0.0001	0.0083
259	0.0084	0.0001	0.0083
260	0.0083	0.0001	0.0082
261	0.0082	0.0001	0.0081
262	0.0081	0.0001	0.0081
263	0.0081	0.0001	0.0080
264	0.0080	0.0001	0.0079
265	0.0079	0.0001	0.0079
266	0.0079	0.0001	0.0078
267	0.0078	0.0001	0.0077
268	0.0078	0.0001	0.0077
269	0.0077	0.0001	0.0076
270	0.0076	0.0001	0.0076
271	0.0076	0.0001	0.0075

272	0.0075	0.0001	0.0075
273	0.0075	0.0001	0.0074
274	0.0074	0.0001	0.0073
275	0.0074	0.0001	0.0073
276	0.0073	0.0001	0.0072
277	0.0073	0.0001	0.0072
278	0.0072	0.0001	0.0071
279	0.0072	0.0001	0.0071
280	0.0071	0.0001	0.0070
281	0.0071	0.0001	0.0070
282	0.0070	0.0001	0.0070
283	0.0070	0.0001	0.0069
284	0.0069	0.0001	0.0069
285	0.0069	0.0001	0.0068
286	0.0068	0.0001	0.0068
287	0.0068	0.0001	0.0067
288	0.0068	0.0001	0.0067

TOTAL STORM RAINFALL(INCHES) = 4.65
TOTAL SOIL-LOSS(INCHES) = 0.04
TOTAL EFFECTIVE RAINFALL(INCHES) = 4.61

TOTAL SOIL-LOSS VOLUME(ACRE-FEET) = 0.1799
TOTAL STORM RUNOFF VOLUME(ACRE-FEET) = 18.9509

==========

2 4 - H O U R S T O R M
R U N O F F H Y D R O G R A P H

==========

HYDROGRAPH IN FIVE-MINUTE UNIT INTERVALS(CFS)
(Note: Time indicated is at END of Each Unit Intervals)

TIME(HRS)	VOLUME(AF)	Q(CFS)	0.	50.0	100.0	150.0	200.0
0.083	0.0018	0.26	Q	.	.	.	.
0.167	0.0140	1.77	Q	.	.	.	.
0.250	0.0347	3.00	Q	.	.	.	.
0.333	0.0585	3.46	Q	.	.	.	.
0.417	0.0842	3.73	Q	.	.	.	.
0.500	0.1109	3.88	Q	.	.	.	.
0.583	0.1381	3.95	Q	.	.	.	.
0.667	0.1655	3.98	Q	.	.	.	.
0.750	0.1931	4.01	Q	.	.	.	.
0.833	0.2209	4.03	Q	.	.	.	.
0.917	0.2489	4.06	Q	.	.	.	.
1.000	0.2770	4.09	Q	.	.	.	.
1.083	0.3053	4.11	Q	.	.	.	.
1.167	0.3336	4.12	Q	.	.	.	.
1.250	0.3621	4.13	Q	.	.	.	.
1.333	0.3907	4.15	Q	.	.	.	.
1.417	0.4193	4.16	Q	.	.	.	.
1.500	0.4481	4.17	Q	.	.	.	.
1.583	0.4769	4.19	QV	.	.	.	.
1.667	0.5058	4.20	QV	.	.	.	.
1.750	0.5349	4.22	QV	.	.	.	.
1.833	0.5640	4.23	QV	.	.	.	.
1.917	0.5932	4.24	QV	.	.	.	.
2.000	0.6226	4.26	QV	.	.	.	.
2.083	0.6520	4.27	QV	.	.	.	.
2.167	0.6815	4.29	QV	.	.	.	.
2.250	0.7111	4.30	QV	.	.	.	.
2.333	0.7409	4.32	QV	.	.	.	.
2.417	0.7707	4.33	QV	.	.	.	.
2.500	0.8007	4.35	QV	.	.	.	.
2.583	0.8307	4.36	QV	.	.	.	.
2.667	0.8609	4.38	QV	.	.	.	.
2.750	0.8912	4.39	QV	.	.	.	.
2.833	0.9215	4.41	QV	.	.	.	.
2.917	0.9520	4.43	Q V	.	.	.	.

3.000	0.9826	4.44	Q V	.	.	.	.
3.083	1.0133	4.46	Q V	.	.	.	.
3.167	1.0442	4.48	Q V	.	.	.	.
3.250	1.0751	4.49	Q V	.	.	.	.
3.333	1.1062	4.51	Q V	.	.	.	.
3.417	1.1373	4.53	Q V	.	.	.	.
3.500	1.1686	4.54	Q V	.	.	.	.
3.583	1.2001	4.56	Q V	.	.	.	.
3.667	1.2316	4.58	Q V	.	.	.	.
3.750	1.2633	4.60	Q V	.	.	.	.
3.833	1.2950	4.62	Q V	.	.	.	.
3.917	1.3270	4.63	Q V	.	.	.	.
4.000	1.3590	4.65	Q V	.	.	.	.
4.083	1.3912	4.67	Q V	.	.	.	.
4.167	1.4234	4.69	Q V	.	.	.	.
4.250	1.4559	4.71	Q V	.	.	.	.
4.333	1.4884	4.73	Q V	.	.	.	.
4.417	1.5211	4.75	Q V	.	.	.	.
4.500	1.5539	4.77	Q V	.	.	.	.
4.583	1.5869	4.79	Q V	.	.	.	.
4.667	1.6200	4.81	Q V	.	.	.	.
4.750	1.6532	4.83	Q V	.	.	.	.
4.833	1.6866	4.85	Q V	.	.	.	.
4.917	1.7202	4.87	Q V	.	.	.	.
5.000	1.7538	4.89	Q V	.	.	.	.
5.083	1.7876	4.91	Q V	.	.	.	.
5.167	1.8216	4.93	Q V	.	.	.	.
5.250	1.8557	4.95	Q V	.	.	.	.
5.333	1.8900	4.98	Q V	.	.	.	.
5.417	1.9244	5.00	Q V	.	.	.	.
5.500	1.9590	5.02	.Q V	.	.	.	.
5.583	1.9937	5.04	.Q V	.	.	.	.
5.667	2.0286	5.07	.Q V	.	.	.	.
5.750	2.0637	5.09	.Q V	.	.	.	.
5.833	2.0989	5.11	.Q V	.	.	.	.
5.917	2.1343	5.14	.Q V	.	.	.	.
6.000	2.1698	5.16	.Q V	.	.	.	.
6.083	2.2055	5.19	.Q V	.	.	.	.
6.167	2.2414	5.21	.Q V	.	.	.	.
6.250	2.2775	5.24	.Q V	.	.	.	.
6.333	2.3137	5.26	.Q V	.	.	.	.
6.417	2.3502	5.29	.Q V	.	.	.	.
6.500	2.3868	5.32	.Q V	.	.	.	.
6.583	2.4236	5.34	.Q V	.	.	.	.
6.667	2.4605	5.37	.Q V	.	.	.	.
6.750	2.4977	5.40	.Q V	.	.	.	.

```
 6.833      2.5351      5.42  .Q   V    .         .         .         .
 6.917      2.5726      5.45  .Q   V    .         .         .         .
 7.000      2.6104      5.48  .Q   V    .         .         .         .
 7.083      2.6483      5.51  .Q   V    .         .         .         .
 7.167      2.6864      5.54  .Q   V    .         .         .         .
 7.250      2.7248      5.57  .Q   V    .         .         .         .
 7.333      2.7634      5.60  .Q   V    .         .         .         .
 7.417      2.8021      5.63  .Q   V    .         .         .         .
 7.500      2.8411      5.66  .Q   V    .         .         .         .
 7.583      2.8804      5.69  .Q    V   .         .         .         .
 7.667      2.9198      5.73  .Q    V   .         .         .         .
 7.750      2.9594      5.76  .Q    V   .         .         .         .
 7.833      2.9993      5.79  .Q    V   .         .         .         .
 7.917      3.0395      5.83  .Q    V   .         .         .         .
 8.000      3.0798      5.86  .Q    V   .         .         .         .
 8.083      3.1204      5.89  .Q    V   .         .         .         .
 8.167      3.1613      5.93  .Q    V   .         .         .         .
 8.250      3.2023      5.97  .Q    V   .         .         .         .
 8.333      3.2437      6.00  .Q    V   .         .         .         .
 8.417      3.2853      6.04  .Q    V   .         .         .         .
 8.500      3.3271      6.08  .Q     V  .         .         .         .
 8.583      3.3693      6.12  .Q     V  .         .         .         .
 8.667      3.4117      6.16  .Q     V  .         .         .         .
 8.750      3.4543      6.20  .Q     V  .         .         .         .
 8.833      3.4973      6.24  .Q     V  .         .         .         .
 8.917      3.5405      6.28  .Q     V  .         .         .         .
 9.000      3.5840      6.32  .Q     V  .         .         .         .
 9.083      3.6279      6.36  .Q     V  .         .         .         .
 9.167      3.6720      6.41  .Q     V  .         .         .         .
 9.250      3.7164      6.45  .Q     V  .         .         .         .
 9.333      3.7611      6.50  .Q     V  .         .         .         .
 9.417      3.8062      6.54  .Q      V .         .         .         .
 9.500      3.8516      6.59  .Q      V .         .         .         .
 9.583      3.8973      6.64  .Q      V .         .         .         .
 9.667      3.9433      6.69  .Q      V .         .         .         .
 9.750      3.9897      6.74  .Q      V .         .         .         .
 9.833      4.0365      6.79  .Q      V .         .         .         .
 9.917      4.0836      6.84  .Q      V .         .         .         .
10.000      4.1310      6.89  .Q      V .         .         .         .
10.083      4.1789      6.95  .Q      V .         .         .         .
10.167      4.2271      7.00  .Q      V .         .         .         .
10.250      4.2757      7.06  .Q       V.         .         .         .
10.333      4.3247      7.12  .Q       V.         .         .         .
10.417      4.3742      7.18  .Q       V.         .         .         .
10.500      4.4240      7.24  .Q       V.         .         .         .
10.583      4.4743      7.30  .Q       V.         .         .         .
```

```
10.667      4.5250      7.36  .Q      V.         .         .         .
10.750      4.5761      7.43  .Q      V.         .         .         .
10.833      4.6278      7.50  .Q      V.         .         .         .
10.917      4.6798      7.56  .Q      V.         .         .         .
11.000      4.7324      7.63  .Q      V.         .         .         .
11.083      4.7855      7.70  .Q       V         .         .         .
11.167      4.8390      7.78  .Q       V         .         .         .
11.250      4.8931      7.85  .Q       V         .         .         .
11.333      4.9477      7.93  .Q       V         .         .         .
11.417      5.0029      8.01  .Q       V         .         .         .
11.500      5.0586      8.09  .Q       V         .         .         .
11.583      5.1150      8.18  .Q       V         .         .         .
11.667      5.1719      8.27  .Q       V         .         .         .
11.750      5.2294      8.35  .Q       .V        .         .         .
11.833      5.2876      8.45  .Q       .V        .         .         .
11.917      5.3464      8.54  .Q       .V        .         .         .
12.000      5.4059      8.64  .Q       .V        .         .         .
12.083      5.4665      8.81  .Q       .V        .         .         .
12.167      5.5307      9.31  .Q       .V        .         .         .
12.250      5.5978      9.74  .Q       .V        .         .         .
12.333      5.6665      9.98  .Q       .V        .         .         .
12.417      5.7365     10.16  . Q      . V       .         .         .
12.500      5.8076     10.32  . Q      . V       .         .         .
12.583      5.8797     10.46  . Q      . V       .         .         .
12.667      5.9527     10.60  . Q      . V       .         .         .
12.750      6.0266     10.73  . Q      . V       .         .         .
12.833      6.1015     10.88  . Q      . V       .         .         .
12.917      6.1775     11.03  . Q      .  V      .         .         .
13.000      6.2545     11.19  . Q      .  V      .         .         .
13.083      6.3326     11.34  . Q      .  V      .         .         .
13.167      6.4119     11.51  . Q      .  V      .         .         .
13.250      6.4923     11.67  . Q      .  V      .         .         .
13.333      6.5740     11.86  . Q      .  V      .         .         .
13.417      6.6569     12.04  . Q      .   V     .         .         .
13.500      6.7412     12.24  . Q      .   V     .         .         .
13.583      6.8268     12.44  . Q      .   V     .         .         .
13.667      6.9140     12.66  . Q      .   V     .         .         .
13.750      7.0027     12.88  . Q      .   V     .         .         .
13.833      7.0931     13.12  . Q      .   V     .         .         .
13.917      7.1851     13.37  . Q      .    V    .         .         .
14.000      7.2791     13.64  . Q      .    V    .         .         .
14.083      7.3750     13.93  . Q      .    V    .         .         .
14.167      7.4741     14.38  . Q      .    V    .         .         .
14.250      7.5761     14.81  . Q      .    V    .         .         .
14.333      7.6807     15.20  .  Q     .     V   .         .         .
14.417      7.7880     15.57  .  Q     .     V   .         .         .
```

```
14.500      7.8981     15.99  .  Q      .     V   .         .         .
14.583      8.0110     16.40  .  Q      .     V   .         .         .
14.667      8.1272     16.87  .  Q      .      V  .         .         .
14.750      8.2466     17.34  .  Q      .      V  .         .         .
14.833      8.3699     17.90  .  Q      .      V  .         .         .
14.917      8.4971     18.47  .  Q      .      V  .         .         .
15.000      8.6289     19.14  .  Q      .       V .         .         .
15.083      8.7655     19.83  .  Q      .       V .         .         .
15.167      8.9078     20.67  .   Q     .       V .         .         .
15.250      9.0562     21.55  .   Q     .        V.         .         .
15.333      9.2120     22.62  .   Q     .        V.         .         .
15.417      9.3776     24.04  .   Q     .        V.         .         .
15.500      9.5636     27.01  .    Q    .         V         .         .
15.583      9.7692     29.85  .    Q    .         V         .         .
15.667      9.9925     32.44  .     Q   .         .V        .         .
15.750     10.2345     35.13  .      Q  .         .V        .         .
15.833     10.5001     38.57  .      Q  .         . V       .         .
15.917     10.7975     43.18  .       Q .         . V       .         .
16.000     11.1556     52.00  .         Q         .  V      .         .
16.083     11.6388     70.16  .          .   Q     .   V     .         .
16.167     12.3660    105.59  .          .         .Q    V   .         .
16.250     12.9939     91.16  .          .       Q .      V  .         .
16.333     13.4189     61.71  .          . Q       .       V .         .
16.417     13.7504     48.14  .        Q.          .        V.         .
16.500     14.0099     37.68  .      Q  .          .        V.         .
16.583     14.2164     29.98  .    Q    .          .         V         .
16.667     14.3895     25.12  .    Q    .          .         V         .
16.750     14.5451     22.59  .   Q     .          .         V         .
16.833     14.6880     20.75  .   Q     .          .         .V        .
16.917     14.8208     19.29  .  Q      .          .         .V        .
17.000     14.9452     18.06  .  Q      .          .         .V        .
17.083     15.0608     16.78  .  Q      .          .         .V        .
17.167     15.1679     15.55  .  Q      .          .         . V       .
17.250     15.2689     14.67  . Q       .          .         . V       .
17.333     15.3651     13.98  . Q       .          .         . V       .
17.417     15.4573     13.39  . Q       .          .         . V       .
17.500     15.5460     12.88  . Q       .          .         . V       .
17.583     15.6316     12.43  . Q       .          .         . V       .
17.667     15.7144     12.02  . Q       .          .         .  V      .
17.750     15.7947     11.66  . Q       .          .         .  V      .
17.833     15.8726     11.32  . Q       .          .         .  V      .
17.917     15.9485     11.01  . Q       .          .         .  V      .
18.000     16.0223     10.72  . Q       .          .         .  V      .
18.083     16.0939     10.39  . Q       .          .         .  V      .
18.167     16.1610      9.74  .Q        .          .         .   V     .
18.250     16.2243      9.19  .Q        .          .         .   V     .
```

```
18.333     16.2853      8.86  .Q        .         .         .   V      .
18.417     16.3444      8.59  .Q        .         .         .   V      .
18.500     16.4021      8.37  .Q        .         .         .   V      .
18.583     16.4584      8.18  .Q        .         .         .   V      .
18.667     16.5135      8.01  .Q        .         .         .   V      .
18.750     16.5676      7.85  .Q        .         .         .   V      .
18.833     16.6206      7.69  .Q        .         .         .    V     .
18.917     16.6726      7.55  .Q        .         .         .    V     .
19.000     16.7236      7.41  .Q        .         .         .    V     .
19.083     16.7738      7.28  .Q        .         .         .    V     .
19.167     16.8231      7.16  .Q        .         .         .    V     .
19.250     16.8716      7.04  .Q        .         .         .    V     .
19.333     16.9193      6.93  .Q        .         .         .    V     .
19.417     16.9663      6.82  .Q        .         .         .    V     .
19.500     17.0126      6.72  .Q        .         .         .    V     .
19.583     17.0582      6.62  .Q        .         .         .     V    .
19.667     17.1032      6.53  .Q        .         .         .     V    .
19.750     17.1475      6.44  .Q        .         .         .     V    .
19.833     17.1912      6.35  .Q        .         .         .     V    .
19.917     17.2344      6.26  .Q        .         .         .     V    .
20.000     17.2770      6.18  .Q        .         .         .     V    .
20.083     17.3190      6.10  .Q        .         .         .     V    .
20.167     17.3605      6.03  .Q        .         .         .     V    .
20.250     17.4016      5.96  .Q        .         .         .     V    .
20.333     17.4421      5.88  .Q        .         .         .     V    .
20.417     17.4821      5.82  .Q        .         .         .     V    .
20.500     17.5217      5.75  .Q        .         .         .     V    .
20.583     17.5609      5.68  .Q        .         .         .      V   .
20.667     17.5996      5.62  .Q        .         .         .      V   .
20.750     17.6379      5.56  .Q        .         .         .      V   .
20.833     17.6757      5.50  .Q        .         .         .      V   .
20.917     17.7132      5.44  .Q        .         .         .      V   .
21.000     17.7503      5.39  .Q        .         .         .      V   .
21.083     17.7871      5.33  .Q        .         .         .      V   .
21.167     17.8234      5.28  .Q        .         .         .      V   .
21.250     17.8594      5.23  .Q        .         .         .      V   .
21.333     17.8951      5.18  .Q        .         .         .      V   .
21.417     17.9304      5.13  .Q        .         .         .      V   .
21.500     17.9654      5.08  .Q        .         .         .      V   .
21.583     18.0001      5.04  .Q        .         .         .      V   .
21.667     18.0345      4.99  Q         .         .         .       V  .
21.750     18.0685      4.95  Q         .         .         .       V  .
21.833     18.1023      4.90  Q         .         .         .       V  .
21.917     18.1358      4.86  Q         .         .         .       V  .
22.000     18.1690      4.82  Q         .         .         .       V  .
22.083     18.2019      4.78  Q         .         .         .       V  .
```

```
   22.167     18.2345      4.74  Q          .          .          .       V .
   22.250     18.2669      4.70  Q          .          .          .       V .
   22.333     18.2990      4.66  Q          .          .          .       V .
   22.417     18.3309      4.63  Q          .          .          .       V .
   22.500     18.3625      4.59  Q          .          .          .       V .
   22.583     18.3939      4.56  Q          .          .          .       V .
   22.667     18.4250      4.52  Q          .          .          .       V .
   22.750     18.4559      4.49  Q          .          .          .       V .
   22.833     18.4866      4.45  Q          .          .          .        V.
   22.917     18.5171      4.42  Q          .          .          .        V.
   23.000     18.5473      4.39  Q          .          .          .        V.
   23.083     18.5773      4.36  Q          .          .          .        V.
   23.167     18.6071      4.33  Q          .          .          .        V.
   23.250     18.6367      4.30  Q          .          .          .        V.
   23.333     18.6661      4.27  Q          .          .          .        V.
   23.417     18.6953      4.24  Q          .          .          .        V.
   23.500     18.7243      4.21  Q          .          .          .        V.
   23.583     18.7531      4.18  Q          .          .          .        V.
   23.667     18.7817      4.16  Q          .          .          .        V.
   23.750     18.8102      4.13  Q          .          .          .        V.
   23.833     18.8384      4.10  Q          .          .          .        V.
   23.917     18.8665      4.08  Q          .          .          .        V.
   24.000     18.8944      4.05  Q          .          .          .        V.
   24.083     18.9203      3.76  Q          .          .          .        V.
   24.167     18.9357      2.23  Q          .          .          .        V.
   24.250     18.9426      1.00  Q          .          .          .        V.
   24.333     18.9463      0.54  Q          .          .          .        V.
   24.417     18.9482      0.28  Q          .          .          .        V.
   24.500     18.9492      0.14  Q          .          .          .        V.
   24.583     18.9497      0.08  Q          .          .          .        V.
   24.667     18.9502      0.06  Q          .          .          .        V.
   24.750     18.9505      0.05  Q          .          .          .        V.
   24.833     18.9507      0.03  Q          .          .          .        V.
   24.917     18.9509      0.02  Q          .          .          .        V.
   25.000     18.9509      0.01  Q          .          .          .         V
-------------------------------------------------------------------------------
---
    TIME DURATION(minutes) OF PERCENTILES OF ESTIMATED PEAK FLOW RATE:
    (Note: 100% of Peak Flow Rate estimate assumed to have
    an instantaneous time duration)

    Percentile of Estimated                Duration
        Peak Flow Rate                     (minutes)
    ======================                 =========
              0%                            1500.0
             10%                             325.0
```

20%	95.0
30%	55.0
40%	35.0
50%	20.0
60%	15.0
70%	10.0
80%	10.0
90%	5.0

==========

END OF FLOODSCx ROUTING ANALYSIS

```
**************************************************************************

            F L O O D    R O U T I N G    A N A L Y S I S
          USING COUNTY HYDROLOGY MANUAL OF SAN BERNARDINO(1986)
         (c) Copyright 1989-2015 Advanced Engineering Software (aes)
             Ver. 22.0  Release Date: 07/01/2015  License ID 1673

                          Analysis prepared by:




 ************************* DESCRIPTION OF STUDY *************************
* WREN UH 100 YEAR                                                      *
*                                                                       *
*                                                                       *
 ************************************************************************

  FILE NAME: WREN.DAT
  TIME/DATE OF STUDY: 13:12 03/20/2019


**************************************************************************
  FLOW PROCESS FROM NODE    100.00 TO NODE    101.00 IS CODE =   1
--------------------------------------------------------------------------
  >>>>>SUBAREA RUNOFF (UNIT-HYDROGRAPH ANALYSIS)<<<<<
==========================================================================

      (UNIT-HYDROGRAPH ADDED TO STREAM #1)

         WATERCOURSE LENGTH =    2278.000 FEET
         LENGTH FROM CONCENTRATION POINT TO CENTROID =    1522.000 FEET
         ELEVATION VARIATION ALONG WATERCOURSE =     414.000 FEET
         BASIN FACTOR = 0.050
         WATERSHED AREA =      36.700 ACRES
         BASEFLOW =   0.000 CFS/SQUARE-MILE
         WATERCOURSE "LAG" TIME =    0.147 HOURS
          CAUTION: LAG TIME IS LESS THAN 0.50 HOURS.
          THE 5-MINUTE PERIOD UH MODEL (USED IN THIS COMPUTER PROGRAM)
          MAY BE TOO LARGE FOR PEAK FLOW ESTIMATES.
         FOOTHILL S-GRAPH SELECTED
         MAXIMUM WATERSHED LOSS RATE(INCH/HOUR) =  0.010
         LOW LOSS FRACTION = 0.010
```

HYDROGRAPH MODEL #1 SPECIFIED

SPECIFIED PEAK 5-MINUTES RAINFALL(INCH)= 0.29
SPECIFIED PEAK 30-MINUTES RAINFALL(INCH)= 0.76
SPECIFIED PEAK 1-HOUR RAINFALL(INCH) = 1.12
SPECIFIED PEAK 3-HOUR RAINFALL(INCH) = 1.89
SPECIFIED PEAK 6-HOUR RAINFALL(INCH) = 2.61
SPECIFIED PEAK 24-HOUR RAINFALL(INCH) = 4.65

PRECIPITATION DEPTH-AREA REDUCTION FACTORS:
  5-MINUTE FACTOR = 0.998
 30-MINUTE FACTOR = 0.998
  1-HOUR FACTOR = 0.998
  3-HOUR FACTOR = 1.000
  6-HOUR FACTOR = 1.000
 24-HOUR FACTOR = 1.000

UNIT HYDROGRAPH TIME UNIT =   5.000 MINUTES
UNIT INTERVAL PERCENTAGE OF LAG-TIME = 56.526

UNIT HYDROGRAPH DETERMINATION

INTERVAL NUMBER	"S" GRAPH MEAN VALUES	UNIT HYDROGRAPH ORDINATES(CFS)
1	5.147	22.845
2	33.006	123.647
3	68.609	158.023
4	81.633	57.805
5	89.155	33.386
6	93.851	20.844
7	96.611	12.250
8	98.023	6.266
9	98.365	1.516
10	98.657	1.297
11	98.949	1.298
12	99.242	1.297
13	99.534	1.297
14	99.826	1.297
15	100.000	0.771

UNIT PERIOD (NUMBER)	UNIT RAINFALL (INCHES)	UNIT SOIL-LOSS (INCHES)	EFFECTIVE RAINFALL (INCHES)
1	0.0067	0.0001	0.0067
2	0.0067	0.0001	0.0067
3	0.0068	0.0001	0.0067
4	0.0068	0.0001	0.0067
5	0.0068	0.0001	0.0067
6	0.0068	0.0001	0.0068
7	0.0069	0.0001	0.0068
8	0.0069	0.0001	0.0068
9	0.0069	0.0001	0.0068
10	0.0069	0.0001	0.0068
11	0.0069	0.0001	0.0069
12	0.0070	0.0001	0.0069
13	0.0070	0.0001	0.0069
14	0.0070	0.0001	0.0069
15	0.0070	0.0001	0.0070
16	0.0071	0.0001	0.0070
17	0.0071	0.0001	0.0070
18	0.0071	0.0001	0.0070
19	0.0071	0.0001	0.0071
20	0.0071	0.0001	0.0071
21	0.0072	0.0001	0.0071
22	0.0072	0.0001	0.0071
23	0.0072	0.0001	0.0072
24	0.0072	0.0001	0.0072
25	0.0073	0.0001	0.0072
26	0.0073	0.0001	0.0072
27	0.0073	0.0001	0.0073
28	0.0073	0.0001	0.0073
29	0.0074	0.0001	0.0073
30	0.0074	0.0001	0.0073
31	0.0074	0.0001	0.0074
32	0.0075	0.0001	0.0074
33	0.0075	0.0001	0.0074
34	0.0075	0.0001	0.0074
35	0.0075	0.0001	0.0075
36	0.0076	0.0001	0.0075
37	0.0076	0.0001	0.0075
38	0.0076	0.0001	0.0075
39	0.0077	0.0001	0.0076
40	0.0077	0.0001	0.0076
41	0.0077	0.0001	0.0076

42	0.0077	0.0001	0.0077
43	0.0078	0.0001	0.0077
44	0.0078	0.0001	0.0077
45	0.0078	0.0001	0.0078
46	0.0079	0.0001	0.0078
47	0.0079	0.0001	0.0078
48	0.0079	0.0001	0.0078
49	0.0080	0.0001	0.0079
50	0.0080	0.0001	0.0079
51	0.0080	0.0001	0.0080
52	0.0081	0.0001	0.0080
53	0.0081	0.0001	0.0080
54	0.0081	0.0001	0.0080
55	0.0082	0.0001	0.0081
56	0.0082	0.0001	0.0081
57	0.0082	0.0001	0.0082
58	0.0083	0.0001	0.0082
59	0.0083	0.0001	0.0082
60	0.0083	0.0001	0.0082
61	0.0084	0.0001	0.0083
62	0.0084	0.0001	0.0083
63	0.0085	0.0001	0.0084
64	0.0085	0.0001	0.0084
65	0.0085	0.0001	0.0084
66	0.0086	0.0001	0.0085
67	0.0086	0.0001	0.0085
68	0.0086	0.0001	0.0086
69	0.0087	0.0001	0.0086
70	0.0087	0.0001	0.0086
71	0.0088	0.0001	0.0087
72	0.0088	0.0001	0.0087
73	0.0089	0.0001	0.0088
74	0.0089	0.0001	0.0088
75	0.0090	0.0001	0.0089
76	0.0090	0.0001	0.0089
77	0.0090	0.0001	0.0089
78	0.0091	0.0001	0.0090
79	0.0091	0.0001	0.0090
80	0.0092	0.0001	0.0091
81	0.0092	0.0001	0.0091
82	0.0093	0.0001	0.0092
83	0.0093	0.0001	0.0092
84	0.0094	0.0001	0.0093
85	0.0094	0.0001	0.0093
86	0.0095	0.0001	0.0094
87	0.0095	0.0001	0.0094

88	0.0096	0.0001	0.0095
89	0.0096	0.0001	0.0095
90	0.0097	0.0001	0.0096
91	0.0097	0.0001	0.0096
92	0.0098	0.0001	0.0097
93	0.0099	0.0001	0.0098
94	0.0099	0.0001	0.0098
95	0.0100	0.0001	0.0099
96	0.0100	0.0001	0.0099
97	0.0101	0.0001	0.0100
98	0.0101	0.0001	0.0100
99	0.0102	0.0001	0.0101
100	0.0103	0.0001	0.0102
101	0.0104	0.0001	0.0103
102	0.0104	0.0001	0.0103
103	0.0105	0.0001	0.0104
104	0.0105	0.0001	0.0104
105	0.0106	0.0001	0.0105
106	0.0107	0.0001	0.0106
107	0.0108	0.0001	0.0107
108	0.0108	0.0001	0.0107
109	0.0109	0.0001	0.0108
110	0.0110	0.0001	0.0109
111	0.0111	0.0001	0.0110
112	0.0111	0.0001	0.0110
113	0.0112	0.0001	0.0111
114	0.0113	0.0001	0.0112
115	0.0114	0.0001	0.0113
116	0.0115	0.0001	0.0113
117	0.0116	0.0001	0.0115
118	0.0116	0.0001	0.0115
119	0.0118	0.0001	0.0116
120	0.0118	0.0001	0.0117
121	0.0120	0.0001	0.0118
122	0.0120	0.0001	0.0119
123	0.0122	0.0001	0.0120
124	0.0122	0.0001	0.0121
125	0.0124	0.0001	0.0122
126	0.0124	0.0001	0.0123
127	0.0126	0.0001	0.0125
128	0.0127	0.0001	0.0125
129	0.0128	0.0001	0.0127
130	0.0129	0.0001	0.0128
131	0.0130	0.0001	0.0129
132	0.0131	0.0001	0.0130
133	0.0133	0.0001	0.0132

134	0.0134	0.0001	0.0133
135	0.0136	0.0001	0.0134
136	0.0137	0.0001	0.0135
137	0.0139	0.0001	0.0137
138	0.0139	0.0001	0.0138
139	0.0141	0.0001	0.0140
140	0.0143	0.0001	0.0141
141	0.0145	0.0001	0.0143
142	0.0146	0.0001	0.0144
143	0.0148	0.0001	0.0147
144	0.0149	0.0001	0.0148
145	0.0169	0.0002	0.0168
146	0.0171	0.0002	0.0169
147	0.0173	0.0002	0.0172
148	0.0175	0.0002	0.0173
149	0.0178	0.0002	0.0176
150	0.0179	0.0002	0.0177
151	0.0182	0.0002	0.0180
152	0.0184	0.0002	0.0182
153	0.0187	0.0002	0.0185
154	0.0189	0.0002	0.0187
155	0.0192	0.0002	0.0190
156	0.0194	0.0002	0.0192
157	0.0198	0.0002	0.0196
158	0.0200	0.0002	0.0198
159	0.0204	0.0002	0.0202
160	0.0206	0.0002	0.0204
161	0.0211	0.0002	0.0209
162	0.0213	0.0002	0.0211
163	0.0218	0.0002	0.0216
164	0.0221	0.0002	0.0219
165	0.0227	0.0002	0.0224
166	0.0230	0.0002	0.0227
167	0.0236	0.0002	0.0234
168	0.0239	0.0002	0.0237
169	0.0252	0.0003	0.0250
170	0.0256	0.0003	0.0254
171	0.0264	0.0003	0.0262
172	0.0269	0.0003	0.0266
173	0.0278	0.0003	0.0275
174	0.0283	0.0003	0.0280
175	0.0294	0.0003	0.0291
176	0.0300	0.0003	0.0297
177	0.0313	0.0003	0.0310
178	0.0320	0.0003	0.0317
179	0.0336	0.0003	0.0333

180	0.0345	0.0003	0.0342
181	0.0365	0.0004	0.0362
182	0.0377	0.0004	0.0373
183	0.0403	0.0004	0.0399
184	0.0419	0.0004	0.0414
185	0.0522	0.0005	0.0517
186	0.0545	0.0005	0.0539
187	0.0598	0.0006	0.0592
188	0.0634	0.0006	0.0628
189	0.0715	0.0007	0.0708
190	0.0785	0.0008	0.0777
191	0.1032	0.0008	0.1023
192	0.1318	0.0008	0.1310
193	0.2905	0.0008	0.2897
194	0.0882	0.0008	0.0873
195	0.0675	0.0007	0.0669
196	0.0569	0.0006	0.0564
197	0.0436	0.0004	0.0431
198	0.0389	0.0004	0.0385
199	0.0355	0.0004	0.0351
200	0.0328	0.0003	0.0325
201	0.0306	0.0003	0.0303
202	0.0289	0.0003	0.0286
203	0.0273	0.0003	0.0271
204	0.0260	0.0003	0.0258
205	0.0243	0.0002	0.0240
206	0.0233	0.0002	0.0230
207	0.0224	0.0002	0.0222
208	0.0216	0.0002	0.0214
209	0.0209	0.0002	0.0206
210	0.0202	0.0002	0.0200
211	0.0196	0.0002	0.0194
212	0.0190	0.0002	0.0188
213	0.0185	0.0002	0.0183
214	0.0181	0.0002	0.0179
215	0.0176	0.0002	0.0174
216	0.0172	0.0002	0.0170
217	0.0150	0.0002	0.0149
218	0.0147	0.0001	0.0145
219	0.0144	0.0001	0.0142
220	0.0140	0.0001	0.0139
221	0.0138	0.0001	0.0136
222	0.0135	0.0001	0.0133
223	0.0132	0.0001	0.0131
224	0.0130	0.0001	0.0128
225	0.0127	0.0001	0.0126

226	0.0125	0.0001	0.0124
227	0.0123	0.0001	0.0122
228	0.0121	0.0001	0.0120
229	0.0119	0.0001	0.0118
230	0.0117	0.0001	0.0116
231	0.0115	0.0001	0.0114
232	0.0113	0.0001	0.0112
233	0.0112	0.0001	0.0111
234	0.0110	0.0001	0.0109
235	0.0109	0.0001	0.0108
236	0.0107	0.0001	0.0106
237	0.0106	0.0001	0.0105
238	0.0104	0.0001	0.0103
239	0.0103	0.0001	0.0102
240	0.0102	0.0001	0.0101
241	0.0101	0.0001	0.0100
242	0.0099	0.0001	0.0098
243	0.0098	0.0001	0.0097
244	0.0097	0.0001	0.0096
245	0.0096	0.0001	0.0095
246	0.0095	0.0001	0.0094
247	0.0094	0.0001	0.0093
248	0.0093	0.0001	0.0092
249	0.0092	0.0001	0.0091
250	0.0091	0.0001	0.0090
251	0.0090	0.0001	0.0089
252	0.0089	0.0001	0.0088
253	0.0088	0.0001	0.0087
254	0.0087	0.0001	0.0087
255	0.0087	0.0001	0.0086
256	0.0086	0.0001	0.0085
257	0.0085	0.0001	0.0084
258	0.0084	0.0001	0.0083
259	0.0084	0.0001	0.0083
260	0.0083	0.0001	0.0082
261	0.0082	0.0001	0.0081
262	0.0081	0.0001	0.0081
263	0.0081	0.0001	0.0080
264	0.0080	0.0001	0.0079
265	0.0079	0.0001	0.0079
266	0.0079	0.0001	0.0078
267	0.0078	0.0001	0.0077
268	0.0078	0.0001	0.0077
269	0.0077	0.0001	0.0076
270	0.0076	0.0001	0.0076
271	0.0076	0.0001	0.0075

272	0.0075	0.0001	0.0075
273	0.0075	0.0001	0.0074
274	0.0074	0.0001	0.0073
275	0.0074	0.0001	0.0073
276	0.0073	0.0001	0.0072
277	0.0073	0.0001	0.0072
278	0.0072	0.0001	0.0071
279	0.0072	0.0001	0.0071
280	0.0071	0.0001	0.0070
281	0.0071	0.0001	0.0070
282	0.0070	0.0001	0.0070
283	0.0070	0.0001	0.0069
284	0.0069	0.0001	0.0069
285	0.0069	0.0001	0.0068
286	0.0068	0.0001	0.0068
287	0.0068	0.0001	0.0067
288	0.0068	0.0001	0.0067

TOTAL STORM RAINFALL(INCHES) = 4.65
TOTAL SOIL-LOSS(INCHES) = 0.04
TOTAL EFFECTIVE RAINFALL(INCHES) = 4.61

TOTAL SOIL-LOSS VOLUME(ACRE-FEET) = 0.1336
TOTAL STORM RUNOFF VOLUME(ACRE-FEET) = 14.0793

==========

2 4 - H O U R S T O R M
R U N O F F H Y D R O G R A P H

==========

HYDROGRAPH IN FIVE-MINUTE UNIT INTERVALS(CFS)
(Note: Time indicated is at END of Each Unit Intervals)

TIME(HRS)	VOLUME(AF)	Q(CFS)	0.	20.0	40.0	60.0	80.0
0.083	0.0010	0.15	Q	.	.	.	.
0.167	0.0078	0.98	Q	.	.	.	.
0.250	0.0218	2.03	VQ	.	.	.	.
0.333	0.0385	2.42	VQ	.	.	.	.
0.417	0.0567	2.65	VQ	.	.	.	.
0.500	0.0760	2.80	VQ	.	.	.	.
0.583	0.0959	2.89	VQ	.	.	.	.
0.667	0.1162	2.94	VQ	.	.	.	.
0.750	0.1366	2.96	VQ	.	.	.	.
0.833	0.1571	2.98	VQ	.	.	.	.
0.917	0.1777	3.00	VQ	.	.	.	.
1.000	0.1985	3.02	VQ	.	.	.	.
1.083	0.2194	3.03	VQ	.	.	.	.
1.167	0.2404	3.05	VQ	.	.	.	.
1.250	0.2615	3.07	VQ	.	.	.	.
1.333	0.2827	3.08	VQ	.	.	.	.
1.417	0.3040	3.09	VQ	.	.	.	.
1.500	0.3253	3.10	VQ	.	.	.	.
1.583	0.3467	3.11	VQ	.	.	.	.
1.667	0.3682	3.12	.Q	.	.	.	.
1.750	0.3897	3.13	.Q	.	.	.	.
1.833	0.4113	3.14	.Q	.	.	.	.
1.917	0.4330	3.15	.Q	.	.	.	.
2.000	0.4548	3.16	.Q	.	.	.	.
2.083	0.4766	3.17	.Q	.	.	.	.
2.167	0.4985	3.18	.Q	.	.	.	.
2.250	0.5205	3.19	.Q	.	.	.	.
2.333	0.5426	3.20	.Q	.	.	.	.
2.417	0.5647	3.22	.Q	.	.	.	.
2.500	0.5870	3.23	.Q	.	.	.	.
2.583	0.6093	3.24	.Q	.	.	.	.
2.667	0.6316	3.25	.Q	.	.	.	.
2.750	0.6541	3.26	.Q	.	.	.	.
2.833	0.6766	3.27	.Q	.	.	.	.
2.917	0.6993	3.28	.Q	.	.	.	.

```
3.000      0.7220      3.30  .QV       .         .         .         .
3.083      0.7448      3.31  .QV       .         .         .         .
3.167      0.7676      3.32  .QV       .         .         .         .
3.250      0.7906      3.33  .QV       .         .         .         .
3.333      0.8136      3.35  .QV       .         .         .         .
3.417      0.8368      3.36  .QV       .         .         .         .
3.500      0.8600      3.37  .QV       .         .         .         .
3.583      0.8833      3.38  .QV       .         .         .         .
3.667      0.9067      3.40  .QV       .         .         .         .
3.750      0.9302      3.41  .QV       .         .         .         .
3.833      0.9538      3.42  .QV       .         .         .         .
3.917      0.9774      3.44  .QV       .         .         .         .
4.000      1.0012      3.45  .QV       .         .         .         .
4.083      1.0251      3.46  .QV       .         .         .         .
4.167      1.0490      3.48  .QV       .         .         .         .
4.250      1.0731      3.49  .Q V      .         .         .         .
4.333      1.0972      3.51  .Q V      .         .         .         .
4.417      1.1215      3.52  .Q V      .         .         .         .
4.500      1.1458      3.54  .Q V      .         .         .         .
4.583      1.1703      3.55  .Q V      .         .         .         .
4.667      1.1948      3.57  .Q V      .         .         .         .
4.750      1.2195      3.58  .Q V      .         .         .         .
4.833      1.2443      3.60  .Q V      .         .         .         .
4.917      1.2691      3.61  .Q V      .         .         .         .
5.000      1.2941      3.63  .Q V      .         .         .         .
5.083      1.3192      3.64  .Q V      .         .         .         .
5.167      1.3444      3.66  .Q V      .         .         .         .
5.250      1.3697      3.67  .Q V      .         .         .         .
5.333      1.3951      3.69  .Q V      .         .         .         .
5.417      1.4206      3.71  .Q  V     .         .         .         .
5.500      1.4463      3.72  .Q  V     .         .         .         .
5.583      1.4720      3.74  .Q  V     .         .         .         .
5.667      1.4979      3.76  .Q  V     .         .         .         .
5.750      1.5239      3.78  .Q  V     .         .         .         .
5.833      1.5500      3.79  .Q  V     .         .         .         .
5.917      1.5763      3.81  .Q  V     .         .         .         .
6.000      1.6027      3.83  .Q  V     .         .         .         .
6.083      1.6291      3.85  .Q  V     .         .         .         .
6.167      1.6558      3.87  .Q  V     .         .         .         .
6.250      1.6825      3.88  .Q  V     .         .         .         .
6.333      1.7094      3.90  .Q  V     .         .         .         .
6.417      1.7364      3.92  .Q  V     .         .         .         .
6.500      1.7636      3.94  .Q   V    .         .         .         .
6.583      1.7908      3.96  .Q   V    .         .         .         .
6.667      1.8183      3.98  .Q   V    .         .         .         .
6.750      1.8458      4.00  . Q  V    .         .         .         .
```

```
 6.833      1.8735      4.02  . Q  V    .         .         .         .
 6.917      1.9014      4.04  . Q  V    .         .         .         .
 7.000      1.9294      4.06  . Q  V    .         .         .         .
 7.083      1.9575      4.09  . Q  V    .         .         .         .
 7.167      1.9858      4.11  . Q  V    .         .         .         .
 7.250      2.0142      4.13  . Q  V    .         .         .         .
 7.333      2.0428      4.15  . Q  V    .         .         .         .
 7.417      2.0716      4.18  . Q  V    .         .         .         .
 7.500      2.1005      4.20  . Q  V    .         .         .         .
 7.583      2.1296      4.22  . Q   V   .         .         .         .
 7.667      2.1588      4.25  . Q   V   .         .         .         .
 7.750      2.1882      4.27  . Q   V   .         .         .         .
 7.833      2.2178      4.29  . Q   V   .         .         .         .
 7.917      2.2475      4.32  . Q   V   .         .         .         .
 8.000      2.2775      4.34  . Q   V   .         .         .         .
 8.083      2.3076      4.37  . Q   V   .         .         .         .
 8.167      2.3378      4.40  . Q   V   .         .         .         .
 8.250      2.3683      4.42  . Q   V   .         .         .         .
 8.333      2.3990      4.45  . Q   V   .         .         .         .
 8.417      2.4298      4.48  . Q   V   .         .         .         .
 8.500      2.4608      4.51  . Q   V   .         .         .         .
 8.583      2.4920      4.53  . Q    V  .         .         .         .
 8.667      2.5235      4.56  . Q    V  .         .         .         .
 8.750      2.5551      4.59  . Q    V  .         .         .         .
 8.833      2.5869      4.62  . Q    V  .         .         .         .
 8.917      2.6190      4.65  . Q    V  .         .         .         .
 9.000      2.6512      4.68  . Q    V  .         .         .         .
 9.083      2.6837      4.72  . Q    V  .         .         .         .
 9.167      2.7164      4.75  . Q    V  .         .         .         .
 9.250      2.7493      4.78  . Q    V  .         .         .         .
 9.333      2.7825      4.81  . Q    V  .         .         .         .
 9.417      2.8159      4.85  . Q     V .         .         .         .
 9.500      2.8495      4.88  . Q     V .         .         .         .
 9.583      2.8834      4.92  . Q     V .         .         .         .
 9.667      2.9175      4.95  . Q     V .         .         .         .
 9.750      2.9519      4.99  . Q     V .         .         .         .
 9.833      2.9865      5.03  . Q     V .         .         .         .
 9.917      3.0214      5.07  . Q     V .         .         .         .
10.000      3.0566      5.11  . Q     V .         .         .         .
10.083      3.0920      5.15  . Q     V .         .         .         .
10.167      3.1278      5.19  . Q     V .         .         .         .
10.250      3.1638      5.23  . Q     V .         .         .         .
10.333      3.2001      5.27  . Q      V.         .         .         .
10.417      3.2367      5.32  . Q      V.         .         .         .
10.500      3.2736      5.36  . Q      V.         .         .         .
10.583      3.3109      5.41  . Q      V.         .         .         .
```

```
10.667      3.3484      5.45  . Q      V.         .          .          .
10.750      3.3863      5.50  . Q      V.         .          .          .
10.833      3.4245      5.55  . Q      V.         .          .          .
10.917      3.4631      5.60  . Q      V.         .          .          .
11.000      3.5020      5.65  . Q      V.         .          .          .
11.083      3.5413      5.71  . Q       V         .          .          .
11.167      3.5810      5.76  . Q       V         .          .          .
11.250      3.6210      5.82  . Q       V         .          .          .
11.333      3.6615      5.87  . Q       V         .          .          .
11.417      3.7023      5.93  . Q       V         .          .          .
11.500      3.7436      5.99  . Q       V         .          .          .
11.583      3.7853      6.05  .  Q      V         .          .          .
11.667      3.8274      6.12  .  Q      V         .          .          .
11.750      3.8700      6.18  .  Q      V         .          .          .
11.833      3.9130      6.25  .  Q      .V        .          .          .
11.917      3.9566      6.32  .  Q      .V        .          .          .
12.000      4.0006      6.39  .  Q      .V        .          .          .
12.083      4.0454      6.51  .  Q      .V        .          .          .
12.167      4.0922      6.80  .  Q      .V        .          .          .
12.250      4.1416      7.16  .  Q      .V        .          .          .
12.333      4.1921      7.34  .  Q      .V        .          .          .
12.417      4.2437      7.49  .  Q      . V       .          .          .
12.500      4.2962      7.62  .  Q      . V       .          .          .
12.583      4.3494      7.73  .  Q      . V       .          .          .
12.667      4.4034      7.84  .  Q      . V       .          .          .
12.750      4.4581      7.94  .  Q      . V       .          .          .
12.833      4.5135      8.04  .   Q     . V       .          .          .
12.917      4.5696      8.15  .   Q     . V       .          .          .
13.000      4.6265      8.26  .   Q     .  V      .          .          .
13.083      4.6843      8.38  .   Q     .  V      .          .          .
13.167      4.7428      8.50  .   Q     .  V      .          .          .
13.250      4.8023      8.63  .   Q     .  V      .          .          .
13.333      4.8626      8.76  .   Q     .  V      .          .          .
13.417      4.9239      8.90  .   Q     .  V      .          .          .
13.500      4.9862      9.04  .   Q     .   V     .          .          .
13.583      5.0495      9.19  .   Q     .   V     .          .          .
13.667      5.1138      9.35  .   Q     .   V     .          .          .
13.750      5.1794      9.51  .   Q     .   V     .          .          .
13.833      5.2461      9.68  .   Q     .   V     .          .          .
13.917      5.3140      9.87  .   Q     .    V    .          .          .
14.000      5.3833     10.06  .    Q    .    V    .          .          .
14.083      5.4541     10.28  .    Q    .    V    .          .          .
14.167      5.5269     10.57  .    Q    .    V    .          .          .
14.250      5.6020     10.90  .    Q    .    V    .          .          .
14.333      5.6790     11.18  .    Q    .     V   .          .          .
14.417      5.7580     11.47  .    Q    .     V   .          .          .
```

14.500	5.8389	11.76	.	Q	.	V	.	.	.	.	.	.
14.583	5.9221	12.07	.	Q	.	V	.	.	.	.	.	.
14.667	6.0075	12.40	.	Q	.	V	.	.	.	.	.	.
14.750	6.0954	12.76	.	Q	.	V	.	.	.	.	.	.
14.833	6.1859	13.15	.	Q	.	V	.	.	.	.	.	.
14.917	6.2794	13.57	.	Q	.	V	.	.	.	.	.	.
15.000	6.3761	14.04	.	Q	.	V	.	.	.	.	.	.
15.083	6.4764	14.56	.	Q	.	V	.	.	.	.	.	.
15.167	6.5806	15.14	.	Q	.	V	.	.	.	.	.	.
15.250	6.6894	15.79	.	Q	.	V	.	.	.	.	.	.
15.333	6.8032	16.53	.	Q	.	V	.	.	.	.	.	.
15.417	6.9240	17.54	.	Q	.	V	.	.	.	.	.	.
15.500	7.0574	19.36	.	Q	.	V	.	.	.	.	.	.
15.583	7.2063	21.62	.	Q	.	V	.	.	.	.	.	.
15.667	7.3678	23.44	.	Q	.	V	.	.	.	.	.	.
15.750	7.5431	25.46	.	Q	.	V	.	.	.	.	.	.
15.833	7.7346	27.81	.	Q	.	V	.	.	.	.	.	.
15.917	7.9486	31.07	.	Q	.	V	.	.	.	.	.	.
16.000	8.2011	36.66	.	Q	.	V	.	.	.	.	.	.
16.083	8.5356	48.57	.	Q	.	V	.	.	.	.	.	.
16.167	9.0178	70.02	.	Q	.	V	.	Q	.	.	.	.
16.250	9.5163	72.38	.	Q	.	V	.	Q	.	.	.	.
16.333	9.8499	48.45	.	Q	.	V	.	.	.	.	.	.
16.417	10.1130	38.20	.	Q	.	V	.	.	.	.	.	.
16.500	10.3246	30.72	.	Q	.	V	.	.	.	.	.	.
16.583	10.4946	24.68	.	Q	.	V	.	.	.	.	.	.
16.667	10.6362	20.56	.	Q	.	V	.	.	.	.	.	.
16.750	10.7569	17.53	.	Q	.	V	.	.	.	.	.	.
16.833	10.8665	15.92	.	Q	.	V	.	.	.	.	.	.
16.917	10.9680	14.73	.	Q	.	V	.	.	.	.	.	.
17.000	11.0629	13.79	.	Q	.	V	.	.	.	.	.	.
17.083	11.1524	12.99	.	Q	.	V	.	.	.	.	.	.
17.167	11.2364	12.20	.	Q	.	V	.	.	.	.	.	.
17.250	11.3147	11.37	.	Q	.	V	.	.	.	.	.	.
17.333	11.3881	10.65	.	Q	.	V	.	.	.	.	.	.
17.417	11.4580	10.16	.	Q	.	V	.	.	.	.	.	.
17.500	11.5251	9.74	.	Q	.	V	.	.	.	.	.	.
17.583	11.5897	9.38	.	Q	.	V	.	.	.	.	.	.
17.667	11.6521	9.06	.	Q	.	V	.	.	.	.	.	.
17.750	11.7125	8.77	.	Q	.	V	.	.	.	.	.	.
17.833	11.7711	8.51	.	Q	.	V	.	.	.	.	.	.
17.917	11.8280	8.27	.	Q	.	V	.	.	.	.	.	.
18.000	11.8835	8.05	.	Q	.	V	.	.	.	.	.	.
18.083	11.9373	7.81	.	Q	.	V	.	.	.	.	.	.
18.167	11.9882	7.40	.	Q	.	V	.	.	.	.	.	.
18.250	12.0361	6.95	.	Q	.	V	.	.	.	.	.	.

```
18.333     12.0821     6.68  .  Q      .         .         .   V     .
18.417     12.1266     6.47  .  Q      .         .         .   V     .
18.500     12.1700     6.29  .  Q      .         .         .   V     .
18.583     12.2122     6.14  .  Q      .         .         .   V     .
18.667     12.2535     6.00  . Q       .         .         .   V     .
18.750     12.2940     5.88  . Q       .         .         .   V     .
18.833     12.3337     5.76  . Q       .         .         .    V    .
18.917     12.3726     5.65  . Q       .         .         .    V    .
19.000     12.4108     5.55  . Q       .         .         .    V    .
19.083     12.4484     5.45  . Q       .         .         .    V    .
19.167     12.4852     5.35  . Q       .         .         .    V    .
19.250     12.5215     5.26  . Q       .         .         .    V    .
19.333     12.5572     5.18  . Q       .         .         .    V    .
19.417     12.5923     5.10  . Q       .         .         .    V    .
19.500     12.6269     5.02  . Q       .         .         .    V    .
19.583     12.6610     4.95  . Q       .         .         .    V    .
19.667     12.6945     4.88  . Q       .         .         .     V   .
19.750     12.7276     4.81  . Q       .         .         .     V   .
19.833     12.7603     4.74  . Q       .         .         .     V   .
19.917     12.7925     4.68  . Q       .         .         .     V   .
20.000     12.8243     4.62  . Q       .         .         .     V   .
20.083     12.8557     4.56  . Q       .         .         .     V   .
20.167     12.8867     4.50  . Q       .         .         .     V   .
20.250     12.9173     4.44  . Q       .         .         .     V   .
20.333     12.9475     4.39  . Q       .         .         .     V   .
20.417     12.9774     4.34  . Q       .         .         .     V   .
20.500     13.0069     4.29  . Q       .         .         .     V   .
20.583     13.0361     4.24  . Q       .         .         .      V  .
20.667     13.0650     4.19  . Q       .         .         .      V  .
20.750     13.0936     4.15  . Q       .         .         .      V  .
20.833     13.1218     4.10  . Q       .         .         .      V  .
20.917     13.1498     4.06  . Q       .         .         .      V  .
21.000     13.1775     4.02  . Q       .         .         .      V  .
21.083     13.2049     3.98  .Q        .         .         .      V  .
21.167     13.2320     3.94  .Q        .         .         .      V  .
21.250     13.2588     3.90  .Q        .         .         .      V  .
21.333     13.2854     3.86  .Q        .         .         .      V  .
21.417     13.3117     3.82  .Q        .         .         .      V  .
21.500     13.3378     3.79  .Q        .         .         .      V  .
21.583     13.3637     3.75  .Q        .         .         .      V  .
21.667     13.3893     3.72  .Q        .         .         .       V .
21.750     13.4147     3.69  .Q        .         .         .       V .
21.833     13.4399     3.65  .Q        .         .         .       V .
21.917     13.4648     3.62  .Q        .         .         .       V .
22.000     13.4896     3.59  .Q        .         .         .       V .
22.083     13.5141     3.56  .Q        .         .         .       V .
```

```
   22.167     13.5384      3.53  .Q        .         .         .       V .
   22.250     13.5625      3.50  .Q        .         .         .       V .
   22.333     13.5865      3.48  .Q        .         .         .       V .
   22.417     13.6102      3.45  .Q        .         .         .       V .
   22.500     13.6338      3.42  .Q        .         .         .       V .
   22.583     13.6571      3.39  .Q        .         .         .       V .
   22.667     13.6803      3.37  .Q        .         .         .       V .
   22.750     13.7034      3.34  .Q        .         .         .       V .
   22.833     13.7262      3.32  .Q        .         .         .       V .
   22.917     13.7489      3.29  .Q        .         .         .        V.
   23.000     13.7714      3.27  .Q        .         .         .        V.
   23.083     13.7938      3.25  .Q        .         .         .        V.
   23.167     13.8160      3.22  .Q        .         .         .        V.
   23.250     13.8380      3.20  .Q        .         .         .        V.
   23.333     13.8599      3.18  .Q        .         .         .        V.
   23.417     13.8816      3.16  .Q        .         .         .        V.
   23.500     13.9032      3.14  .Q        .         .         .        V.
   23.583     13.9247      3.11  .Q        .         .         .        V.
   23.667     13.9460      3.09  .Q        .         .         .        V.
   23.750     13.9672      3.07  .Q        .         .         .        V.
   23.833     13.9882      3.05  .Q        .         .         .        V.
   23.917     14.0091      3.03  .Q        .         .         .        V.
   24.000     14.0299      3.02  .Q        .         .         .        V.
   24.083     14.0495      2.84  .Q        .         .         .        V.
   24.167     14.0633      2.00  .Q        .         .         .        V.
   24.250     14.0698      0.94  Q         .         .         .        V.
   24.333     14.0736      0.55  Q         .         .         .        V.
   24.417     14.0758      0.33  Q         .         .         .        V.
   24.500     14.0771      0.18  Q         .         .         .        V.
   24.583     14.0778      0.10  Q         .         .         .        V.
   24.667     14.0782      0.06  Q         .         .         .        V.
   24.750     14.0785      0.05  Q         .         .         .        V.
   24.833     14.0788      0.04  Q         .         .         .        V.
   24.917     14.0790      0.03  Q         .         .         .        V.
   25.000     14.0792      0.02  Q         .         .         .        V.
   25.083     14.0793      0.01  Q         .         .         .        V.
   25.167     14.0793      0.01  Q         .         .         .         V
-------------------------------------------------------------------------------
---
    TIME DURATION(minutes) OF PERCENTILES OF ESTIMATED PEAK FLOW RATE:
    (Note: 100% of Peak Flow Rate estimate assumed to have
    an instantaneous time duration)

    Percentile of Estimated                Duration
        Peak Flow Rate                     (minutes)
    ======================                 =========
```

0%	1510.0
10%	355.0
20%	115.0
30%	60.0
40%	40.0
50%	30.0
60%	20.0
70%	10.0
80%	10.0
90%	10.0

==========

END OF FLOODSCx ROUTING ANALYSIS

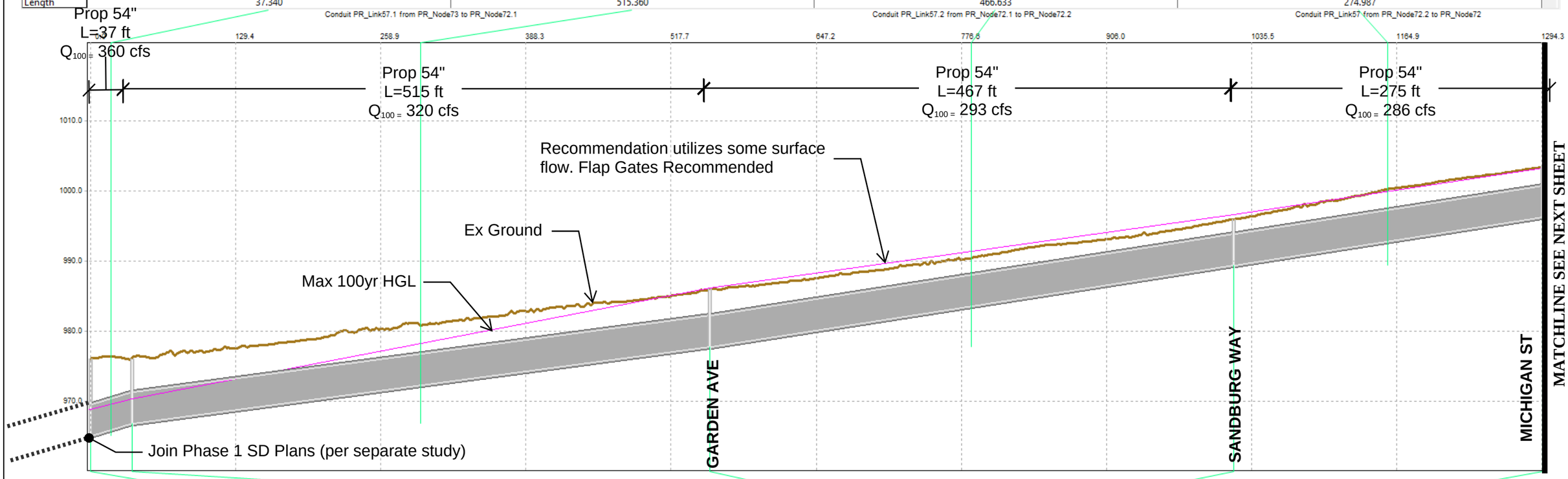
Appendix B
XPSTORM Profiles & Result Data

Appendix B.1

Proposed Facility XP Profiles

Link

	PR_Link58	PR_Link57.1	PR_Link57.2	PR_Link57
Active in Hydr	☑	☑	☑	☑
Shape	Circular	Circular	Circular	Circular
Number of Ba	1.000	1.000	1.000	1.000
Diameter (Hei	4.500	4.500	4.500	4.500
Bottom Width	0.000	0.000	0.000	0.000
Length	37.340	515.360	466.633	274.987



	PR_Node74	PR_Node73	PR_Node72.1	PR_Node72.2	PR_Node72
Ponding Type	Link Spill Crest to 2D	Link Spill Crest to 2D	Link Spill Crest to 2D	Link Spill Crest to 2D	Link Spill Crest to 2D
User Inflow Fla	☐	☐	☐	☐	☐
Invert Elevatio	965.230	966.944	977.828	989.494	996.368
Ground Elevati	976.069	976.066	986.181	995.987	1003.555

Consulting

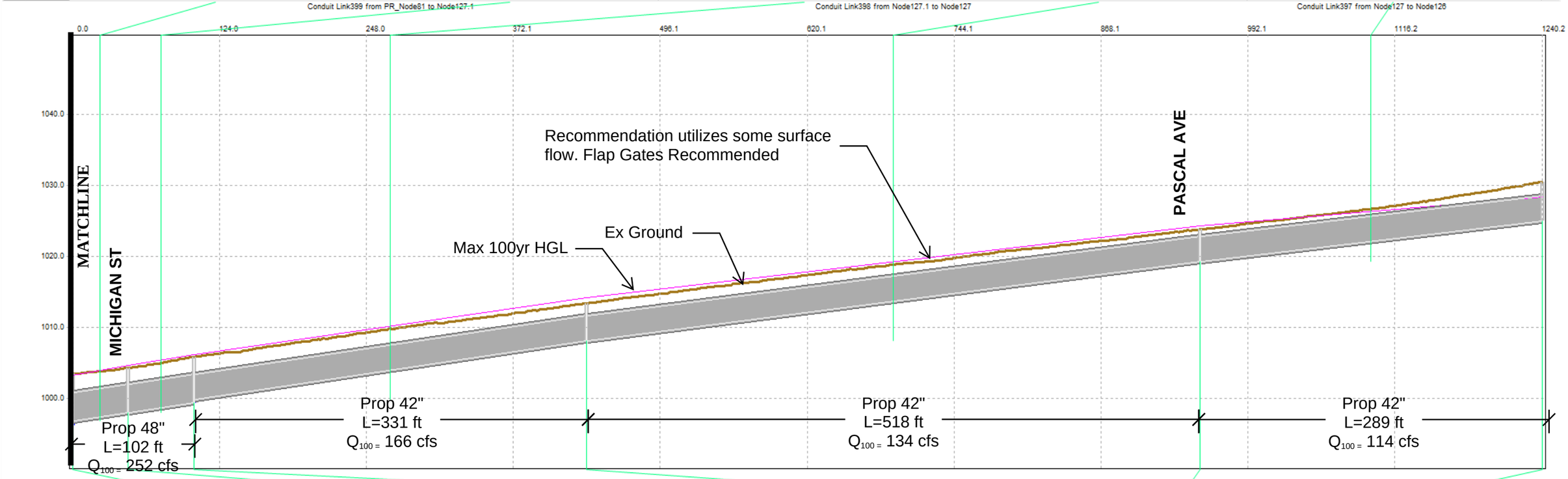
City of Grand Terrace
Storm Drain Master Plan Update

Pico St SD Profile- Phase 2 (Ultimate Condition)

B.1.1

Link

	PR_Link65.1	PR_Link65	Link399	Link398	Link397
Active in Hydr	☑	☑	☑	☑	☑
Shape	Circular	Circular	Circular	Circular	Circular
Number of Ba	1.000	1.000	1.000	1.000	1.000
Diameter (Hei	4.000	4.000	3.500	3.500	3.500
Bottom Width	0.000	0.000	0.000	0.000	0.000
Length	47.190	55.400	331.030	517.760	288.790

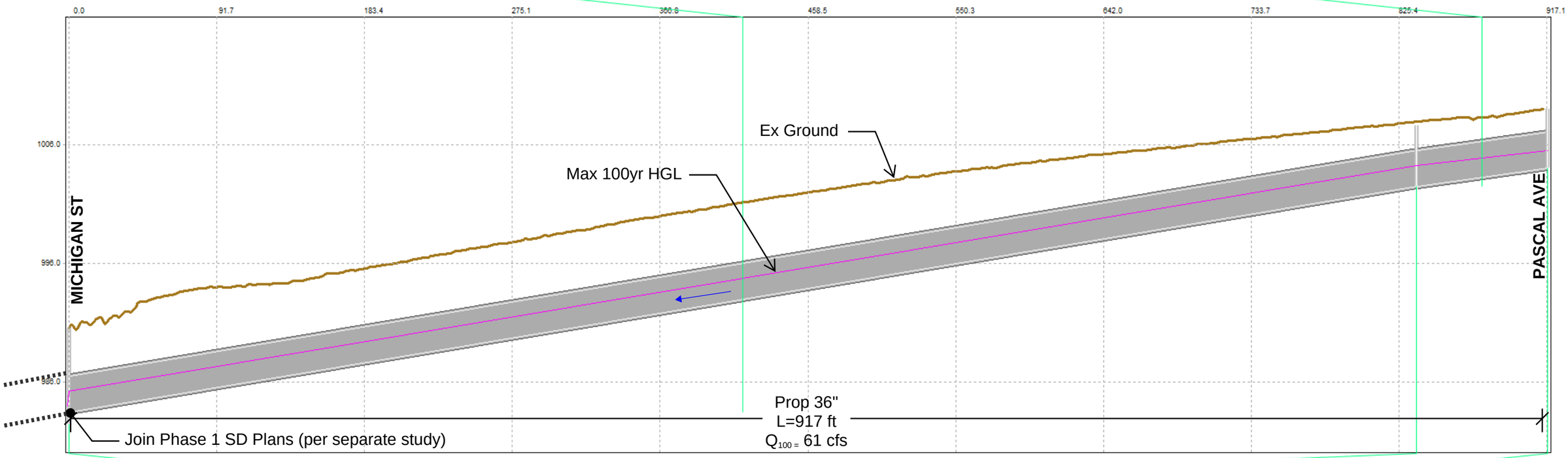


	PR_Node72	PR_Node81.1	PR_Node81	Node127.1	Node127	Node126
Ponding Type	Link Spill Crest to 2D	Sealed	Link Spill Crest to 2D	Link Spill Crest to 2D	Link Spill Crest to 2D	Link Spill Crest to 2D
User Inflow Fla	☐	☐	☐	☐	☐	☐
Invert Elevatio	996.368	998.048	999.433	1008.208	1019.338	1025.113
Ground Elevati	1003.555	1004.340	1005.876	1013.397	1023.838	1030.556

Link

	PR_Link98	PR_Link97
Active in Hydr	☑	☑
Shape	Circular	Circular
Number of Ba	1.000	1.000
Diameter (Hei	3.000	3.000
Bottom Width	0.000	0.000
Length	835.850	81.250

Conduit PRLink98 from PR_Node84 to PR_Node119



	PR_Node84	PR_Node119	PR_Node118
Ponding Type	Link Spill Crest to 2D	Sealed	Sealed
User Inflow Fla	☐	☐	☐
Invert Elevatio	982.500	1002.500	1004.000
Ground Elevati	990.557	1007.621	1008.977

Appendix B.2

XP Results Existing Conditions

Digital Files

Appendix B.3

XP Results Ultimate Conditions

Digital Files

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Approval of On-Call Planning and Environmental Review Consultant Lists and Professional Services Agreements

PRESENTED BY: Gabriel Arguelles, Associate Planner

RECOMMENDATION: **APPROVE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF GRAND TERRACE AND THE NINE CONSULTANT FIRMS SELECTED FOR THE PLANNING AND ENVIRONMENTAL REVIEW SERVICES ON-CALL LISTS, EACH FOR A THREE-YEAR TERM, SUBJECT TO THE CITY MANAGER'S APPROVAL/NEGOTIATION AND THE CITY ATTORNEY'S APPROVAL AS TO FORM; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS, SUBJECT TO THE CITY MANAGER'S APPROVAL/NEGOTIATION AND THE CITY ATTORNEY'S APPROVAL AS TO FORM.**

2030 VISION STATEMENT:

This item supports Goal #1: Ensure Our Fiscal Viability by utilizing cost recovery and flexible service delivery methods, and Goal #3: Promote Economic Development by ensuring adequate staffing resources are available to facilitate the processing of development projects and environmental review.

BACKGROUND:

The City established its Planning and Environmental Review On-Call Consultant Lists in 2023 to provide additional staffing resources and specialized expertise to assist with development review and environmental analysis. The existing on-call lists have proven to be an effective tool for supplementing staff capacity and maintaining project timelines.

On March 26, 2026, the City issued a Request for Qualifications (RFQ) seeking qualified firms to provide on-call planning services and environmental review services. The purpose of the RFQ was to update and expand the City's existing on-call lists to ensure continued access to consultants with a broad range of expertise and experience working with public agencies. The RFQ was made available through the Public Purchase system, and Statements of Qualifications (SOQs) were due on April 24, 2026.

The City received a total of twenty-one (21) SOQs from consulting firms interested in providing planning services, environmental review services, or both. Staff reviewed and evaluated each submittal in accordance with the evaluation criteria established in the RFQ.

DISCUSSION:

The evaluation process considered each firm's organizational capacity, qualifications of key

personnel, relevant project experience, management approach, professional standing, and familiarity with the City and the Inland Empire region. Based on this review, staff recommends establishing an on-call list consisting of six (6) firms qualified to provide both planning and environmental review services and three (3) firms qualified to provide environmental review services only.

The consultants selected for the on-call lists will be used on an as-needed basis over a three-year period. Selection to the on-call list does not guarantee that a consultant will receive work assignments. Rather, the on-call lists are intended to streamline the consultant selection process and provide the City with flexibility to address fluctuations in workload, specialized project needs, and statutory timelines.

For projects requiring consultant assistance, City staff will identify firms on the on-call list with the qualifications and availability appropriate for the assignment and solicit project-specific proposals. Staff will review the proposed scope of work, schedule, and not-to-exceed cost estimate and select the consultant that best meets the needs of the project.

Approval of the on-call agreements does not obligate the City to expend funds. For privately initiated development projects, consultant services will generally be funded through reimbursement agreements between the City and the applicant. Under this process, the City retains responsibility for defining the scope of work, selecting the consultant, and administering the contract, while the applicant provides the funding necessary to cover consultant costs. Consultant work will not commence until the reimbursement agreement has been executed, the required deposit has been received by the City, and a Notice to Proceed has been issued. For City-initiated projects, any consultant costs requiring City funding will be brought forward separately for authorization, as appropriate.

ENVIRONMENTAL IMPACT:

The approval of the on-call consultant lists and associated professional services agreements is not a "project" as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, CEQA review is not required.

FISCAL IMPACT:

There is no immediate fiscal impact associated with establishing the on-call planning and environmental review consultant lists. Approval of the agreements does not authorize work or obligate the City to expend funds. Consultant costs associated with private development projects will generally be funded by the applicant through reimbursement agreements. Any City-funded assignments will be brought forward separately for authorization, as appropriate.

Request for Qualifications

for

On-Call List for Planning Services and Environmental Review Services

Issued: March 26, 2026
Submissions Due: April 24, 2026, by 2:00 p.m. (PDT)

RFQ Contact:

Gabriel Arguelles
Planning and Development Services Department
City of Grand Terrace
(909) 954-5176
garguelles@grandterrace-ca.gov

Request for Qualifications

On-Call List for Planning and Environmental Review Services

Introduction

The City of Grand Terrace Planning and Development Services Department provides planning, economic development, zoning, and related development services. The Department serves as the professional and technical advisor to the Planning Commission and City Council on matters related to land use and development and implements adopted policies supporting the orderly physical and economic growth of the City.

Department responsibilities include processing development applications; responding to public inquiries; issuing environmental clearances; administering planning and development actions that do not require Planning Commission or City Council approval; assisting new, relocating, and expanding businesses; monitoring compliance with project entitlements; and maintaining and updating the City's General Plan, Zoning Code, and Specific Plans.

Background

Grand Terrace is located approximately 60 miles east of Los Angeles in San Bernardino County. The City is situated along the I-215 freeway between the I-10 and SR-60 freeways and encompasses approximately 3.6 square miles. The City has a population of approximately 12,285. Grand Terrace was incorporated in 1978 as a general law city operating under a Council-Manager form of government. The City Council consists of five (5) Council Members elected at-large for four-year terms. The Mayor is directly elected for a four-year term. The City Council appoints the City Manager and City Attorney. The City's fiscal year runs from July 1 through June 30.

The City established Planning and Environmental Review On-Call Consultant Lists in 2023 for a three-year term. The purpose of this RFQ is to update and expand the On-Call Lists to ensure the City has access to qualified consultants with a range of expertise to support a variety of project types. Consultants on the On-Call Lists will be rotated for assignment of projects based on qualifications, availability, and project needs.

Scope of Service

From time to time, the Planning Division requires additional professional planning services, environmental review services, and technical expertise, either to supplement City staff capacity for project management or to provide independent technical analysis. The City is issuing this Request for Qualifications (RFQ) to identify consultant firms with demonstrated experience working with public agencies to provide planning and environmental review services and to streamline consultant selection for future assignments.

A. Statements of Qualifications (SOQ) are to be submitted by consultant firms in response to the RFQ. Only firms that respond to the RFQ will be considered for the Planning Services On-Call List or Environmental Review Services On-Call List or both. The City will use

the On-Call Consultant Lists to select qualified planning and/or environmental review services consultants on an as-needed basis. The City intends to contract with at least six (6) firms. Once approved by the City Council, the On-Call List will be valid for a three (3) year period.

B. Selection of Consultant Firms to Provide Planning Services and/or Environmental Review Services:

As projects are received that require additional professional planning and/or environmental review services and technical expertise, the City staff will provide a description of the project and the requested services to at least six (6) firms on the List with demonstrated expertise in the services requested. Each consultant will in turn provide a scope of work and a not to exceed cost estimate based upon its fixed fee schedule. City staff will review the materials received from each consultant to identify the consultant with the best work plan and budget (selection may not be based on the lowest budget), and will then negotiate with that consultant to develop a mutually acceptable professional services agreement. If the City and selected consultant are not able to reach an agreement, the City will consider the second highest ranked submission.

C. Project Assignment & Continuity:

For each assigned project, the selected consultant shall designate a Project Manager and key project team members who will remain responsible for the project from initiation through completion. Continuity of assigned personnel is essential to ensure accountability, efficiency, and retention of project knowledge.

Substitution or reassignment of the Project Manager or other key personnel during an active assignment shall not occur without prior written approval from the City. Any proposed substitution must demonstrate qualifications and experience equal to or exceeding those of the originally assigned personnel. All costs associated with transitioning new personnel and bringing them up to speed on the project shall be borne solely by the consultant firm and shall not be billable to the City. The City reserves the right to reject any proposed substitution that does not meet project requirements or performance expectations.

D. End-to-End Processing:

Consultants selected from the On-Call Lists may be assigned projects to be processed from initial intake and environmental review through public hearings, final action, and completion of all required documentation. Consultants shall coordinate all project components, meet established deadlines, and deliver complete and accurate work products suitable for public review and decision-maker consideration.

E. Reimbursement-Based Projects:

Some projects assigned under the On-Call Lists will be initiated by private applicants or developers and funded through reimbursement agreements between the City and the applicant.

For reimbursement-based projects:

1. The City will define and refine the project scope of work.

2. The City will solicit proposals from qualified firms on the On-Call Lists.

3. The selected consultant shall submit a detailed scope of services, schedule, and not-to-exceed cost proposal for City review and approval.

4. Prior to authorizing consultant work, the City will execute a reimbursement agreement with the applicant to secure funding for consultant services.

5. No consultant work shall begin until:

   - The reimbursement agreement is fully executed,

   - Required applicant payment or deposit has been received by the City, and

   - The City issues a written Notice to Proceed to the consultant.

The Notice to Proceed will establish the approved scope of work, authorized start date, and not-to-exceed cost amount. Consultants shall perform work only within the authorized scope and budget identified in the Notice to Proceed.

Consultants shall have no contractual or payment relationship with project applicants. The City retains full authority over consultant selection, contracting, and project administration.

Following issuance of the Notice to Proceed, the City will schedule a project kickoff meeting with the consultant, applicant (as appropriate), and relevant City staff to confirm scope, schedule, communication protocols, and deliverables.

F. Professional Standards, Clarity, and Project-Specific Analysis:

All work products shall be professionally prepared, project-specific, internally consistent, and written in clear, concise language appropriate for public review and decision-maker consideration. Deliverables shall reflect independent analysis and avoid excessive boilerplate, generic, or unrelated content.

All work products shall be reviewed and approved by a Senior Project Manager or other qualified supervisory professional within the consultant's firm prior to submittal to City staff.

All work shall comply with applicable laws, regulations, and City policies and shall be suitable for public distribution without requiring substantial revision by the City.

G. Quality Control:

The consultant firm(s) shall implement internal quality assurance and quality control procedures prior to submitting any deliverables to the City. All deliverables shall be reviewed by a senior professional familiar with the project scope to ensure accuracy, completeness, and consistency before submittal.

H. Performance Monitoring:

Consultant performance, including quality of work products, adherence to schedules, and responsiveness, will be considered when assigning future task orders and when determining continued inclusion on the on-call list.

I. Revisions:

If deliverables are determined by the City to be incomplete, inaccurate, or not in conformance with the approved scope of work, the consultant shall revise and resubmit the deliverables at no additional cost to the City.

Scope of Work

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects that include, but not limited to, residential, commercial, industrial, mixed use and transit-oriented development. Some applications may require a General Plan Amendment, Zone Change, establishment of a Planned Development Overlay, etc. Typical Planning Services Tasks include:

- Conduct initial site and project assessments.
- Review projects for completeness and compliance with the General Plan, Zoning Code, applicable Specific Plans (including the Barton Road Specific Plan, if applicable), Design Guidelines, and all relevant codes and ordinances.
- Prepare written correspondence, comment and review letters, technical memoranda, tribal consultation materials, and recommendation letters for City review and approval prior to issuance.
- Attend and participate in Development Advisory Board (DAB) or interdepartmental coordination meetings and facilitate collection of agency comments.
- Coordinate comments from members of the Development Advisory Board (DAB).
- Serve as a primary point of contact with project applicants and their representatives, including conducting meetings as needed.
- Coordinate directly with project applicants and their representatives.
- Conduct and complete project-level CEQA review, including public postings, circulation of documents, determinations, findings, and required state and county filings.
- Prepare public hearing notices, staff reports, resolutions, findings, and conditions of approval suitable for public review and decision-maker consideration.
- Attend and present at Planning Commission and City Council meetings, including in-person meetings as required.

- File management for the project.
- Manage multiple concurrent projects and competing priorities while maintaining high-quality work products, meeting established schedules, and staying within approved budgets.

- Plan Check review of projects including, but not limited to construction plans, grading plan, landscape and irrigation plans, lighting plans, etc. for compliance with conditions of approval.

B. Selected consultants for Environmental Review Services shall demonstrate expertise in preparing and managing environmental review documents in compliance with the California Environmental Quality Act (CEQA). Assignments may include responsibility for environmental review activities from initial project assessment through public hearings, final action, and completion of all required filings and documentation.

Environmental Review Services may include, but are not limited to, the following tasks:

- Conduct initial site and environmental assessments.
- Prepare CEQA Initial Studies to determine the appropriate level of environmental review, including Categorical Exemption (CE), Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR) .
- Noise Studies.
- Air Quality Studies.
- Transportation Studies.
- Water Quality/Storm and Wastewater Control Management.
- Greenhouse Gas Emission Studies.
- Biological and Cultural Resources Studies.
- Environmental Mitigation Studies/Reports.
- Coordinate and distribute environmental documents and notices.
- Identify and evaluate environmental impacts and prepare mitigation measures and mitigation monitoring and reporting programs (MMRP), as applicable.
- Preparation of Public Notices.
- Presentations at public meetings.
- Coordinate preparation, circulation, and distribution of environmental documents and CEQA notices.

- Prepare and file all required CEQA notices and documentation, including Notices of Exemption, Notices of Intent, Notices of Determination, and related filings.

- Attend and present at public meetings, including Planning Commission and City Council hearings, as required.

Statement of Qualifications Format

The Statement of Qualifications must include at a minimum, the following information:

A. **Firm Overview:** Provide a brief description of the firm, including the year established, legal structure (e.g., corporation, partnership), areas of professional expertise, and a summary of qualifications relevant to the planning and/or environmental review services described in this RFQ.

B. **Project Team and Key Personnel:** Identify the proposed Project Manager and key personnel who would be assigned to City projects and provide a summary of their qualifications, experience, and professional credentials. Clearly describe each individual's role and level of involvement in assigned projects.

C. **Relevant Project Experience:** Provide a summary of relevant projects demonstrating the firm's and proposed team's experience providing planning services and/or environmental review services similar in scope and complexity to those anticipated by the City. Emphasis should be placed on work performed for public agencies.

D. **Subconsultants:** A list of sub-consultants to be used, if any, and their relevant expertise.

E. **References:** A list of references of relevant clients, including a contact person with their current telephone number and email address.

F. **Fee Schedule:** Provide a fixed fee schedule identifying hourly rates and staff classifications for all personnel who may be assigned to City projects. The fee schedule shall be submitted as a separate file labeled "Fee Schedule" and will not be used for initial evaluation or ranking.

Statement of Qualifications Submittal Requirements

Submissions shall be submitted electronically via Public Purchase. All Statements of Qualifications (SOQs) must be received no later than April 24, 2026, at 2:00 p.m. (PDT). Late submittals will not be accepted. Submissions shall include all required materials as identified in this RFQ. It is the responsibility of the proposer to ensure that all documents are successfully uploaded and received prior to the deadline. The City is not responsible for technical issues, upload failures, or other errors that may result in a late or incomplete submission.

Questions and Addenda

Questions regarding this RFQ shall be submitted in writing through the Public Purchase system no later than April 10, 2026, at 2:00 p.m. (PDT).

Responses to questions and any addenda will be posted on Public Purchase. It is the responsibility of proposers to check for updates prior to submitting their SOQ.

Evaluation Procedure

City staff will review each Statement of Qualifications (SOQ) for completeness and content. Each SOQ will be evaluated upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. License status and references will also be verified. The SOQ will focus on the following criteria:

A. Organization. Does the firm offer the breadth and quality of services required for the types of planning services and/or environmental review services listed in the Scope of Work? Does the firm's organizational structure show sufficient depth, capacity for its present and additional workload?

B. Staff. Do the qualifications of key personnel to be assigned to the anticipated projects coincide with the tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?

C. Experience. Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature described herein?

D. Specific Management Approach. Has the firm described its ability to achieve budget and project delivery goals for projects of a similar complexity and nature as described in the Scope of Work?

E. Professional Standing. Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within the budget?

F. Familiarity with Locality. Is the firm familiar with the City and the Inland Empire?

G. No single factor is determinative.

Selection Process

Based on staff recommendation, the City Council will consider approval of the on-call list for the Planning and Environmental Services On-Call Lists for a three-year period. The City Council may select more than one consultant firm or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon selection by the City Council, consultants/firms may or may not be called upon by the City to provide planning and/or environmental services. During the three-year period, the City will have the discretion to negotiate with a consultant on the total cost for the consultant services based upon its fixed fee schedule and the scope of work of the project.

Acceptance or Rejection of Submission

The City reserves the right to accept or reject any and all submissions. The City also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City may, for any reason decide not to award an agreement as a result of this RFQ. The City shall not be obligated to respond to any RFQ submissions, nor be legally bound in any manner by the submission of the qualifications. The City reserves the right to negotiate the project deliverables and associated costs.

Professional Services Agreement

The award of a professional services agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City's standard agreement, which is attached. Exceptions proposed by the consulting firm, if any, to the terms and conditions included in the City's standard agreement should be included in the response. The City reserves the right to consider any proposed exceptions during its evaluation of the acceptability of a submission.

Estimated Timeline

- Request for Qualifications Issued — March 26, 2026
- Statement of Qualifications Due — April 24, 2026
- Interviews (if necessary) — Week of April 27, 2026
- City Council Approval — May 12, 2026

Conflict of Interest

The Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this RFQ or any work connected with this RFQ. Should any agreement be approved in connection with this Request for Qualifications, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising there from.

Costs

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFQ, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

Disqualification of Proposer

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider submissions from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one RFQ for the same work unless alternate submissions are called for. Reasonable grounds for believing that any Proposer is interested in more than one RFQ for the same work will cause the rejection of all submissions for the work in which a Proposer is interested.

Inquiries

For questions regarding this RFQ, please contact:

Gabriel Arguelles
Planning and Development Services Department
City of Grand Terrace
(909) 954-5176
garguelles@grandterrace-ca.gov

The City reserves the right to request clarification or additional information from any proposer.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

Civic Solutions, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
Civic Solutions, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") Civic Solutions, Inc., a California corporation("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Kirt Coury, Vice President

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Thomas G. Merrell, President
Kirt A. Coury Vice President

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at

option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor

covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or

omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in

such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

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

9.5 Severability.

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

that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Thomas G. Merrell

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
Civic Solutions, Inc.

By:

_____
Name: Thomas G. Merrell
Title: President
Email: merrell@civicsolutions.com
Address: 111 Corporate Drive, Suite 120
Ladera Ranch, CA 92694

By:

_____
Name: Kirt A. Coury
Title: Vice President
Email: coury@civicsolutions.com
Address: 111 Corporate Drive, Suite 120
Ladera Ranch, CA 92694

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

F. Fee Schedule

Civic Solutions

Position	Hourly Rate
Principal-In-Charge	$220
Principal Planner	$190
Senior Planner	$180
Associate Planner	$155
Assistant Planner	$135
Planning Technician	$125
Graphic Designer	$100
Document Processing	$105

HELIX Environmental Planning

Position	Hourly Rate
Archaeological Field Technician	$123
Architectural Historian	$168
Assistant Archaeological Field Director	$163
Assistant Biologist	$130
Assistant Biology Project Manager	$207
Biologist I	$156
Biologist II	$162
Biologist III	$200
Biologist IV	$214
Biologist V	$227
Biology Project Manager	$240
Clerical	$ 97
Cultural Resources Assistant PM	$149
Cultural Resources PM II	$227
Director of Operations	$324
Environmental Compliance Program Specialist	$260
Environmental Planner I	$156
Environmental Planner II	$182
Environmental Planner III	$188
Environmental Project Manager II	$221
Equipment Manager	$134
GIS Specialist I	$168
Graphics	$214
Land Manager	$138
Landscape Designer I	$168
Landscape Project Manager	$214
Paleontology Technician	$130
Principal	$428
Principal Air Quality Specialist	$344

Position	Hourly Rate
Principal Biologist	$330
Principal Cultural Resources Specialist	$305
Principal Landscape Architect	$311
Principal Paleontologist	$298
Principal Planner	$382
Principal Regulatory Specialist	$421
Project Accountant	$195
Regulatory Specialist	$188
Safety Manager	$291
Sr. Archaeological Field Director	$195
Sr. Archaeologist I	$200
Sr. Architectural Historian	$227
Sr. Biology Project Manager	$363
Sr. Cultural Resources PM II	$272
Sr. Cultural Resources PM I	$272
Sr. Environmental Planner	$221
Sr. Environmental Project Manager	$298
Sr. Environmental Specialist	$253
Sr. Field Director	$195
Sr. GIS Specialist	$246
Sr. GIS Specialist/Manager	$260
Sr. Marketing Coordinator	$214
Sr. Noise/Air Quality Specialist	$214
Sr. Project Operations Manager	$195
Sr. Scientist I	$253
Sr. Scientist II	$286
Staff Archaeologist	$130
Staff Paleontologist	$162
Technical Editor	$181

Project Partners

Position	Hourly Rate
Sr. Public Works Engineer (Water Quality)	$179
Sr. Plan Check Engineer (Transportation)	$202

The above hourly rates apply only to authorized contract services and exclude contract administration activities. All time-and-materials work shall be billed monthly in accordance with a Professional Services Agreement. When incorporated into an on-call contract, the hourly rates shall be automatically increased annually effective on July 1 of each year, based on the Consumer Price Index for the Riverside-San Bernardino-Ontario region for the month of May of that same year, unless otherwise agreed to in writing by the City and Civic Solutions.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

4LEAF, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
4LEAF, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and 4LEAF, Inc., a California corporation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Kevin J. Duggan

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed the amounts set forth in Exhibit "C" (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Tennis Wick, AICP, Director of Planning
Daniel J. Hortert, AICP, Regional Director of Current Planning

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the

Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or

any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique

or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided

that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor

shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be

used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Name, Title

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
4LEAF, INC.

By:

_____
Name: Kevin J. Duggan
Title: President
Email
Address: 424 E. Vanderbilt Way, Suite A
San Bernardino, CA 92408

By:

_____
Name: (Insert Name)
Title: (Insert Title)
Email: (Insert Email Address)
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Contract modifications: None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

SECTION F: FEE SCHEDULE

FY2026-2027 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF GRAND TERRACE

All Rates are Subject to Basis of Charges

Planning

Housing Policy Director	$274/hour
Planning Director	$250/hour
Regional/Policy Director	$205/hour
Principal/Planning Manager	$194/hour
Senior Planner	$174/hour
Historic Preservation Planner	$174/hour
Environmental Planner	$174/hour
GIS Specialist	$174/hour
Associate Planner	$155/hour
Assistant Planner	$134/hour
Planning Technician	$114/hour

Project Management

Project Manager	$205/hour
Principal-in-Charge	$250/hour

BASIS OF CHARGES

- Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables, basic PPE (project specific PPE will be charged at cost plus 20%).
- All invoices will be submitted monthly.
- All invoices will be charged a 3% administrative fee.
- Approved expenses such as flights/ferry/hotels/etc. as well as subconsultants will be charged at cost plus 20%
- 4LEAF assumes that these rates reflect the FY2026-2027 contract period. There will be a 5% escalation for FY2027-2028, FY2028-2029, etc.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the client unless required by governing documents.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of project work or assignment will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.

- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client will allow 4LEAF staff the opportunity to take their entitled rest and meal breaks during each work shift as required by law.

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

MICHAEL BAKER INTERNATIONAL, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
MICHAEL BAKER INTERNATIONAL, INC.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and Michael Baker International, Inc., a California corporation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Alicia Gonzalez

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the flat fee and/or rates specified in **Exhibit "C"**, Schedule of Compensation and/or within any Task Order. The total compensation, including reimbursement for actual expenses, shall not exceed the amounts set forth in Exhibit "C" (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Alicia Gonzalez, Associate Vice President, Planning Department Manager
Elizabeth Meyerhoff, Contract Manager / Senior Project Manager

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer.

Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities

provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique

or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided

that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor

shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be

used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Alicia Gonzalez

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
(INSERT COMPANY NAME)

By:

_____
Name: Alicia Gonzalez
Title: Associate Vice President
Email: Alicia.Gonzalez@mbakerintl.com
Address: 3536 Concours, Suite 100
Ontario, CA 91764

By:

_____
Name: Elizabeth Meyerhoff
Title: Contract Manager
Email: Elizabeth.Meyerhoff@mbakerintl.com
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Contract modifications: None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

FEE SCHEDULE (SUBMITTED AS SEPARATE ATTACHMENT)

Our not-to-exceed, itemized task order project fee estimates will be developed for the City of Grand Terrace on a project-by-project basis. Costs will vary depending on several variables including the size, nature, and scope of a project; level of complexity; specific technical reports and/or review needs; and level of effort and scope of services desired by the City.

The table below presents 2026 hourly rates for Michael Baker staff. These rates apply for the first calendar year of the on-call agreement. An annual hourly rate adjustment will be based on the San Bernardino County Consumer Price Index or similar indicator and would apply for subsequent years. Invoicing would be submitted to the City on a per task/per project basis and typically on monthly intervals. Consultant shall be reimbursed for 'Other Direct Costs' such as mileage, printing, postage, etc., provided the City approves of said item in advance.

Michael Baker
INTERNATIONAL

2026 Hourly Rate Schedule
On-Call Planning and Environmental Review Services

Classification	Hourly Rate
Principal-in-Charge/ QAQC	$325.00 - $350.00
Technical Director	$260.00 - $325.00
Project Manager/Task Lead/Contract Manager	$220.00 - $350.00
Technical/Task Manager	$185.00 - $260.00
Senior Planner/Technical Specialist	$185.00 - $225.00
Planner/Technical Specialist IV	$160.00 - $185.00
Planner/Technical Specialist III	$140.00 - $155.00
Planner/Technical Specialist II	$120.00 - $135.00
Planner/Technical Specialist I	$110.00 - $125.00
GIS/Graphics Specialist	$115.00 - $185.00
Administrative Support	$95.00 - $130.00
Technical Editor	$125.00 - $155.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

Moore Iacofano Goltsman, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
Moore Iacofano Goltsman, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and Moore Iacofano Goltsman, Inc., a California corporation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Deborah Drasler

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed the amounts set forth in Exhibit "C" (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Deborah Drasler, Director of Contract Services
Pamela Steele, Principal in Charge

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the

Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or

any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique

or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided

that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor

shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be

used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Deborah Drasler

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
MOORE IACOFANO GOLTSMAN, INC.

By:

_____
Name: MOORE IACOFANO GOLTSMAN, INC.
Title: Deborah Drasler
Email: amandan@migcom.com
Address: 5172 Arlington Avenue #4453
Riverside, California 92514

By:

_____
Name: Daniel Iacofano
Title: President
Email:
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Contract modifications: None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

Fee Schedule

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1-½% per month. MIG labor includes all overhead.

Rates are subject to increase once each year, after the first 12 months of the contract. Fee quotes for a specific project will remain firm through the duration of the project.

MIG Staff Billing Rates

CATEGORY	$/HR
Senior Principal/CEO	$300–350
Principal	$260–305
Director/Senior Project Manager III	$210–255
Senior Project Manager I–II	$185–205
Project Manager	$150–175
Senior Civil Engineer	$215–275
Civil Engineer	$190–210
Snr. Biologist/Ecologist/Analyst III	$210–230
Snr. Biologist/Ecologist/Analyst I–II	$185–205
Biologist/Ecologist/Analyst I–IV	$115–170
Field Crew	$125
Senior CAD/GIS/Graphic Analyst	$140–170
CAD/GIS/Graphic Analyst	$115–135
Administrative Support	$120
Senior Archaeologist/Historian	$190–205
Archaeologist/Historian	$115–170
Senior Landscape Architect	$190–205
Landscape Architect	$155–185
Landscape Designer	$125–140
Senior Planner	$190–205
Planner	$115–165
ADA Specialist	$160–190
Snr. Facilitator/Engagement Specialist	$160–190
Facilitator/Engagement Specialist	$115–155
Digital Engagement/Web Design	$150–195
Graphic Designer/Visualization	$115–170

Expenses

CATEGORY	BASIS
Commercial travel	Cost + 10%
Automobile travel	Current IRS rate
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	$0.10/image
Color copies	$0.50/image
Commercial report reproduction	Cost + 10%
Noise meter setup	$50/unit/day
Bat acoustic detector	$50/unit/night
Wildlife remote cameras	$50/unit/day
Small mammal traps	$60/day/site
Subcontractors	Cost + 10%
Other (lab, materials, equipment rental, etc.)	Cost + 10%

FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Founding Principal	$ 225
Associate Principal	$ 200
Senior Engineer/Planner	$ 180
Engineer/Planner	$ 140
Junior Engineer/Planner	$ 100
Senior Technician	$ 95
Technician	$ 60
Administrative Assistant	$ 60

Effective through December 31, 2026; subject to annual increase. Mileage shall be billed at the IRS standard mileage rate for business travel at the time the expense is incurred.

GENERAL PROVISIONS OF THE AGREEMENT

1. Hourly rates apply to work, travel, and waiting time associated with meetings and public hearings. Rates may be increased by 50% for overtime.
2. Invoices are due upon receipt and will be submitted monthly for work in progress based on percentage complete and/or upon completion of work. Invoices will be submitted electronically to the e-mail address(es) on record unless otherwise instructed and may be paid by check or ACH transfer. Any invoice unpaid after 30 days shall be subject to a service charge of the maximum interest rate allowed by law.
3. This agreement assumes the scope of services will be completed within six (6) months from the date of authorization to proceed. After six (6) months, Ganddini Group reserves the right to request an amendment for inflationary costs, and/or terminate the agreement and invoice all costs incurred, including but not limited to hours worked and other direct costs.
4. Client agrees that the balance in a billing statement is correct and binding unless the Client notifies Ganddini Group, Inc. in writing within fifteen days of the date of billing of the alleged incorrect item.
5. All documents and electronic files prepared by Ganddini Group, Inc. are Instruments of Service for use solely with respect to this project. Ganddini Group, Inc. shall be deemed author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to Ganddini Group, Inc.
6. Ganddini Group, Inc. will provide services in an objective, professional manner, and may not arrive at the findings desired by the Client. Ganddini Group, Inc. will provide its services using the level of care and skill ordinarily exercised by reputable members of its profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made or intended.
7. The services rendered under this proposal may be terminated, with or without cause, by either party at any time by written notice. Upon termination, Ganddini Group will stop all work associated with this agreement and prepare an invoice for any unbilled work completed prior to the stop work notice.
8. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
9. Where Ganddini Group, Inc. initiates arbitration proceedings relating to this agreement, any resultant fees to process arbitration, such as filing fees and attorney fees, shall be borne by the Client.
10. If any term, condition, or provision of this agreement is declared void, unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

CRM TECH

1016 E. Cooley Drive, Suite B
Colton, CA 92324

CULTURAL RESOURCE MANAGEMENT CONSULTANTS

Current Billing Rates (February 2026):

Principal Investigator	$160.00/hour
Project Director/Project Manager	$160.00/hour
Principal Archaeologist	$150.00/hour
Principal Historian/Architectural Historian	$150.00/hour
Principal Paleontologist/Geologist	$150.00/hour
Ethnographer/Ethnohistorian	$135.00/hour
Laboratory Analyst	$135.00/hour
Field Director	$135.00/hour
Historian/Architectural Historian II	$130.00/hour
Report/Site Record Writer	$130.00/hour
Project Archaeologist/Paleontologist (Crew Chief)	$120.00/hour
Archaeology/Paleontology Monitor	$110.00/hour
Field Crew Person	$100.00/hour
Laboratory Technician	$110.00/hour
Report Technician	$110.00/hour
Office Technician	$95.00/hour

Information Centers charge **$150.00** per hour plus copies for records searches, which would be billed as a reimbursable expense.

Special studies conducted by outside laboratories will be billed at their cost plus 15%.

Note that these rates normally include expenses such as copies, printing, administration fees, and mileage, unless otherwise noted for particular projects. Per diem will be added when it is a long distance/time to the project area and/or overnight stays are needed.

Per diem at the government rate (if needed)
Mileage at the government rate

Tel: 909 824 6400 Fax: 909 824 6405

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

T&B Planning, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
T&B Planning, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") T&B Planning, Inc., a California corporation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Tracy Zinn, AICP

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Tracy Zinn, AICP
Nicole Morse, Esq.

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the

Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or

any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique

or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided

that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor

shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be

used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Tracy Zinn, AICP

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
T&B Planning, Inc.

By:

_____
Name: Tracy Zinn, AICP
Title: President / CEO
Email: tzinn@tbplanning.com
Address:

By:

_____
Name: Nicole Morse, Esq.
Title: Vice President
Email: nmorse@tbplanning.com
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

Fee Schedule/Cost Proposal

If T&B Planning, Inc. is authorized to provide services on a Time and Materials basis, we will invoice for such work in accordance with the hourly rates provided below. For multi-year contracts, rates are subject to annual escalation not to exceed the annual U.S. rate of inflation or no more than 8%. Change orders are subject to annual billing rate increases and staff promotions to positions with different billing rates.

Table 1 T&B Planning, Inc. Fee Schedule

Job Title	Rate	Unit
Principal	$245.00 - $285.00	Per Hour
Director	$205.00 - $245.00	Per Hour
Senior Associate/Technical Specialist	$195.00 - $235.00	Per Hour
Senior Project Manager/Development Manager	$185.00 - $215.00	Per Hour
Graphics Manager/GIS Specialist	$175.00 - $205.00	Per Hour
Project Manager	$165.00 - $190.00	Per Hour
Senior Planner	$140.00 - $165.00	Per Hour
Assistant Project Manager	$135.00 - $155.00	Per Hour
Project Coordinator	$110.00 - $140.00	Per Hour
Accounting Manager	$125.00 - $145.00	Per Hour
Technician-Graphics & GIS	$110.00 - $165.00	Per Hour
Development Associate/Environmental Analyst/Planner	$105.00 - $145.00	Per Hour
Technical Editor	$105.00 - $135.00	Per Hour
Office Manager/Executive Assistant	$105.00 - $135.00	Per Hour
Administrative Assistant	$80.00 - $95.00	Per Hour
T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, printing and reproduction, scanning, plotting, GIS data acquisition fees, aerial photography, project set up fees and insurance certificate issuance, postage, and delivery services). Provided below are the 2026 costs of typical incurred expenses, which are subject to adjustment if our vendors adjust costs beyond the control of T&B Planning.		
Description	**Rate**	**Unit**
Project Initiation/Insurance Certificate Fee	$500.00	Each
Aerial Photographs	$295.00	Each
Black/White 8.5 x 11 Copy/Print	$0.12	Per Page
Black/White 11 x 17 Copy/Print	$0.24	Per Page
Color 8.5 x 11 Copy/Print	$1.20	Per Page
Color 11 x 17 Copy/Print	$1.45	Per Page
11 X 17 Folding	$0.30	Per Page
Photo Grade Color Prints	$7.20	Per Sq. Ft.
Color Bond Plot	$12.00	Per Sq. Ft.
Plan Folding	$0.48	Per Sq. Ft.
USB	$17.00	Each
Three-Ring Binder (2” to 4”)	$14.00 - $30.00	Each
Description	**Rate**	**Unit**
Custom Binding Materials	At Cost	---
Mileage	Current IRS Rate	---

Description	Rate	Unit
Notary Public Stamp	$65.00	---
Parking, Toll Road, Lodging Fees	At Cost	---
U.S Mail	Current U.S. Postal Rate at Cost	---
Certified Mail	At Cost based on Size and Weight	---
Overnight Deliveries	Current Carrier Rate at Cost	---
Same-Day Deliveries	Current Messenger Service Rate a Cost	---

Subconsultant Fee Schedule

Table 2 Urban Crossroads, Inc. Fee Schedule

Job Title	Rate	Unit
Principal	$225-$365	Per Hour
Senior Associate	$175-$235	Per Hour
Associate	$150-$220	Per Hour
Senior Analyst/Engineer	$120-$190	Per Hour
Analyst/Engineer	$100-$165	Per Hour
Assistant Analyst	$90-$150	Per Hour
Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost. *Hourly rates apply to work time, travel time, and time spent at public hearings and meetings.*		

Table 3 Fehr & Peers Fee Schedule

Job Title	Rate	Unit
Principal	$280-$460	Per Hour
Senior Associate	$240-$335	Per Hour
Associate	$215-$290	Per Hour
Senior Engineer/Planner	$165-$240	Per Hour
Engineer/Planner	$140-$200	Per Hour
Senior Engineering Technician	$160-$255	Per Hour
Senior Project Accountant	$125-$190	Per Hour
Senior Project Coordinator	$135-$225	Per Hour
Project Coordinator	$120-$190	Per Hour
Technician	$155-$195	Per Hour
Intern	$100-$160	Per Hour
Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling. *Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).* *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*		

Table 4 M&H Environmental, LLC Fee Schedule

Job Title	Rate	Unit
Principal-in-Charge	$240.00	Per Hour
Biological Resources & Permitting Technical Lead	$195.00	Per Hour
Project Manager	$175.00	Per Hour
Consulting - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist	$150.00	Per Hour
Senior - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$145.00	Per Hour
Professional - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$135.00	Per Hour
Associate - Ecologist / Botanist / Ornithologist / Arborist / Biologist / Permitting Specialist / GIS Designer	$125.00	Per Hour
Technical Editor	$80.00	Per Hour
Environmental Technician	$60.00	Per Hour
Clerical	$45.00	Per Hour
Intern	$25.00	Per Hour

Table 5 BFSA Environmental Services Fee Schedule

Job Title	Rate	Unit
Principal Consultant	$235.00	Per Hour
Project Manager III	$180.00	Per Hour
Project Manager II	$155.00	Per Hour
Project Manager I	$130.00	Per Hour
Project Coordinator	$125.00	Per Hour
Senior Historian	$155.00	Per Hour
Historian	$115.00	Per Hour
Research Assistant	$98.00	Per Hour
Senior Archaeologist	$155.00	Per Hour
Project Archaeologist	$115.00	Per Hour
Archaeological Field Technician II	$105.00	Per Hour
Archaeological Field Technician I	$90.50	Per Hour
Laboratory Supervisor	$125.00	Per Hour
Laboratory Technician II	$100.00	Per Hour
Laboratory Technician I	$90.50	Per Hour
Senior Paleontologist	$145.00	Per Hour
Paleontologist II	$115.00	Per Hour
Paleontologist I	$100.00	Per Hour
Biological Consultant	$155.00	Per Hour
Field Biologist	$155.00	Per Hour
Field Biological Technician	$155.00	Per Hour
Field Supervisor	$125.00	Per Hour
Archaeological/Paleontological Field Monitor II	$100.00	Per Hour
Archaeological/Paleontological Field Monitor I	$90.50	Per Hour
Native American Monitor	Varies	Per Hour
GIS/GPS Mapping Services, Production/Implementation	$120.00	Per Hour

Job Title	Rate	Unit
Graphics Artist/Draftsperson	$85.00	Per Hour
Word Processor/Editor	$67.50	Per Hour
Senior Editor	$100.50	Per Hour
Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup. *Per diem charges will coincide with federal allowances for the specific projects engaged.*		

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

PlaceWorks, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
PlaceWorks, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and PlaceWorks, Inc., a California C-Corperation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Nicole Vermilion

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Nicole Vermilion, Principal
Malia Durand, Managing Principal

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at

option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor

covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or

omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in

such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

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

9.5 Severability.

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

that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Nicole Vermilion

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
PlaceWorks, Inc

By:

_____
Name: Nicole Cermilion
Title: Principal
Email: nvermilion@placeworks.com
Address: 3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

By:

_____
Name: Malia Durand
Title: Managing Principal
Email:
Address: 3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

FEE SCHEDULES

PlaceWorks

PlaceWorks – 2026 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	$210–$345
Associate Principal	$220–$295
Senior Associate II	$200–$280
Senior Associate I	$160–$240
Associate II	$165–$210
Associate I	$150–$195
Project Planner	$125–$185
Planner	$90–$165
Graphics Specialist	$90–$175
Administrator	$145–$250
Clerical/Word Processing/Technical Editor	$75–$175
Intern	$80–$135

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible yearly increase of 5% on bill rates.

2026_StdFeeSch_2026_01-20

Fehr & Peers

2025–2026

(July 2025 through June 2026)

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 – $460.00
Senior Associate	$240.00 – $335.00
Associate	$215.00 – $290.00
Senior Engineer/Planner	$165.00 – $240.00
Engineer/Planner	$140.00 – $200.00
Senior Engineering Technician	$160.00 – $255.00
Senior Project Accountant	$125.00 – $190.00
Senior Project Coordinator	$135.00 – $225.00
Project Coordinator	$120.00 – $190.00
Technician	$155.00 – $195.00
Intern	$100.00 – $160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

HOURLY BILLING RATES BY CLASSIFICATION

2026 to 2028

NAME/JOB CLASSIFICATION	HOURLY RATE
Sandipan Bhattacharjee, Principal	$350
Deepali Chausalkar, Principal	$275
Robert Aguirre, Senior Transportation Planner	$275
Senior Transportation Planner	$255
Transportation Intern	$150
GIS/Graphics Specialist	$150
Word Processer	$150

Travel Charges: At Cost

Translutions billing rates are same for regular business hours and outside

Billing rates for attendance at public meetings, and administrative tasks related to this contract will remain the same as the standard billing rate. If expert witness testimony is required, the billing rate is $500 per hour for Principals.

All submittals are generally submitted in PDF format. If mailing, postage, printing, binding, etc. are required, they will be billed at cost.

Translutions uses the standard IRS mileage rates.

Notes

1) Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services.

DJ&A Billing Rates as of 04/13/26

Staff Classification	Rates			
	2026	2027	2028	2029
Senior Project Manager	$254.00	$261.62	$269.47	$277.55
Project Manager	$226.00	$232.78	$239.76	$246.96
Senior Transportation Planner	$178.00	$183.34	$188.84	$194.51
Transportation Planner II	$142.00	$146.26	$150.65	$155.17
Transportation Planner I	$124.00	$127.72	$131.55	$135.50
Graphic Designer	$124.00	$127.72	$131.55	$135.50
Project Administrator	$97.00	$99.91	$102.91	$105.99

BLACKHAWK Environmental

2026 BLACKHAWK ENVIRONMENTAL RATE SHEET

Job Title	Hourly Rate
Principal Biologist	$138
Senior Biologist	$125
GIS Analyst	$125
Project Manager	$112
Staff Biologist	$108
Associate Biologist	$95

2026 Schedule of Hourly Rates

BFSA Environmental Services

BFSA Environmental Services (BFSA), a Perennial Environmental company, is located at 14010 Poway Road, Suite A, Poway, CA 92064. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology.

Consulting Services	**Hourly Rate**
Principal Consultant	$ 235.00
Project Manager III	$ 180.00
Project Manager II	$ 155.00
Project Manager I	$ 130.00
Project Coordinator	$ 125.00
Senior Historian	$ 155.00
Historian	$ 115.00
Research Assistant	$ 98.00
Senior Archaeologist	$ 155.00
Project Archaeologist	$ 115.00
Archaeological Field Technician II	$ 105.00
Archaeological Field Technician I	$ 90.50
Laboratory Supervisor	$ 125.00
Laboratory Technician II	$ 100.00
Laboratory Technician I	$ 90.50
Senior Paleontologist	$ 145.00
Paleontologist II	$ 115.00
Paleontologist I	$ 100.00
Biological Consultant	$ 155.00
Field Biologist	$ 155.00
Field Biological Technician	$ 155.00
Field Supervisor	$ 125.00
Archaeological/Paleontological Field Monitor II	$ 100.00
Archaeological/Paleontological Field Monitor I	$ 90.50
Native American Monitor	Varies

Support Services

GIS/GPS Mapping Services, Production/Implementation	$ 120.00
Graphics Artist/Draftsperson	$ 85.00
Word Processor/Editor	$ 67.50
Senior Editor	$ 100.50

Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup.

Per Diem: Per diem charges will coincide with federal allowances for the specific projects engaged.

COGSTONE
PALEONTOLOGY | ARCHAEOLOGY | HISTORY

COGSTONE 2026 FULL FEE SCHEDULE

LABOR CLASSIFICATION	HOURLY RATE	OT*	DT*
Technician/Monitor I	$93.00	$139.50	$186.00
Technician/Monitor II	$105.00	$157.50	$210.00
Administrative Assistant	$100.00	$150.00	$200.00
Night Monitor	$135.00	$202.50	$270.00
SOI Monitor**	$115.00	$172.50	$230.00
SOI Night Monitor**	$145.00	$217.50	$290.00
Supervisor I	$115.00	$172.50	$230.00
Supervisor II	$125.00	$187.50	$250.00
Osteologist	$145.00	$217.50	$290.00
GIS Manager	$150.00	$225.00	$300.00
Field Director	$150.00	$225.00	$300.00
Senior Archaeologist/ Paleontologist	$150.00	$225.00	$300.00
Technical Editor	$135.00	Exempt	Exempt
Senior Administrator	$185.00	Exempt	Exempt
Architectural Historian	$145.00	$217.50	$290.00
Principal Investigator I/ Task Manager I	$145.00	$217.50	$290.00
Principal Investigator II/ Task Manager II	$160.00	$240.00	$320.00
Principal Investigator III/ Task Manager III	$185.00	Exempt	Exempt
Program Director	$220.00	Exempt	Exempt

OTHER DIRECT COSTS	UNIT
Mileage	Current IRS Rate
Expendable Supplies	Actual Cost
Outside Services	Actual Cost

* Hours 9-12 per day are Overtime (x1.5), Hours over 12 per day are Double Time (x2)
** SOI monitor meets the guidelines set forth by the Secretary of the Interior's (SOI) *Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61).

Cogstone's rates will be reviewed and escalated annually and are subject to change.

P.O. Box 7366
Orange, CA 92863
Office (714) 974-8300

Offices
Orange • Riverside • Morro Bay • Sacramento

cogstone.com
Toll free 888-333-3212

Federal Certifications WOSB, EDWOSB, SDB
State Certifications DBE, WBE, UDBE

padre associates
ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

2026 FEE SCHEDULE

2026 STANDARD FEE SCHEDULE*

PROFESSIONAL SERVICES

Principal Professional II	$	250/hr.
Principal Professional	$	200/hr.
Senior Professional II	$	180/hr.
Senior Professional	$	175/hr.
Project Professional II	$	150/hr.
Project Professional	$	135/hr.
Staff Professional II	$	125/hr.
Staff Professional	$	115/hr.
Senior Technician (Non-Prevailing Wage)	$	100/hr.
Senior Technician (Prevailing Wage)	$	125/hr.
Technician (Non-Prevailing Wage)	$	95/hr.
Technician (Prevailing Wage)	$	120/hr.
Senior GIS/CAD Specialist	$	125/hr.
GIS/CAD Specialist	$	110/hr.
Drafting	$	110/hr.
Word Processing/Technical Editor	$	90/hr.

+Overtime rates for Technicians and Office Staff is 1.5 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $450 per hour.

OTHER DIRECT CHARGES

Subcontracted Services		Cost Plus 15%
Outside Reproduction		Cost Plus 15%
Travel, Subsistence, and Expenses		Cost Plus 15%
Vehicle	$	100/day
Photoionization Detector	$	140/day
Nuclear Density Gauge	$	100/day
Automobile Mileage (2026 IRS Rate)	$	0.73/mile

*8% Bi-Annual Escalation

ENGEO
Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES
COASTAL/MARINE GEOTECHNICS

PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 2026

President	$500.00 per hour
Principal	$440.00 per hour
Associate	$360.00 per hour
Subject Matter Expert	$475.00 per hour
Senior	$305.00 per hour
Project	$270.00 per hour
Staff	$245.00 per hour
Assistant	$190.00 per hour
Construction Services Manager II	$245.00 per hour*
Construction Services Manager I	$235.00 per hour*
Senior Field Representative II	$205.00 per hour*/**
Senior Field Representative I	$185.00 per hour*/**
Field Representative	$170.00 per hour*/**
Senior Laboratory Technician	$205.00 per hour
Laboratory Technician	$185.00 per hour
Senior GIS Developer	$220.00 per hour
GIS Developer	$210.00 per hour
Senior GIS Analyst	$215.00 per hour
GIS Analyst	$200.00 per hour
Senior CAD Specialist	$200.00 per hour
CAD Specialist	$190.00 per hour
Network Administrator	$270.00 per hour
Project Assistant	$160.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.
* OVERTIME RATES: Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.
** For Prevailing Wage projects, the hourly rate will be increased by $23.
** Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).
Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental ..... Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) ..... $2,800.00 half day, $4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of Client. A principal risk is the potential for human error by ENGEO. For Client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability Client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed $50,000 (or ENGEO's fee, whichever is greater, but not more than $1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT ($)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	53.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS T&O Construction Tracker	50.00	week
GIS Construction Tracker	250.00	week
GIS Real-Time Construction Tracking	10.00	hour
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	240.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add $5.00/hr. for RTK enabled autotesting equipment.	37.00*	hour
Vehicle, equipment, wireless communication	27.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	37.00	hour
BoreDM Bore Log	55.00	per log
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

De Novo Planning Group

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
De Novo Planning Group

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and De Novo Planning Group, a California S-Corperation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Ben Ritchie, Principal

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Ben Ritchie, Principal
Starla Barker, Principal Planner

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at

option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor

covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or

omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in

such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

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

9.5 Severability.

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

that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Ben Ritchie

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
De Novo Planning Group

By:

_____
Name: Ben Ritchie
Title: Principal and Co-Owner
Email:
Address:

By:

_____
Name: Starla Barker
Title: Principal Planner
Email: sbarker@denovoplanning.com
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

STANDARD AGREEMENT

De Novo proposes the following modifications to the City's Professional Services Agreement (~~strike through~~ is deleted text, red is added text). We welcome the opportunity to discuss these items further upon selection.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the standard of care, skill, and diligence ordinarily exercised by professionals performing the same or similar services in the community and under similar circumstances ~~highest standards and practices~~ in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, ~~defend~~ and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from~~, whether actual or threatened, any and all~~ actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend ~~any action or~~ actions filed ~~or threatened~~ in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all reasonable defense costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom. For all professional services provided by a 'design professional' (as defined by CA Civil Code § 2782.8), Contractor shall indemnify and hold harmless City only to the extent caused by the negligence, recklessness, or willful misconduct

of Contractor. Contractor's duty to defend shall be limited to the reimbursement of reasonable attorney's fees and costs in proportion to the Contractor's adjudicated share of fault.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the ~~sole~~ negligence or willful misconduct of City, Contractor will not be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as ~~solely~~ negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

To the fullest extent permitted by CA Civil Code § 2782.8, the total liability of Contractor to City for any and all claims arising out of or relating to this Agreement shall not exceed the total compensation received by Contractor under this Agreement. Neither party shall be liable to the other for any consequential, incidental, indirect, or special damages, including but not limited to loss of profits or delay damages, arising out of this Agreement.

In addition to the modifications proposed by De Novo, **Kittelson and Associates** provided the following comments regarding the provisions of the City's Professional Services Agreement (~~strike through~~ is deleted text, red is added text):

Proposer requests the following revisions to Article 1.1 of the City's Agreement for Contract Services which clarify that the services are governed by the established common-law professional standard of care applicable to design professionals—i.e., the level of skill and care ordinarily exercised by similarly situated professionals performing similar services at the same time and in the same or similar locality. The City's language relating to "highest standards" and materials being "fit for purpose" could be construed as warranty-level or outcome-based guarantees that are not appropriate for professional services and are not insurable. The proposed revisions preserve the City's expectation of competent, professional performance while aligning the Agreement with applicable law and industry practice.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants~~: a)~~ that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement ~~b)~~ and all services set forth in the Scope of Services will be performed in accordance with the professional skills and care

ordinarily exercises by design professionals practicing in the same or similar location, at the same time, and under similar circumstances ~~a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis.~~

Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

Proposer requests the following revisions to Article 1.6 of the City's Agreement for Contract Services which clarify that the Contractor's familiarity with the work and any site conditions is assessed consistent with the applicable professional standard of care, rather than as an absolute or warranty-based representation. As drafted, phrases such as "thoroughly investigated," "fully understands," and proceeding "at Contractor's risk" could be interpreted as imposing strict liability for unknown or latent conditions. The revisions preserve the City's expectation of reasonable diligence and prompt notice of differing conditions, while ensuring the provision remains equitable, enforceable, and consistent with professional services risk allocation and insurance coverage

By executing this Agreement, Contractor represents and warrants Contractor: a) has ~~thoroughly investigated~~ reasonably reviewed and considered, consistent with the applicable professional standard of care, the services to be performed, b) has ~~carefully~~ considered the manner in which ~~how~~ services should be performed in accordance with such standard of care, and c) ~~fully understands~~ is generally familiar, consistent with such standard of care, with the facilities, difficulties and restrictions attending performance of services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will make reasonable inquiry into, consistent with the applicable professional standard of care, ~~investigate the site and is or will be fully acquainted with~~ the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed ~~except at Contractor's risk~~ until written instructions are received from the Contract Officer, unless proceeding is reasonably necessary to protect public safety or property and consistent with the applicable professional standard of care.

Proposer requests the following revisions to Article 1.8 of the City's Agreement for Contract Services which clarify that the Contractor's duty to protect the Work is governed by the applicable professional standard of care and that responsibility for loss or damage is limited to circumstances caused by the Contractor's negligence. As drafted, the provision could be read to impose strict or insurer-like liability until acceptance, which is not appropriate for professional services and is not insurable. The revised language preserves the City's

expectation of reasonable care while aligning the clause with common industry practice and professional liability coverage.

Contractor shall adopt ~~reasonable~~ methods consistent with the applicable professional standard of care during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, to the extent caused by Contractor's negligent acts or omissions ~~until acceptance of the work by City~~, except such losses or damages as may be caused by City's own negligence.

Proposer requests the following revision to Article 3.1 of the City's Agreement for Contract Services. The added language clarifies that the "time is of the essence" requirement does not impose a strict or absolute timing obligation beyond the professional standard of care applicable to design and consulting services. This preserves the City's scheduling expectations while ensuring the provision remains consistent with common-law standards, industry practice, and professional liability insurance.

Time is of the essence in the performance of this Agreement, subject to CONSULTANT's performance being governed by the applicable professional standard of care.

Proposer requests the following revision to Article 3.3 of the City's Agreement for Contract Services. The added language clarifies that schedule commitments are governed by the applicable professional standard of care, rather than imposing a strict or absolute timing obligation. This aligns the provision with common-law standards applicable to professional services, preserves the City's scheduling expectations, and ensures the requirement remains reasonable, enforceable, and consistent with professional liability insurance coverage.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference, subject to performance consistent with the applicable professional standard of care. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

Proposer requests the following revisions to Article 5.2 of the City's Agreement for Contract Services. The revisions are intended to ensure the indemnification and defense provisions are enforceable and aligned with California Civil Code § 2782.8 for design professional services. As drafted, the clause can be read to require the Contractor to fund or advance the City's defense for any and all claims (including merely alleged or threatened claims) without limitation, effectively turning the Contractor into the City's legal defense fund regardless of fault. That approach is not commercially reasonable for professional services and is inconsistent with insurability, as professional liability coverage is intended to respond to claims arising from the Consultant's negligence—not to underwrite the City's defense for unrelated or unproven allegations. The redline preserves the City's right to an upfront defense where applicable but clarifies that defense cost responsibility is limited to the Consultant's proportionate share of

liability as required by § 2782.8, ensuring proper risk allocation and compliance with California law.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or alleged ~~threatened~~, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein **"Claims or Liabilities"**) that may be asserted or claimed by any person, firm or agency to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct ~~in connection with the performance of the work, operations or activities provided herein~~ of Contractor, its officers, employees, agents, or subcontractors~~, or invitees, or any individual or City~~ for which Contractor is legally liable (each an **"Indemnitor"** and collectively, **"Indemnitors"**), and in connection therewith: 1) Contractor will defend any action or actions filed or ~~threatened~~ alleged in connection with any such Claims or Liabilities, or at option of Indemnitee(s) upon adjudication, will reimburse and pay for all costs and expenses allowed by law, including reasonable legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) upon adjudication, Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. ~~In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.~~

Proposer requests the following modifications to Article 6.3 of the City's Agreement for Contract Services. The requested revisions clarify that the City's ownership rights apply to project-specific work product, while preserving the Contractor's pre-existing intellectual property, tools, methodologies, and know-how that were developed independently of this Agreement. This distinction is standard in professional services contracts and avoids the unintended transfer of background IP that is not unique to the Project. The revisions also clarify that the Contractor cannot be responsible for risks arising from the City's reuse, modification, or application of the documents for purposes or projects beyond those for which they were prepared, which would be outside the Contractor's control and beyond the

professional standard of care. The changes preserve the City's full ability to use the work for the Project while ensuring the provision remains reasonable, enforceable, and insurable.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder for the purposes contemplated under this Agreement. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

Notwithstanding the foregoing, Contractor retains all right, title, and interest in and to any pre-existing intellectual property, including but not limited to concepts, methodologies, processes, know-how, software, tools, templates, and standard details, that were developed by Contractor prior to or independent of this Agreement ("Pre-Existing IP"). To the extent any Pre-Existing IP is incorporated into the documents and materials or is necessary for their use, Contractor grants City a non-exclusive, royalty-free license to use such Pre-Existing IP solely for purposes of the Project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

CITY OF GRAND TERRACE

ON-CALL LIST FOR PLANNING SERVICES AND ENVIRONMENTAL REVIEW SERVICES

FEE SCHEDULE FOR ENVIRONMENTAL REVIEW SERVICES ON-CALL LIST



PREPARED FOR:

City of Grand Terrace
Gabriel Arguelles, Associate Planner
Planning and Development Services Department
22795 Barton Rd,
Grand Terrace, CA 92313

PREPARED BY:

De Novo Planning Group
Starla Barker, AICP, Principal Planner
180 E Main Street, Suite 108
Tustin, CA 92780

sbarker@denovoplanning.com
949.396.8193

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

FEE SCHEDULE

The cost estimate for an individual project is based on a variety of factors including the type of environmental compliance document, required technical studies, and site and project attributes. Due to the on-call nature of the RFQ, a cost estimate cannot be specifically determined at this time. The identified rates would be for the length of the contract.

Additional fees not identified are anticipated to include any California Department of Fish and Wildlife Environmental Filing Fees. We request the City secure any meeting facilities and equipment necessary for any community meetings or hearings.

Typical Direct Costs

Typical direct costs associated with preparation of environmental documents include the following. Please note that all direct costs are billed at-cost and are not marked-up. We also do not mark-up the fees of our subconsultants.

- Printing
- Mileage
- Postage
- County Filing Fees
- Data Collection
- Vehicle Counts

De Novo Planning Group

2026-2029 Rate Sheet

Principal	$210
Principal Planner	$185
Senior Planner	$155
Associate Planner	$135
Assistant Planner	$125
GIS Analyst	$135

City of Grand Terrace

Billing Rate Schedule

Effective June 1, 2026

The current billing rates for Kittelson & Associates, Inc., staff are as follows:

Staff Classification	2026/27 Billing Rate	2027/28 Billing Rate	2028/29 Billing Rate
Senior Principal Engineer/Planner	$340	$350	$361
Principal Engineer/Planner	$305	$314	$324
Associate Engineer/Planner	$265	$273	$281
Senior Engineer/Planner	$230	$237	$244
Engineer/Planner	$195	$201	$207
Transportation Analyst	$175	$180	$186
Principal Data Scientist/Developer	$275	$283	$292
Senior Data Scientist/Developer	$255	$263	$271
Data Scientist/Developer	$235	$242	$249
Data Analyst/Software Developer	$180	$185	$191
Software Technician	$125	$129	$133
Associate Technician	$205	$211	$217
Senior Technician	$185	$191	$196
Technician II	$160	$165	$170
Technician I	$135	$139	$143
Office Support	$115	$118	$122

Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

Exhibit A
MAT Engineering, Inc. Billing Rates

MAT Engineering, Inc.
17192 Murphy Avenue #14902
Irvine, CA 92623
at@matengineering.com
(949) 344-1828

Position	Hourly Rate
President	$200.00
Principal	$180.00
Associate Principal	$175.00
Senior Associate	$170.00
Associate	$160.00
Senior Engineer / Senior Planner / Senior Designer	$160.00
Engineer / Planner / Designer III	$140.00
Engineer / Planner / Designer II	$130.00
Engineer / Planner / Designer I	$120.00
Assistant Engineer / Assistance Planner / Assistant Designer	$100.00
Technician III	$90.00
Technician II	$80.00
Technician I	$70.00
Engineering Aide	$70.00
Administrative Assistant	$70.00

Notes:

PDF report copies of report are included in the fees. Printed reports charged at a minimum of $100.

For overtime work the above rates may be increased by 50 percent.

Client payment is not contingent upon client receiving payment from other parties.

Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law

Above rates for this proposal are valid for a period of 36 months.

Rev. April 2026

2026 Standard Rate Sheet*

Billing Title	Billing Rate
Principal Biologist	$220
Senior Biologist	$189
Biologist 2	$168
Biologist 1	$152
Biological Field Technician	$126
Principal Architectural Historian/Archaeologist/Paleontologist	$210
Senior Architectural Historian/Archaeologist/Paleontologist	$178
Architectural Historian/Archaeologist/Paleontologist 2	$157
Architectural Historian/Archaeologist/Paleontologist 1	$142
Field Technician	$120
GIS Specialist	$168

***Rates subject to an annual escalation of up to 5%**

VERDANTAS SOCAL AREA – LAND SERVICES DEPARTMENT
2026 STANDARD BILLING RATE SCHEDULE

Professional Services	Hourly Rate
Senior Consultant I / Associate	$286.00
Senior Consultant II / Principal	$323.00
Senior Consultant III / Senior Principal	$365.00
Project Manager	$234.00
Senior Project Manager	$260.00
Staff Engineer/Scientist/Geologist I	$173.00
Staff Engineer/Scientist/Geologist II	$188.00
Staff Engineer/Scientist/Geologist III	$203.00
Engineer/Scientist/Geologist	$234.00
Senior Engineer/Scientist/Geologist	$260.00

Support / Field Services	Hourly Rate
Technician I	$110.00
Technician II/Special Inspector I	$120.00
Technician III/Special Inspector II	$130.00
Senior Technician/Special Inspector	$141.00
Source Inspector	$167.00
System Operation & Maintenance Specialist	$182.00
Prevailing Wage Tester (Group 1) *	$192.00
Prevailing Wage Inspector (Group 2) *	$197.00
Prevailing Wage Inspector (Group 3) *	$202.00
City of Los Angeles Deputy Inspector	$193.00

Support	Hourly Rate
Administrative I/Project Controls Staff I	$99.00
Administrative II/Project Controls Staff II	$130.00
Operations/Laboratory Manager	$224.00
Field/Lab Supervisor	$182.00
Field/Lab Quality Control Staff/Dispatcher	$130.00

CAD/GIS/Data Management	Hourly Rate
Project Designer	$146.00
Senior Project Designer	$162.00
	$162.00
CAD Designer I	$125.00
CAD Designer II	$141.00
CAD Technician I	$110.00
CAD Technician II	$125.00
CAD Technician III	$130.00
GIS Analyst I	$130.00
GIS Analyst II	$141.00
Senior GIS Analyst	$162.00
GIS Technician I	$110.00
GIS Technician II	$125.00

Notes

1. **Standard Billing Rates**: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. **Expiration**: Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the proposal.
3. ***Prevailing Wages**: Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by $8 on July 1st of each year.
4. **Expert Testimony**: Litigation, expert witness, and all other legal and court-related appearances will be billed at twice the standard fee schedule rate. There is a minimum 8-hour charge per day or a minimum overall fee of $3,000.00 per appearance.
5. **Higher Hourly Rates**: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
6. **Overtime**: Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
7. **Field Equipment/Supplies**: Field equipment and supplies will be billed at fixed unit prices, subject to periodic updates.
8. **Subcontractors and Project Expenses**: Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client or in accordance with the specific project agreement.
9. **Mileage**: The mileage for personal vehicles will be billed at the current US Internal Revenue Service reimbursement rate.
10. **Minimum Field Hourly Charges**: For Field Technicians, Special Inspectors, or any on-site (field) materials testing services:
    - 2 hours: 2-hour minimum charge will be applied to any field visit for technicians or to any service canceled on the same day of service.
    - 4 hours: 4-hour minimum charge up to the first four hours of work.
    - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours or actual hours as specified in proposal.

    Project time accrued includes portal to portal travel time for technicians. For projects outside a 50-mile radius from the nearest Verdantas office location, excess mileage and travel time will be charged for special inspectors.
11. **Client Disclosures**: Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
12. **Insurance & Limitation of Liability**: These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.

2026 FS-LSWS-Std

verdantas

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
Classification & Index Properties	
Photograph of sample	15
Moisture content (ASTM D2216)	25
Moisture & density (ASTM D2937) ring samples	40
Moisture & density (ASTM D2937) Shelby tube or cutting	45
Atterberg limits 3 points (ASTM D4318)	170
- Single point, non-plastic	90
- Atterberg limits (organic ASTM D2487 / D4318)	195
- Visual classification as non-plastic (ASTM D2488) Particle size:	15
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	160
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195
- Hydrometer only (ASTM D7928)	120
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	240
- Percent passing #200 sieve, wash only (ASTM D1140)	80
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110
Total porosity - on Shelby tube sample (calculated)	180
Total porosity - on other sample (calculated)	165
Shrinkage limits wax method (ASTM D4943)	135
Pinhole dispersion (ASTM D4647)	225
Total porosity - on other sample (calculated)	165
Dispersive characteristics (double hydrometer ASTM D4221)	215
As-received moisture & density (chunk/carved sample)	65
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	125
Shear Strength	
Pocket penetrometer	20
Direct shear (ASTM D3080, mod., 3 points):	
- Consolidated undrained - 0.05 inch/min (CU)	330
- Consolidated drained - <0.05 inch/min (CD)	395
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55
Remolding or hand trimming of specimens (3 points)	95
Oriented or block hand trimming (per hour)	70
Single point shear	115
Torsional shear (ASTM D6467 / ASTM D7608)	880
Compaction & Pavement Subgrade Tests	
Standard Proctor compaction, 4 points (ASTM D698)	
- 4-inch diameter mold (Methods A & B)	170
- 6-inch diameter mold (Method C)	230
Modified Proctor compaction 4 points (ASTM D1557):	
- 4-inch diameter mold Methods A & B	240
- 6-inch diameter mold Method C	270
Check point (per point)	70
Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Relative density 0.1 ft mold (ASTM D4253, D4254)	250
California Bearing Ratio (ASTM D1883) - 3 point	535
California Bearing Ratio (ASTM D1883) - 1 point	200
R-Value untreated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	355
R-Value lime or cement treated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	385
Soil Chemistry & Corrosivity	
pH Method A (ASTM D4972 or CTM 643)	50
Electrical resistivity – single point – as received moisture	50
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95
pH + minimum resistivity (CTM 643)	140
Sulfate content - gravimetric (CTM 417 B Part 2)	75

METHOD	$/TEST
Soil Chemistry & Corrosivity cont'd	
Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Sulfate screen (Hach®)	35
Chloride content (AASHTO T291/CTM 422)	75
pH + minimum resistivity (CTM 643)	140
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
Organic matter content (ASTM D2974)	70
Consolidation & Expansion/Swell Tests	
Consolidation (ASTM D2435): Up to 8 load increments	230
Each additional time curve.	60
Each additional load/unload w/o time reading	45
Expansion Index (ASTM D4829)	155
Relative compaction of untreated/treated soils/ aggregates (CTM 216)	270
Relative density 0.1 ft mold (ASTM D4253, D4254)	250
California Bearing Ratio (ASTM D1883) - 3 point	535
California Bearing Ratio (ASTM D1883) - 1 point	200
R-Value untreated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	355
R-Value lime or cement treated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	385
Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Triaxial Tests	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Unconsolidated undrained triaxial compression test on cohesive soils(UU, ASTM D2850, USACE Q test, per confining stress)	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-21906(X):	
- Sand or silty sand soils (per confining stress)	400
- Silt or clayey sand soils (per confining stress)	535
- Clay soils (per confining stress)	755
- Three-stage triaxial (sand or silty sand soils)	700
- Three-stage triaxial (silt or clayey sand soils)	935
- Three-stage triaxial (clay soils)	1,320
- Remolding of test specimens	70
Hydraulic Conductivity Tests	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	335
Each additional effective stress	130
Hand trimming of soil samples for horizontal K	65
Remolding of test specimens	70
Permeability of granular soils (ASTM D2434)	145
Soil-Cement	
Moisture-density curve for soil-cement mixtures (ASTM D558)	260
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	250

[1]Compaction (ASTM D558 maximum density) should also be performed – not included in above price

verdantas

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
Concrete Strength Characteristics	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	45
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	45
Trimming concrete cores (per core)	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	90
Flexural strength of concrete (simple beam- center pt. loading, ASTM C293/CTM 523)	90
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430
Length of concrete cores (CTM 531)	45
Hot Mix Asphalt (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	1,200
Superpave gyratory compaction (AASHTO T312/ ASTM D6925)	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	175
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172)	175
Gradation of extracted aggregate (AASHTO T30/ ASTM D5444/CTM 202)	145
Stabilometer, S-Value (ASTM D1560/CTM 366)	285
Bituminous mixture preparation (AASHTO R30/ CTM 304)	85
Moisture content of HMA (AASHTO T329/ASTM D6037 /CTM 370)	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ ASTM D2726/CTM 308)	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ ASTM D1188/CTM 308)	60
Maximum density - Hveem (CTM 308)	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	140
Thickness or height of compacted bituminous paving Mixture specimens (ASTM D3549)	45
Wet track abrasion of slurry seal (ASTM D3910)	185
Rubberized asphalt (add to above rates)	+25%
Brick	
Compression - cost for each, 5 required (ASTM C67)	55
Absorption - cost for each, 5 required (ASTM C67)	55
Aggregate Properties	
Bulk density and voids in aggregates (AASHTO T19/ ASTM C29/ CTM 212)	55
Organic impurities in fine aggregate sand (AASHTO T21/ ASTM C40/CTM 213)	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO /ASTM C131/ CTM 211)	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ ASTM C535/CTM 211)	270
Apparent specific gravity of fine aggregate (AASHTO T84/ ASTM C128/CTM 208)	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	110
Clay lumps, friable particles (AASHTO T112/ASTM C142)	190
Durability Index (AASHTO T210/ASTM D3744/ CTM 229)	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140
Percent of crushed particles (AASHTO T335/ ASTM D5821/CTM 205)	145

METHOD	$/TEST
Aggregate Properties cont'd	
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	230
Cleanness value of coarse aggregate (CTM 227)	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Soundness, sodium (AASHTO T104/ASTM C88/ CTM 214)	695
Masonry	
Mortar cylinders 2" x 4" (ASTM C780)	45
Grout prisms 3" x 6" (ASTM C1019).	45
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	65
Masonry core shear testing (Title 24)	95
Veneer bond strength, cost for each - 5 required (ASTM C482)	75
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	85
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	75
CMU linear drying shrinkage (ASTM C426)	240
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	220
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	290
Fasteners/Bolts/Rods	
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM F606)	120
F1554 Anchor Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM F606)	130
F3125 GR A490, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM F606)	80
F3125 GR A490, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM F606)	90
Reducing Sample to 505 when required 1" + size samples", Cost for machining	$200 to $250 each
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	120
Reinforcing Steel and Prestressing Strands	
Rebar bend and Tensile test, up to No. 11 (ASTM A370)	80
Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	80
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	85
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	95
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel continuity (Holiday) (ASTM A775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Prestressing wire, tension (ASTM A416)	190
Sample preparation (cutting)	55
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/ A934)	125

verdantas

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
Streetlights/Signals	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	By Quote
Spray Applied Fireproofing	
Unit weight (density, ASTM E605)	65
Sample Transport	
Pick-up and delivery (weekdays, per trip, <50 mile radius from our office)	115

METHOD	$/TEST
Bearing Pads and Joint Seal	
Elastomeric bearing pads (Caltrans SS 51-3)	By Quote
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	
Type A Joint Seals (Caltrans SS 51-2)	
Type B Joint Seals (Caltrans SS 51-2)	

Notes

1. **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $15 per bag and $6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
2. **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.

EQUIPMENT LISTING

CLASSIFICATION	$/UNIT
Box of 24 soil drive-sample rings	150/box
Concrete coring machine (≤6-inch-dia)	200/day
Core sample boxes	50/each
Crack monitor Two-Dimensional	40/each
Crack monitor Thee-Dimensional	50/each
D-Meter Walking Floor Profiler	110/day
DOT 55-gallon containment drum with lid	95/drum
Double-ring infiltrometer	150/day
Dynamic Cone Penetrometer	450/day
Generator, portable gasoline fueled, 3,500 watts	110/day
Traffic cones (≤25)/barricades (single lane)	65/day
Manometer	35/day
Mileage (will adjust with IRS published rate)	0.70/mile
Moisture test kit (excludes labor to perform test, ASTM E1907)	65/test

CLASSIFICATION	$/UNIT
Nuclear moisture and density gauge	95/day
Electrical moisture and density gauge	95/Day
Pachometer	50/day
pH/Conductivity/Temperature meter	60/day
Photo-Ionization Detector (PID)	175/day
Resistivity field meter and pins	200/day
Slope inclinometer	250/day
Vehicle usage (carrying equipment)	20/hour
Water level indicator (electronic well sounder)	100/day
<300 feet deep well ZIPLEVEL®.	40/day
Other specialized geotechnical testing and monitoring equipment are available, and priced per site	

Q3 Consulting

FEE SCHEDULE
January 1, 2026 through December 31, 2026

Compensation for work performed on a time and materials basis will be computed as follows:

MANAGEMENT	HOURLY RATE
Principal	$280.00
Director	255.00
Associate	253.00
Sr. Project Manager, Sr. Technical Manager	253.00
Project Manager	231.00

CIVIL ENGINEERING SERVICES	
Senior Project Engineer	$230.00
Project Engineer	210.00
Senior Designer	205.00
Designer	193.00
Engineer	188.00
Design Engineer, Design Technician	165.00
CAD Technician, Design Engineer Technician	139.00
Project Technician/Project Coordinator	127.00
Engineering Technician	121.00
Administration	107.00
Engineering Intern	92.00

SURVEY AND MAPPING SERVICES	
Field Supervisor	$212.00
Project Surveyor	186.00
GIS Specialist	171.00
Survey Analyst	132.00
Three Person Crew	335.00
Two Person Crew	285.00
One Person Crew	205.00

NOTE: FOR SURVEY WORK REQUIRING PREVAILING WAGE	
Three Person Crew	$395.00
Two Person Crew	336.00
One Person Crew	215.00

SPECIAL SERVICES	
Consultation Re: Litigation	$520.00

DRY UTILITY SERVICES	
Principal	$245.00
Sr. Project Manager, Sr. Technical Manager	200.00
Project Manager	188.00
Senior Designer	165.00
Project Coordinator	115.00
CAD Technician	103.00
Assistant Project Coordinator	92.00
Administration	89.00

CONSTRUCTION SUPPORT	
Principal	$267.00
Sr. Project Manager, Sr. Technical Manager	212.00
Project Manager	195.00
Field Engineer	190.00
Administration	89.00

MISCELLANEOUS FEES

The following services are billed at our cost plus a 15% markup:

- Subcontracted services
- Map check fees or filing fees advanced by us
- Transportation, meals and lodging for overnight travel and incidental travel expenses
- Commercial delivery services, including Federal Express, Express Mail, and Messenger Services
- Plotting and blueprint services and printing (The client is encouraged to arrange for printing, other than prints or plots on our blueprint machine and plotters, to be contracted directly with an outside blueprint company acceptable to us. Please provide us with your account information to bill directly to the account to save on markup fees)

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

Kimley-Horn and Associates, Inc.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
Kimley-Horn and Associates, Inc.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and Kimley-Horn and Associates, Inc., ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Eugene D. Cowan, PE

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Sabrina Wallace
Eugene D. Cowan, PE

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at

option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor

covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or

omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in

such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

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

9.5 Severability.

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

that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Eugene D. Cowan, PE

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
(INSERT COMPANY NAME)

By:

_____
Name: Eugene D. Cowan, PE
Title: Vice President
Email:
Address: Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501

By:

_____
Name: To be provided by the consultant
Title:
Email:
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.



CONTRACT EXCEPTIONS

Kimley-Horn has reviewed the Sample Agreement for Contract Services and would like to discuss the following modifications with the City.

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

[…] As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; ~~c) all materials used for services will be both of good quality as well as fit for the purpose intended;~~ and, d) Contractor shall follow the ~~highest~~ standards and practices of reasonably prudent members of the same profession, practicing under similar circumstances and in the same or similar locality in performing the services required hereunder. […]

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.6 Familiarity with Work.

By executing this Agreement, Contractor represents and warrants Contractor: a) has thoroughly ~~investigated~~ reviewed and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will ~~investigate~~ visit the site and is or will be ~~fully~~ acquainted with the visible conditions there existing, prior to commencement of services hereunder. […]

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from~~, whether actual or threatened,~~ any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency to the extent arising out of the negligence, recklessness, or willful misconduct ~~or in connection with the performance of the work, operations or activities provided herein~~ of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed ~~or threatened~~ in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and reasonable attorneys' fees, incurred by Indemnitee(s) to the extent caused by Contractor's proportionate percentage of fault in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities to the extent caused by Cotractor's proportionate percentage of fault, and will save and hold Indemnitee(s) harmless therefrom.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES



F. FEE SCHEDULE

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	$145 - $175
Analyst II	$185 - $220
Professional	$215 - $250
Senior Professional I	$265 - $345
Senior Professional II	$360 - $430
Senior Technical Support	$130 - $310
Technical Support	$105 - $180
Support Staff	$95 - $160

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

For each Task Order issued under the On-Call, staff will be billed within the appropriate category range shown above, based on their role, responsibilities, and classification at the time services are performed.

The category ranges are structured to provide the City access to a broad range of experienced professionals, allowing work to be assigned to the most appropriate level of expertise to support efficient delivery, consistent quality, and cost-effective outcomes across all assignments.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GRAND TERRACE

and

Willdan Engineering

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
Willdan Engineering

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2026 ("Effective Date") by and between the CITY OF GRAND TERRACE, a California municipal corporation ("City") and Willdan Engineering ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to contract with a Contractor to provide services on an on-call basis as more further set forth herein.

B. The City circulated a Request for Quotes or Proposals for the above-described services.

C. Contractor submitted a quote or proposal to City to provide the above-described services.

D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Contractor, the qualifications of Contractor, and the fairness and reasonableness of Contractor's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Contractor.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Contractor represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Contractor shall follow the highest standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Contractor shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Contractor shall not commence work until an Task Order is issued by the City authorizing the Contractor to perform such work.

1.2 Contractor's Proposal.

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

Agreement shall govern. No other terms and conditions from Contractor's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Contractor 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

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

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for

compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____
Salvador Lopez Jr.

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required

by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Software and Computer Services.

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

1.8 Care of Work.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right 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 (as defined below) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Contractor) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may

be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors / consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contract Modifications.

Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" 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.

1.12 Campaign Contributions

This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under $50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars ($20,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Reimbursable Expenses.

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

2.3 Invoices.

In any month in which Contractor wishes to receive payment, no later than the first business day of such month, Contractor shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 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 three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto). The City Manager may extend the Term up to one (1) additional one-year terms subject to City Council approval.

3.3 Schedule of Performance.

Contractor 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 Task Order and "Schedule of Performance" attached hereto as **Exhibit "D"** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.4 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Term of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

alvador Lopez Jr.
Christine Kudija, JD, AICP

The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, or such person as may be designated by the City Manager. For any project awarded by a Task Order under this Agreement, City will designate a project manager who shall oversee Contractor's performance of the awarded services. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Contractor, or any surety or insured of Contractor, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "E"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or agency arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at

option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Contractor shall fully cooperate with City in providing access to any and all Contractor records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("documents and materials") prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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 City.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 Contractor immediately gives City notice of such court order or subpoena.

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

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; ii) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, iii) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor

covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the any Task Order, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Contractor and Opportunity to Cure.

In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Contractor.

If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or

omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.7 Rights and Remedies are Cumulative.

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

7.8 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, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in

such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with California Code of Regulations Title 2 Section 22003 (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

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

9.5 Severability.

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

that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____
Salvador Lopez Jr.

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

_____
Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Adrian R. Guerra
City Attorney

ATTEST:

By:

_____
Daysi Alcocer
City Clerk

CONTRACTOR:
Willdan

By:

_____
Name: Salvador Lopez Jr.
Title: Director of Planning
Email: slopez@willdan.com
Address: 650 East Hospitality Lane, Suite 400
San Bernardino, CA 92408

By:

_____
Name:
Title:
Email:
Address:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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 _____, 2026 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services on an On-Call basis:

A. Planning Services: Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects including, but not limited to, residential, commercial, industrial, institutional, mixed-use, and transit-oriented development projects. Services may include projects requiring General Plan Amendments, Zone Changes, Specific Plan Amendments, Development Agreements, Objective Design Standards, and other legislative or discretionary actions. Typical Planning Services tasks include, but are not limited to, the following:

I. Initial project and site assessment;

II. Review projects for completeness and compliance with the General Plan, Zoning Ordinance, Specific Plans, Objective Design Standards, and all applicable codes and ordinances;

III. Prepare correspondence and project review letters for City review;

IV. Attend Development Advisory Board meetings and other project coordination meetings;

V. Coordinate comments from City departments and reviewing agencies;

VI. Meet with applicants and their representatives;

VII. Coordinate project review with environmental review requirements;

VIII. Prepare public hearing notices, staff reports, resolutions, ordinances, findings, and conditionsof approval;

IX. Attend and present projects at Planning Commission and City Council meetings;

X. Maintain project files and records related to assigned projects;

XI. Conduct plan check review of projects, including but not limited to site plans, architectural plans, grading plans, landscape and irrigation plans, lighting plans, and other related documents for consistency with project approvals and applicable regulations;

XII. Provide staff augmentation services, including counter support and assistance with development application processing;

XIII. Prepare and review zoning verifications, development standards analyses, and entitlement determinations; and

XIV. Provide long-range planning assistance, including General Plan updates, Housing Element implementation programs, zoning code amendments, Specific Plans, and related planning initiatives.

B. Environmental Review Services. Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

I. Air quality analyses;

II. Greenhouse gas emissions analyses;

III. Noise studies;

IV. Transportation analyses and vehicle miles traveled (VMT) analyses;

V. Water quality and stormwater analyses;

VI. Biological resources assessments and studies;

VII. Cultural resources assessments and studies, including AB 52 and SB 18 consultation support;

VIII. Preparation and peer review of technical studies;

IX. Preparation of environmental documents, mitigation measures, findings, and mitigation monitoring and reporting programs;

X. Preparation and distribution of required environmental notices and filings;

XI. Coordination with responsible agencies, trustee agencies, and other regulatory agencies;

XII. Presentation of environmental analyses and findings at public meetings and hearings; and

XIII. Coordination of environmental review with project entitlement processing.

C. Staff Augmentation with AB 18 and AB 52 Consultation

D. Prepare scope of work, budget, and schedule for assigned projects, to include project coordination meetings with City Staff and applicant and all public meetings and hearings.

E. Coordination with applicable agencies, including San Bernardino County Departments, CalTrans, SCAQMD, Department of Fish and Wildlife, and any other regulatory or advisory agencies related to project processing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Work products and timelines based on agreed upon scope of work for assigned projects.

IV. Consultant shall utilize qualified personnel with appropriate experience and expertise to perform the Services described herein. Consultant may substitute personnel as necessary, subject to approval by the City, provided that any replacement personnel possess qualifications substantially similar to those of the individuals originally proposed.

EXHIBIT "B"

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.



A.4 Exceptions Proposed

Per page 8 of the RFQ to include proposed exceptions, Willdan has the below exceptions. Red text is for strikeout, and blue text is for additional text.

Willdan's Exception Suggestions for Terms and Conditions of City's Standard Agreement
1.1 Scope of Services. "In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to City entering . . . d) Contractor shall follow the ~~highest~~ standards and practices **consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California** in performing the services required hereunder . . . perform such work."
4.4 Independent Contractor. "Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by . . . City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder**, except to the extent due to City's sole or active negligence**."
5.2 Indemnification. "(a) General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless . . . therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities~~, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith;~~ and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom. **Notwithstanding the foregoing, Contractor's obligation to indemnify shall not extend to Claims or Liabilities that arise out of the active or sole negligence or misconduct of the Indemnitees."**
6.3 Ownership of Documents. "All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials . . . exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. **City's re-use of any documents and materials for any purpose other than as set forth in this Agreement shall be at City's sole risk.** Contractor may retain copies of such documents . . . hereby deemed "works made for hire" for City."
"(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: i) Contractor shall immediately notify City . . . or subpoena from any party; ii) City retains the right, but has no obligation, to ~~represent Contractor or~~ be present at any deposition, hearing or similar . . . control, direct, or rewrite said response."
7.2 Suspension, or Termination, Prior to Expiration of Term. "This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves . . . Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of ~~the notice of~~ termination or suspension and for any services authorized by City . . . to cure pursuant to Section 7.3."
7.3 Default of Contractor and Opportunity to Cure. "In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice . . . warrant, as determined by City**, but shall in no event be less than seven (7) days.** During the period of time that Contractor is in default, City shall hold . . . any rights arising out of any provision of this Agreement."
7.5 Retention of Funds. "Contractor hereby authorizes City to deduct from any amount payable to Contractor (~~whether or not~~ arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to . . . protect City as elsewhere provided herein. **Any amount that is later determined to no longer be in dispute or cover claims which City is not liable for, or for which City is liable due to its sole negligence or misconduct, shall be released to Contractor."**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the on-call services at the rates listed in **Exhibit "C-1."** The rates provided in Exhibit "C-1" may not be escalated during the term of this Agreement unless otherwise approved by the City through a written amendment to this Agreement.

Consultant shall be compensated based upon the time and rates of the personnel performing the tasks and itemizing materials and equipment utilized and the costs thereof, which shall conform to the requirements provided in Exhibit "A."

II. The City shall compensate Consultant for Services performed upon submission of a valid invoice. Each invoice shall identify the applicable project and task order and shall include sufficient detail to support the charges invoiced. At a minimum, each invoice shall include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable hourly rate;

B. Line items for all materials and equipment properly charged to the Services;

C. Line items for all approved reimbursable expenses claimed, with supporting documentation; and

D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall be as follows:

A. **Applicant-Funded Projects.** For Services associated with private development projects, the maximum amount of compensation shall be established through a project-specific scope of work, budget, and reimbursement agreement between the City and the applicant. Consultant shall not commence work until the City has issued a written Notice to Proceed.

B. **City-Initiated Projects.** For Services associated with City-initiated projects, there shall be a maximum total compensation of **$20,000** during the term of this Agreement, unless additional compensation is authorized in accordance with this Agreement.

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

Schedule of Hourly Rates

Effective July 1, 2026 to June 30,2027

DESIGN ENGINEERING	
Technical Aide	$86
Technical Aide II	$110
Technical Aide III	$128
CAD Operator I	$136
CAD Operator II	$158
CAD Operator III	$176
GIS Analyst I	$169
GIS Analyst II	$185
GIS Analyst III	$193
Environmental Analyst I	$154
Environmental Analyst II	$171
Environmental Analyst III	$183
Environmental Specialist	$197
Designer I	$180
Designer II	$187
Senior Designer I	$196
Senior Designer II	$205
Design Manager	$212
Senior Design Manager	$219
Plans Reviewer I	$160
Plans Reviewer II	$178
Senior Plans Reviewer	$195
Project Manager I	$206
Project Manager II	$229
Project Manager III	$248
Project Manager IV	$264
Principal Project Manager	$277
Assistant Engineer I	$151
Assistant Engineer II	$165
Assistant Engineer III	$175
Assistant Engineer IV	$186
Associate Engineer I	$195
Associate Engineer II	$204
Associate Engineer III	$209
Senior Engineer I	$212
Senior Engineer II	$217
Senior Engineer III	$220
Senior Engineer IV	$224
Supervising Engineer	$238
Traffic Engineer I	$238
Traffic Engineer II	$266
City Engineer I	$254
City Engineer II	$266
Deputy Director	$284
Director	$300
Principal Engineer	$342

BUILDING AND SAFETY	
Code Enforcement Technician	$113
Code Enforcement Officer	$129
Senior Code Enforcement Officer	$152
Supervisor Code Enforcement	$184
Fire Plans Examiner	$184
Senior Fire Plans Examiner	$201
Fire Inspector	$169
Senior Fire Inspector	$184
Fire Marshal	$217
Plans Examiner Aide	$121
Plans Examiner	$184
Senior Plans Examiner	$201
Assistant Construction Permit Specialist	$129
Construction Permit Specialist	$135
Senior Construction Permit Specialist	$160
Supervising Construction Permit Specialist	$169
Assistant Building Inspector	$152
Building Inspector	$169
Senior Building Inspector	$184
Supervising Building Inspector	$201
Inspector of Record	$215
Assistant Building Official	$191
Deputy Building Official	$218
Building Official	$228
Plan Check Engineer	$211
Supervising Plan Check Engineer	$213
Principal Project Manager	$277
Deputy Director	$284
Director	$300

PLANNING	
CDBG Technician	$100
CDBG Specialist	$118
CDBG Analyst	$136
Sr. CDBG Analyst	$145
CDBG Coordinator	$161
CDBG Manager	$194
Housing Specialist	$143
Housing Program Coordinator	$161
Planning Technician	$139
Assistant Planner	$173
Associate Planner	$187
Senior Planner	$213
Principal Planner	$222
Planning Manager	$235
Deputy Director	$284
Director	$300

CONSTRUCTION SERVICES	
Labor Compliance Specialist	$155
Senior Labor Compliance Specialist	$170
Assistant Labor Compliance Manager	$186
Labor Compliance Manager	$206
Utility Coordinator	$178
Office Engineer I	$156
Office Engineer II	$170
Assistant Construction Manager	$178
Construction Manager	$197
Senior Construction Manager	$214
Resident Engineer I	$222
Resident Engineer II	$230
Project Manager IV	$264
Deputy Director	$284
Director	$300

INSPECTION SERVICES	
Public Works Observer **	$140
Public Works Observer ***	$179
Senior Public Works Observer**	$152
Senior Public Works Observer ***	$179

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$156
Survey Analyst II	$180
Senior Survey Analyst	$193
Supervisor - Survey & Mapping	$216
Principal Project Manager	$277

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$162
Associate Landscape Architect	$187
Senior Landscape Architect	$205
Principal Landscape Architect	$218
Principal Project Manager	$277

ADMINISTRATIVE	
Administrative Assistant I	$108
Administrative Assistant II	$130
Administrative Assistant III	$152
Project Accountant I	$122
Project Accountant II	$143
Project Controller I	$152
Project Controller II	$172

** For Non-Prevailing Wage Project *** For Prevailing Wage Project
Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2026 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

i. **Consultant shall perform all Services timely to ensure the prompt and timely processing of all planning related applications and approval thereof by the planning department, Planning Commission, and/or City Council.**

ii. **Consultant shall timely deliver the any and all documents related to the Services, as described in Section I of Exhibit "A", to the City for the processing of, and approval, of any and all applications for development by the planning department, Planning**

iii. **Commission, and/or City Council. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

iv. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from and after the Effective Date of this Agreement for a term of three (3) years ("Term").**

EXHIBIT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence.** If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit**.**

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000 per accident for bodily injury and property damage.**

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident for bodily injury or disease.** (Not required if Contractor provides written verification it has no employees)

5. Cyber: Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the Contractor**'s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all

deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: Authorization to Execute a Business Associate Agreement and Broker of Record with Keenan & Associates

PRESENTED BY: Michelle Fuentes, Sr. Management Analyst

RECOMMENDATION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE BUSINESS ASSOCIATE AGREEMENT (BAA) and BROKER OF RECORD (BOR) BETWEEN THE CITY OF GRAND TERRACE AND KEENAN & ASSOCIATES.

2030 VISION STATEMENT:

This staff report supports Goal #1: Ensure our fiscal viability.

BACKGROUND:

The City of Grand Terrace has maintained a long-standing relationship with Keenan & Associates as its employee benefits broker and consultant. The City previously executed a Broker of Record (BOR) designation with Keenan on November 2, 2008, and recently updated the designation to reflect current services, contacts, and benefit administration needs.

The Broker of Record designation authorizes Keenan to act as the City's representative for employee benefit coverages and related services, including dental and vision carrier negotiations, claims assistance, eligibility support, and compliance assistance.

As part of a recent compliance review, Keenan requested that the City execute a Business Associate Agreement (BAA) related to employee benefit plan administration and compliance with federal privacy regulations.

DISCUSSION:

The proposed Business Associate Agreement is separate from the Broker of Record designation and serves a different purpose. While the BOR establishes the brokerage relationship and scope of services provided by Keenan, the BAA is a HIPAA compliance document that outlines each party's responsibilities regarding the use, disclosure, safeguarding, and reporting of Protected Health Information (PHI) that may be accessed in connection with employee benefit plan administration.

The BAA includes provisions related to privacy and security requirements, breach notification procedures, and compliance with applicable federal regulations, including the Health Insurance

Portability and Accountability Act (HIPAA). Execution of the agreement will help ensure that the City and Keenan maintain compliance with current federal privacy requirements associated with employee benefits administration.

The proposed agreement does not modify the services currently provided by Keenan, nor does it create any additional costs, fees, or financial obligations for the City. Rather, it formalizes the responsibilities of each party regarding the protection of employee health information.

The proposed agreement has been reviewed by the City Attorney and is being presented to the City Council for authorization.

ENVIRONMENTAL IMPACT:

There is no environmental impact associated with this item.

FISCAL IMPACT:

There is no cost to the City associated with the execution of the Business Associate Agreement. The agreement does not create any additional fees, expenses, or financial obligations for the City and serves solely as a compliance document related to the administration of employee benefit plans.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on July 1, 2026 (the "**Effective Date**"), by and between City of Grand Terrace ("**Covered Entity**") and Keenan & Associates and its affiliates and subsidiaries (collectively, "**Business Associate**").

RECITALS

WHEREAS, Business Associate provides, or intends to provide, certain services to Covered Entity described in an underlying agreement ("**Underlying Agreement**");

WHEREAS, to the extent that Covered Entity and Business Associate qualify as a "covered entity" and "business associate" (as such terms are defined in 45 C.F.R. § 160.103) with regard to any Protected Health Information ("**PHI**") processed as part of the Underlying Agreement, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use, disclosure and security of PHI under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C. § 17901 *et seq.* ("**HITECH Act**"), and any current and future regulations promulgated under HIPAA or the HITECH Act, including without limitation, the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2 ("**Part 2**") (HIPAA, HITECH Act, and any current and future regulations promulgated under either are collectively referred to as the "**Regulations**"); and

WHEREAS, in the event and only to the extent that the Regulations apply to any data received by Business Associate from or on behalf of Covered Entity, Covered Entity and Business Associate understand and agree that the Regulations require Covered Entity and Business Associate to enter into this Business Associate Agreement, which shall govern the use, disclosure and security of PHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or their designee.

(h) "**Security Incident**" shall mean a successful unauthorized access, use, disclosure, modification or destruction of Unsecured PHI;

(i) "**Security Rule**" shall mean the Standards for Security of ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) "**Unsecured PHI**" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

Capitalized terms used but not defined in this Agreement shall have the same meaning as those terms are defined in the Regulations.

2. <u>Obligations and Activities of Business Associate Regarding PHI</u>.

(a) Business Associate shall only use or disclose PHI as permitted or required by this Agreement.

(b) Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to take reasonable steps, including providing adequate training to its employees, to ensure compliance with this Agreement and the Regulations.

(d) Business Associate shall ensure that any agents and sub-contractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to comply with substantially the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Business Associate shall enter into written agreements with any such agents and subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the Regulations.

(e) Upon request of Covered Entity and to the extent that Business Associate maintains PHI in a Designated Record Set that is not also in Covered Entity's possession, Business Associate shall provide Covered Entity with access to the PHI in the Designated Record Set in a reasonable time and manner as designated by Covered Entity, in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524.

(f) To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall make any amendment to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner as designated by Covered Entity.

(g) Upon request of Covered Entity, Business Associate shall provide Covered Entity with documentation of any disclosures by Business Associate that would be required for

an accounting of disclosures to an Individual under 45 C.F.R. § 164.528 in a reasonable time and manner as designated by Covered Entity.

(h) Business Associate shall give notice to Covered Entity of any request under 45 C.F.R. §§ 164.524, 164.526 or 164.528 that it receives directly from an Individual in order for Covered Entity to comply with its requirements under the Regulations.

(i) To the extent Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(j) Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations, subject to any attorney-client or other applicable legal privileges.

3. <u>Permitted Uses and Disclosures of PHI by Business Associate</u>.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity, including as necessary to perform the services set forth in the Underlying Agreement.

(b) Business Associate may use or disclose PHI as Required by Law.

(c) Business Associate must not use or disclose PHI in a manner that is prohibited under the Privacy Rule, 45 C.F.R. § 164.502(a)(5), or Part 2, or would otherwise violate the Privacy Rule or Part 2 if done by Covered Entity, except for the specific uses and disclosures permitted in this Agreement.

(d) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(e) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) Such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.

(f) Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of such use, disclosure or request subject to the exceptions set forth in the Privacy Rule.

(g) Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(a)-(c) ("**De-Identified Information**") and may use and disclose such De-Identified Information for lawful purposes provided that the De-Identified Information cannot be reasonably linked to Covered Entity or any Individual.

(h) Business Associate may use PHI to provide Data Aggregation services related to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Business Associate shall comply with any requests for restrictions on certain uses and disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 and of which Business Associate has been notified by Covered Entity.

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity agrees that the permitted and required uses and disclosures of PHI by Business Associate pursuant to this Agreement are and, at the time of execution and throughout the term of this Agreement, will be consistent with the form of the notice of privacy practices that Covered Entity provides to Individuals in accordance with 45 C.F.R. § 164.520. Covered Entity shall provide notice to Business Associate of any changes to its notice of privacy practices if such changes affect Business Associate's permitted or required uses and disclosures of PHI.

(b) Covered Entity shall provide notice to Business Associate of any changes in, or revocation of, an authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures of PHI.

(c) Covered Entity shall provide notice to Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures of PHI.

(d) Covered Entity shall obtain any consent or authorization from Individuals that may be required under the Regulations or otherwise Required by Law.

(e) Covered Entity shall only provide Business Associate with the minimum amount of PHI necessary in order for Business Associate to perform the services set forth in the Underlying Agreement, including, where possible, only providing Business Associate with PHI that has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c).

(f) Covered Entity shall require its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Regulations and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance or transmission of PHI on behalf of Covered Entity complies with the applicable administrative, physical and technical safeguards of the Security Rule.

(b) Business Associate shall ensure that its agents or subcontractors agree to implement the applicable administrative, physical and technical safeguards of the Security Rule.

(c) Business Associate shall establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(d) Business Associate agrees to notify Covered Entity as soon as practicable, but not later than sixty (60) days after Discovery (as defined by 45 C.F.R. § 164.410) of any Security Incident or Breach of Unsecured PHI and, to the extent available to Business Associate, provide the following information relating to a Breach of Unsecured PHI to Covered Entity:

(1) The date of the Breach;

(2) The date of the discovery of the Breach;

(3) A description of the type of Unsecured PHI that was involved;

(4) The identity of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed; and

(5) Any other information reasonably necessary to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(e) Covered Entity acknowledges and agrees that Covered Entity is independently responsible for the security of all PHI in its possession, including all PHI that it receives from any third party (including from Business Associate).

6. Term and Termination.

(a) **Term**. This Agreement shall be effective as of the Effective Date and shall remain in effect until this Agreement is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement.

(c) **Termination by Business Associate**. This Agreement may be terminated by Business Associate upon thirty (30) days prior written notice to Covered Entity if Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion (enacted, issued or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement) cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination**. Upon termination of this Agreement for any reason, at the written request of Covered Entity, Business Associate shall:

(1) Return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, without unreasonable delay, except as set forth below;

(2) Retain a copy of any PHI only as necessary for Business Associate to continue its proper management and administration of its business or to carry out its legal responsibilities;

(3) Continue to use appropriate safeguards and comply with the Security Rule with respect to the PHI for as long as Business Associate retains the PHI, and shall not use or disclose the PHI other than the purposes for which it was retained; and

(4) Shall return or destroy all PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration of its business or to carry out its legal responsibilities.

(e) **Survival.** The obligations of Business Associate under this Section shall survive the termination of the Agreement until all PHI is returned or destroyed.

7. Amendment.

The parties may agree to amend this Agreement from time to time as is necessary for compliance with the requirements of the Regulations, other applicable laws, and any other respect that they deem appropriate. This Agreement shall only be amended by written instrument executed by the parties.

8. Indemnification.

Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, employees and agents, from any and all third-party losses, damages, claims, fines, penalties, costs and expenses, arising from, in connection with, or based on a breach of this Agreement or a violation of the Regulations by the indemnifying party; provided, however, that any indemnification obligations shall be reduced to the extent such losses, damages, claims, costs and expenses arise from or are caused by the acts or omissions of the other party or its employees, agents or subcontractors. Each party shall promptly provide written notice to the other party of any claimed indemnification obligations; provided, however, that the failure to give prompt notice shall only absolve or release the indemnifying party from its indemnification obligations to the extent actual prejudice results from the failed or delayed notice. The indemnification obligations provided for in this Section will commence on the Effective Date of this Agreement and will survive its termination.

9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, the parties agree that all liabilities between them under this Agreement will be subject to the limitations and exclusions of liability in the Underlying Agreement.

10. Severability.

The parties intend this Agreement to be enforced as written. Should any provision of this Agreement be held unenforceable or invalid under the laws of any jurisdiction, then the parties agree that the remaining provisions of the Agreement shall be severed therefrom and unaffected thereby, and that this Agreement, without the unenforceable or invalid provisions, shall remain in full force and effect.

11. Notices.

(a) The following are the primary contacts for purposes of any co-operation, communications or notices with respect to this Agreement:

(1) Covered Entity contact: See signature block below.

(2) Gallagher contact for Security Incidents or Breaches of Unsecured PHI: cyber_security@ajg.com.

Gallagher contact for all other communications or notices relating to this Agreement: GlobalPrivacyOffice@ajg.com.

(b) Each party shall promptly notify the other if any of the above contact information changes.

12. Regulatory Compliance.

The parties shall comply with their respective obligations under the Regulations. A reference in this Agreement to a section in the Regulations means the referenced section or its successor, and for which compliance is required to the extent that the Regulations apply to the party.

13. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience or reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

14. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement and the Underlying Agreement, the terms and conditions of this Agreement shall prevail.

15. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors and assigns.

16. No Waiver.

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions by either party shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

17. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:
Keenan & Associates

By:_____
Name: Ju Anderson
Title: Senior Vice President, Employee Benefits Practice Leader
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501

COVERED ENTITY:
City of Grand Terrace

By: _____
Name: Konrad Bolowich
Title: City Manager

Contact for Notice:
Name: Michelle DeGrande-Fuentes
Address: 22795 Barton Rd
Grand Terrace, CA 92313
E-mail: mfuentes@grandterrace-ca.gov
Telephone: (909) 954-5185

Broker of Record Designation

As of **City of Grand Terrace**, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: Dental, Vision, Life, AD&D, Long Term Disability, Short Term Disability, Section 125, Voluntary Insurance and EAP Services and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing with sixty (60) days advance notice. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan's compensation Disclosure Policy is available online at www.Keenan.com or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation, then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of Los Angeles, California.

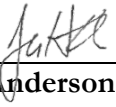
City of Grand Terrace			**Keenan & Associates**	
Signature:			**Signature:**	
By:	**Konrad Bolowich**		**By:**	**Ju Anderson**
Title:	**City Manager**		**Title:**	**Senior Vice President Employee Practice Leader**
Address:	**22795 Barton Road Grand Terrace, CA 92313**		**Address:**	**2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501**
Telephone:	**(909) 954-5175**		**Telephone:**	**310 212-0363**
Attention:	**Michelle DeGrande-Fuentes**		**Attention:**	**Ju Anderson**
E-mail:	**mfuentes@grandterrace-ca.gov**		**E-mail:**	**janderson@keenan.com**

EXHIBIT A
KEENAN SERVICES

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.

2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.

3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.

4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.

5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.

7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.

8. Ongoing Service -- Keenan will provide the following Client support services:
   - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
   - Direction and support with claims resolution and other related issues;
   - Review of claims experience and trends;
   - Support with billing/eligibility concerns;
   - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
   - Responding to day-to-day benefit questions from Client;
   - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;
   - Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
   - Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall

apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;

- Notwithstanding the foregoing, benefit guides shall not be part of the services contemplated herein, unless Keenan has explicitly agreed in writing to include them pursuant to the current agreement;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at 2 meetings of the Client's Insurance Committee.

AGENDA REPORT

MEETING DATE: June 23, 2026

TITLE: 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

PRESENTED BY: Gabriel Arguelles, Associate Planner, Scott Hutter, Planning & Development Services Director, Daniel Wery Principal Community Planner, Hannah Krietman AICP Planner

RECOMMENDATION: **INTRODUCE FOR FIRST READING BY TITLE ONLY WITH FURTHER READING WAIVED THE ORDINANCE APPROVING ZONING CODE AMENDMENT (ZCA) 26-03, ZONE CHANGE (ZC) 26-02, AND ENVIRONMENTAL REVIEW (E) 26-04 TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT AND REZONE APPROXIMATELY 97.1 ACRES CONSISTENT WITH HOUSING ELEMENT PROGRAM 1; ADOPT THE RESOLUTION APPROVING GENERAL PLAN AMENDMENT (GPA) 26-02 TO REDESIGNATE APPROXIMATELY 97.1 ACRES TO HIGH DENSITY RESIDENTIAL R3-40 TO IMPLEMENT HOUSING ELEMENT PROGRAM 1; FIND THAT GENERAL PLAN AMENDMENT (GPA) 26-02, ZONING CODE AMENDMENT (ZCA) 26-03, ZONE CHANGE (ZC) 26-02, AND ENVIRONMENTAL REVIEW (E) 26-04 ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.085; AND DIRECT STAFF TO RETURN WITH THE ORDINANCE FOR SECOND READING AND ADOPTION**

2030 VISION STATEMENT:

This This staff report supports the City Council's 2030 Vision by implementing the City's adopted 2021–2029 Housing Element and ensuring consistency between the Housing Element, General Plan, Zoning Map, and Municipal Code. The proposed amendments establish a framework for future housing opportunities while helping the City maintain compliance with State housing requirements.

BACKGROUND:

The Housing Element is one of eight mandatory elements of the General Plan and, under California State law, must be updated every eight years. The City of Grand Terrace is currently within the 6th Cycle Housing Element planning period (2021–2029). The City Council adopted the 2021–2029 Housing Element on March 25, 2025, through General Plan Amendment 25-01.

The City's Regional Housing Needs Allocation (RHNA) for the 6th Cycle is 630 housing units across all income levels, as determined by the Southern California Association of Governments (SCAG). To maintain compliance with State Housing Element Law, the City must demonstrate that it has

adequate sites, at appropriate densities, to accommodate this housing need.

Program 1 of the adopted Housing Element, Adequate Sites to Accommodate Regional Housing Needs, identified a shortfall of adequate sites and requires the City to complete a rezoning program to accommodate the remaining RHNA obligation. Specifically, Program 1 requires the City to rezone approximately 97 acres throughout the City to allow residential development at densities ranging from 20 to 40 dwelling units per acre through the establishment of a new R3-40 High Density Multiple Family Residential District.

Currently, the City's residential development pattern is predominantly composed of lower-density single-family neighborhoods, with limited opportunities for higher-density multifamily housing. The proposed amendments are intended to expand housing opportunities, facilitate reinvestment in underutilized properties, and ensure consistency between the Housing Element, General Plan, Zoning Map, and Title 18 of the Grand Terrace Municipal Code. The proposed amendments do not approve any specific development project and do not require property owners to develop their property.

State Housing Element Law requires that sites identified to accommodate lower-income housing be zoned at a minimum density of 20 dwelling units per acre and allow for by-right residential development when affordability requirements are met. Approximately 24.2 acres of the proposed 97.1-acre rezoning area have been identified to satisfy these requirements.

HCD REVIEW AND HOUSING ELEMENT COMPLIANCE

On November 13, 2024, HCD issued a letter indicating that the Housing Element would be in substantial compliance with State Housing Element Law upon adoption of the Housing Element and completion of the required rezonings identified in Program 1.

Following adoption of the Housing Element, HCD issued a second letter dated May 22, 2025, advising the City that the adopted Housing Element met most statutory requirements but could not be found in substantial compliance until the City completed the rezonings necessary to address the remaining RHNA site shortfall.

On December 17, 2025, representatives of the City and Michael Baker International met with HCD to discuss the status of the rezoning program and the anticipated schedule for completion. During that meeting, HCD advised that failure to complete the required rezonings could expose the City to potential consequences under State law, including reduced eligibility for certain State funding programs, carryover of unmet RHNA obligations into future planning cycles, litigation, fines or judicial remedies, limitations on local land use authority, and increased exposure to housing development applications submitted pursuant to the Builder's Remedy provisions of State law.

Completion of Program 1 is necessary for the City to maintain substantial compliance with State Housing Element Law.

PUBLIC OUTREACH:

Public outreach for these amendments was conducted in coordination with Michael Baker International and included a Joint Planning Commission and City Council Study Session held on January 27, 2026, and a Property Owner and Community Study Session held on February 5, 2026.

The purpose of these meetings was to present the proposed rezonings and development standards, explain the requirements of the Housing Element, and solicit feedback from residents, property

owners, and decision-makers. More than 50 residents participated in the community study session, and over half of the participants provided comments.

Key topics raised during the outreach process included density, building height, setbacks, sightlines, legal nonconforming uses and structures, the ability to construct additions and Accessory Dwelling Units (ADUs), fire access, utility capacity, stormwater infrastructure, and the potential buildout of the rezoned sites.

In response to community feedback, the proposed ordinance was refined while maintaining consistency with State Housing Element Law. The maximum building height was reduced to 45 feet, stepback requirements were incorporated adjacent to single-family residential uses, and revisions were made to Section 18.76.040 to clarify that existing residential properties may continue to be maintained, repaired, altered, and expanded, including the construction of ADUs and JADUs, without triggering the development standards applicable to the R3-40 District.

PUBLIC COMMENT:

In addition to the public outreach efforts described above, the City received written correspondence from nine residents, property owners, and agencies regarding the proposed amendments. The comments received generally addressed topics related to traffic and circulation, neighborhood character and compatibility, water and infrastructure capacity, environmental review, the scale and intensity of future residential development, and the City's approach to accommodating its Regional Housing Needs Allocation (RHNA). Copies of the written comments received by the City are included as *Attachment 5* and incorporated into the administrative record for these proceedings.

Several residents expressed concerns regarding the potential increase in traffic and congestion associated with future residential development. Although the proposed rezonings are exempt from CEQA pursuant to Public Resources Code Section 21080.085, future development projects proposed on rezoned properties would be subject to applicable environmental review requirements, including evaluation of transportation impacts, vehicle miles traveled (VMT), air quality, utilities, infrastructure capacity, and other environmental considerations, unless otherwise exempt under State law. Where required, project-specific mitigation measures would be incorporated through the development review process.

Comments were also received regarding neighborhood compatibility, building scale, and preserving the existing character of Grand Terrace. In response to community feedback received throughout the process, revisions were incorporated into the proposed ordinance, including reducing the maximum building height to 45 feet, establishing stepback requirements adjacent to single-family neighborhoods, and clarifying the regulations applicable to legal nonconforming buildings and structures to ensure that existing residential properties may continue to be maintained and improved, including the construction of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), consistent with State law.

Questions were also raised regarding the City's strategy for accommodating future housing needs and whether alternative housing types could be encouraged. The proposed R3-40 district establishes a range of housing opportunities and does not require development in the form of large apartment complexes. In many cases, the minimum density requirements of the new zone could be achieved through smaller-scale multifamily development, including duplexes, triplexes, and fourplexes. Additionally, the City is preparing pre-approved ADU plans and updating its Objective Design Standards to help ensure that future residential development is compatible with the surrounding community.

Comments related to infrastructure capacity, including water, sewer, and public services, were also considered. The proposed legislative actions do not approve any specific development project or require property owners to redevelop their properties. Any future development proposal would be required to demonstrate compliance with applicable utility, public service, building, fire, and stormwater requirements in effect at the time of project review.

Overall, the public comments received helped inform the proposed amendments and contributed to refinements intended to balance community concerns with the City's obligation to implement Program 1 of the adopted 2021–2029 Housing Element and maintain compliance with State Housing Element Law.

PLANNING COMMISSION:

The Planning Commission conducted a duly noticed public hearing on April 2, 2026, in accordance with Section 18.03.070 of the Grand Terrace Municipal Code.

Two of the five Planning Commissioners owned property located within 500 feet of the proposed rezoning areas and were therefore precluded from participating in discussions or decisions affecting those areas. To maximize participation and avoid conflicts of interest, the Planning Commission considered the proposed rezonings through two separate actions, with each Commissioner participating only in the matters that did not affect their property interests.

Collectively, the Planning Commission's separate actions constituted a single recommendation to the City Council. The Planning Commission recommended approval of the proposed amendments and directed two revisions to the draft ordinance. First, Table 18.10.030 was revised to separate the combined residential land use category titled "Single-Family (Attached) (Duplexes, Triplexes, and Fourplexes)" into separate classifications for clarity and consistency with current housing terminology and State law. Second, Section 18.76.040(B) and (C) was revised to clarify regulations applicable to legal nonconforming buildings and structures. These revisions have been incorporated into the ordinance presented to the City Council and do not alter the overall intent or implementation of Housing Element Program 1.

Because no City Council members own property within 500 feet of the proposed rezoning areas, the separate Planning Commission actions have been recombined into a single legislative action for City Council consideration.

CITY COUNCIL:

On May 12, 2026, the City Council conducted a duly noticed public hearing to consider General Plan Amendment (GPA) 26-01, Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03. Following staff presentations, public testimony, and City Council deliberation, a motion to approve the proposed amendments did not pass. The public hearing was subsequently adjourned and continued to May 26, 2026.

On May 26, 2026, the City Council received additional information from the City Attorney regarding the potential ramifications associated with failing to complete the rezonings required under Program 1 of the Housing Element. Following discussion, the City Council voted unanimously to reconsider the proposed amendments and directed staff to return with the item at a future re-noticed public hearing.

To maintain a clear and distinct administrative record following the City's prior consideration of the

project, new application numbers were assigned to the current proceedings. The amendments are now identified as General Plan Amendment (GPA) 26-02, Zoning Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-04.

SUMMARY:

City staff recommends approval of General Plan Amendment (GPA) 26-02, Zoning Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-04 to implement Program 1 (Adequate Sites) of the City's adopted 2021–2029 Housing Element. The proposed amendments establish the R3-40 High Density Multiple Family Residential District and rezone approximately 97.1 acres of property located throughout the City to allow residential development at densities ranging from 20 to 40 dwelling units per acre.

The proposed amendments are necessary to address the City's housing site shortfall and demonstrate that the City has adequate sites to accommodate its Regional Housing Needs Allocation (RHNA), consistent with State Housing Element Law. The amendments also establish objective development standards for the new R3-40 District and include updates to provisions related to legal nonconforming uses and structures to ensure consistency with State law and compatibility with existing development.

The draft Ordinance approving Zoning Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-04 is included as *Attachment 1*, together with the November 13, 2024 HCD letter (**EXHIBIT A**), the May 22, 2025 HCD conditional compliance letter (**EXHIBIT B**), the redline copy of the proposed code amendments (**EXHIBIT C**), the proposed Zoning Map (**EXHIBIT D**), the Assessor Parcel Numbers of the properties proposed for rezoning (**EXHIBIT E**), the Notice of Exemption (**EXHIBIT F**), and the SB 131 Statutory Exemption Report (**EXHIBIT G**).

The draft Resolution approving General Plan Amendment (GPA) 26-02 is included as *Attachment 2*, together with the proposed Land Use Element (**EXHIBIT AA**) and proposed Land Use Map (**EXHIBIT BB**). The RHNA Sites Inventory Map is included as *Attachment 3*.

For informational purposes, *Attachment 4* includes the May 26, 2026 City Council staff report discussing the legal and policy ramifications associated with failing to complete the rezonings required under Program 1 of the City's 2021–2029 Housing Element.

DISCUSSION:

PROPERTIES TO BE REZONED:

The properties proposed to be rezoned to the R3-40 High Density Multiple Family Residential District are shown in Figure 1 below. The proposed Zone Change would apply the R3-40 designation to approximately 97.1 acres across 196 parcels located throughout the City. The corresponding Assessor Parcel Numbers (APNs) for the affected properties are identified in **EXHIBIT E** to *Attachment 1*.

Figure 1: Parcels Proposed to be Rezoned to the R3-40 High Density Multiple Family Residential District (20–40 dwelling units per acre)

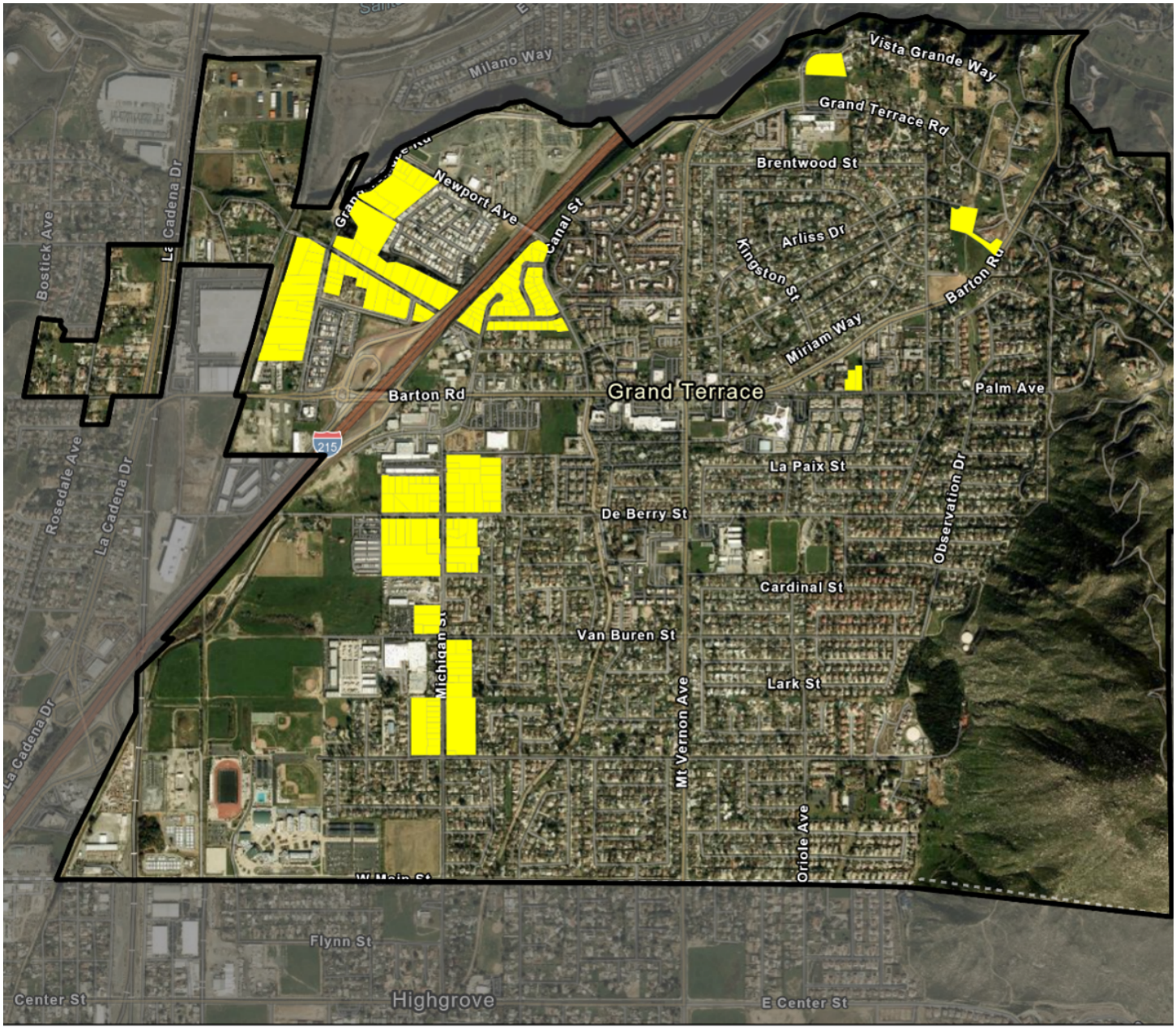


Table 1 summarizes the existing zoning classifications, number of parcels, and acreage proposed for rezoning to the R3-40 District. The majority of the affected properties are currently located within the R1-7.2 and R2-10 zoning districts, with additional properties located within other residential, commercial, and specific plan districts.

Table 1: Existing Zoning Classifications Proposed for Rezoning to R3-40

Current Zone	Number of Parcels	Acreage
R1-20	1	2.2
R1-10	2	2.3

R1-7.2	133	53.2
R2-10	51	31.5
R3-12	1	2.8
R3-24	1	2.0
BRSP	2	1.0
CM	4	2.0
TOTAL	**195**	**97.1**

ZONING CODE AMENDMENT (ZCA) 26-03:

The amendments include revisions to several sections of Title 18. Section 18.03.080 (Conditions Requiring Ministerial Review) is updated to clarify categories of housing developments and other projects that are subject to ministerial review in accordance with State law. Chapter 18.06 (Definitions) is amended to establish definitions for Common Open Space and Private Open Space to support the implementation of objective development standards applicable to multifamily residential development.

Section 18.09.020 (Districts Established) is amended to add the R3-40 High Density Multiple Family Residential District to the list of residential zoning districts adopted by the City. Table 18.10.030 (Residential Land Use Regulations) is revised to identify the residential land uses permitted within the R3-40 District and clarify existing residential land use classifications. Table 18.10.040 (Residential Development Standards) establishes objective standards applicable to the R3-40 District, including regulations related to density, building height, setbacks, open space, and site design.

The amendments also include revisions to Section 18.76.040 (Nonconforming Buildings) to clarify the regulations applicable to legally established nonconforming buildings and structures. These revisions are intended to ensure that existing residential properties located within the rezoned areas may continue to be maintained, repaired, altered, and expanded in a clear and administratively workable manner, including the construction of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), consistent with State law.

The development standards for the R3-40 District were refined through public outreach and Planning Commission review. Revisions incorporated into the draft ordinance include a reduction in the maximum building height to 45 feet, the addition of stepback requirements adjacent to single-family residential uses, clarification of residential land use classifications, and updates to the City's legal nonconforming provisions. These revisions maintain the City's ability to implement Program 1 while responding to concerns raised by residents, property owners, and decision-makers throughout the public process.

The code amendments are presented in clean format within the draft ordinance included as *Attachment 1*. A redline version illustrating the proposed changes to the existing Municipal Code has also been prepared for reference purposes and is included as **EXHIBIT C** to *Attachment 1*.

ZONE CHANGE (ZC) 26-02:

Zone Change (ZC) 26-02 amends the City Zoning Map to apply the R3-40 High Density Multiple Family Residential District designation to approximately 97.1 acres across 195 parcels located

throughout the City. The proposed Zoning Map is included as **EXHIBIT D** to *Attachment 1*, and the corresponding Assessor Parcel Numbers (APNs) for the affected properties are identified in **EXHIBIT E** to *Attachment 1*.

The prezone area includes properties currently designated under a variety of zoning classifications. The selection of these sites was informed by both State housing requirements and local planning considerations. Factors evaluated included the ability of sites to accommodate residential development at densities necessary to meet RHNA obligations, existing land use patterns, redevelopment potential, parcel characteristics, and the likelihood that sites could reasonably develop during the Housing Element planning period.

GENERAL PLAN AMENDMENT (GPA) 26-02:

General Plan Amendment (GPA) 26-02 amends the General Plan Land Use Element and Land Use Map to establish the R3-40 High Density Multiple Family Residential land use designation and redesignate approximately 97.1 acres of property located throughout the City to support residential development at densities ranging from 20 to 40 dwelling units per acre. These amendments are necessary to maintain consistency between the General Plan and the implementing zoning regulations proposed through Zoning Code Amendment (ZCA) 26-03 and Zone Change (ZC) 26-02.

The General Plan serves as the City's long-range policy framework and establishes the distribution, location, and intensity of land uses throughout the community. The proposed amendments ensure that the General Plan remains consistent with the City's adopted 2021–2029 Housing Element and Program 1 (Adequate Sites), which identified the need to establish additional capacity to accommodate the City's Regional Housing Needs Allocation (RHNA).

In addition to revising the Land Use Map, the proposed amendments update the Land Use Element text to incorporate the R3-40 designation, identify the associated residential density range, and recognize higher-density residential development as part of the City's overall land use framework. These amendments provide the policy basis necessary to support the corresponding zoning changes and implementation measures required under State Housing Element Law.

The General Plan amendments do not approve any specific development project, nor do they require property owners to redevelop their properties. Rather, they establish the land use framework necessary to accommodate future housing opportunities while maintaining consistency among the Housing Element, General Plan, Zoning Map, and Municipal Code.

The Land Use Element and Land Use Map are included as **EXHIBIT AA** and **EXHIBIT BB**, respectively, to *Attachment 2*.

YIELD CALCULATIONS:

For Housing Element planning purposes, the City uses a yield assumption to estimate how many housing units are realistically likely to be constructed on sites identified to accommodate the Regional Housing Needs Allocation (RHNA). This recognizes that development at the maximum allowable density is less likely due to factors such as existing development patterns, market conditions, site-specific constraints, redevelopment feasibility, and property owner participation.

Based on historical development patterns and regional trends, the City assumed that sites identified to meet the RHNA would develop at approximately 70 percent of the maximum allowable density. Actual development may be higher or lower depending on the characteristics of individual properties.

If all 97.1 acres for rezoning were redeveloped at the maximum density of 40 dwelling units per acre, the rezoning could theoretically accommodate approximately 3,600 net additional dwelling units. However, this represents a long-term planning scenario used to evaluate zoning capacity and does not reflect an expected development outcome.

The Southern California Association of Governments (SCAG) projects that Grand Terrace will grow from approximately 4,900 households to 5,700 households by 2050, representing approximately 800 additional households over the next 25 years, or an average of approximately 32 housing units per year. Historically, Grand Terrace has experienced substantially lower levels of residential growth, adding approximately 500 housing units between 2000 and 2020, or an average of approximately 25 housing units annually, and fewer than five new housing units annually in recent years.

Accordingly, while the rezoning establishes sufficient housing capacity to comply with State Housing Element requirements, actual residential development is expected to occur incrementally over time and will continue to depend on market conditions, infrastructure availability, financing, and individual property owner decisions.

NO NET LOSS:

State Housing Element Law requires the City to maintain adequate housing capacity throughout the Housing Element planning period, commonly referred to as "No Net Loss." If a site identified in the Housing Element develops at a lower density than anticipated, or is developed with units serving a different income category than originally assumed, the City may be required to identify additional sites or complete additional rezonings to replace the lost capacity.

For example, if a site identified in the Housing Element is assumed to accommodate 100 housing units but ultimately develops with only 70 units, the City would experience a net loss of 30 units of housing capacity. Similarly, if a site identified to accommodate lower-income housing develops with only market-rate units, the City may be required to replace the lost lower-income capacity.

The rezoning establishes housing capacity beyond the minimum amount necessary to satisfy the City's current Regional Housing Needs Allocation (RHNA). This additional capacity provides flexibility should future development occur at lower densities than anticipated and reduces the likelihood that the City would need to complete additional rezonings during the remainder of the Housing Element planning period.

The City will continue to monitor housing production and remaining site capacity through its annual reporting requirements to the California Department of Housing and Community Development (HCD). If a future development results in a net loss of housing capacity, the City would evaluate the remaining inventory of rezoned sites and take any actions necessary to maintain compliance with State Housing Element Law.

ENVIRONMENTAL IMPACT:

A Notice of Exemption (NOE) was prepared in accordance with the California Environmental Quality Act (CEQA). The proposed amendments implement Program 1 of the City's adopted 2021–2029 Housing Element through amendments to the General Plan, City Zoning Map, and Title 18 (Zoning) of the Grand Terrace Municipal Code.

The legislative actions are exempt from CEQA pursuant to Public Resources Code Section 21080.085, which provides a statutory exemption for rezonings undertaken to implement an adopted Housing Element. The amendments do not approve any specific development project, but instead establish the regulatory framework and zoning capacity necessary to accommodate future housing opportunities consistent with State Housing Element Law.

The Notice of Exemption and SB 131 Statutory Exemption Report are included as **EXHIBITS F** and **G** to Attachment 1, respectively, and will be filed following approval and adoption of the proposed amendments. Based on this determination, no further environmental review is required.

FISCAL IMPACT:

This year, the Southern California Association of Governments (SCAG) made available a Regional Early Action Planning (REAP 2.0) funding grant that must be used by December 2026. The City was proactive in coordinating with the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) to utilize this opportunity to fund the rezoning efforts, objective design standards update, and development of preapproved ADU plans, all of which will be completed this year under the REAP grant. Most of the costs for this project are covered through the REAP Grant, which helps offset the bulk of the work associated with the rezoning and related updates.

City staff time for managing the project, including coordination and public hearings, will be handled through the City’s existing budget.

Overall, the grant funding, along with the use of a CEQA exemption, makes this a cost-effective effort for the City to complete a required Housing Element program while keeping direct costs relatively low.

ORDINANCE NO. xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, APPROVING ZONING CODE AMENDMENT (ZCA) 26-03, ZONE CHANGE (ZC) 26-02, AND ENVIRONMENTAL REVIEW (E) 26-04, AMENDING THE CITY ZONING MAP AND TITLE 18 (ZONING) OF THE GRAND TERRACE MUNICIPAL CODE; TO ESTABLISH THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT; TO ALLOW RESIDENTIAL DEVELOPMENT AT A DENSITY OF 20 TO 40 DWELLING UNITS PER ACRE; AND TO REZONE APPROXIMATELY 97.1 ACRES OF PROPERTY LOCATED THROUGHOUT THE CITY TO THE R3-40 DESIGNATION, CONSISTENT WITH HOUSING ELEMENT PROGRAM NO. 1 OF THE CITY'S 2021–2029 HOUSING ELEMENT

WHEREAS, the City of Grand Terrace ("City") has adopted a Zoning Code set forth in Title 18 of the Grand Terrace Municipal Code ("GTMC"), which regulates land use and development within the City; and

WHEREAS, Government Code Section 65580 et seq. requires cities to adopt and maintain a Housing Element that identifies and plans for the housing needs of all economic segments of the community; and

WHEREAS, on November 13, 2024, the California Department of Housing and Community Development (HCD) issued a letter **(EXHIBIT A)** finding that the City's Housing Element will be in substantial compliance with State Housing Element Law upon adoption of the Housing Element and completion of the required rezoning; and

WHEREAS, on March 25, 2025, the City Council adopted the 2021–2029 Housing Element (General Plan Amendment 25-01), which identifies policies and programs to accommodate the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, the City's RHNA for the 6th Cycle (2021–2029) is 630 housing units across all income levels, as determined by the Southern California Association of Governments (SCAG); and

WHEREAS, the adopted Housing Element identified a shortfall of adequate sites to accommodate the RHNA and includes Program 1 (Adequate Sites), which requires the City to rezone land to allow higher-density residential development; and

WHEREAS, Program 1 requires the City to rezone approximately 97.1 acres to allow residential development at densities of 20 to 40 dwelling units per acre under a new HDR R3-40 Multiple Family Residential District; and

WHEREAS, State Housing Element law requires that sites identified to accommodate lower-income housing be zoned at a minimum density of at least 20 dwelling units per acre and allow for by-right residential development when affordability requirements are met; and

WHEREAS, Housing Element Program 1 commits the City of Grand Terrace to rezoning 97.1 acres of the City to "High Density Residential R3-40" multiple-family residential zone on the Zoning Map and designated as "High Density Residential (HDR)" on the General Plan Land Use Map, which is comprised of one-hundred and ninety-five (195) parcels of land that are identified as Assessor's Parcel Numbers 0275-211-05, 0275-211-09, 0275-211-16, 0275-211-17, 0275-211-26, 0275-211-30, 0275-211-32, 0275-211-34, 0275-211-36, 0275-211-37, 0275-211-38, 0275-211-39, 0275-211-41, 0275-211-42, 0275-211-43, 0275-211-46, 0275-211-47, 0275-211-50, 0275-211-51, 0275-211-52, 0275-211-56, 0275-211-57, 0275-211-58, 0275-212-04, 0275-212-06, 0275-212-09, 0275-212-12, 0275-212-13, 0275-212-15, 0275-212-16, 0275-212-17, 0275-212-18, 0275-212-19, 0275-223-12, 0275-223-31, 0275-223-36, 0275-223-38, 0275-223-40, 0275-223-41, 0275-223-49, 0275-223-50, 0275-223-51, 0275-223-53, 0275-223-54, 0275-223-55, 0275-223-59, 0275-223-60, 0275-231-12, 0275-231-17, 0275-231-22, 0275-231-26, 0275-231-31, 0275-231-32, 0275-231-33, 0275-231-39, 0275-231-40, 0275-231-41, 0275-231-42, 0275-231-43, 0275-231-71, 0275-231-73, 0275-232-09, 0275-232-10, 0275-241-32, 0275-251-45, 0275-251-53, 0275-251-54, 0275-271-01, 0275-271-02, 0275-271-03, 0275-271-04, 0275-271-05, 0275-271-06, 0275-271-07, 0275-271-08, 0275-271-09, 0275-271-10, 0275-271-11, 0275-271-12, 0275-271-13, 0275-271-14, 0275-271-15, 0275-271-16, 0275-271-17, 0275-272-01, 0275-272-02, 0275-272-03, 0275-272-04, 0275-272-05, 0275-272-07, 0275-272-11, 0275-272-12, 0275-272-13, 0275-272-14, 0275-272-15, 0275-272-16, 0275-272-17, 0275-272-18, 0275-272-19, 0275-273-01, 0275-273-02, 0275-273-03, 0275-273-04, 0275-273-05, 0275-273-06, 0275-273-07, 0275-273-08, 0275-273-09, 0275-273-10, 0275-273-13, 0276-202-47, 0276-202-61, 0276-411-27, 0276-411-28, 0276-451-34, 1167-161-07, 1167-161-10, 1167-161-12, 1167-161-15, 1167-161-16, 1167-161-17, 1167-161-18, 1167-161-19, 1167-161-22, 1167-161-23, 1167-161-24, 1167-161-25, 1167-161-26, 1167-161-27, 1167-161-31, 1167-161-32, 1167-171-01, 1167-171-02, 1167-171-03, 1167-171-04, 1167-171-05, 1167-171-06, 1167-171-07, 1167-171-08, 1167-171-09, 1167-171-10, 1167-181-08, 1167-181-09, 1167-181-10, 1167-181-11, 1167-201-03, 1167-201-04, 1167-201-05, 1167-201-06, 1167-201-07, 1167-201-08, 1167-201-09, 1167-201-10, 1167-201-11, 1167-201-12, 1167-241-01, 1167-241-02, 1167-241-03, 1167-241-04, 1167-241-05, 1167-241-06, 1167-241-07, 1167-241-09, 1167-241-10, 1167-241-13, 1167-241-15, 1167-241-17, 1167-241-18, 1167-241-19, 1167-241-54, 1167-241-55, 1167-241-56, 1167-251-08, 1167-251-09, 1167-251-10, 1167-251-11, 1167-251-12, 1167-251-13, 1167-251-14, 1167-251-18, 1167-251-19, 1167-251-20, 1167-251-69, 1167-251-71, 1167-271-01, 1167-271-02, 1167-271-03, 1167-271-10, 1167-271-12, 1167-271-67, 1167-271-68, 1167-271-69, 1167-271-70, 1167-281-01, 1167-281-02; and

WHEREAS, following adoption of the City's 2021–2029 Housing Element, the California Department of Housing and Community Development (HCD), by letter dated May 22, 2025, attached hereto as **EXHIBIT B**, advised the City that the adopted Housing Element met most of the statutory requirements of State Housing Element Law but could not be found in substantial compliance until the City completed the necessary rezonings to address the shortfall of sites needed to accommodate the RHNA; and

WHEREAS, on December 17, 2025, representatives of the City and it's housing consultant Michael Baker International met with HCD to discuss the status of the Housing Element rezoning program, the anticipated schedule for completion of the required rezonings, and the City's ongoing efforts to implement Program 1; and

WHEREAS, during that discussion, HCD advised the City that failure to complete the required rezonings in a timely manner could result in the loss of Housing Element compliance and expose the City to potential consequences under State law, including but not limited to reduced eligibility for certain state funding programs, the carryover of unmet Regional Housing Needs Allocation obligations into future planning cycles, litigation, fines or other judicial remedies, limitations on local land use authority, and increased exposure to housing development applications submitted pursuant to the Housing Accountability Act and related provisions of State law; and

WHEREAS, completion of the rezonings required under Program 1 is necessary for the City to maintain substantial compliance with State Housing Element Law; and

WHEREAS, these actions increase housing capacity, facilitate reinvestment in underutilized properties, and ensure continued compliance with State Housing Element law; and

WHEREAS, these actions do not approve any specific development project and do not require property owners to develop their property; and

WHEREAS, public outreach for these actions included a Joint Planning Commission and City Council Study Session held on January 27, 2026, and a Property Owner and Community Study Session held on February 5, 2026; and

WHEREAS, On April 2,2026, the Planning Commission conducted duly noticed public hearing, and considered all testimony and evidence for Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03; and

WHEREAS, due to potential conflicts of interest involving Planning Commissioners, the Planning Commission considered these actions in two separate actions (ZCA 26-02-A / ZC 26-01-A and ZCA 26-02-B / ZC 26-01-B); and

WHEREAS, the Planning Commission's separate actions collectively constitute a single recommendation to the City Council; and

WHEREAS, in making its recommendation, the Planning Commission directed two revisions to the draft ordinance, including updates to Table 18.10.030 (Residential Land Use Regulations) to clarify residential land use classifications, and revisions to Section 18.76.040(B) and (C) to clarify the regulations applicable to legal nonconforming buildings and structures; and

WHEREAS, the Planning Commission adopted separate resolutions recommending approval of these actions to the City Council; and

WHEREAS, the City Council conducted a duly noticed public hearing on May 12, 2026, and considered all testimony and evidence for Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03; and

WHEREAS, the Grand Terrace City Council rejected this project on May 12, 2026; and

WHEREAS, at the conclusion of the May 12, 2026, public hearing, the City Council did not pass the motion to approve General Plan Amendment (GPA) 26-01, Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03, and the hearing was adjourned for continuation to May 26, 2026; and

WHEREAS, on May 26, 2026, the City Council was briefed by the city attorney on the ramifications of failing to adopt the amendments necessary to implement Program 1 of the City's 2021–2029 Housing Element, including potential impacts to the City's compliance with State Housing Element Law; and

WHEREAS, following discussion, the City Council voted to reconsider General Plan Amendment (GPA) 26-01, Zoning Code Amendment (ZCA) 26-02, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 and directed that the matter be brought back to a future re-noticed public hearing to ensure the public was properly informed prior to final action; and

WHEREAS, On May 26,2026, the Grand Terrace City Council unanimously moved to reconsider this project; and

WHEREAS, to maintain a clear and distinct administrative record following the City Council's prior consideration of GPA 26-01, ZCA 26-02, ZC 26-01, and E 26-03, the City assigned new application numbers to the current proceedings, consisting of General Plan Amendment (GPA) 26-02, Zoning Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-04; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Title 18 Zoning to establish the R3-40 High Density Multiple Family Residential District and includes residential development standards to facilitate higher-density residential development consistent with State law; and

WHEREAS, the amendments to the Grand Terrace Municipal Code are set forth in clean format within this Ordinance, and a redline version depicting the changes to the existing code text has been prepared for reference purposes and attached hereto as **EXHIBIT C**, incorporated herein by this reference; and

WHEREAS, Section 18.03.080 (Conditions Requiring Ministerial Review) identifies categories of housing developments and other projects that are subject to ministerial review in accordance with State law; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Section 18.03.080 (Conditions Requiring Ministerial Review) to clarify the types of residential projects eligible for ministerial processing and ensure continued consistency with State housing laws applicable to lower-income housing developments, supportive housing, and other projects for which ministerial review is required; and

WHEREAS, Chapter 18.06 (Definitions) establishes definitions applicable to the interpretation and administration of the Zoning Ordinance; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Chapter 18.06 (Definitions) to establish definitions for "Common Open Space" and "Private Open Space" to support the implementation of objective development standards applicable to multiple family residential development; and

WHEREAS, Section 18.09.020 "Districts Established" of Chapter 18.09 – Residential Districts and Zoning Map identifies the residential zoning districts adopted by the City and incorporated into the Official Zoning Map; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Section 18.09.020 "Districts Established" to add the R3-40 High Density Multiple Family Residential District to the list of residential zoning districts in order to implement Housing Element Program 1 and provide additional capacity to accommodate the City's Regional Housing Needs Allocation consistent with State housing law; and

WHEREAS, Table 18.10.030 "Residential Land Use Regulations" of Chapter 18.10 – Residential Districts establishes the residential land use classifications and identifies the zoning districts in which such uses are permitted, conditionally permitted, or prohibited; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Table 18.10.030 "Residential Land Use Regulations" to incorporate the R3-40 High Density Multiple Family Residential District, establish the uses permitted within the new district, and ensure consistency between the City's residential land use regulations, Housing Element Program 1, and State housing law; and

WHEREAS, Table 18.10.040 "Residential Development Standards" of Chapter 18.10 – Residential Districts establishes the development standards applicable to

residential zoning districts within the City, including standards related to density, setbacks, building height, lot coverage, and open space; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Table 18.10.040 "Residential Development Standards" to establish development standards applicable to the R3-40 High Density Multiple Family Residential District and to incorporate revisions to residential development standards in response to public outreach, Planning Commission recommendations, and City Council direction while maintaining consistency with Housing Element Program 1 and State housing law; and

WHEREAS, Section 18.76.040 "Nonconforming Buildings" of Chapter 18.76 – Nonconforming Uses and Buildings establishes the regulations governing the maintenance, repair, alteration, expansion, and reconstruction of legally established buildings that do not conform to subsequently adopted zoning regulations; and

WHEREAS, Zoning Code Amendment (ZCA) 26-03 amends Section 18.76.040 "Nonconforming Buildings" to clarify the regulations applicable to legal nonconforming buildings, including the circumstances under which additions, repairs, Accessory Dwelling Units (ADUs), and Junior Accessory Dwelling Units (JADUs) may be permitted, consistent with State law and Housing Element Program 1; and

WHEREAS, Zone Change (ZC) 26-02 amends the City Zoning Map to apply the R3-40 designation to approximately 97.1 acres across 195 parcels located throughout the City, as shown on the zoning map attached hereto as **EXHIBIT D** and incorporated herein by this reference; and

WHEREAS, the Assessor's Parcel Numbers ("APNs") corresponding to the properties identified for rezoning under Zone Change (ZC) 26-01 are set forth in **EXHIBIT E**, attached hereto and incorporated herein by this reference; and

WHEREAS, the City duly noticed the public hearing and provided notice in accordance with applicable provisions of State law and Section 18.03.070 of the Grand Terrace Municipal Code; and

WHEREAS, the City of Grand Terrace Planning and Community Development Department, on June 11, 2026, posted two (2) true and correct copies of the legal notice at the Grand Terrace City Hall Bulletin Board and at the Grand Terrace Public Library, and posted the notice on the City's website in accordance with Section 18.03.070 of the Grand Terrace Municipal Code; and

WHEREAS, the City received nine (9) written public comments regarding these proceedings, and notices of the re-noticed public hearing were mailed to the commenters on June 11, 2026; and

WHEREAS, the City of Grand Terrace Planning and Community Development Department, on June 11, 2026, mailed 2,322 copies of the Notice of Public Hearing to

affected property owners, stakeholders, and surrounding jurisdictions in accordance with applicable provisions of State law and the Grand Terrace Municipal Code; and

WHEREAS, the City of Grand Terrace Planning and Community Development Department, on June 11, 2026, published a legal notice in the Terrace City News, a newspaper of general circulation, indicating the date, time, and place of the public hearing in accordance with applicable provisions of State law and the Grand Terrace Municipal Code; and

WHEREAS, the City Council conducted a duly noticed public hearing on June 23, 2026, and considered all oral and written testimony, evidence, and the administrative record prior to taking action on this Ordinance; and

WHEREAS, Environmental Review (E) 26-04, including the Notice of Exemption **(EXHIBIT F)** and SB 131 Statutory Exemption Report **(EXHIBIT G),** demonstrate that these actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.085; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Environmental Determination (CEQA). The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.085, as documented in Environmental Review (E) 26-04, including the Notice of Exemption (**EXHIBIT F**) and SB 131 Statutory Exemption Report (**EXHIBIT G**).

SECTION 3. Based upon the foregoing and all oral and written testimony by members of the public and City staff, the City Council hereby finds that the findings for Zoning Code Amendment (ZCA) 26-02 pursuant to Grand Terrace Municipal Code Section 18.90.040 can be made as follows:

1) **Finding:** The amendment will not be detrimental to the health, safety, morals, comfort or general welfare of the persons residing or working within the neighborhood of the amendment or within the City.

   Facts in Support of Finding: Zoning Code Amendment (ZCA) 26-03 establishes the R3-40 High Density Multiple Family Residential District to implement Program 1 of the City's adopted 2021–2029 Housing Element and facilitate compliance with State Housing Element Law.

The amendment establishes development standards governing future residential development, including standards related to building placement, height, setbacks, parking, open space, landscaping, and site design. The amendment does not approve any specific development project, and any future development proposals will be required to comply with all applicable provisions of the Grand Terrace Municipal Code, Building Code, Fire Code, and other local, regional, and state regulations.

The City conducted extensive public outreach during the development of the amendment, including study sessions with the Planning Commission, City Council, affected property owners, and the broader community. Based on public input received through this process, revisions were made to the development standards, including modifications to accessory dwelling unit allowances, legal nonconforming use provisions, and other zoning regulations intended to address community concerns while maintaining consistency with State law.

The establishment of objective and predictable zoning standards to accommodate housing opportunities consistent with the City's Housing Element supports orderly growth and development and will not be detrimental to the public health, safety, morals, comfort, or general welfare of the community.

2) **Finding:** The amendment will not be: Injurious to property or improvements in the neighborhood or within the City.

Facts in Support of Finding: The amendment modifies the City's Zoning Code to permit higher-density residential development consistent with the City's Housing Element and applicable State housing laws. The amendment establishes a regulatory framework for future development but does not authorize construction of any specific project.

All future development within the R3-40 District will be subject to applicable zoning regulations, objective development standards, building permit review, and inspection requirements to ensure that new development is appropriately designed and constructed.

As a result of public outreach and feedback received during the public review process, the City revised the development standards to reduce maximum building heights and increase setback requirements in certain circumstances to improve compatibility with surrounding neighborhoods. These modifications further ensure that future residential development within the R3-40 District is compatible with adjacent uses and will not be injurious to property or improvements within the City.

Because the amendment establishes standards for the review of future development rather than approving a specific project, the amendment itself will not

result in direct impacts to surrounding properties and instead provides a consistent and predictable framework for future development.

3) **Finding:** The amendment will be consistent with the latest adopted general plan.

Facts in Support of Finding: Zoning Code Amendment (ZCA) 26-03 implements Program 1 (Adequate Sites) of the City's adopted 2021–2029 Housing Element, which is one of 21 implementation programs intended to address the City's housing needs throughout the planning period.

The Housing Element is one of the mandatory elements of the General Plan and functions as part of a larger, coordinated planning effort. In conjunction with the Housing Element update, the City has completed updates to the Safety Element and the Local Hazard Mitigation Plan, and is preparing an Environmental Justice Element, all of which work together to ensure the General Plan remains comprehensive, internally consistent, and responsive to evolving State requirements.

The amendment establishes the R3-40 High Density Multiple Family Residential District to accommodate higher-density residential development consistent with the goals, policies, and programs of the Housing Element and Land Use Element.

The amendment ensures that the City maintains compliance with State Housing Element Law, accommodates its Regional Housing Needs Allocation (RHNA), and advances implementation of the General Plan. Therefore, the proposed amendment is consistent with the latest adopted General Plan.

SECTION 4. Section 18.03.080, "Conditions Requiring Ministerial Review," of Chapter 18.03 (General Provisions) of Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby amended to update and clarify the categories of projects subject to ministerial review, to read in its entirety as follows:

"18.03.080 Conditions requiring ministerial review.

Notwithstanding any other provision of this Title, the following shall not require a permit, conditional use permit, or other discretionary review or approval that would constitute a "project" for the purposes of Division 13 (commencing with Section 21000) of the California Public Resources Code:

A. Multiple family housing developments in which at least twenty percent (20%) of the total number of units, exclusive of density bonus units, are affordable to lower-income households where identified as a lower-income site to meet the Regional Housing Needs Allocation in the current Housing Element in compliance with Government Code Section 65583.2(c), and that were either:

   1. Rezoned to meet the lower-income household Regional Housing Needs Allocation;

2. Non-vacant sites identified in one Housing Element prior to the current Housing Element planning period (e.g., identified in the 5th cycle before the 6th cycle); or
3. Vacant sites identified in two or more consecutive Housing Elements prior to the current Housing Element planning period (e.g., the 4th and 5th cycles before the 6th cycle).

B. Supportive housing developments in zones where multiple family and mixed-use developments are permitted, including nonresidential zones permitting multiple family use, in conformance with California Government Code Section 65651 and all objective standards applicable to multiple family residential uses.

C. Any other use or project for which State law requires the City to utilize a ministerial review process.**"**

SECTION 5. Sections 18.06.172 "Common Open Space" and 18.06.607 "Private Open Space" of Chapter 18.06 – DEFINITIONS of the Grand Terrace Municipal Code are hereby added to read as follows:

"18.06.172 Common open space.

"Common open space" means a court, landscape, recreation building/facility or other outdoor area which is used for landscape and/or recreation and that has common access from more than one dwelling unit. Common open space may also include the water area of a pool and common recreation facilities or gardens located on top of a building or parking structure. Open space does not include off-street parking and loading areas or driveways.

18.06.607 Private open space.

"Private open space" means any private balcony, porch, deck, patio, court, ground level yard or roof deck that is accessible from only one unit. Open space does not include off-street parking and loading areas or driveways.**"**

SECTION 6. Chapter 18.09, "Residential Districts and Zoning Map," of Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby amended to add the R3-40 High Density Multiple Family Residential District to the list of established residential zoning districts and make related conforming updates to Chapter 18.09. The final adopted version of Chapter 18.09, as amended herein, shall read as follows:

"Chapter 18.09 RESIDENTIAL DISTRICTS AND ZONING MAP

18.09.010 Purpose.

The purpose of this Chapter is to establish the various residential zoning districts within the City.

A. (Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.020 Districts established.

The following residential zoning districts are established:

RH	Hillside Single Family Residential District
R1-20	Very Low Density Single Family Residential District
R1-10	Low Density Single Family Residential District
R1-7.2	Single Family Residential District
R2-10	Low Density Multiple Family Residential District
R3-12	Medium Density Multiple Family Residential District
R3-20	Medium High Density Multiple Family Residential District
R3-40	High Density Multiple Family Residential District
BRSP	Barton Road Specific Plan District
AP	Administrative Professional Office District
C2	General Business District
CM	Commercial Manufacturing District
MR	Restricted Manufacturing District
M2	Industrial District
PUB	Public Facilities District

B. (Ord. No. 357, § 4, 8-13-2024; Ord. No. 298, § 7, 10-11-2016; Ord. No. 264, § 10, 6-12-2012; Ord. 126 § 2, Exh. A(part), 1990)

18.09.021 Overlays established.

AG-1	Agricultural Overlay No. 1
AG-2	Agricultural Overlay No. 2
FP	Floodplain Overlay
O-40	High Density Multiple Family Residential Overlay

18.09.022 Specific Plans established.

BMSP	The Blue Mountain Specific Plan
BMSVSP	The Blue Mountain Senior Villas Specific Plan

BRSP The Barton Road Specific Plan

GBSP The Greenbriar Specific Plan

GSP The Gateway at Grand Terrace Specific Plan

“

SECTION 7. Chapter 18.10, "Residential Districts," of Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby amended to update the purpose and applicability provisions of the residential districts; establish the R3-40 High Density Multiple Family Residential District; clarify the application of State housing laws related to ministerial review, small lot subdivisions, and urban lot splits; correct miscellaneous grammatical and formatting errors; and amend Table 18.10.030, "Residential Land Use Regulations," to incorporate the R3-40 district, revise residential land use classifications, and identify the uses permitted within each residential zoning district. The final adopted version of Chapter 18.10, as amended herein, shall read as follows:

“Chapter 18.10 RESIDENTIAL DISTRICTS[1]

18.10.010 Purpose.

The residential zones contained in this Chapter are intended to carry out the goals and objectives of the community's General Plan, Housing Element, and State Housing Law with respect to residential land uses and residential development. These goals and objectives are to be achieved through the following purposes established for the residential zones:

A. To provide for development in accordance with the General Plan;

B. To promote the most appropriate and efficient use of the land while providing a variety of housing opportunities to the community;

C. To promote a compatible relationship between residential, commercial and other types of land uses located in the community;

D. To promote the public health, safety and welfare through encouraging the appropriate type and size of development for the community;

E. To manage development with respect to its type, size and location in order to prevent harmful encroachment of disruptive development into the community's residential neighborhoods.

(Ord. 146 § 1(part), 1993: Ord. 126 § 2, Exh. A(part), 1990)

The provisions of Section 18.03.080 shall apply in determining projects that shall not require a permit, conditional use permit, or other discretionary review or approval.

[1]Ord. No. 264, § 11, adopted June 12, 2012, changed the title of Chapter 18.10 from "RH, R1, R2, R3 and R3-S Residential districts" to "Residential districts."

18.10.020 Residential districts.

The following districts are designed to implement the goals and objectives of the General Plan. Each district contains specific land use regulations and density ranges for development.

A. RH, Hillside Single Family Residential District. This district is intended for very low density single-family residential development with a maximum retention of open space. It is located in the portions of the City identified in the General Plan's master environmental analysis as having severe development limitations related to topography and soil conditions. The maximum density allowed in this district is one (1) dwelling unit per gross acre.

B. R1-20, Very Low Single Family Residential District. This district is intended for very low density single-family residential use. The minimum lot size is 20,000 square feet with a maximum density of two (2) dwelling units per gross acre.

C. R1-10, Low Density Single Family Residential District. This district is intended for low density single-family residential use. The minimum lot size is 10,000 square feet with a maximum density of four (4) dwelling units per gross acre.

D. R1-7.2, Single Family Residential District. This district is intended for single-family residential use. The minimum lot size is 7,200 square feet with a maximum density of five (5) dwelling units per gross acre.

E. R2-10, Low Density Multiple Family Residential District. This district is intended for single-family residential use and low density multiple family development. The minimum lot size is 10,000 square feet with a maximum density of nine (9) dwelling units per gross acre.

F. R3-12, Medium Density Multiple Family Residential District. This district is intended for medium density multiple family development. The minimum lot size is 12,000 square feet with a maximum density of twelve (12) dwelling units per gross acre.

G. R3-20, Medium High Density Multiple Family Residential District. This district is intended for medium high density multiple family development, which may include affordable housing. The minimum lot size is 12,000 square feet with a maximum density of twenty (20) units per acre.

H. R3-40, High Density Multiple Family Residential District. This district is intended for high density multiple family development, which may include affordable housing. The minimum lot size is 5,500 square feet with a minimum density of twenty (20) units per acre and a maximum density of forty (40) units per acre. Example project types may include garden-style apartments, courtyard buildings, townhomes, multiplexes, and other multiple family housing types. Single-family residential development or any residential development at a density less than twenty (20) dwelling units per acre is prohibited.

(Ord. No. 298, § 8, 10-11-2016; Ord. No. 264, §§ 12, 13, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 126 § 2, Exh. A(part), 1990)

18.10.021 Small lot subdivisions.

Deviations from the noted minimum lot size in all residential districts may occur in compliance with the following:

A. Small lot subdivisions established by the Starter Home Revitalization Act of 2021, which is codified in State law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.

B. Urban lot splits established by the Housing Opportunity and More Efficiency “HOME” Act of 2021, which is codified in State law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.

Deviations from the minimum density standards may also occur pursuant to Chapter 17.29 of the zoning ordinance, Small Lot Subdivisions "Starter Home Revitalization Act.” This includes a requirement that small lot subdivisions on parcels identified in the Housing Element for the current planning period must result in at least as many units as projected for the parcel in the Housing Element. For small lot subdivisions on parcels not identified in the Housing Element for the current planning period, the development must result in sixty-six percent (66%) of the maximum allowable residential density specified in the zoning district in which the parcel is located, or sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B), whichever is greater. If the zoning district in which the parcel is located does not specify a maximum allowable density, then the development must result in sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B).

18.10.030 Use regulations.

Uses listed in Table 18.10.030 shall be allowed in one or more of the residential districts as indicated in the columns below each district heading. Permitted uses are indicated by the letter "P" while the letter "C" indicates uses which require a conditional use permit. A dash (“-“) indicates the use is not permitted in the specified zone.

TABLE 18.10.030
RESIDENTIAL LAND USE REGULATIONS

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	R3-20	R3-40
A. Residential Uses								
Single-Family (Detached), Full Sized	P	P	P	P	P[a]	P[b]	-	-
Second Units (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-
Two-Unit Developments (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-
Single-Family (Attached) (Duplexes, Triplexes, and Fourplexes)	-	-	-	-	P	P	P	-

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	R3-20	R3-40
Multiple Family Units	-	-	-	-	P	P	P	P
Manufactured Housing (As Permitted Per Chapter 18.66)	P	P	P	P	P	P	P	P
Mobile Home Park	-	-	-	-	C	C	C	C
Senior Citizen Housing	-	-	-	-	-	-	P	P
Small Lot Subdivision "Starter Home Revitalization Act" (Subject to Chapters 17.29 and 18.10)	P	P	P	P	P	P	P	P
Urban Lot Splits “Housing Opportunity and More Efficiency” (HOME) Act of 2021 (Subject to Chapters 17.29 and 18.65)	-	P	P	P	-	-	-	-
Planned Residential Development (As Permitted Per Section 18.10.090)	-	-	-	-	P	P	P	P
B. Residential Accessory Structures								
Accessory Structure	P	P	P	P	P	P	P	P
Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P	P	P
Junior Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P	P	P
Guest House	C	C	C	C	C	C	-	-
Private Garage	P	P	P	P	P	P	P	P
Private Swimming Pool	P	P	P	P	P	P	P	P
Home Occupation (As Permitted Per Chapter 5.06)	P	P	P	P	P	P	P	P
Keeping of Cats and Dogs (Maximum of Two Each)	P	P	P	P	P	P	P	P
Other Accessory Uses (As Approved by the Planning and Community Development Director)	P	P	P	P	P	P	P	P
C. Other Uses								
Churches (Minimum Three-Acre Parcel)[e]	C	C	C	C	C	C	C	C[d]
Electric Vehicle Charging Stations (accessory use)[i]	P	P	P	P	P	P	P	P
Schools (Private and Parochial)[e]	C	C	C	C	C	C	C	C[d]
Public Park and Playground[e]	P	P	P	P	P	P	P	P[d]
Public Facilities (and Quasi- Public)[e]	C	C	C	C	C	C	-	-
Family Day Care Small (Eight or Less Children)[e]	P	P	P	P	P	P	P	P

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	R3-20	R3-40
Family Day Care Large (Nine or More Children)[e]	P	P	P	P	P	-	P	P
Residential Care Facility (Six or Less Persons)	P	P	P	P	P	P	P	P
Residential Care Facility (Seven or More Persons)[f]	-	-	-	-	C	C	P	P
State Licensed Congregate Living Health Facility (CLHF)[h]	-	-	-	-	C	C	C	C
Single Room Occupancy	-	-	-	-	C	C	-	-
Utility or Service Facility[e]	C	C	C	C	C	C	-	-
Outdoor Recreation Facility[e]	C	C	C	C	C	C	-	-
D. Temporary Uses								
Temporary Uses (As Approved by Planning and Community Development Director)	P	P	P	P	P	P	P	P
Temporary Trailers (As Approved by Planning and Community Development Director)	P	P	P	P	P	P	P	P

Footnotes:

a. A second single-family detached unit (full-sized single-family detached dwelling) shall be permitted in the R2-10 zone provided that the lot or parcel in question meets the minimum area requirement for the R2-10 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit review application for the second-family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be ministerially approved prior to the issuance of building permits. In addition, all development standards of the underlying R2-10 zone must be adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the State and City.

b. A second-family detached unit (full sized single-family detached dwelling) shall be permitted in the R3-12 zone provided that the lot or parcel in question meets the minimum area requirements for the R3-12 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit review application for the second- family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be required to be approved prior to the issuance of building permits. All development standards of the underlying R3-12 zone must be adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the State and City.

c. "P" stands for "Permitted Use" where the use is permitted by right; and "C" stands for "Conditional Use" where the use requires a conditional use permit.

d. Churches, schools (private and parochial), public parks, and playgrounds shall be permitted in the R3-40 zone for projects where at least fifty percent (50%) of the gross floor area is multiple family residential use.
e. Notwithstanding anything indicating otherwise in this Table, this use is prohibited on a parcel that was created by an urban lot split, pursuant to Subsection 17.30.050(A).
f. Subject to administrative conditional use permit.
g. Notwithstanding anything indicating otherwise in this Table, this use shall be prohibited if the finding of a specific, adverse impact is made in accordance with Subsection 18.65.020(C).
h. CLHFs are required to comply with the City's Objective Design Standards (ODS) and a State license is required to operate as a Congregate Living Health Facility (CLHF) in California. A CLHF means a residential home with a capacity of no more than 18 beds (except a facility operated by a city and county for purposes of delivering services may have a capacity of 59 beds; or, a facility not operated by a city and county servicing persons who are terminally ill, persons who have been diagnosed with a life-threatening illness, or both, that is located in a county with a population of 500,000 or more persons, or located in a county of the 16th class pursuant to Section 28020 of the Government Code, may have not more than 25 beds for the purpose of serving persons who are terminally ill) that provides inpatient care, including the following basic services: medical supervision, 24-hour skilled nursing and supportive care, pharmacy, dietary, social, recreational, and at least one type of the following service:
    (A) Services for people who are mentally alert, people with physical disabilities, who may be ventilator dependent.
    (B) Services for people who have a diagnosis of terminal illness, a diagnosis of a life-threatening illness, or both. Terminal illness means the individual has a life expectancy of six months or less as stated in writing by his or her attending physician and surgeon. A "life-threatening illness" means the individual has an illness that can lead to a possibility of a termination of life within five years or less as stated in writing by his or her attending physician and surgeon.
    (C) Services for persons who are catastrophically and severely disabled. A person who is catastrophically and severely disabled means a person whose origin of disability was acquired through trauma or nondegenerative neurologic illness, for whom it has been determined that active rehabilitation would be beneficial and to whom these services are being provided. Services offered by a congregate living health facility to a person who is catastrophically disabled shall include, but not be limited to, speech, physical and occupational therapy.
i. Residential Electric Vehicle Charging Stations shall be processed by the City in compliance with AB 970 (McCarty, 2021) subject to the specific binding timelines for the expedited, streamlined, ministerial review and approval of Electric Vehicle Charging Station (EVCS) permit applications per Assembly Bill 1236 (Chiu, 2015). The review periods for Electric Vehicle Charging Stations are determined based on the size of the proposed project.

Application Completeness

- 1-25 Electric Vehicle Charging Stations at a single site: 5 business days
- 26 or more stations at a single site: 10 business days

Application Approval

- 1-25 Electric Vehicle Charging Stations at a single site: 20 business days
- 26 or more stations at a single site: 40 business days

Conditions of Approval for Expedited Review

- A completed Submittal Requirements Checklist.
- All proposed Electric Vehicle Charging Stations and equipment shall conform with the City of Grand Terrace Objective Design Standards (ODS)
- Electric Vehicle Charging Station equipment including transformers, generating stations, energy storage units, and any other electric vehicle charging station related equipment must be adequately screened from visible view to the satisfaction of the City by one or combination of the following:
    - Permanent masonry enclosure with decorative block wall and metal roof covering. Access gates/doors to be lockable and secure.
    - Shrink wrap material acceptable to the City's Objective Design Standards

k. State Law SB 234 known as the “California Child Day Care Facilities Act” of 2021 designates small and large family daycare homes as a residential use of property. SB234 prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home and large family daycare home.

(Ord. No. 359, § 6, 8-13-2024; Ord. No. 338, § 13, 5-24-2022; Ord. No. 336-U, § 16, 1-25-2022; Ord. No. 298, § 9, 10-11-2016; Ord. No. 264, §§ 14, 15, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 199 §§ 4, 5, 2002; Ord. 126 § 2, Exh. A(part), 1990)

SECTION 8. Table 18.10.040, "Site Development Standards," of Chapter 18.10 (Residential Districts) of Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby amended to establish development standards for the R3-40 High Density Multiple Family Residential District, including standards related to density, setbacks, building height, open space, and other site design requirements. The final adopted version of Table 18.10.040 shall read as follows:

18.10.040 Site development standards.

The site development standards established for each residential district are as shown in Table 18.10.040.

TABLE 18.10.040
RESIDENTIAL BUILDING SITE DEVELOPMENT STANDARDS

Development Feature	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	R3-20	R3-40[h]
Lot Area[1]	_[a]	20,000	10,000	7,200	10,000	12,000	12,000	5,500
Lot Area (Small Lot Subdivision)[1]	_[a]	1,200	1,200	1,200	600	600	600	600
Lot Width[2]	_[a]	100	60	60	60	60	60	50
Lot Depth[2]	_[a]	150	100	100	100	100	100	90
Front Yard Setback[2]	_[a]	25[b]	25[b]	25[b]	25[b]	25[b]	25[b]	15[b]
Rear Yard Setback[2]	_[a]	35[b]	35[b]	20[b]	20[b]	20[b]	20[b]	15[b]
Side Yard Setback[2]	_[a]	_[b]	_[b]	_[b]	_[b]	_[b]	_[b]	_[b]
Setback from Single Family Zone for Portion of Multiple Family Building over 25 Feet in Height[2]	_[a]	-	-	-	-	-	-	20[k]
Density[3]	_[a]	1-2	1-4	1-5	1-9	1-12[c]	13-20[c]	20-40[c]
Density[3] (Small Lot Subdivision)	_[a]	-	-	-	-	-	-	-
Living Area (Minimum square feet)								
Single Family	_[a]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	-	-
Duplex, Triplex, Four-plex and Multiple Family	_[a]	-	-	-	-	-	_[g]	-
Height[4]	_[a]	35	35	35	35	35	35	45
Lot Coverage (Maximum percent)	_[a]	40	50	50	60	60	60	75
Distance Between Buildings[2]	_[a]	5	5	5	10	10	10	10
Private Open Space[1]	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]	50 sf/du for not less than twenty-five percent (25%) of total units[i]
Common Open Space	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]	50 sf/du[i]

Footnotes:

1 Minimum Square Feet
2 Minimum Linear Feet
3 Residential Dwelling Units per Gross Acre not counting any density bonus
4 Maximum Linear Feet

a. A specific plan shall be required for all proposed projects (including tentative parcel or tract maps) which include any property located within this district, except that a specific plan shall not be required for existing parcels that are one acre or less in size, are readily served by existing infrastructure, have public access, and fire services can be readily provided. Such specific plan shall establish site development standards on a project by project basis in consideration of the existing topography and other physical constraints. The specific plan shall not create a density greater than one (1) dwelling unit per gross acre and shall be consistent with the City's General Plan. The specific plan may consider a clustered development concept in order to preserve large areas of open space and minimize the project's impact on the physical environment.

b. The following apply to front, rear and side yard requirements as noted:
   1. Slopes exceeding five percent (5%) shall be permitted no closer to a residential structure than a distance equal to the required side and rear yard setbacks. In the R1-10 district and the R1-20 district, the thirty-five (35) foot rear yard setback may include ten (10) feet of slope that is greater than five percent (5%).
   2. In the case of a parcel or tract map, the twenty-five (25) foot front yard setback requirement may range from twenty-two (22) feet to twenty-eight (28) feet, with an average of twenty-five (25) feet for all proposed lots.
   3. In the case where an existing legal nonconforming structure is located within a required setback area, the legal nonconforming structure may be enlarged within the required setback area subject to the following conditions:
      a. The proposed addition does not further reduce the depth of the existing setback area; and
      b. The proposed addition is located no closer than five (5) feet from any property line.
   4. For the R1-20, R1-10, and R1-7.2 zones, the minimum total side yard setback of all side yards combined shall be no less than fifteen (15) feet, with a minimum side yard setback of five (5) feet on any one side, or ten (10) feet on the driveway or garage side.
   5. For all R2 and R3 zones, the minimum total side yard setback of all side yards combined shall be no less than twenty (20) feet, with a minimum side yard setback of five (5) feet on any one side.
   6. No portion of any multiple family building over 25 feet in height shall be closer than 20 feet to a property line abutting a single family zone.

c. A density bonus shall be permitted in accordance with the California Government Code and this Title.

d. For the purposes of this Chapter, the following terms shall be defined as follows:
"Living area" means the enclosed area of a residential dwelling unit, excluding porches, patios, carports, garages, storage areas or auxiliary rooms.
"Multiple-family" means one- or two-bedroom units only.

f. Not more than the permitted percent of the total parcel may be devoted to main and accessory structures, parking areas, driveways and covered patios. The remaining percent of the total parcel shall be devoted to open areas such as landscaping, lawn, outdoor recreational facilities, incidental to residential development, including swimming pools,

tennis courts, putting greens, uncovered patios and walkways. Said open areas shall consist of not less than two hundred (200) square feet of open space per dwelling unit.

g. Senior citizen housing's development standards will be established through the specific plan process.

h. Development is prohibited within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within the State responsibility area, as defined in Section 4102. This does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or State fire mitigation measures applicable to the development, including but not limited to standards established under all of the following provisions or their successor:

(1) Section 4291 of Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

i Refer to the Objective Design Standards for multiple family residential development and mixed-use development for regulation of open space requirements.

(Ord. No. 325, § 4(Exh. 1), 5-28-2019; Ord. No. 298, § 10, 10-11-2016; Ord. No. 264, §§ 16, 17, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 146 § 1(part), 1993; Ord. 126 § 2, Exh. A(part), 1990)

SECTION 9. Table 18.10.041, "Required Setbacks for Accessory Structures," of Section 18.10.041, "Residential Supplemental Development Standards," of Chapter 18.10 (Residential Districts) of Title 18 (Zoning) of the Grand Terrace Municipal Code is hereby added to establish setback requirements applicable to accessory structures associated with residential uses. The final adopted version of Table 18.10.041 shall read as follows:

18.10.041 Residential supplemental development standards.

A. Accessory uses and structures.

1. Required setbacks.

Table 18.10.041
Required Setbacks For Accessory Structures

Accessory Structure	Type of Setback	Minimum Required Setback (Single Family)	Minimum Required Setback (Multiple Family)

Patio covers, gazebos, storage sheds[d, e], stationary barbecues, gas fireplaces, gas fire pits, canopies and similar structures	Interior side yard[a,b]	5 feet	-
	Street side yard	5 feet	-
	Rear yard	5 feet	-
	Between structures over 120 square feet of area	6 feet	-
Enclosed patios	Interior side yard	5 feet	5 feet
	Street side yard	5 feet	5 feet
	Rear yard	15 feet	15 feet
	Rear yard when backing up to an arterial roadway, railroad right-of-way, Southern California Edison right-of-way, County flood control channel, or nonresidential zoned property	10 feet	10 feet
Workshops	Interior side yard	5 feet	5 feet
	Street side yard	5 feet	5 feet
	Rear yard	10 feet	10 feet
Balconies	Front setback – above yard area	15 feet	15 feet
	Front setback – front entry garage[c]	23 feet	23 feet
	Interior side yard	10 feet	10 feet
	Street side yard	5 feet	5 feet
	Rear yard	15 feet	15 feet
	Rear yard when backing up to a street, railroad right-of-way, Southern California Edison right-of-way, County flood control channel, or nonresidential zoned property	10 feet	10 feet
Swimming pool	Interior side yard	5 feet	5 feet
	Street side yard	10 feet	10 feet
	Rear yard	5 feet	5 feet
	Front yard	15 feet	15 feet

Notes:

a. On lots with only one side yard, the minimum required side setback for patio covers shall be three (3) feet.
b. Condominiums and townhouses shall have a minimum side yard setback of three (3) feet for patio covers.
c. For side entry garages, setback to be determined by City Council at the time of Site and Architectural Review or amendment to Site and Architectural approval.
d. Storage sheds requiring building permit per California Building Code Section 105.1 must adhere to zoning setbacks. Storage sheds exempt from building permits per the California Building Code Section 105.2 are exempt from zoning setback requirements.
e. The total number of exempt storage sheds allowed on a single-family district lot shall not exceed four hundred eighty (480) square feet of total aggregate area.

2. Maximum height for an accessory structure.

Table 18.10.050-2
Maximum Height For Accessory Structures

Accessory Structure	Maximum Height
Patio covers and gazebos	12 feet
Storage sheds and similar structures	8 feet
Workshops	12 feet
Stationary barbecue, gas fireplaces, and gas fire pits	8 feet
Canopies	10 feet

3. Specific accessory structure development standards.
    a. Balconies or decks for single-family structures.
        i. Outside stairway. There shall be no outside stairway in single-family districts.
        ii. Screen or guardrail. A minimum thirty-six (36) inch high screen or guardrail shall be constructed of materials compatible with the design of the structure.
        iii. Screen wall. A screen wall, a minimum of six (6) feet in height, shall be constructed on both sides (ends) of the balcony or deck for the full depth of the balcony or deck or as required by the conditions of approval. This requirement may be waived by the Planning and Community Development

Director where it is clear that the balcony will not negatively impact adjacent residential properties.

iv. Maximum size. The maximum size of a balcony or deck shall be one hundred twenty (120) feet square feet.

v. Doors. There shall be no outside doors above the first story except when allowed with an approved balcony or deck.

vi. Enclosure. Balconies or decks shall not be enclosed except by the adjoining residential unit and any required screen walls.

b. Patio covers. Patio covers shall not cover more than fifty percent (50%) of the required rear yard area.

c. Storage sheds. Storage sheds shall not exceed one hundred twenty (120) square feet in area. Permanent electrical service shall not be allowed within storage sheds.

d. Workshops.

i. Minimum/maximum. Workshops shall have a minimum area of one hundred twenty (120) square feet and not exceed a maximum area of four hundred (400) square feet.

ii. Habitable area. Workshops shall not contain any habitable areas and shall not be used for habitation of humans.

iii. Enclosure. Workshops shall be fully enclosed and shall contain at least one (1) door not less than thirty-two (32) inches in width and may contain no interior walls. If greater than two hundred (200) square feet, workshops shall contain a window with a minimum dimension of twenty-four (24) inches by thirty-six (36) inches.

iv. Permit. Building permits are required for workshops.

v. Separation. Workshops shall be located at least ten (10) feet from any portion of a residential structure.

e. Canopies.

i. Location. Canopies are not to be permitted in the front yard area or visible from the public-right-of-way.

ii. Maintenance. Canopies shall be maintained and remain in good condition at all times.

iii. Temporary permitted use. Canopies may be located in a front yard area or be visible from the public right-of-way for up to seventy-two (72) hours, with a temporary use permit.

18.10.060 Mechanical Equipment

A. Mechanical equipment.

1. Location. Mechanical equipment (e.g., HVAC units) may be located in the rear yard, side yard, or on the roof. Such equipment may only be located in an interior side yard if it is not feasible to locate it in the rear yard. All equipment in the side yard shall be located at the farthest possible location away from windows on the adjacent property but in no case shall the equipment be less than ten (10) feet from any window on the adjacent property. Pool equipment is only permitted in the rear yard area.

2. Visibility. All reasonable efforts shall be taken to ensure that mechanical equipment is not visible from public streets and is screened from view of adjacent residential properties in a manner approved by the Planning and Community Development Director.

3. Chimney structures.

   a. Chimney structures that are incorporated within or affixed to the exterior of a residential structure shall be enclosed within a chassis and finished with brick, rock, stucco, or wood/metal siding. All materials, except for brick and rock, used for the chimney are required to be painted with colors that are compatible with the residence and any other chimney structure on the residence.

   b. Round metal pipes, clay pipes, guy wires, and straps for chimneys shall be fully enclosed within the chassis and shall not be visible from the property line.

   c. Gas vent pipes and other mechanical ducts that are less than six (6) inches in diameter when leaving the interior of the structure are exempted from these requirements.

SECTION 10. Section 18.76.040 "Nonconforming Buildings" of Chapter 18.76 – NONCONFORMING USES AND BUILDINGS of the Grand Terrace Municipal Code is hereby amended to read in its entirety as follows:

"Chapter 18.76 NONCONFORMING USES AND BUILDINGS

Sections:

18.76.010 Purpose.

The purpose of this Chapter is to establish the permitted use, expansion and maintenance of nonconforming uses and buildings located within the City.

(Ord. 151 § l(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.020 Nonconforming use of land.

The lawful use of land existing at the time of the adoption of the ordinance codified in this Title, although such use does not conform to the regulations, specified in this Title for the district in which such land is located, may be continued; provided, that no such use shall be enlarged or increased, nor be extended to occupy a greater area than that occupied by such use at the time of the adoption of the ordinance codified in this Title, and when any such use ceases the subsequent use of such land shall be in conformity to the regulations specified by this Title for the district in which such land is located.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.030 Nonconforming use of buildings.

A. The lawful use of a building existing at the time of the adoption of the ordinance codified in this Title may be continued, although such use does not conform to the regulations specified for the district in which the building is located.

B. The nonconforming use of a portion of a building may be extended throughout the building; provided, that in each case a use permit shall first be obtained.

C. The nonconforming use of a building may be changed to a use of the same or more restricted nature; provided, that in each case a use permit shall first be obtained.

D. If the nonconforming use of a building and/or operations within a building ceases for a continuous period of six (6) months, it shall be considered terminated and the building shall thereafter be used only in accordance with the regulations for the district in which it is located. In no case shall a residential use that was lawfully established according to the standards at the time of development in a residential zone be required to be terminated or removed.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.031 Termination—Discontinuance of use.

A. Such discontinuance of the active and continuous operation of such nonconforming use, or part or portion thereof, for such periods, is construed and considered to be an abandonment of such nonconforming uses, regardless of any reservation of an intent not to abandon same or of an intent to resume active operations.

B. If actual abandonment in fact is evidenced by the removal of buildings, structures, machinery, equipment and other evidences of such nonconforming use of the land and premises, the abandonment shall be construed and considered to be completed within a period of six (6) months and all rights to reestablish or continue such nonconforming use shall thereupon terminate.

(Ord. 151 § 1(part), 1994)

18.76.032 Termination—Violation of laws.

Any of the following violations of the municipal code shall immediately terminate the right to operate a nonconforming use except as otherwise provided:

A. Changing a nonconforming use to a use not permitted in the zone;
B. Increasing or enlarging the area, space or volume occupied by or devoted to such nonconforming use;
C. Addition to a nonconforming use of another use not permitted in the zone.

(Ord. 151 § 1(part), 1994)

18.76.033 Termination—Operation of use.

The following nonconforming uses and structures shall be discontinued and structures removed from their sites within the time periods specified in this section, commencing with January 27, 1994, except when extended or revoked as otherwise provided:

A. Where the property is unimproved, one (1) year;
B. Where the property is unimproved except for structures of a type for which the City building code does not require a building permit, three (3) years;
C. Where the property is unimproved except for structures which contain less than one hundred (100) square feet of gross floor area, three (3) years;
D. Signs, three (3) years;
E. A nonconforming use conducted in a structure designed to serve a use permitted in the zone, five (5) years;
F. In other cases twenty (20) years from January 27, 1994, or amendment thereto establishing nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:

    1. Type IV and Type V buildings (light incombustible frame and wood frame) used as:

        a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses and other buildings used for residential occupancy, twenty-five (25) years,
        b. Stores and factories, twenty-five (25) years,
        c. Any other building not herein enumerated, twenty-five (25) years;

    2. Type III buildings (heavy timber construction and ordinary masonry) used as:

a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty (30) years,
b. Structures with stores below and residences, offices or a hotel above, thirty (30) years,
c. Warehouses, stores and garages, thirty (30) years,
d. Factories and industrial buildings, thirty (30) years;

3. Type I and Type II buildings (fire-resistive) used as:

a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty (30) years,
b. Theaters, warehouses, stores and garages, thirty (30) years,
c. Factories and industrial buildings, thirty (30) years.

(Ord. 151 § 1(part), 1994)

18.76.034 Termination—Abatement as a public nuisance.

Whenever a nonconforming use or structure becomes obsolete, dilapidated, substandard, unsafe, or exists in a state of general disrepair, the Planning Commission may hold a public hearing to evaluate and make declaration of nuisance.

(Ord. 151 § 1(part), 1994)

18.76.040 Nonconforming buildings.

A. No use permit is required for the following:

1. Ordinary maintenance and repairs may be made to any nonconforming building; provided, that no structural alterations and/or additions are made; provided further, that such maintenance and repairs do not exceed twenty-five percent (25%) of the assessed value of the building in any one (1) year period;
2. Any repairs necessary to bring a nonconforming building into compliance with City codes regardless of whether such repairs exceed twenty-five percent (25%) of the assessed value of the building in any one (1) year period; provided, that the total floor area in the building shall not be increased.
3. Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) shall be allowed subject to the standards in Chapter 18.69 without further restriction by this section.

B. A conditional use permit is required for the following:

1. Ordinary maintenance and repairs to any nonconforming building which exceed twenty-five percent (25%) of the assessed value of the building in any one (1) year period;
2. Any structural alterations and/or additions; provided, that the total floor area of the building shall not be increased by more than twenty percent (20%) or one hundred twenty (120) square feet, whichever is greater;
    a. In no case shall an ADU or JADU be counted as a structural alteration or addition as part of the limited increase in floor area of a nonconforming building.
3. Exception is in the case of damaged buildings/structures due to fire, earthquake, or natural disasters, refer to subsection D of this section.

C. As a condition to any conditional use permit granted pursuant to subsection B of this section, the portions altered or repaired shall be brought into conformity with applicable City codes including the zoning code.

D. Repair of Damaged or Partially Damaged Structures Due to Fire, Explosion, Earthquake, or Other Natural Disasters. Any nonconforming structure or conforming structure containing a nonconforming use which is damaged or destroyed by fire, explosion, act of God, collapse or any other casualty or calamity may be reconstructed to the condition in which it existed immediately prior to the occurrence of such damage or destruction; provided, that:
    1. All such construction or repairs shall be started within one (1) year from the date of damage or destruction and shall be pursued diligently to completion within one (1) year of the start of construction. Otherwise, the right to rebuild pursuant to this section is terminated. Each of these one (1) year periods may be extended in intervals of six (6) months upon demonstration of practical difficulty or hardship.
    2. In the case of the buildings/structures being reconstructed in a different condition than what originally existed prior to the damages (fire, earthquake or natural disaster), then the project shall be evaluated in accordance to site and architectural review criteria, Chapter 18.63.

(Ord. 157 (part), 1995: Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.050 Buildings under construction.

Nothing contained in this Title shall be deemed to require any change in plans, construction or designated use of any building for which a building permit has properly been issued, in accordance with the provisions of ordinances then effective and upon which actual construction has been started prior to the effective date of the ordinance codified in this Title; provided, that in all such cases actual construction shall be diligently carried on until completion of the building.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)**”**

SECTION 11. City Zoning Map is hereby amended to apply the R3-40 High Density Multiple Family Residential District to approximately 97.1 acres across 195 parcels identified in Zone Change (ZC) 26-02, as depicted on the Zoning Map attached hereto as **Exhibit D** and further identified by Assessor Parcel Number (APN) in **Exhibit E**.

SECTION 12. The City Council enacts this Ordinance under the authority granted by Article XI, Section 7 of the California Constitution and Government Code Sections 65850 et seq.

SECTION 13. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. This Ordinance was introduced at a regular meeting of the City Council held on the 23rd day of June 2026 and adopted at a regular meeting held on the 23rd day of June 2026.

SECTION 15. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the 23rd day of June 2026.

_____
Bill Hussey
Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

November 13, 2024

Konrad Bolowich, City Manager
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Dear Konrad Bolowich:

RE: City of Grand Terrace's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of Grand Terrace's (City) revised draft housing element received for review on October 24, 2024. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft housing element meets the statutory requirements described in HCD's July 29, 2024 review. The housing element will substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) when it is adopted, submitted to, and approved by HCD, in accordance with Government Code section 65585, subdivision (g) and all rezones are completed per Government Code section 65588, subdivision (e)(4.

Pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), a jurisdiction that does not adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until rezones to accommodate a shortfall of sites pursuant to Government Code section 65583, subdivision (c), paragraph (1), subparagraph (A) and Government Code section 65583.2, subdivision (c) are completed. As this year has passed and Program 1 (Adequate Sites) has not been completed, the housing element is out of compliance and will remain out of compliance until the rezoning have been completed.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested

notices relating to the local government's housing element at least seven days before submitting to HCD.

For your information, pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory and submit an electronic version of the sites inventory. While the City has submitted an electronic version of the sites inventory, if changes occur, any future re-adopted versions of the element must also submit the electronic version of the sites inventory.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities programs, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: https://www.opr.ca.gov/planning/general-plan/guidelines.html.

HCD appreciates the hard work and dedication of the housing element update team and looks forward to receiving the City's adopted housing element. If you have any questions or need additional technical assistance, please contact Emily Hovda, of our staff, at Emily.Hovda@hcd.ca.gov.

Sincerely,

Melinda Coy
Proactive Housing Accountability Chief

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

May 22, 2025

Konrad Bolowich, City Manager
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

Dear Konrad Bolowich:

RE: City of Grand Terrace's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Grand Terrace's housing element which was adopted March 25, 2025 and received for review on April 1, 2025. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The adopted housing element meets most of the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq). However, the housing element cannot be found in substantial compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the regional housing needs allocation (RHNA) pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021).

Pursuant to AB 1398, a jurisdiction that did not adopt a compliant housing element within one year from the statutory deadline (October 15, 2021) cannot be found in compliance until rezones to accommodate a shortfall of sites pursuant to Government Code section 65583, subdivision (c), paragraph (1), subparagraph (A) and Government Code section 65583.2, subdivision (c) are completed. As this year has passed and Program 1 (Adequate Sites to Accommodate Regional Housing Needs) has not been completed, the housing element is out of compliance and will remain out of compliance until the rezoning have been completed. Once the City completes the rezone, a copy of the resolution or ordinance should be transmitted to HCD. HCD will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to

Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Land Use and Climate Innovation: https://www.lci.ca.gov/planning/general-plan/guidelines.html.

HCD appreciates the hard work and dedication of the housing element update team. If you have any questions or need additional technical assistance, please contact Emily Hovda, of our staff, at Emily.Hovda@hcd.ca.gov.

Sincerely,



Melinda Coy
Proactive Housing Accountability Chief

Title 18
ZONING

Chapters:

Chapter 18.03 GENERAL PROVISIONS

18.03.010 Adoption of zoning plan.

There is an adopted ~~a~~ zoning plan for the City. The zoning plan is a districting plan, as provided by State law.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.020 Purpose.

The purpose of this Title is to promote the growth of the City in an orderly manner and to promote and protect the public health, safety, comfort and general welfare.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.030 Scope.

The zoning or districting plan effectuated by this Title is a part of the master plan and consists of the establishment of various districts, including all the territory within the boundaries of the City, within which the use of land and buildings, the space of buildings, and the height and bulk of buildings are regulated.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.040 Conformance.

No buildings or structures shall be erected, reconstructed or structurally altered in any manner, nor shall any building or land be used for any purpose other than as permitted and in conformance with this Title and all other ordinances, laws and maps referred to in this Title.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.050 Interpretation.

When interpreting and applying the provisions of this Title, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Except as specifically provided in this Title, it is not intended by the adoption of the ordinance codified in this Title to repeal, abrogate, annul or in any way to impair or interfere with any existing provisions of laws or ordinances, or any rules, regulations or permits previously adopted or issued, or which are adopted or issued pursuant to laws relating to the erection, construction, establishment, moving, alteration or enlargement of any building or improvement. It is not intended by this Title to interfere with or abrogate or annul any easement, covenant or other agreement between

parties. However, in cases in which this Title imposes a greater restriction upon the erection, construction, establishing, moving, alteration or enlargement of buildings, or the use of any building or premises in any district or districts that is imposed or required by such existing provisions of law or ordinance, or by such rules, regulations or permits, or by such easements, covenants or agreements, then in such case the provisions of this Ttitle shall control.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.060 State law applicability.

Except as otherwise provided in this Title or other Cchapters of the Municipal Code, the provisions of the Government Code pertaining to zoning and planning shall be applicable to all matters as if set forth in full in this Title.

(Ord. 126 § 2, Exh. A(part), 1990)

18.03.070 Public hearing notice.

Whenever a public hearing is held pursuant to this Title, notice of hearing shall be in accordance with California Government Code Section 65090 and Section 65091. The notice of hearing shall also comply with the following requirements:

Lot Size of the Project Site	Mailing Notification Radius	Publications in Local Newspaper
Less than 5 acres	500 feet	Legal advertisement
5 to 9.99 acres	1,000 feet	1/8 page box advertisement
10 acres or more	1,500 feet	1/8 page box advertisement

(Ord. No. 327, § 4(Exh. 2), 10-22-2019)

18.03.080 Conditions requiring ministerial review.

Notwithstanding any other provision of this Title, the following shall not require a permit, conditional use permit, or other discretionary review or approval that would constitute a "project" for the purposes of Division 13 (commencing with Section 21000) of the California Public Resources Code:

A. Multiple family housing developments in which at least twenty percent (20%) of the total number of units, exclusive of density bonus units, are affordable to lower-income households where identified as a lower-income site to meet the Regional Housing Needs Allocation in the current Housing Element in compliance with Government Code Section 65583.2(c), and that were either:

   1. Rezoned to meet the lower-income household Regional Housing Needs Allocation;
   2. Non-vacant sites identified in one Housing Element prior to the current Housing Element planning period (e.g., identified in the 5th cycle before the 6th cycle); or
   3. Vacant sites identified in two or more consecutive Housing Elements prior to the current Housing Element planning period (e.g., the 4th and 5th cycles before the 6th cycle).

B. Supportive housing developments in zones where multiple family and mixed-use developments are permitted, including nonresidential zones permitting multiple family use, in conformance with California Government Code Section 65651 and all objective standards applicable to multiple family residential uses.

C. Any other use or project for which State law requires the City to utilize a ministerial review process.

Chapter 18.06 DEFINITIONS

18.06.172 Common open space.

"Common open space" means a court, landscape, recreation building/facility or other outdoor area which is used for landscape and/or recreation and that has common access from more than one dwelling unit. Common open space may also include the water area of a pool and common recreation facilities or gardens located on top of a building or parking structure. Open space does not include off-street parking and loading areas or driveways.

18.06.607 Private open space.

"Private open space" means any private balcony, porch, deck, patio, court, ground level yard or roof deck that is accessible from only one unit. Open space does not include off-street parking and loading areas or driveways.

Chapter 18.09 RESIDENTIAL DISTRICTS AND ZONING MAP

18.09.010 Purpose.

The purpose of this Chapter is to establish the various residential zoning districts within the City.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.020 Districts established.

The following residential zoning districts are established:

RH	Hillside Single Family Residential District
R1-20	Very Low Density Single Family Residential District
R1-10	Low Density Single Family Residential District
R1-7.2	Single Family Residential District
R2-10	Low ~~Medium~~ Density Multiple Family Residential District
R3-12	Medium Density Multiple Family Residential District
~~R3-S~~	~~Multiple Family Senior Citizen~~
R3-20	Medium High Density Multiple Family Residential District
R3-4024	High Density Multiple Family Residential District
BRSP	Barton Road Specific Plan District
AP	Administrative Professional Office District
C2	General Business District
CM	Commercial Manufacturing District
MR	Restricted Manufacturing District
M2	Industrial District
PUB	Public Facilities District
~~FP~~	~~Floodplain Overlay District~~
~~AG~~	~~Agricultural Overlay District~~
~~R3-24~~	~~High Density Residential Overlay District~~
~~GSP~~	~~The Gateway at Grand Terrace Specific Plan~~

(Ord. No. 357, § 4, 8-13-2024; Ord. No. 298, § 7, 10-11-2016; Ord. No. 264, § 10, 6-12-2012; Ord. 126 § 2, Exh. A(part), 1990)

18.09.021 Overlays established.

AG-1	Agricultural Overlay No. 1
AG-2	Agricultural Overlay No. 2
FP	Floodplain Overlay
O-40	High Density Multiple Family Residential Overlay

18.09.022 Specific Plans established.

BMSP	The Blue Mountain Specific Plan
BMSVSP	The Blue Mountain Senior Villas Specific Plan
BRSP	The Barton Road Specific Plan
GBSP	The Greenbriar Specific Plan
GSP	The Gateway at Grand Terrace Specific Plan

18.09.030 Designation on map and adoption of map.

The designations, locations and boundaries of the districts established are delineated upon the official zoning map on file with the Planning Department. This map and all notations and information thereon, which may be amended from time to time, are made a part of this Title by reference.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.040 Applicability of regulations.

The uses described in this Title will be allowed and the regulations set out in this Title shall apply in the districts established in this Chapter.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

18.09.050 Boundary uncertainties.

Where uncertainty exists as to the boundaries of any districts shown on the zoning map, the following rules shall apply:

A. Where such boundaries are indicated as approximately following street and alley lines, such lines shall be construed to be such boundaries.

B. Where an uncertainty exists, the Planning Commission shall determine the location of boundaries.

C. Where a public street or alley is officially vacated or abandoned, the regulations applicable to the parcel to which it reverts shall apply to such vacated or abandoned street or alley.

(Ord. No. 357, § 4, 8-13-2024; Ord. 126 § 2, Exh. A(part), 1990)

Chapter 18.10 RESIDENTIAL DISTRICTS[1]

18.10.010 Purpose.

The residential zones contained in this Chapter are intended to carry out the goals and objectives of the community's Ggeneral Pplan, Housing Element, and Sstate Hhousing Llaw with respect to residential land uses and residential development. These goals and objectives are to be achieved through the following purposes established for the residential zones:

A. To provide for development in accordance with the Ggeneral Pplan;

B. To promote the most appropriate and efficient use of the land while providing a variety of housing opportunities to the community;

C. To promote a compatible relationship between residential, commercial and other types of land uses located in the community;

D. To promote the public health, safety and welfare through encouraging the appropriate type and size of development for the community;

E. To manage development with respect to its type, size and location in order to prevent harmful encroachment of disruptive development into the community's residential neighborhoods.

(Ord. 146 § 1(part), 1993: Ord. 126 § 2, Exh. A(part), 1990)

[1]Ord. No. 264, § 11, adopted June 12, 2012, changed the title of Chapter 18.10 from "RH, R1, R2, R3 and R3-S Residential districts" to "Residential districts."

The provisions of Section 18.03.080 shall apply in determining projects that shall not require a permit, conditional use permit, or other discretionary review or approval.

18.10.020 Residential districts.

The following districts are designed to implement the goals and objectives of the Ggeneral Pplan. Each district contains specific land use regulations and density ranges for development.

A. RH, Hillside Single Family Residential District. This district is intended for very low density single-family residential development with a maximum retention of open space. It is located in the portions of the City identified in the Ggeneral Pplan's master environmental analysis as having severe development limitations related to topography and soil conditions. The maximum density allowed in this district is one (1) dwelling unit per gross acre.

B. R1-20, Very Low Single Family Residential District. This district is intended for very low density single-family residential use. The minimum lot size is 20,000 square feet with a maximum density of two (2) dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

C. R1-10, Low Density Single Family Residential District. This district is intended for low density single-family residential use. The minimum lot size is 10,000 square feet with a maximum density of four (4) dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

D. R1-7.2, Single Family Residential District. This district is intended for single-family residential use. The minimum lot size is 7,200 square feet with a maximum density of five (5) dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

E. R2-10, Low ~~Medium~~ Density Multiple Family Residential District. This district is intended for single-family residential use and low density multiple family development. The minimum lot size is 10,000 square feet

with a maximum density of nine (9) dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

F. R3-12, Medium Density Multiple Family Residential District. This district is intended for medium density multiple family development. The minimum lot size is 12,000 square feet with a maximum density of twelve (12) dwelling units per gross acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

~~G. R3-S, Medium Family, Senior Citizen. This district is intended for the development of senior citizen housing. The maximum density shall not exceed 20 units per acre. The development standards shall be established through specific plan process.~~

G~~H~~. R3-20, Medium High Density Multiple Family Residential District. This district is intended for medium high~~higher~~ density multiple family development, which may include affordable housing. The minimum lot size is 12,000 square feet with a maximum density of twenty (20) units per acre. ~~Deviations from the above minimum lot size and maximum density can occur in compliance with the following:~~

~~1. Small Lot Subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in state law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.~~

~~2. Urban Lot Splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in state law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.~~

~~I. R3-24, High Density Residential District. This district is intended for high density multiple family development, which may include affordable housing. The minimum lot size is 12,000 square feet with a minimum density of 20 units per acre and a maximum density of 24 units per acre.~~

H. R3-40, High Density Multiple Family Residential District. This district is intended for high density multiple family development, which may include affordable housing. The minimum lot size is 5,500 square feet with a minimum density of twenty (20) units per acre and a maximum density of forty (40) units per acre. Example project types may include garden-style apartments, courtyard buildings, townhomes, multiplexes, and other multiple family housing types. Single-family residential development or any residential development at a density less than twenty (20) dwelling units per acre is prohibited.

(Ord. No. 298, § 8, 10-11-2016; Ord. No. 264, §§ 12, 13, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 126 § 2, Exh. A(part), 1990)

18.10.021 Small lot subdivisions.

Deviations from the noted minimum lot size in all residential districts may occur in compliance with the following:

A. Small lot subdivisions established by the "Starter Home Revitalization" Act of 2021, which is codified in State law under Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and the City Municipal Code Title 17 and Title 18.

B. Urban lot splits established by the Housing Opportunity and More Efficiency "HOME" Act of 2021, which is codified in State law under Government Code Section 66452.6, Section 65852.21, and Section 66411.7, and the City Municipal Code Title 17 and Title 18.

Deviations from the minimum density standards may also occur pursuant to Chapter 17.29 of the zoning ordinance, Small Lot Subdivisions "Starter Home Revitalization Act." This includes a requirement that small lot subdivisions on parcels identified in the Housing Element for the current planning period must result in at least as many units as projected for the parcel in the Housing Element. For small lot subdivisions on parcels not identified in the Housing Element for the current planning period, the development must result in sixty-six percent (66%) of the maximum allowable residential density specified in the zoning district in which the parcel is located, or sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B), whichever is greater. If the zoning district in which the parcel is located does not specify a maximum allowable density, then the development must result in sixty-six percent (66%) of the applicable residential density specified in Government Code Section 65583.2(c)(3)(B).

18.10.030 Use regulations.

Uses listed in Table 18.10.030 shall be allowed in one or more of the residential districts as indicated in the columns below each district heading. Permitted uses are indicated by the letter "P" while the letter "C" indicates uses which require a conditional use permit. A dash ("-") indicates the use is not permitted in the specified zone.

TABLE 18.10.030
RESIDENTIAL LAND USE REGULATIONS

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	~~R3-S~~	R3-20 ~~/R3-24~~	R3-40
A. Residential Uses									
Single-Family (Detached), Full Sized	P	P	P	P	P[a]	P[b]	-	-	-
Second Units (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-	-
Two-Unit Developments (Subject to Chapter 17.30 and 18.65)	P[g]	P[g]	P[g]	P[g]	-	-	-	-	-
Single-Family (Attached) (Duplexes, Triplexes, and Fourplexes)	-	-	-	-	P	P	-	P	-
Multiple Family Units	-	-	-	-	P	P	-	P	P
Manufactured Housing (As Permitted Per Chapter 18.66)	P	P	P	P	P	P		P	P
Mobile Home Park	-	-	-	-	C	C		C	C
Senior Citizen Housing	-	-	-	-	-	-	P[d]	P	P
Small Lot Subdivision "Starter Home Revitalization Act" (Subject to Chapters 17.29 and 18.10)	P	P	P	P	P	P	P	P	P
Urban Lot Splits “Housing Opportunity and More Efficiency” (HOME) Act of 2021 (Subject to Chapters 17.29 and 18.65)	-	P	P	P	-	-	-	-	-
Planned Residential Development (As Permitted Per Section 18.10.090)	-	-	-	-	P	P	P	P	P
B. Residential Accessory Structures									
Accessory Structure	P	P	P	P	P	P	P[d]	P	P
Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P	P	P	P
Junior Accessory Dwelling Unit (Subject to Chapter 17.30 and 18.69)	P	P	P	P	P	P		P	P
Guest House	C	C	C	C	C	C	-	-	-
Private Garage	P	P	P	P	P	P	-	P	P
Private Swimming Pool	P	P	P	P	P	P	P[d]	P	P
Home Occupation (As Permitted Per Chapter 5.06)	P	P	P	P	P	P	P[d]	P	P
Keeping of Cats and Dogs (Maximum of Two Each)	P	P	P	P	P	P	P[d]	P	P
Other Accessory Uses (As Approved by the Planning and Community Development Director)	P	P	P	P	P	P	P[d]	P	P
C. Other Uses									

Permitted Uses	RH	R1-20	R1-10	R1-7.2	R2-10	R3-12	~~R3-S~~	R3-20 ~~/R3-24~~	R3-40
Churches (Minimum Three-Acre Parcel)[e]	C	C	C	C	C	C	-	C-	C[d]
Electric Vehicle Charging Stations (accessory use)[i]	P	P	P	P	P	P	~~P~~	P	P
Schools (Private and Parochial)[e]	C	C	C	C	C	C	-	C-	C[d]
Public Park and Playground[e]	P	P	P	P	P	P	-	P-	P[d]
Public Facilities (aAnd Quasi-Public)[e]	C	C	C	C	C	C	-	-	-
Family Day Care Small (Eight or Less Children)[e]	P	P	P	P	P	P	-	P	P
Family Day Care Large (Nine or More Children)[e]	P	P	P	P	P	-	-	P	P
Residential Care Facility (Six or Less Persons)	P	P	P	P	P	P	~~P~~	P	P
Residential Care Facility (Seven or More Persons)[f]	-	-	-	-	C	C	-	P	P
State Licensed Congregate Living Health Facility (CLHF)[h]	-	-	-	-	C	C	~~C~~	C	C
Single Room Occupancy	-	-	-	-	C	C	-	-	-
Utility or Service Facility[e]	C	C	C	C	C	C	-	-	-
Outdoor Recreation Facility[e]	C	C	C	C	C	C	-	-	-
D. Temporary Uuses									
Temporary Uses (As Aapproved by Planning and Community Development Director)	P	P	P	P	P	P	~~P[d]~~	P	P
Temporary Trailers (As Approved by Planning and Community Development Director)	P	P	P	P	P	P	~~P[d]~~	P	P

Footnotes:

a. A second single-family detached unit (full-sized single-family detached dwelling) shall be permitted in the R2-10 zone provided that the lot or parcel in question meets the minimum area requirement for the R2-10 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit review application for the second-family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be ministerially approved prior to the issuance of building permits. In addition, all development standards of the underlying R2-10 zone must be adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the Sstate and Ceity.

b. A second-family detached unit (full sized single-family detached dwelling) shall be permitted in the R3-12 zone provided that the lot or parcel in question meets the minimum area requirements for the R3-12 zone and that said lot or parcel is developed with no more than one single-family detached dwelling. A Land Use Permit review application for the second- family detached unit in accordance with Chapter 18.63 of the Zoning Code shall be required to be approved prior to the issuance of building permits. All development standards of the underlying R3-12 zone must be

adhered to; and any division in ownership among the structures on the lot or parcel in question shall conform to the subdivision laws of the Sstate and Cceity.

c. "P" stands for "Permitted Use" where the use is permitted by right; and "C" stands for "Conditional Use" where the use requires a conditional use permit.

d. Churches, schools (private and parochial), public parks, and playgrounds shall be permitted in the R3-40 zone for projects where at least fifty percent (50%) of the gross floor area is multiple family residential use. ~~Senior citizen housing is allowed in the R3-S up to a maximum density of twenty (20) unit/acre. A specific plan will be required for all senior citizen housing projects in this zone.~~

e. Notwithstanding anything indicating otherwise in this Table, this use is prohibited on a parcel that was created by an urban lot split, pursuant to Subsection 17.30.050(A).

f. Subject to administrative conditional use permit.

g. Notwithstanding anything indicating otherwise in this Table, this use shall be prohibited if the finding of a specific, adverse impact is made in accordance with Subsection 18.65.020(C).

h. CLHFs are required to comply with the City's Objective Design Standards (ODS) and a State license is required to operate as a Congregate Living Health Facility (CLHF) in California. A CLHF means a residential home with a capacity of no more than 18 beds (except a facility operated by a city and county for purposes of delivering services may have a capacity of 59 beds; or, a facility not operated by a city and county servicing persons who are terminally ill, persons who have been diagnosed with a life-threatening illness, or both, that is located in a county with a population of 500,000 or more persons, or located in a county of the 16th class pursuant to Section 28020 of the Government Code, may have not more than 25 beds for the purpose of serving persons who are terminally ill) that provides inpatient care, including the following basic services: medical supervision, 24-hour skilled nursing and supportive care, pharmacy, dietary, social, recreational, and at least one type of the following service:

    (A) Services for people who are mentally alert, people with physical disabilities, who may be ventilator dependent.

    (B) Services for people who have a diagnosis of terminal illness, a diagnosis of a life-threatening illness, or both. Terminal illness means the individual has a life expectancy of six months or less as stated in writing by his or her attending physician and surgeon. A "life-threatening illness" means the individual has an illness that can lead to a possibility of a termination of life within five years or less as stated in writing by his or her attending physician and surgeon.

    (C) Services for persons who are catastrophically and severely disabled. A person who is catastrophically and severely disabled means a person whose origin of disability was acquired through trauma or nondegenerative neurologic illness, for whom it has been determined that active rehabilitation would be beneficial and to whom these services are being provided. Services offered by a congregate living health facility to a person who is catastrophically disabled shall include, but not be limited to, speech, physical and occupational therapy.

i. Residential Electric Vehicle Charging Stations shall be processed by the City in compliance with AB 970 (McCarty, 2021) subject to the specific binding timelines for the expedited, streamlined, ministerial review and approval of Electric Vehicle Charging Station (EVCS) permit applications per Assembly Bill 1236 (Chiu, 2015). The review periods for Electric Vehicle Charging Stations are determined based on the size of the proposed project.

Application Completeness

- 1-25 Electric Vehicle Charging Stations at a single site: 5 business days
- 26 or more stations at a single site: 10 business days

Application Approval

- 1-25 Electric Vehicle Charging Stations at a single site: 20 business days
- 26 or more stations at a single site: 40 business days

Conditions of Approval for Expedited Review

- A completed Submittal Requirements Checklist.
- All proposed Electric Vehicle Charging Stations and equipment shall conform with the City of Grand Terrace Objective Design Standards (ODS)
- Electric Vehicle Charging Station equipment including transformers, generating stations, energy storage units, and any other electric vehicle charging station related equipment must be adequately screened from visible view to the satisfaction of the City by one or combination of the following:
    - Permanent masonry enclosure with decorative block wall and metal roof covering. Access gates/doors to be lockable and secure.
    - Shrink wrap material acceptable to the City's Oobjective Ddesign Sstandards

k. State Law SB 234 known as the "California Child Day Care Facilities Act" of 2021 designates small and large family daycare homes as a residential use of property. SB234 prohibits a local jurisdiction from imposing a business license, fee, or tax for the privilege of operating a small family daycare home and large family daycare home.

(Ord. No. 359, § 6, 8-13-2024; Ord. No. 338, § 13, 5-24-2022; Ord. No. 336-U, § 16, 1-25-2022; Ord. No. 298, § 9, 10-11-2016; Ord. No. 264, §§ 14, 15, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 199 §§ 4, 5, 2002; Ord. 126 § 2, Exh. A(part), 1990)

18.10.040 Site development standards.

The site development standards established for each residential district are as shown in Table 18.10.040.

TABLE 18.10.040
RESIDENTIAL BUILDING SITE DEVELOPMENT STANDARDS

Development Feature ~~Zone~~	**RH**	**R1-20**	**R1-10**	**R1-7.2**	**R2-10**	**R3-12**	**~~R3-S~~**	**R3-20**	**R3-40[h] ~~R3-24~~**
Lot Area[1]	_[a]	20,000	10,000	7,200	10,000	12,000	_[g]	12,000	5,500 ~~12,000~~
Lot Area (Small Lot Subdivision)[1]	_[a]	1,200	1,200	1,200	600	600	_[g]	600	600
Lot Width[2]	_[a]	100	60	60	60	60		60	50~~60~~
Lot Depth[2]	_[a]	150	100	100	100	100	_[g]	100	90~~100~~
Front Yard Setback[2]	_[a]	25[b]	25[b]	25[b]	25[b]	25[b]	-	25[b]	15[b] ~~25[b]~~
Rear Yard Setback[2]	_[a]	35[b]	35[b]	20[b]	20[b]	20[b]	-	20[b]	15[b] ~~20[b]~~
~~Side Yard~~									
~~- Interior Lot~~							_[g]		
~~With Garage~~	~~_[a]~~	~~10[b]~~	~~10[b]~~	~~10[b]~~	~~10[b]~~	~~10[b]~~	-	~~10[b]~~	~~10[b]~~
~~Without Garage~~	~~_[a]~~	~~5[b]~~	~~5[b]~~	~~5[b]~~	~~5[b]~~	~~10[b]~~	-	~~10[b]~~	~~10[b]~~
~~- Corner Lot~~									
~~Street s~~Side Yard Setback[2]	_[a]	~~[b]15[b]~~	~~[b]15[b]~~	~~[b]15[b]~~	~~[b]15[b]~~	~~[b]15[b]~~	-	~~[b]15[b]~~	~~[b]15[b]~~

Development Feature ~~Zone~~	RH	R1-20	R1-10	R1-7.2	R2 ~~-~~10	R3 ~~-~~12	~~R3-S~~	R3-20	R3-40[h] ~~R3-24~~
Setback from Single Family Zone for Portion of Multiple Family Building over 25 Feet in Height[2]	_[a]	-	-	-	-	-		-	20[k]
~~No Street side~~	_[a]	~~5~~	~~5~~	~~5~~	~~5~~	~~10~~	~~-~~	~~10~~	~~10~~
Density[3]	_[a]	1-2	1-4	1-5	1-9	1-12[c]	~~Max. 20~~	13-20[c]	20-40 ~~24~~[c]
Density[3] (Small Lot Subdivision)	_[a]	-	-	-	-	-	-	-	-
Living Area (Minimum square feet)									
~~*~~Single Family	_[a]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	1,350[d]	-	-	-
~~*~~Duplex, Triplex, Four-plex and Multiple Family	_[a]	-	-	-	-	-	_[g]	_[g]	_[g]
~~One (1) Bedroom~~	_[a]	~~-~~	~~-~~	~~-~~	~~800[d]~~	~~800[d]~~	~~-~~	~~-~~	~~-~~
~~Two (2) Bedroom~~	_[a]	~~-~~	~~-~~	~~-~~	~~1,000[d]~~	~~1,000[d]~~	~~-~~	~~-~~	~~-~~
Height[4]	_[a]	35[e]	35[e]	35[e]	35[e]	35[e]	_[g]	35[e]	45~~35~~[e]
Lot Coverage (Maximum percent)	_[a]	40	50	50	60[f]	60	_[g]	60	75~~60~~
Distance Between Buildings[2]	_[a]	5	5	5	~~20~~10	~~20~~10	_[g]	~~20~~10	~~20~~ 10
Private Open Space[1]	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]		_[i]	50 sf/du for not less than twenty-five percent (25%) of total units[i]
Common Open Space	_[i]	_[i]	_[i]	_[i]	_[i]	_[i]		_[i]	50 sf/du[i]

Footnotes:

1 Minimum Square Feet

2 Minimum Linear Feet

3 Residential Dwelling Units ~~p~~Per Gross Acre not counting any density bonus

4 Maximum Linear Feet

a. A specific plan shall be required for all proposed projects (including tentative parcel or tract maps) which include any property located within this district, except that a specific plan shall not be required for existing parcels that are one acre or less in size, are readily served by existing infrastructure, have public access, and fire services can be readily provided. Such specific plan shall establish site development standards on a project by project basis in consideration of the existing topography and other physical constraints.
The specific plan shall not create a density greater than one (1) dwelling unit per gross acre and shall be consistent with the C~~c~~ity's G~~g~~eneral P~~p~~lan. The specific plan may consider a clustered development concept in order to preserve large areas of open space and minimize the project's impact on the physical environment.

b. The following ~~exceptions~~ apply to front, rear and side yard requirements as noted:
   ~~1. The minimum side and rear yard setback for a patio cover shall be five (5) feet.~~
   ~~2. The minimum rear yard setback for an accessory structure shall be ten (10) feet.~~

13. Slopes exceeding five percent (5%) shall be permitted no closer to a residential structure than a distance equal to the required side and rear yard setbacks. In the R1-10 district and the R1-20 district, the thirty-five (35) foot rear yard setback may include ten (10) feet of slope that is greater than five percent (5%).

24. In the case of a parcel or tract map, the twenty-five (25) foot front yard setback requirement may range from twenty-two (22) feet to twenty-eight (28) feet, with an average of twenty-five (25) feet for all proposed lots.

35. In the case where an existing legal nonconforming structure is located within a required setback area, the legal nonconforming structure may be enlarged within the required setback area subject to the following conditions:

a. The proposed addition does not further reduce the depth of the existing setback area; and

b. The proposed addition is located no closer than five (5) feet from any property line.

4. For the R1-20, R1-10, and R1-7.2 zones, the minimum total side yard setback of all side yards combined shall be no less than fifteen (15) feet, with a minimum side yard setback of five (5) feet on any one side, or ten (10) feet on the driveway or garage side.

5. For all R2 and R3 zones, the minimum total side yard setback of all side yards combined shall be no less than twenty (20) feet, with a minimum side yard setback of five (5) feet on any one side.

6. No portion of any multiple family building over 25 feet in height shall be closer than 20 feet to a property line abutting a single family zone.

c. A density bonus shall be permitted in accordance with the California Government Code and this Title.

d. For the purposes of this Cchapter, the following terms shall be defined as follows:
"Living area" means the enclosed area of a residential dwelling unit, excluding porches, patios, carports, garages, storage areas or auxiliary rooms.
"Multiple-family" means one- or two-bedroom units only.

e. Accessory structures shall not exceed twenty feet in height, with exceptions as listed in Section 18.73.090 of this title.

f. Not more than the permitted percent of the total parcel may be devoted to main and accessory structures, parking areas, driveways and covered patios. The remaining percent of the total parcel shall be devoted to open areas such as landscaping, lawn, outdoor recreational facilities, incidental to residential development, including swimming pools, tennis courts, putting greens, uncovered patios and walkways. Said open areas shall consist of not less than two hundred (200) square feet of open space per dwelling unit.

g. Senior citizen housing's development standards will be established through the specific plan process. All senior citizens housing projects in the R3-S zone will require specific plan process; however, in no circumstance shall the density exceed twenty (20) unit/acre.

h. Development is prohibited within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within the State responsibility area, as defined in Section 4102. This does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or State fire mitigation measures applicable to the development, including but not limited to standards established under all of the following provisions or their successor:

(1) Section 4291 of Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

i Refer to the Objective Design Standards for multiple family residential development and mixed-use development for regulation of open space requirements.

(Ord. No. 325, § 4(Exh. 1), 5-28-2019; Ord. No. 298, § 10, 10-11-2016; Ord. No. 264, §§ 16, 17, 6-12-2012; Ord. No. 231, § 1(Exh. D), 9-11-2007; Ord. 146 § 1(part), 1993; Ord. 126 § 2, Exh. A(part), 1990)

18.10.041 Residential supplemental development standards.

A. Accessory uses and structures.

1. Required setbacks.

Table 18.10.04150-1
Required Setbacks For Accessory Structures

Accessory Structure	Type of Setback	Minimum Required Setback (Single Family)	Minimum Required Setback (Multiple Family)
Patio covers, gazebos, storage sheds[d, e], stationary barbecues, gas fireplaces, gas fire pits, canopies and similar structures	Interior side yard[a,b]	5 feet	-
	Street side yard	5 feet	-
	Rear yard	5 feet	-
	Between structures over 120 square feet of area	6 feet	-
Enclosed patios	Interior side yard	5 feet	5 feet
	Street side yard	5 feet	5 feet
	Rear yard	15 feet	15 feet
	Rear yard when backing up to an arterial roadway, railroad right-of-way, Southern California Edison right-of-way, County flood control channel, or nonresidential zoned property	10 feet	10 feet
Workshops	Interior side yard	5 feet	5 feet
	Street side yard	5 feet	5 feet
	Rear yard	10 feet	10 feet
Balconies	Front setback – above yard area	15 feet	15 feet
	Front setback – front entry garage[c]	23 feet	23 feet
	Interior side yard	10 feet	10 feet
	Street side yard	5 feet	5 feet
	Rear yard	15 feet	15 feet
	Rear yard when backing up to a street, railroad right-of-way, Southern California Edison right-of-way, County flood control	10 feet	10 feet

	channel, or nonresidential zoned property		
Swimming pool	Interior side yard	5 feet	5 feet
	Street side yard	10 feet	10 feet
	Rear yard	5 feet	5 feet
	Front yard	15 feet	15 feet

Notes:

a. On lots with only one side yard, the minimum required side setback for patio covers shall be three (3) feet.

b. Condominiums and townhouses shall have a minimum side yard setback of three (3) feet for patio covers.

c. For side entry garages, setback to be determined by City Council at the time of Site and Architectural Review or amendment to Site and Architectural approval.

d. Storage sheds requiring building permit per California Building Code Section 105.1 must adhere to zoning setbacks. Storage sheds exempt from building permits per the California Building Code Section 105.2 are exempt from zoning setback requirements.

e. The total number of exempt storage sheds allowed on a single-family district lot shall not exceed four hundred eighty (480) square feet of total aggregate area.

2. Maximum height for an accessory structure.

Table 18.10.050-2
Maximum Height For Accessory Structures

Accessory Structure	Maximum Height
Patio covers and gazebos	12 feet
Storage sheds and similar structures	8 feet
Workshops	12 feet
Stationary barbecue, gas fireplaces, and gas fire pits	8 feet
Canopies	10 feet

3. Specific accessory structure development standards.

a. Balconies or decks for single-family structures.

i. Outside stairway. There shall be no outside stairway in single-family districts.

ii. Screen or guardrail. A minimum thirty-six (36) -inch high screen or guardrail shall be constructed of materials compatible with the design of the structure.

iii. Screen wall. A screen wall, a minimum of six (6) feet in height, shall be constructed on both sides (ends) of the balcony or deck for the full depth of the balcony or deck or as required by the conditions of approval. This requirement may be waived by the Planning and Community Development Director where it is clear that the balcony will not negatively impact adjacent residential properties.

iv. Maximum size. The maximum size of a balcony or deck shall be one hundred twenty (120) feet square feet.

v. Doors. There shall be no outside doors above the first story except when allowed with an approved balcony or deck.

vi. Enclosure. Balconies or decks shall not be enclosed except by the adjoining residential unit and any required screen walls.

b. Patio covers. Patio covers shall not cover more than fifty percent (50%) of the required rear yard area.

c. Storage sheds. Storage sheds shall not exceed one hundred twenty (120) square feet in area. Permanent electrical service shall not be allowed within storage sheds.

d. Workshops.

i. Minimum/maximum. Workshops shall have a minimum area of one hundred twenty (120) square feet and not exceed a maximum area of four hundred (400) square feet.

ii. Habitable area. Workshops shall not contain any habitable areas and shall not be used for habitation of humans.

iii. Enclosure. Workshops shall be fully enclosed and shall contain at least one (1) door not less than thirty-two (32) inches in width and may contain no interior walls. If greater than two hundred (200) square feet, workshops shall contain a window with a minimum dimension of twenty-four (24) inches by thirty-six (36) inches.

iv. Permit. Building permits are required for workshops.

v. Separation. Workshops shall be located at least ten (10) feet from any portion of a residential structure.

e. Canopies.

i. Location. Canopies are not to be permitted in the front yard area or visible from the public-right-of-way.

ii. Maintenance. Canopies shall be maintained and remain in good condition at all times.

iii. Temporary permitted use. Canopies may be located in a front yard area or be visible from the public right-of-way for up to seventy-two (72) hours, with a temporary use permit.

18.10.060 Mechanical Equipment

A. Mechanical equipment.

1. Location. Mechanical equipment (e.g., HVAC units) may be located in the rear yard, side yard, or on the roof. Such equipment may only be located in an interior side yard if it is not feasible to locate it in the rear yard. All equipment in the side yard shall be located at the farthest possible location away from windows on the adjacent property but in no case shall the equipment be less than ten (10) feet from any window on the adjacent property. Pool equipment is only permitted in the rear yard area.

2. Visibility. All reasonable efforts shall be taken to ensure that mechanical equipment is not visible from public streets and is screened from view of adjacent residential properties in a manner approved by the Planning and Community Development Director.

3. Chimney structures.

a. Chimney structures that are incorporated within or affixed to the exterior of a residential structure shall be enclosed within a chassis and finished with brick, rock, stucco, or wood/metal siding. All materials, except for brick and rock, used for the chimney are required to be painted with colors that are compatible with the residence and any other chimney structure on the residence.

b. Round metal pipes, clay pipes, guy wires, and straps for chimneys shall be fully enclosed within the chassis and shall not be visible from the property line.

c. Gas vent pipes and other mechanical ducts that are less than six (6) inches in diameter when leaving the interior of the structure are exempted from these requirements.

(Ord. No. 352, § 2, 3-26-2024; Ord. No. 260, § 5(Exh. 1), 1-24-2012)

Chapter 18.76 NONCONFORMING USES AND BUILDINGS

Sections:

18.76.010 Purpose.

The purpose of this Chapter is to establish the permitted use, expansion and maintenance of nonconforming uses and buildings located within the Ccity.

(Ord. 151 § l(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.020 Nonconforming use of land.

The lawful use of land existing at the time of the adoption of the ordinance codified in this Ttitle, although such use does not conform to the regulations, specified in this Ttitle for the district in which such land is located, may be continued; provided, that no such use shall be enlarged or increased, nor be extended to occupy a greater area than that occupied by such use at the time of the adoption of the ordinance codified in this Ttitle, and when any such use ceases the subsequent use of such land shall be in conformity to the regulations specified by this Ttitle for the district in which such land is located.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.030 Nonconforming use of buildings.

A. The lawful use of a building existing at the time of the adoption of the ordinance codified in this Ttitle may be continued, although such use does not conform to the regulations specified for the district in which the building is located.

B. The nonconforming use of a portion of a building may be extended throughout the building; provided, that in each case a use permit shall first be obtained.

C. The nonconforming use of a building may be changed to a use of the same or more restricted nature; provided, that in each case a use permit shall first be obtained.

D. If the nonconforming use of a building and/or operations within a building ceases for a continuous period of six (6) months, it shall be considered terminated and the building shall thereafter be used only in accordance with the regulations for the district in which it is located. In no case shall a residential use that was lawfully established according to the standards at the time of development in a residential zone be required to be terminated or removed.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.031 Termination—Discontinuance of use.

A. Such discontinuance of the active and continuous operation of such nonconforming use, or part or portion thereof, for such periods, is construed and considered to be an abandonment of such nonconforming uses, regardless of any reservation of an intent not to abandon same or of an intent to resume active operations.

B. If actual abandonment in fact is evidenced by the removal of buildings, structures, machinery, equipment and other evidences of such nonconforming use of the land and premises, the abandonment shall be construed and considered to be completed within a period of six (6) months and all rights to reestablish or continue such nonconforming use shall thereupon terminate.

(Ord. 151 § 1(part), 1994)

18.76.032 Termination—Violation of laws.

Any of the following violations of the municipal code shall immediately terminate the right to operate a nonconforming use except as otherwise provided:

A. Changing a nonconforming use to a use not permitted in the zone;

B. Increasing or enlarging the area, space or volume occupied by or devoted to such nonconforming use;

C. Addition to a nonconforming use of another use not permitted in the zone.

(Ord. 151 § 1(part), 1994)

18.76.033 Termination—Operation of use.

The following nonconforming uses and structures shall be discontinued and structures removed from their sites within the time periods specified in this section, commencing with January 27, 1994, except when extended or revoked as otherwise provided:

A. Where the property is unimproved, one (1) year;

B. Where the property is unimproved except for structures of a type for which the Cеity building code does not require a building permit, three (3) years;

C. Where the property is unimproved except for structures which contain less than one hundred (100) square feet of gross floor area, three (3) years;

D. Signs, three (3) years;

E. A nonconforming use conducted in a structure designed to serve a use permitted in the zone, five (5) years;

F. In other cases twenty (20) years from January 27, 1994, or amendment thereto establishing nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:

1. Type IV and Type V buildings (light incombustible frame and wood frame) used as:

a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses and other buildings used for residential occupancy, twenty-five (25) years,

b. Stores and factories, twenty-five (25) years,

c. Any other building not herein enumerated, twenty-five (25) years;

2. Type III buildings (heavy timber construction and ordinary masonry) used as:

   a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty (30) years,

   b. Structures with stores below and residences, offices or a hotel above, thirty (30) years,

   c. Warehouses, stores and garages, thirty (30) years,

   d. Factories and industrial buildings, thirty (30) years;

3. Type I and Type II buildings (fire-resistive) used as:

   a. One-family dwellings, two-family dwellings, three-family dwellings, apartment houses, offices and hotels, thirty (30) years,

   b. Theaters, warehouses, stores and garages, thirty (30) years,

   c. Factories and industrial buildings, thirty (30) years.

(Ord. 151 § 1(part), 1994)

18.76.034 Termination—Abatement as a public nuisance.

Whenever a nonconforming use or structure becomes obsolete, dilapidated, substandard, unsafe, or exists in a state of general disrepair, the Pplanning Ccommission may hold a public hearing to evaluate and make declaration of nuisance.

(Ord. 151 § 1(part), 1994)

18.76.040 Nonconforming buildings.

A. No use permit is required for the following:

1. Ordinary maintenance and repairs may be made to any nonconforming building; provided, that no structural alterations and/or additions are made; provided further, that such maintenance and repairs do not exceed twenty-five percent (25%) of the assessed value of the building in any one (1)- year period;

2. Any repairs necessary to bring a nonconforming building into compliance with Ccity codes regardless of whether such repairs exceed twenty-five percent (25%) of the assessed value of the building in any one (1) -year period; provided, that the total floor area in the building shall not be increased.

3. Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) shall be allowed subject to the standards in Chapter 18.69 without further restriction by this section.

B. A conditional use permit is required for the following:

1. Ordinary maintenance and repairs to any nonconforming building which exceed twenty-five percent (25%) of the assessed value of the building in any one (1)- year period;

2. Any structural alterations and/or additions; provided, that the total floor area of the building shall not be increased by more than twenty percent (20%) or one hundred twenty (120) square feet, whichever is greater;

   a. In no case shall an ADU or JADU be counted as a structural alteration or addition as part of the limited increase in floor area of a nonconforming building.

3. Exception is in the case of damaged buildings/structures due to fire, earthquake, or natural disasters, refer to subsection D of this section.

C. As a condition to any conditional use permit granted pursuant to subsection B of this section, the portions altered or repaired shall be brought into conformity with applicable Cc~~e~~ity codes including the zoning code.

D. Repair of Damaged or Partially Damaged Structures Due to Fire, Explosion, Earthquake, or Other Natural Disasters. Any nonconforming structure or conforming structure containing a nonconforming use which is damaged or destroyed by fire, explosion, act of God, collapse or any other casualty or calamity may be reconstructed to the condition in which it existed immediately prior to the occurrence of such damage or destruction; provided, that:

1. ~~The total cost of the reconstruction of the structure shall not exceed seventy-five percent of the value of the structure prior to the damage or destruction. The value of the structure may be computed by any of the following methods:~~

~~a. The current assessed valuation of the structure as shown on the latest county of San Bernardino equalized assessment role;~~

~~b. An appraisal of the damage or destroyed structure made by a state of California licensed appraiser to determine predamage or destruction value of the structure;~~

~~c. The value to construct the original structure as shown on the building department's official records, based upon the current building construction costs upon which building permit valuations are computed.~~

~~In determining the reconstruction cost of any nonconforming structure, there shall not be included therein the cost of the land or any factors other than those concerning the nonconforming structure itself.~~

~~a.~~ All such construction or repairs shall be started within one (1) year from the date of damage or destruction and shall be pursued diligently to completion within one (1) year of the start of construction. Otherwise, the right to rebuild pursuant to this section is terminated~~, which means within one more year~~. Each of these one (1) year periods may be extended in intervals of six (6) months upon demonstration of practical difficulty or hardship.

2~~b~~. In the case of the buildings/structures being reconstructed in a different condition than what originally existed prior to the damages (fire, earthquake or natural disaster), then the project shall be evaluated in accordance to site and architectural review criteria, Chapter 18.63.

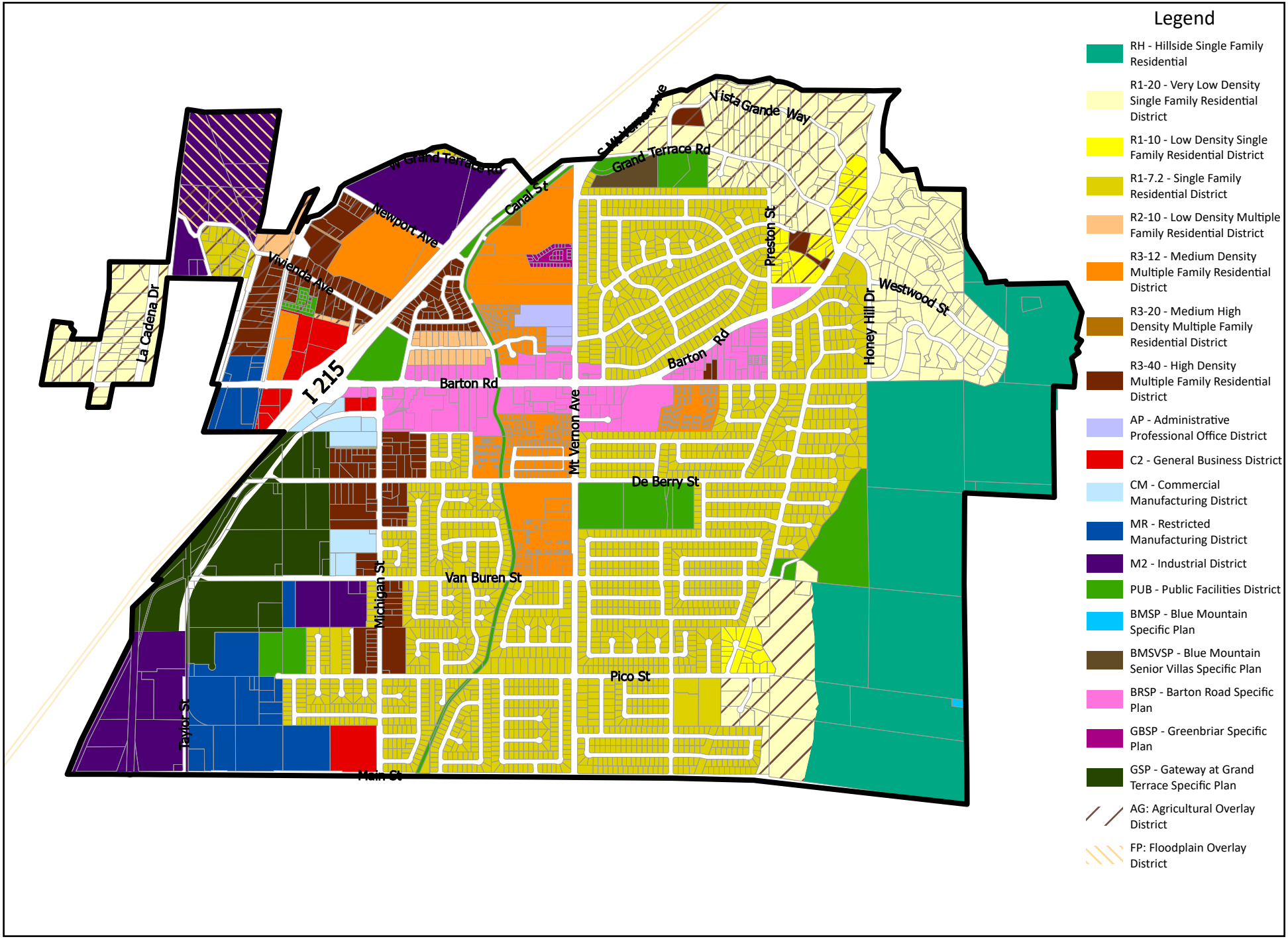
(Ord. 157 (part), 1995: Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

18.76.050 Buildings under construction.

Nothing contained in this T~~t~~itle shall be deemed to require any change in plans, construction or designated use of any building for which a building permit has properly been issued, in accordance with the provisions of ordinances then effective and upon which actual construction has been started prior to the effective date of the ordinance codified in this T~~t~~itle; provided, that in all such cases actual construction shall be diligently carried on until completion of the building.

(Ord. 151 § 1(part), 1994: Ord. 126 § 2, Exh. A(part), 1990)

EXHIBIT D



Michael Baker INTERNATIONAL

0 0.5 1 Miles

Proposed City of Grand Terrace Zoning Map

March 11, 2026

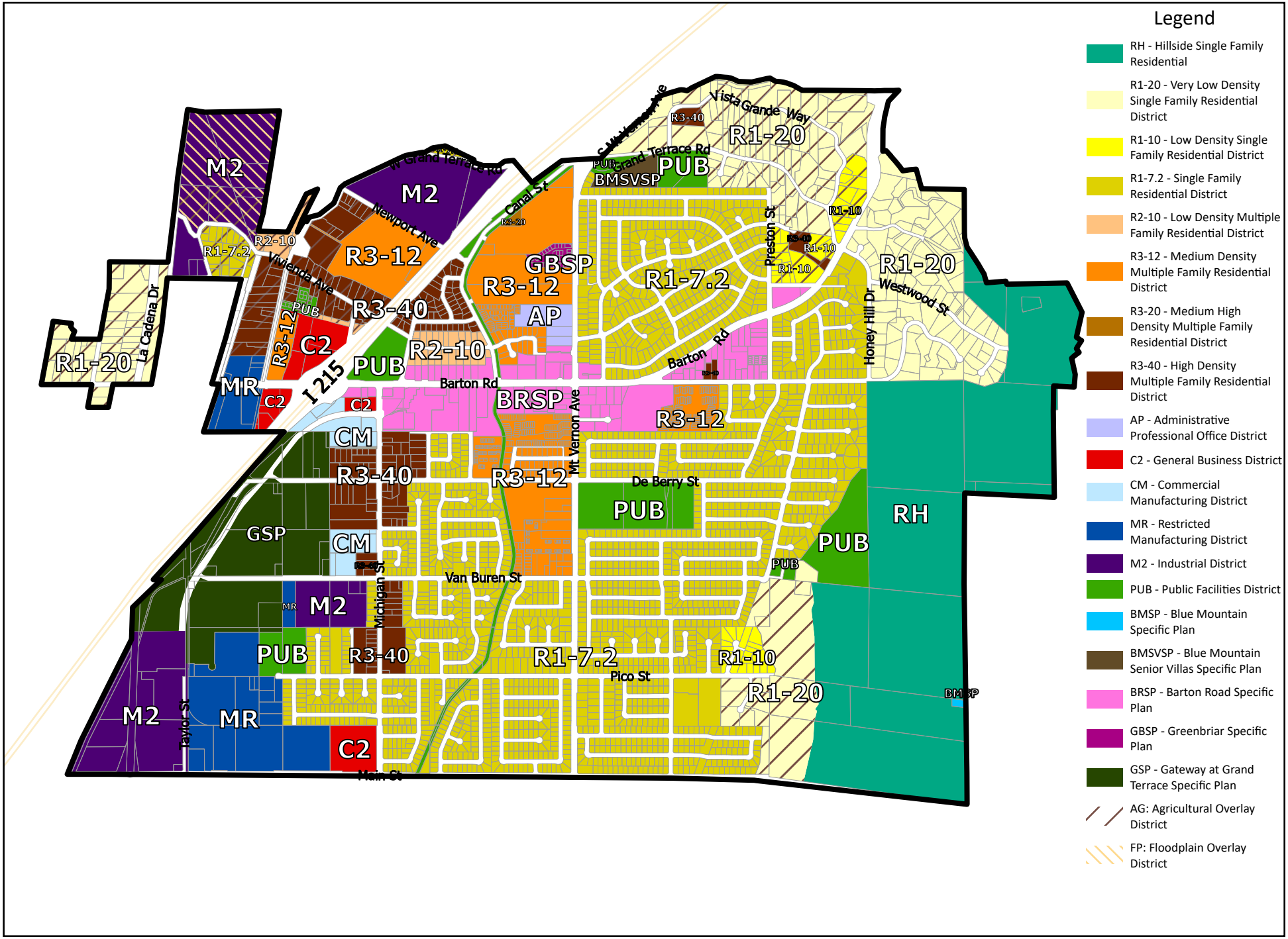

Legend
RH - Hillside Single Family Residential
R1-20 - Very Low Density Single Family Residential District
R1-10 - Low Density Single Family Residential District
R1-7.2 - Single Family Residential District
R2-10 - Low Density Multiple Family Residential District
R3-12 - Medium Density Multiple Family Residential District
R3-20 - Medium High Density Multiple Family Residential District
R3-40 - High Density Multiple Family Residential District
AP - Administrative Professional Office District
C2 - General Business District
CM - Commercial Manufacturing District
MR - Restricted Manufacturing District
M2 - Industrial District
PUB - Public Facilities District
BMSP - Blue Mountain Specific Plan
BMSVSP - Blue Mountain Senior Villas Specific Plan
BRSP - Barton Road Specific Plan
GBSP - Greenbriar Specific Plan
GSP - Gateway at Grand Terrace Specific Plan
AG: Agricultural Overlay District
FP: Floodplain Overlay District
Vista Grande Way
Grand Terrace Rd
W Grand Terrace Rd
Canal St
Newport Ave
Viviende Ave
La Cadena Dr
Preston St
Westwood St
Honey Hill Dr
Barton Rd
I 215
Mt Vernon Ave
De Berry St
Van Buren St
Michigan St
Pico St
Taylor St
Main St
0
0.5
1
Miles
Michael Baker INTERNATIONAL
Proposed City of Grand Terrace Zoning Map

EXHIBIT E

APN	ACREAGE	CURRENT ZONE
27521105	0.94	R2 (AG Overlay)
27521109	3.93	R2 (AG Overlay)
27521116	0.76	R2 (AG Overlay)
27521117	0.97	R2 (AG Overlay)
27521126	0.45	R2 (AG Overlay)
27521130	0.43	R2 (AG Overlay)
27521132	2.82	R3
27521134	0.45	R2 (AG Overlay)
27521136	0.20	R2 (AG Overlay)
27521137	0.17	R2 (AG Overlay)
27521138	0.26	R2 (AG Overlay)
27521139	0.16	R2 (AG Overlay)
27521141	0.34	R2 (AG Overlay)
27521142	0.89	R2 (AG Overlay)
27521143	0.30	R2 (AG Overlay)
27521146	0.38	R2 (AG Overlay)
27521147	0.36	R2 (AG Overlay)
27521150	0.40	R2 (AG Overlay)
27521151	0.41	R2 (AG Overlay)
27521152	0.42	R2 (AG Overlay)
27521156	0.56	R2 (AG Overlay)
27521157	0.62	R2 (AG Overlay)
27521158	0.81	R2 (AG Overlay)
27521204	0.25	R1-7.2
27521206	0.18	R1-7.2

27521209	0.13	R1-7.2
27521212	0.27	R1-7.2
27521213	0.18	R1-7.2
27521215	0.67	R1-7.2
27521216	0.26	R1-7.2
27521217	0.22	R1-7.2
27521218	0.18	R1-7.2
27521219	0.33	R1-7.2
27522312	1.99	R3-24
27522331	1.45	R2 (AG Overlay)
27522336	0.76	R2 (AG Overlay)
27522338	0.60	R2 (AG Overlay)
27522340	1.09	R2 (AG Overlay)
27522341	0.90	R2 (AG Overlay)
27522349	0.41	R2 (AG Overlay)
27522350	0.45	R2 (AG Overlay)
27522351	0.97	R2 (AG Overlay)
27522353	0.21	R2 (AG Overlay)
27522354	0.27	R2 (AG Overlay)
27522355	1.40	R2 (AG Overlay)
27522359	0.42	R2 (R3-24 Overlay, AG Overlay)
27522360	1.58	R2 (R3-24 Overlay, AG Overlay)
27523112	0.89	R2 (AG Overlay)
27523117	0.49	R2 (AG Overlay)
27523122	0.18	R2 (AG Overlay)

27523126	0.25	R2 (AG Overlay)
27523131	0.32	R2 (AG Overlay)
27523132	0.16	R2 (AG Overlay)
27523133	0.26	R2 (AG Overlay)
27523139	0.25	R2 (AG Overlay)
27523140	0.25	R2 (AG Overlay)
27523141	0.44	R2 (AG Overlay)
27523142	0.29	R2 (AG Overlay)
27523143	0.23	R2 (AG Overlay)
27523171	1.08	R2 (AG Overlay)
27523173	0.97	R2 (AG Overlay)
27523209	0.53	R2 (AG Overlay)
27523210	0.18	R2 (AG Overlay)
27524132	0.23	R1-7.2
27525145	0.16	R1-7.2
27525153	0.27	R1-7.2
27525154	0.36	R1-7.2
27527101	0.25	R1-7.2
27527102	0.17	R1-7.2
27527103	0.18	R1-7.2
27527104	0.19	R1-7.2
27527105	0.18	R1-7.2
27527106	0.17	R1-7.2
27527107	0.18	R1-7.2
27527108	0.18	R1-7.2

27527109	0.28	R1-7.2
27527110	0.18	R1-7.2
27527111	0.20	R1-7.2
27527112	0.24	R1-7.2
27527113	0.17	R1-7.2
27527114	0.17	R1-7.2
27527115	0.19	R1-7.2
27527116	0.23	R1-7.2
27527117	0.22	R1-7.2
27527201	0.21	R1-7.2
27527202	0.21	R1-7.2
27527203	0.17	R1-7.2
27527204	0.17	R1-7.2
27527205	0.17	R1-7.2
27527207	0.16	R1-7.2
27527211	0.16	R1-7.2
27527212	0.17	R1-7.2
27527213	0.17	R1-7.2
27527214	0.18	R1-7.2
27527215	0.21	R1-7.2
27527216	0.19	R1-7.2
27527217	0.22	R1-7.2
27527218	0.17	R1-7.2
27527219	0.19	R1-7.2
27527301	0.17	R1-7.2

27527302	0.17	R1-7.2
27527303	0.16	R1-7.2
27527304	0.17	R1-7.2
27527305	0.17	R1-7.2
27527306	0.16	R1-7.2
27527307	0.16	R1-7.2
27527308	0.17	R1-7.2
27527309	0.17	R1-7.2
27527310	0.18	R1-7.2
27527313	0.16	R1-7.2
27620247	0.47	BRSP-AP
27620261	0.52	BRSP-AP
27641127	1.68	R1-10 (AG Overlay)
27641128	0.65	R1-10 (AG Overlay)
27645134	2.20	R1-20 (AG Overlay)
116716107	0.36	R1-7.2
116716110	0.32	R1-7.2
116716112	0.32	R1-7.2
116716115	0.32	R1-7.2
116716116	0.15	R1-7.2
116716117	0.15	R1-7.2
116716118	0.15	R1-7.2
116716119	0.20	R1-7.2
116716122	0.80	R1-7.2
116716123	0.19	R1-7.2

116716124	0.29	R1-7.2
116716125	0.33	R1-7.2
116716126	0.33	R1-7.2
116716127	0.81	R1-7.2
116716131	0.64	R1-7.2
116716132	0.41	R1-7.2
116717101	0.53	R1-7.2
116717102	0.53	R1-7.2
116717103	0.66	R1-7.2
116717104	0.40	R1-7.2
116717105	1.19	R1-7.2
116717106	0.69	R1-7.2
116717107	0.18	R1-7.2
116717108	0.36	R1-7.2
116717109	2.74	R1-7.2
116717110	1.95	R1-7.2
116718108	0.69	CM
116718109	0.76	CM
116718110	0.23	CM
116718111	0.36	CM
116720103	2.61	R1-7.2
116720104	0.21	R1-7.2
116720105	0.21	R1-7.2
116720106	0.20	R1-7.2
116720107	0.21	R1-7.2

116720108	0.20	R1-7.2
116720109	0.22	R1-7.2
116720110	0.21	R1-7.2
116720111	0.26	R1-7.2
116720112	0.32	R1-7.2
116724101	1.08	R1-7.2
116724102	0.20	R1-7.2
116724103	0.40	R1-7.2
116724104	0.48	R1-7.2
116724105	0.46	R1-7.2
116724106	0.51	R1-7.2
116724107	0.78	R1-7.2
116724109	0.59	R1-7.2
116724110	0.44	R1-7.2
116724113	0.46	R1-7.2
116724115	0.47	R1-7.2
116724117	0.50	R1-7.2
116724118	0.50	R1-7.2
116724119	0.47	R1-7.2
116724154	0.66	R1-7.2
116724155	0.37	R1-7.2
116724156	0.19	R1-7.2
116725108	0.57	R1-7.2
116725109	0.73	R1-7.2
116725110	0.17	R1-7.2

116725111	0.17	R1-7.2
116725112	0.30	R1-7.2
116725113	0.18	R1-7.2
116725114	0.69	R1-7.2
116725118	0.20	R1-7.2
116725119	0.17	R1-7.2
116725120	0.29	R1-7.2
116725169	0.39	R1-7.2
116725171	0.86	R1-7.2
116727101	0.38	R1-7.2
116727102	0.48	R1-7.2
116727103	0.13	R1-7.2
116727110	0.48	R1-7.2
116727112	1.06	R1-7.2
116727167	0.47	R1-7.2
116727168	0.52	R1-7.2
116727169	0.23	R1-7.2
116727170	0.26	R1-7.2
116728101	4.54	R1-7.2
116728102	0.11	R1-7.2
	97.10	

Print Form

EXHIBIT F

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: San Bernardino
222 W Hospitality Ln
San Bernardino, CA 92415

From: (Public Agency): City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
(Address)

Project Title: City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project

Project Applicant: City of Grand Terrace

Project Location - Specific:
City of Grand Terrace

Project Location - City: Grand Terrace Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:
The proposed project would allow for the rezoning of approximately 97 acres of currently single family or commercially zoned land in the City to allow for high density residential development up to 40 dwelling units per acre (du/ac) for a maximum buildout of up to 3,880 residential units.

Name of Public Agency Approving Project: City of Grand Terrace

Name of Person or Agency Carrying Out Project: City of Grand Terrace

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: PRC Section 21080.085; CEQA Guidelines Section 15061(b)(3)

Reasons why project is exempt:
The proposed project meets all criteria for an SB 131 Statutory Exemption pursuant to Public Resources Code Section 21080.085. The project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4. Further, the project is not located within natural and protected lands, as defined by Public Resources Code Section 21067.5.

Lead Agency
Contact Person: Scott Hutter Area Code/Telephone/Extension: (909) 954-5176

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT 2026-02 (GPA 26-02), FOR THE REDESIGNATION OF 97.1 ACRES TO HIGH DENSITY RESIDENTIAL R3-40 MULTIPLE-FAMILY RESIDENTIAL ZONE TO IMPLEMENT THE 2021–2029 HOUSING ELEMENT PROGRAM 1

WHEREAS, local governments are authorized by Government Code Section 65350 et seq. to prepare, adopt, and amend general plans and Government Code Section 65580 et seq. requires cities to update their housing elements on a regular basis; and

WHEREAS, on March 25, 2025, the City Council adopted a comprehensive update to the Housing Element of the Grand Terrace General Plan for the 2021–2029 6th Cycle planning period; and

WHEREAS, on May 22, 2025, the California Department of Housing and Community Development issued a letter finding that the draft 2021–2029 Housing Element is conditionally compliant and will be in full compliance with state law upon adoption and completion of the proposed rezoning on 97.1 acres to "High Density Residential R3-40" multiple-family residential zone; and

WHEREAS, the Housing Element contains Program 1, which identifies 97.1 acres of land for rezoning to the "High Density Residential R3-40" multiple-family residential zone at 20–40 dwelling units per acre to accommodate the Regional Housing Needs Allocation (RHNA); and

WHEREAS, Housing Element Program 1 commits the City of Grand Terrace to rezoning 97.1 acres of the City to "High Density Residential R3-40" multiple-family residential zone on the Zoning Map and designated as "High Density Residential (HDR)" on the General Plan Land Use Map, which is comprised of one-hundred and ninety-five (195) parcels of land that are identified as Assessor's Parcel Numbers 0275-211-05, 0275-211-09, 0275-211-16, 0275-211-17, 0275-211-26, 0275-211-30, 0275-211-32, 0275-211-34, 0275-211-36, 0275-211-37, 0275-211-38, 0275-211-39, 0275-211-41, 0275-211-42, 0275-211-43, 0275-211-46, 0275-211-47, 0275-211-50, 0275-211-51, 0275-211-52, 0275-211-56, 0275-211-57, 0275-211-58, 0275-212-04, 0275-212-06, 0275-212-09, 0275-212-12, 0275-212-13, 0275-212-15, 0275-212-16, 0275-212-17, 0275-212-18, 0275-212-19, 0275-223-12, 0275-223-31, 0275-223-36, 0275-223-38, 0275-223-40, 0275-223-41, 0275-223-49, 0275-223-50, 0275-223-51, 0275-223-53, 0275-223-54, 0275-223-55, 0275-223-59, 0275-223-60, 0275-231-12, 0275-231-17, 0275-231-22, 0275-231-26, 0275-231-31, 0275-231-32, 0275-231-33, 0275-231-39, 0275-231-40, 0275-231-41, 0275-231-42, 0275-231-43, 0275-231-71, 0275-231-73, 0275-232-09, 0275-232-10, 0275-241-32, 0275-251-45, 0275-251-53, 0275-251-54, 0275-271-01, 0275-271-02, 0275-271-03, 0275-271-04, 0275-271-05, 0275-271-06, 0275-271-07, 0275-271-08, 0275-271-09, 0275-271-10, 0275-271-11, 0275-271-12, 0275-271-13, 0275-271-14, 0275-271-15, 0275-271-16, 0275-271-17, 0275-272-01, 0275-272-02, 0275-272-03, 0275-272-04, 0275-272-05, 0275-272-07, 0275-272-11, 0275-272-12, 0275-272-13, 0275-272-14, 0275-272-15, 0275-272-16, 0275-272-17, 0275-272-18, 0275-272-19, 0275-273-01, 0275-273-02, 0275-273-03, 0275-273-04, 0275-273-05, 0275-273-06, 0275-273-07, 0275-273-08, 0275-273-09, 0275-273-10, 0275-273-13, 0276-202-47, 0276-202-61, 0276-411-27, 0276-411-28, 0276-451-34, 1167-161-07, 1167-161-10, 1167-161-12, 1167-161-15, 1167-161-16, 1167-161-17, 1167-161-18, 1167-161-19, 1167-161-22, 1167-

161-23, 1167-161-24, 1167-161-25, 1167-161-26, 1167-161-27, 1167-161-31, 1167-161-32, 1167-171-01, 1167-171-02, 1167-171-03, 1167-171-04, 1167-171-05, 1167-171-06, 1167-171-07, 1167-171-08, 1167-171-09, 1167-171-10, 1167-181-08, 1167-181-09, 1167-181-10, 1167-181-11, 1167-201-03, 1167-201-04, 1167-201-05, 1167-201-06, 1167-201-07, 1167-201-08, 1167-201-09, 1167-201-10, 1167-201-11, 1167-201-12, 1167-241-01, 1167-241-02, 1167-241-03, 1167-241-04, 1167-241-05, 1167-241-06, 1167-241-07, 1167-241-09, 1167-241-10, 1167-241-13, 1167-241-15, 1167-241-17, 1167-241-18, 1167-241-19, 1167-241-54, 1167-241-55, 1167-241-56, 1167-251-08, 1167-251-09, 1167-251-10, 1167-251-11, 1167-251-12, 1167-251-13, 1167-251-14, 1167-251-18, 1167-251-19, 1167-251-20, 1167-251-69, 1167-251-71, 1167-271-01, 1167-271-02, 1167-271-03, 1167-271-10, 1167-271-12, 1167-271-67, 1167-271-68, 1167-271-69, 1167-271-70, 1167-281-01, 1167-281-02; and

WHEREAS, the adoption of the 2021-2029 Housing element and associated rezoning of 97.1 acres required amendments be made the City's Land Use Element and Land Use Map; and

WHEREAS, this General Plan Amendment 2026-02 (GPA 26-02) amend the City's General Plan Land Use Map and General Plan Land Use Element to describe and identify the new land use designation of Housing Element Program No. 1's 97.1 acres as the "High Density Residential R3-40" multiple-family residential zone for consistency purposes; and

WHEREAS, during the preparation of new zoning standards for the "High Density Residential R3-40" multiple-family residential zone, public outreach was conducted via a Special Joint Planning Commission and City Council Session on January 27, 2026, and a Community Study Session on February 5, 2026; and

WHEREAS, the Grand Terrace Municipal Code requires that the City Council take action on Zoning Ordinance amendments, and the Grand Terrace Municipal Code requires that the Planning Commission make a recommendation to the City Council on such amendments; and

WHEREAS, the Grand Terrace Planning Commission held a duly noticed public hearing to consider General Plan Amendment (GPA) 26-02 on April 2, 2026; and

WHEREAS, on March 12, 2026, the City of Grand City Clerk's Office, posted two (2) true and correct copies of the legal notice indicating the date and time of the April 2, 2026, public hearing at the Grand Terrace City Hall Bulletin Board and at the Grand Terrace Public Library, and posted on the City's website in accordance with the Grand Terrace Municipal Code Section 18.03.070; and

WHEREAS, on March 12, 2026, the City of Grand Terrace Planning Division contracted the mailing of copies of the legal notice to affected property owners, stakeholders, and surrounding jurisdictions indicating the date and time of the April 2, 2026, public hearing in compliance with state law concerning the amendment; and

WHEREAS, on March 12, 2026, a legal notice in the Grand Terrace City News, a local paper of general circulation, was published indicating the date and time of the April 2, 2026, public hearing in compliance with state law concerning the amendment; and

WHEREAS, on April 2, 2026, Planning Commission concluded its public hearing for General Plan Amendment (GPA) 26-02, and approved resolutions 26-05 and 26-06 made a recommendation to the City Council for adoption of General Plan Amendment (GPA) 26-02; and

WHEREAS, on May 12, 2026 the Grand Terrace City Council held a duly noticed public hearing and considered approval of General Plan Amendment (GPA) 26-02; and

WHEREAS, on May 12, 2026 the Grand Terrace City Council rejected General Plan Amendment (GPA) 26-02 after the motion to approve failed in a 4-1 vote; and

WHEREAS, following the failure of the motion to approve General Plan Amendment (GPA) 26-02, the Grand Terrace City Council continued the Public Hearing to the next regularly scheduled City Council meeting on May, 26, 2026; and

WHEREAS, at the May 26, 2026, City Council meeting the Grand Terrace City Council unanimously moved to reconsider General Plan Amendment (GPA) 26-02 and directed staff to duly re-notice and publish a public hearing notice for the reconsideration of General Plan Amendment (GPA) 26-02 to be held at the regularly scheduled City Council meeting on June 23, 2026; and

WHEREAS, on June 11, 2026, the City of Grand City Clerk's Office, posted two (2) true and correct copies of the legal notice indicating the date and time of the June 23, 2026, public hearing at the Grand Terrace City Hall Bulletin Board and at the Grand Terrace Public Library, and posted on the City's website in accordance with the Grand Terrace Municipal Code Section 18.03.070; and

WHEREAS, on June 11, 2026, the City of Grand Terrace Planning Division contracted the mailing of copies of the legal notice to affected property owners, stakeholders, and surrounding jurisdictions indicating the date and time of the June 23, 2026, public hearing in compliance with state law concerning the amendment; and

WHEREAS, on June 11, 2026, a legal notice in the Grand Terrace City News, a local paper of general circulation, was published indicating the date and time of the June 23, 2026, public hearing in compliance with state law concerning the amendment; and

WHEREAS, on June 23, 2026, the City Council held a duly noticed public hearing to consider Housing Element Program No. 1's rezoning of 97.1 acres "High Density Residential R3-40" multiple-family residential zone "Project", and during the public hearing on the Project all interested persons were afforded an opportunity to be heard before the hearing was closed; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the General Plan Amendment 2026-02 (GPA 26-02) for the "Project" has been determined by the City acting as lead agency as exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000, et seq.), pursuant to State CEQA Regulation Section 15061(b)(3) (14 Cal. Code Regs. Section 15061[b][3]) through Section 21080.085, which exempts rezones that implement the schedule of actions contained in an approved Housing Elements; and

WHEREAS, the staff report and supporting materials accompanying this resolution are found to be true, are adopted as Facts and Findings, and are incorporated by reference in this resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. General Plan Amendment 2026-02 (GPA 26-02) is exempt from the CEQA (California Public Resources Code Section 21000, et seq.), pursuant to State CEQA Regulation Section 15061(b)(3) (14 Cal. Code Regs. Section 15061[b][3]) through Section 21080.085, which exempts rezones that implement the schedule of actions contained in an approved Housing Element.

SECTION 3. Based upon the forgoing and all oral and written presentations and testimony made by City staff and members of the public (including the staff report and exhibits), the City Council finds as follows with respect to the General Plan Amendment 2026-02 (GPA 26-02):

1. The proposed amendments are in the public interest.

2. The proposed amendments are consistent and compatible with the rest of the General Plan and Zoning Code.

3. The potential effects of the proposed amendments have been evaluated and have been determined to not be detrimental to the public health, safety, or welfare.

4. The proposed amendments have been processed in accordance with the applicable provisions of the California Government Code and CEQA.

Changes to the General Plan Land Use Element "**EXHIBIT AA**" and General Plan Land Use Map "**EXHIBIT BB**" to effectuate "High Density Residential R3-40" multiple-family residential zone are attached hereto, and incorporated herein by reference

SECTION 4. The City Council adopts General Plan Amendment 2026-02 (GPA 26-02), implementing Housing Element Program 1 and redesignating 97.1 acres to "High Density Residential R3-40" multiple-family residential zone, as shown in **EXHIBIT AA** (Land Use Map) and **EXHIBIT BB** (Land Use Element), attached hereto, and incorporated herein by reference.

SECTION 5. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall take effect immediately.

SECTION 7. The City Council hereby approved General Plan Amendment 2026-02 (GPA 26-02) and orders an amendment to the General Plan of the City of Grand Terrace to incorporate the "High Density Residential R3-40" multiple-family residential zone as set forth in **EXHIBIT AA** and **EXHIBIT BB** attached hereto and incorporated herein by reference.

Signatures on Following Page

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular Public Hearing held on the 23rd day of June 2026.

_____
Bill Hussey, Mayor

ATTEST:

_____
Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra
City Attorney

Land Use Element



Adopted April 27, 2010, via Resolution No. 2010-10
Amended June 23, 2026, via Resolution No. 2026-__



This page intentionally left blank

\

2.0 LAND USE ELEMENT

2.1 INTRODUCTION

2.1.1 Purpose and Function



The Land Use Element is often considered the most critical element of a General Plan. It provides overall guidance to all properties within the City through the distribution of land uses, by type, including residential, commercial, industrial, institutional, and open space. The Land Use Element identifies each land use designation's location and intensity, and its interrelationship with other land uses. The Land Use Element translates the City's long-range vision for development in the City and provides a Land Use Plan, goals, policies, and implementation programs to achieve that vision.

In order to provide guidance for the physical development of the City, the Land Use Element must take into consideration the other elements of the General Plan that identify constraints or opportunities for the development of individual properties. Issues that must be considered include transportation systems, regional drainage, utilities, and geographic and geologic constraints, among others.

2.1.2 Relationship to Other Plans and Programs

City Zoning Code

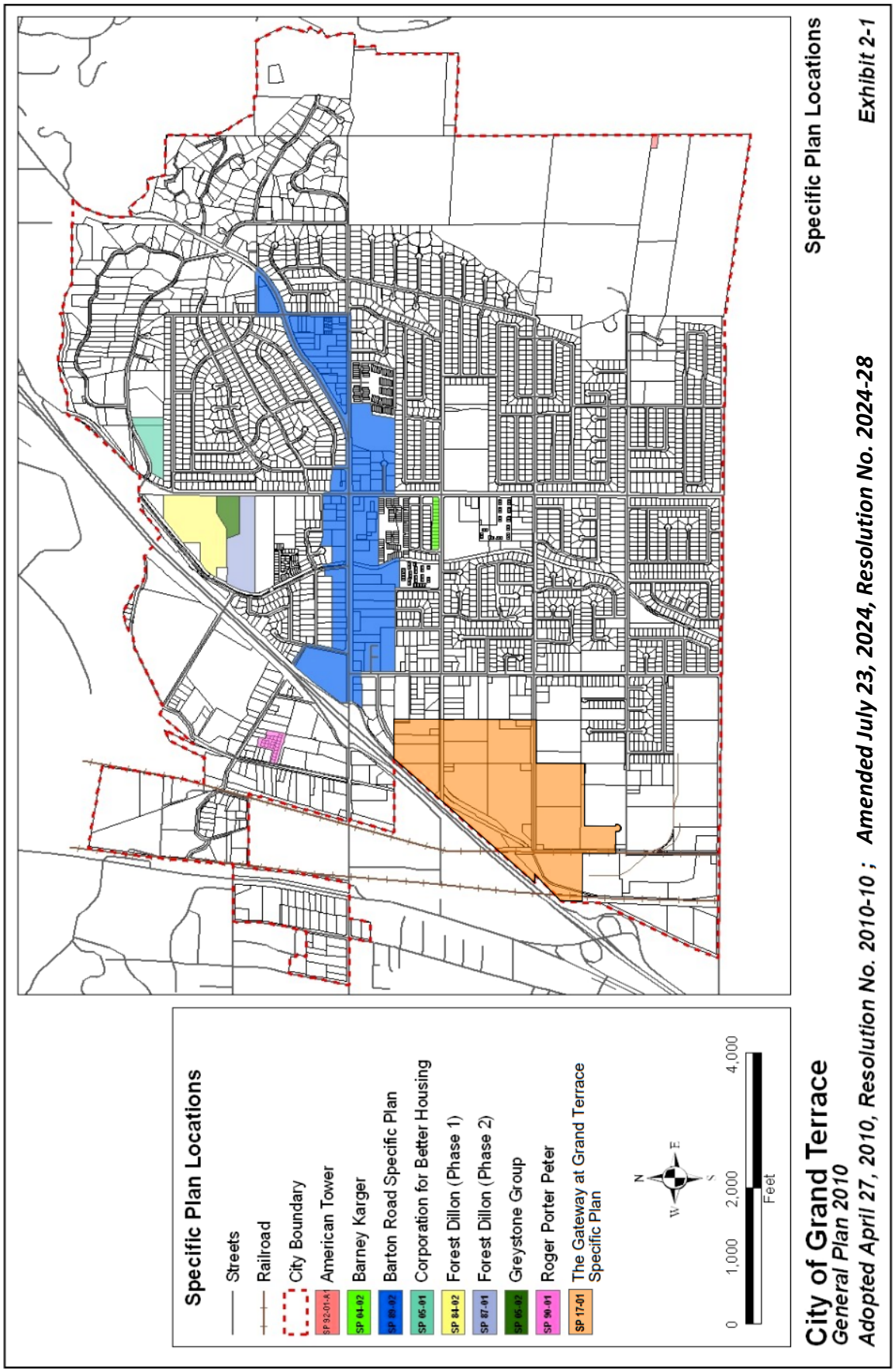
The City of Grand Terrace Zoning Code sets forth the City's standards, guidelines, and procedures relating to the development and maintenance of all land uses within the City. These regulations are intended to implement the goals and policies of the General Plan while being consistent with the designations of the Land Use Plan. They are intended to protect the physical, social, and economic stability of City residents and businesses and their property; reduce or eliminate hazards to the public; and enhance the City's physical, social, and economic advantages through comprehensive land use and resource planning.

Barton Road Specific Plan and Other Specific Plans

The Barton Road Specific Plan serves as the zoning code for most properties fronting along or directly related to Barton Road. It is intended to provide guidance for the development of predominantly commercial property along the primary transportation corridor through the City.

Since incorporation, the City has approved approximately 16 project-oriented Specific Plans. The locations of the Barton Road Specific Plan, The Gateway at Grand Terrace Specific Plan and other Specific Plans are identified on Exhibit 2-1. The Specific Plan properties include multi-family residential projects, small lot single family projects, commercial projects, mixed-use projects and cellular communications projects.

Exhibit 2-1 – Specific Plan Locations





City of Colton General Plan

The City of Colton borders Grand Terrace to the north, east, and west. The area west of Interstate 215 includes pockets of Grand Terrace property intermingled with pockets of Colton property. As such, the City of Grand Terrace must carefully monitor development and land uses in the City of Colton adjacent to Grand Terrace. Development in adjacent areas of Colton have the opportunity to create land use compatibility conflicts, generate traffic problems within Grand Terrace, and potentially generate environmental hazards that could impact Grand Terrace residents. Review of the Colton General Plan offers Grand Terrace the opportunity to plan accordingly and cooperate with Colton to ensure land use compatibility, improve efficiencies in public services, and mitigate potential environmental impacts generated by future development.

County of Riverside General Plan

The County of Riverside's unincorporated community of Highgrove lies immediately south of Grand Terrace. This area is projected to experience significant future growth that could potentially impact Grand Terrace in a similar manner as the City of Colton. Careful review and monitoring of development within this area will again allow Grand Terrace to plan accordingly and cooperate with Riverside County to ensure land use compatibility, improve efficiencies in public services, and mitigate potential environmental impacts generated by future development.

Sphere of Influence

The Sphere of Influence of the City of Grand Terrace encompasses its current City limit boundaries. It lies adjacent to the City of Colton to the north, east, and west. The County of Riverside lies immediately to the south. There are no opportunities to annex adjacent unincorporated San Bernardino County lands.

2.1.3 Relationship to Other Elements

The Land Use Element has the broadest scope of all the General Plan's elements. Since it governs how land is used throughout the City, virtually all issues and policies contained in other elements relate to the decisions to be made by the Land Use Element.

Examples of these relationships include the need to provide a circulation system to allow residents and workers to travel between land uses, and to ensure that the street system is adequate to serve intended lands uses. Residential uses must be protected from incompatible uses that could generate significant noise, air pollution or other hazards that might impact the residents. All land uses involving structures must be protected from man-made and natural hazards such as flooding, fires, and seismic events.



2.2 EXISTING CONDITIONS

Grand Terrace is predominantly a residential community. The City was formerly an unincorporated bedroom community surrounded by the City of Colton. Predominant commercial and industrial activities focused along regional transportation corridors in other areas of Colton leaving Grand Terrace to primarily develop as a single-family residential community. Since the majority of the community is located on the west side of Blue Mountain, the terrain offered scenic views that attracted residents while making large scale development of commercial and industrial uses more difficult.

The majority of the remaining undeveloped land is located on Blue Mountain, in the Santa Ana River floodplain, or adjacent to the I-215 Freeway.

Table 2.1 summarizes existing land use categories, by acreage, as noted in the existing City General Plan. As illustrated, 53 percent of all land within the City limits is designated for residential uses.

Table 2.1
Existing General Plan Land Uses

Land Use Type	Acres	% of Total
Hillside Low Density Residential	125.2	6%
Low Density Residential	826.6	36%
Medium Density Residential	144.1	6%
Medium/High Density Residential	6.8	0%
High Density Residential	97.1	4%
General Commercial	85.9	4%
Office Commercial	31.9	1%
Industrial	111.3	5%
Floodplain Industrial	42.3	2%
Public	161.3	7%
Hillside Open Space	188.5	8%
The Gateway at Grand Terrace Specific Plan	103.1	5%
Street & Railroad R/W	345.9	15%
Total	**2,270.8**	**100.00%**

2.3 GOALS AND POLICIES

The following goals and policies are established direct future land use planning decisions within the City of Grand Terrace:

Goal 2.1. Provide for balanced growth which seeks to provide a wide range of employment and housing opportunities and maintenance of a healthy, diversified community.



Policy 2.1.1: Implementation of general plan goals shall be reviewed every five years with the first review occurring one year after adoption of the General Plan. This will include an assessment of the relationship between general plan land use designations and existing land uses at the time of the review as well as growth patterns in surrounding communities.

Policy 2.1.2: The City will establish a formal liaison with adjacent jurisdictions, i.e. Riverside and San Bernardino Counties and the Cities of San Bernardino and Colton, for the purpose of evaluating the effects of each jurisdiction's land use planning activities on contiguous areas.

Policy 2.1.3: Grand Terrace's potential role within the regional market area will be reviewed every 2 ½ years as an integral part of the General Plan.

Policy 2.1.4: The supply of vacant land and underutilized lands within the City shall be reviewed every 2 years to consider changes in zoning in support of General Plan goals.

Policy 2.1.5: Enhancement of the City's image shall be undertaken by the establishment of City entrances and development of unified streetscapes.

Policy 2.1.6: Mixed use development which can demonstrate superior use of land, more efficient utilization of public facilities, and more effective conservation of natural resources shall be strongly encouraged by the City of Grand Terrace.



Policy 2.1.7: The City shall continually refine population growth forecasts to ensure adequate planning for anticipated increased levels of sewerage, water and other necessary community services.

Goal 2.2 Preserve and enhance the quality and character of the City's residential neighborhoods.

Policy 2.2.1: Any development occurring within the Hillside residential designation shall be required to prepare a Specific Plan.

Policy 2.2.2: All residential developments shall comply with the goals and policies of the Housing Element of the General Plan.

Goal 2.3 Provide a wide range of retail and service commercial opportunities designed to meet the needs of the City's residents, businesses, and visitors while also providing employment opportunities.

Policy 2.3.1: Commercially designated freeway frontage south of Barton Road, shall be developed under a Specific Plan to ensure a comprehensive commercial development pattern that will serve as a scenic entry into the City.

Policy 2.3.2: Maintenance and continued development of Grand Terrace's established commercial areas, as an encouragement of new commercial development.

Policy 2.3.3: Additional freeway service-oriented commercial uses shall be encouraged.

Policy 2.3.4: Commercial areas along Barton Road shall be designated in a manner that discourages "strip commercial" type development.

Policy 2.3.5: Measures to reduce potential land use incompatibility between commercially designated areas and all other plan areas will be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.

Goal 2.4: Provide for a mix of attractive industrial land uses designed to generate employment opportunities.

Policy 2.4.1: The City shall promote the development of employment generating, light, non-polluting industry, within the present land use pattern.

Policy 2.4.2: The City shall promote the development of light, non-polluting industrial uses within the City.

Policy 2.4.3: Whenever feasible, industrially designated areas shall be master planned to provide an "industrial park" character.



Policy 2.4.4: Buffering to prevent potential land use incompatibilities between industrial areas and other areas shall be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.

Policy 2.4.5: The City's Redevelopment Agency shall assist in the consolidation and assemblage of properties to assure adequately sized quality development with areas designated as light industrial.

Goal 2.5 Provide for the preservation of natural resources and open space.

Policy 2.5.1 All areas of Blue Mountain above elevation 1,450 feet above sea level shall be maintained as open space. Consideration shall be given to the maintenance of existing communications towers.

Policy 2.5.2 Areas designated as Open Space shall be preserved to provide long term recreation opportunities as well as the preservation of scenic and environmental resources and the protection of public health and safety.

Policy 2.5.3 Energy efficiency shall be encouraged in all future development.



2.4 LAND USE PLAN

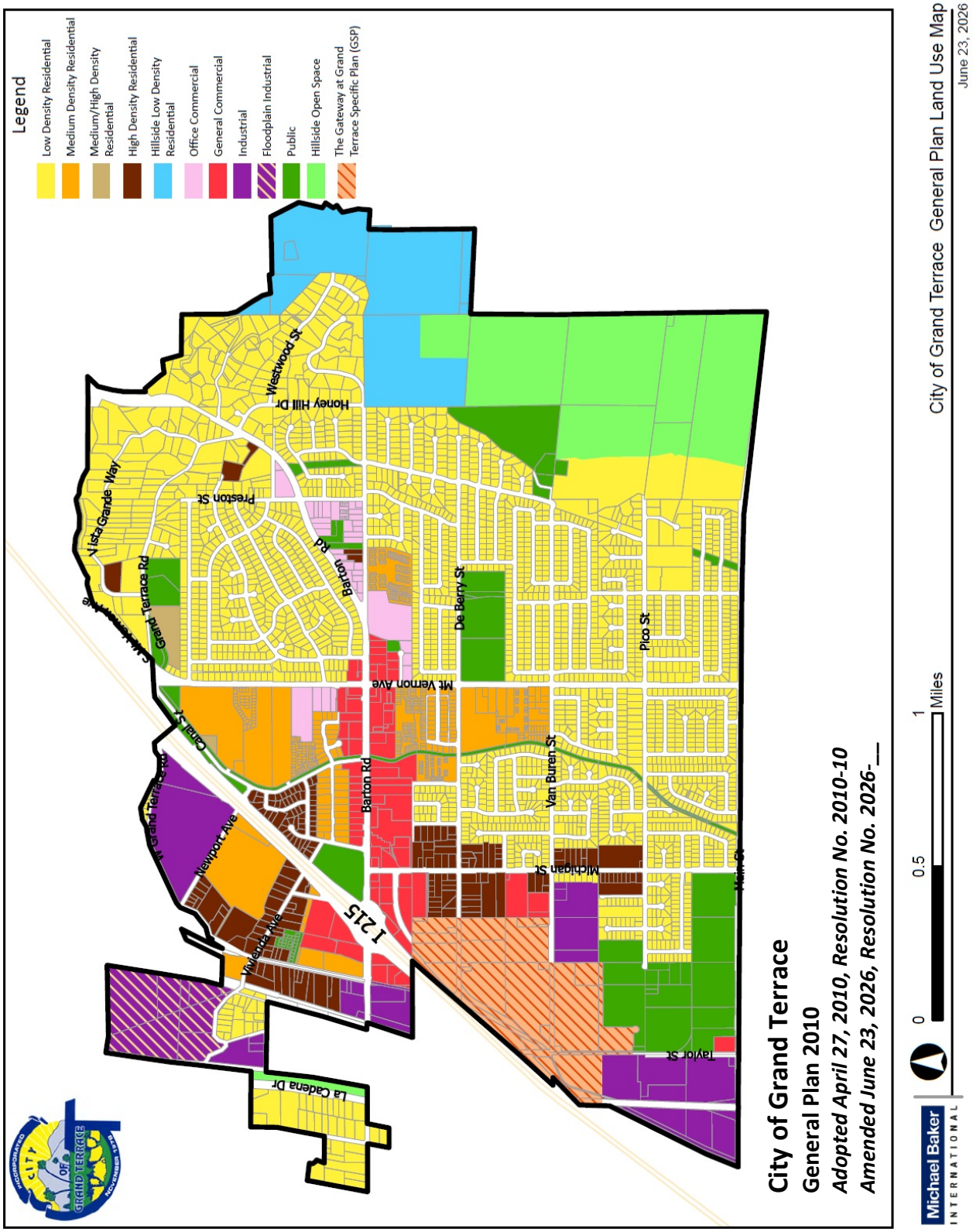
2.4.1 Land Use Map

As required by State law, the General Plan must identify land use designations and permitted development intensities. General plans must also provide a diagram indicating the locations of each land use type. These components are included in this section of the Land Use Element. Exhibit 2-2 presents the Land Use Map that identifies the specific land use designation of individual parcels throughout the City. Table 2.2 provides a general breakdown of acreage by land use designation and its percentage of total area within the City.

Table 2.2
General Plan Acreage By Land Use Category

Land Use Category	Acres	% of Total
Hillside Low Density Residential	125.2	6%
Low Density Residential	826.6	36%
Medium Density Residential	144.1	6%
Medium High Density Residential	6.8	0%
High Density Residential	97.1	4%
General Commercial	85.9	4%
Office Commercial	31.9	1%
Industrial	111.3	5%
Floodplain Industrial	42.3	2%
Hillside Open Space	188.5	8.0%
Public	161.3	7%
The Gateway at Grand Terrace Specific Plan	103.1	5%
Street & Railroad R/W	345.9	15%
Total	**2,270.8**	**100%**

Exhibit 2-2 – General Plan Land Use Map



2.4.2 Land Use Designations

Land use designations are provided in order to define the amount, type, and nature of future development that will be allowed in a given location in the City. The following section defines each land use designation shown on the Land Use Plan and provides its density range and general development standards required in accordance with State law.

Each land use designation is typically implemented by a defined set of zoning designations included in the City's Zoning Code. The Zoning Code contains detailed regulations relating to permitted and conditional uses allowed within each zone, site development standards, and performance criteria that serve to implement the goals and policies of the General Plan.

Table 2.3 provides a description of each land use designation of the Land Use Plan.





Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
RESIDENTIAL	
Hillside Low Density Residential (HLDR) Maximum Density – 1 dwelling unit per gross acre	The hillside areas of Blue Mountain located at the far eastern edge of the City are considered a natural resource that requires special consideration to protect the scenic views and environmental resources of the mountain. Any development proposed within the Hillside designation will require special evaluation of all environmental issues and must include provisions for the protection of all natural resources within the area. Properties within the designated areas must demonstrate that building pads and streets can be graded with minimal impact to the hillside and views, and that adequate utilities and public services, including drainage, domestic water, sanitary sewer, fire protection can be provided. Proposed developments within this area shall be required to prepare a Specific Plan. Clustered development that protects sensitive slopes and natural resources shall be strongly encouraged.
Low Density Residential (LDR) Density Range - 0 to 5 dwelling units per gross acre	The Low Density Residential designation limits land uses to single family detached residential units and mobile homes subject to the applicable General Plan policies and Zoning Code provisions. This designation encompasses the majority of property within the City and is largely associated with existing housing developments throughout the City.
Medium Density Residential (MDR) Density Range – 6 to 12 dwelling units per gross acre.	The Medium Density Residential designation include both single family detached and multiple family attached developments. Permitted uses within these areas may include small lot single family developments or attached multi-family developments including townhomes, condominiums, and apartments. Mobile home developments are also permitted. A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or pursuant to an approved Planned Residential Development application up to a 20% density bonus may be granted.
Medium High Density Residential (MHDR) Maximum Density - 20 dwelling units per gross acre	The Medium High Density Residential designation is reserved for multiple family development, with an emphasis on affordable housing projects. A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or pursuant to an approved Planned Residential Development application for up to a 20% density bonus.



Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
High Density Residential (HDR) Density Range – 20 to 40 dwelling units per gross acre	The High Density Residential designation is reserved for multi-family development, with an emphasis on affordable housing projects. Permitted uses within these areas may include garden-style apartments, courtyard buildings, townhomes, multiplexes, and other multiple family housing types. Single-family residential development or any residential development at a density less than twenty (20) dwelling units per acre is prohibited. A density bonus may be applied to a project pursuant to the density bonus provisions of Chapter 4.3 of the California Government Code, or, pursuant to an approved Planned Residential Development application, up to a 20% density bonus may be granted.
COMMERCIAL	
General Commercial (GC)	This designation is primarily located along Barton Road and near the I-215 Freeway. It provides for general commercial uses to serve the retail and service needs of the community.
Office Commercial (OC)	Office commercial uses are used as a buffer between residential areas and general commercial areas. The properties designated for Office Commercial uses are primarily located along Barton Road east of Mount Vernon Avenue and north of Barton Road west of Mount Vernon Avenue. Permitted uses may include office/administrative uses and support retail and service commercial uses
INDUSTRIAL	
Light Industrial (LI)	Permitted uses for properties designated as Light Industrial include those uses that can be made compatible with other surrounding uses within the City regarding noise, dust, odors, vibration, glare, air quality, traffic, aesthetics, and hazardous materials. Typical uses may include light manufacturing and assembly, small scale warehousing and distribution, research and development, and administrative and service types of uses.
Floodplain Industrial (FI)	Properties designated with the Floodplain Industrial designation experience the potential for severe flooding resulting from their proximity to the Santa Ana River. Properties within this designation are planned for ultimate development as light industrial, non-polluting uses similar to the Light Industrial designation. Proposed developments must demonstrate that adequate measures can be implemented to ensure that the proposed use is effectively protected from identified flood hazards. Presently, parcels within this area are largely undeveloped or developed as rural residential land uses. It is anticipated that buildout of this area will occur over a long period of time. During this buildout period, existing residential uses shall be permitted and regulated under the requirements of the Low Density Residential land use designation.



Table 2.3
City of Grand Terrace
General Plan Land Use Designations

Land Use Designation	Purpose of Land Use
	Light agricultural uses shall be permitted including the keeping of animals with the approval of an Agricultural Overlay zoning designation.
INSTITUTIONAL	
Public (P)	Public uses may include schools, parks, the City Hall, City maintenance facilities and facilities owned and operated by public utilities.
OPEN SPACE	
Hillside Open Space (OS)	Properties designated as Hillside Open Space are those that should not be developed as urban land uses due to environmental resources, environmental constraints or scenic resources. These are primarily located along the western and northern slopes of Blue Mountain. Properties designated as Hillside Open Space shall be retained in their natural condition and used as either natural open space or parkland. They may be either publicly or privately owned.
MIXED USE	
Mixed Use (MU)	Properties designated as mixed use are intended to be developed with multiple uses on a single site. This may include residential, commercial, business park, open space, and recreational uses. Compatible uses may be placed horizontally or vertically on the site. All Mixed Use projects shall be required to submit a Specific Plan or Planned Development that demonstrates compatibility between the proposed uses as well as buffering from adjacent properties, if warranted. Densities may not exceed those of the residential, commercial and industrial designations of the General Plan and zoning.
The Gateway at Grand Terrace Specific Plan (GSP) Density Range 4 to 20 dwelling units per gross acre	Properties located within The Gateway at Grand Terrace Specific Plan are designated as The Gateway at Grand Terrace Specific Plan (GSP) land use designation. The proposed land uses within the GSP land use designation would include Residential 4 – 20 dwelling units per acre (R 4-20), General Commercial (GC), Park, Open Space, drainage facilities, utilities, and roads. IN addition, the GSP area would also include Utility/R 4-20, Utility/GC, and Open Space Overlays.



2.4.3 Buildout Analysis

Table 2.4 presents an analysis of residentially designated land and the total number of estimated dwelling units and population at ultimate buildout. As illustrated, at ultimate development of the residential component of the Plan, the City population is estimated to be approximately 15,747.

These estimates are based upon the total acreage by land use type, an average probable density in dwelling units per acre, and the City's current average population per household. The analysis also assumes that certain properties with higher density designations that are currently underutilized would be redeveloped to the average designation's density.

Non-residential land uses comprise approximately 27 percent of all land within the City and include employee generating commercial and industrial property as well as open space lands. Table 2.5 summarizes the build out of non-residential uses and their potential employment generation. As illustrated, at buildout, a total of approximately 11,450 jobs may be available within the City.

Table 2.4
Residential Buildout Calculations

Land Use Designation	Probable Avg. Density	Acres	Dwelling Units	Persons / Household	Estimated Population
Low Density/Hillside	0.7 du/ac	125.2	88	2.83	249
Low Density	3.6 du/ac	826.6	2,976	2.83	8,422
Medium Density	11 du/ac	144.1	1,585	2.83	4,486
Medium High Density	20 du/ac	6.8	136	1.20/2.83+	385+
High Density	28 du/ac	97.9	2,741	2.83	7,757
Total		**1,200.7**	**7,526**		**21,299**

+Includes existing senior housing in persons per household and estimated population calculations.

Table 2.5

Non-Residential Buildout Estimates Land Use Designation	Probable Density (FAR)	Acres	Square Feet	Square Feet/ Employee	Estimated Employment
General Commercial	0.35	85.9	1,309,631	500	2,619
Office Commercial	0.35	31.9	486,347	250	1,945
Industrial	0.30	111.3	1,454,468	1,000	1,454
Floodplain Industrial	0.30	42.3	552,776	1,000	552
Public	0.35	161.3	2,459,179	1,000	2,459
Open Space	N/A	188.5	N/A	N/A	N/A
Total		621.2	6,262,401		9,029



2.5 IMPLEMENTATION PROGRAM

Table 2.6 presents the implementation plan designed to implement the policies of the Land Use Element. One or more implementation programs are provided for each policy. The implementation programs identify:

- The individual policy and proposed action,
- Its relationship to specific projects or overall City policy,
- Primary and secondary responsibility for implementation,
- Potential funding sources, and
- Implementation priority.

The General Plan Implementation Program is presented in a table format. Each policy of the General Plan is presented with the following information:

- Policy Number: Shows each policy number by General Plan Element.
- Action Type: Indicates whether the policy is project review specific or requires other administrative of judicial actions.
- Policy Action: Describes the policy and proposed actions for its implementation.
- Primary Responsibility: Indicates what agency is primarily responsible for implementation of the proposed action.
- Support Responsibility: Indicates what agencies are responsible for supporting the primary agency.
- Funding Source: Indicates the general sources of funding for the implementation action.
- Priority: Indicates the level of priority given to the implementation action.

The following codes are used throughout the Implementation Program table:

Table 2.6
Implementation Table Codes

Code	Definition
Responsible Agencies	
SOC	State of California
CA	City Attorney
CC	City Council
COC	City of Colton
COSB	County of San Bernardino
CD	Community Development Department
CJUSD	Colton Joint Unified School District
CM	City Manager
CRA	Community Redevelopment Agency
CS	Community Services Department



ENG	City Engineer
FCD	County Flood Control District
FD	Fire Department
FIN	Finance Department
GTF	Grand Terrace Foundation
PW	Public Works/Building & Safety Department
RHWC	Riverside Highland Water Company
SANBAG	San Bernardino Association of Governments
SCAG	Southern California Association of Governments
SD	Sheriff's Department
US	United States Federal Government
Funding Sources	
CFD	Community Facilities District
FG	Federal Grants
GF	City General Fund
ISF	Impact/Service Fee
LMD	Landscape Maintenance District
PP	Public/Private Partnership
RDA	Redevelopment Agency
SG	State Grants
UAF	User/Application Fees
Priorities	
1	Current. Action already implemented.
2	Urgent. Action should be undertaken within the next fiscal year. It is either required by law or is critical to the City.
3	Important. Action should be taken in the near future. It may be necessary for the completion of other actions.
4	Ongoing. Action is continuous or is the continuation of an existing action or program. It requires no further action to implement.
5	Desirable. Action would benefit the community, but does not require short term implementation or may require other actions to be taken first.
6	Optional. Action has a relatively low priority, but is desirable. It is not critical to other actions.

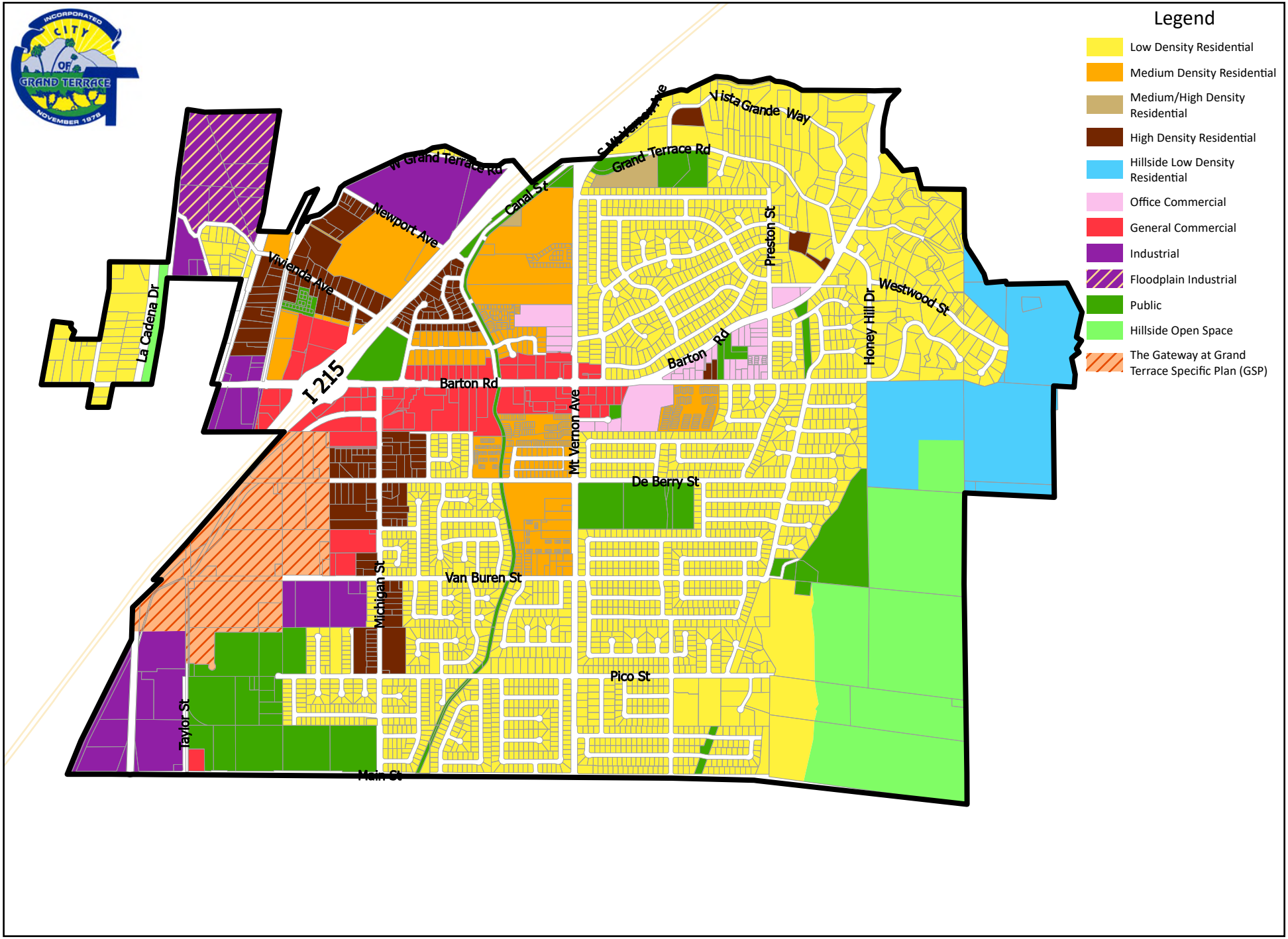
Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Land Use Element							
Goal 2.1: Provide for balanced growth which seeks to provide a wide range of employment and housing opportunities and maintenance of a healthy, diversified community.							
2.1.1		X	Implementation of General Plan goals shall be reviewed every five years with the first review occurring one year after adoption of the General Plan. This will include an assessment of the relationship between General Plan land use designations and existing land uses at the time of the review as well as growth patterns in surrounding communities.				
			a. Conduct an evaluation of the current General Plan and revise the Plan as necessary.	CD	PW, CA	GF	4
2.1.2		X	The City will establish a formal liaison with adjacent jurisdictions, i.e. Riverside and San Bernardino Counties and the Cities of San Bernardino and Colton, for the purpose of evaluating the effects of each jurisdiction's land use planning activities on contiguous areas.				
			a. Contact all surrounding jurisdictions to acquire copies of their General Plans. Review the Plans for consistency with the City's. Request that the City be included in the review of any General Plan Amendments.	CD	PW	GF	4
			b. Contact surrounding jurisdictions to have the City placed on their transmittal lists for project review. Review adjacent projects for compatibility with the City's General Plan and identify potential impacts to the City.	CD	PW	GF	4
2.1.3		X	Grand Terrace's potential role within the regional market area will be reviewed every 2 ½ years as an integral part of the General Plan.				
			a. Conduct an evaluation of the City's role in the regional market area for submittal and review by the City Council.	CD	CM	GF	5
2.1.4	X		The supply of vacant land and underutilized lands within the City shall be reviewed every 2 ½ years to consider changes in zoning in support of General Plan goals.				
			a. Conduct a survey of vacant and underutilized lands. Where appropriate, proposed changes to a specific property's General Plan designation and/or zoning shall submitted to the Planning Commission and City Council for appropriate action.	CD	---	GF	5

Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
2.1.5			Enhancement of the City's image shall be undertaken by the establishment of City entrances and development of unified streetscapes.				
			a. Identify entrances to the City that are under-landscaped. Submit proposed landscape plans to the Planning Commission and City Council for review. Prepare plans for approved concepts and install new landscaping, as funding becomes available.	CD	PW, CD	GF, FG, SG, LMD, ISF, PP	4
2.1.6	X		Mixed use development which can demonstrate superior use of land, more efficient utilitization of public facilities, and more effective conservation of natural resources shall be strongly encouraged by the City of Grand Terrace.				
			a. Review new development on a project-by-project basis for implementation of mixed use development concepts.	CD	PW	GF	1
2.1.7			The City shall continually refine population growth forecasts to insure adequate planning for anticipated increased levels of sewerage, water and other necessary community services.				
			a. Acquire updated population information through the State, SCAG, and SANBAG.	CD	PW, SCAG, SANBAG	GF	4
Goal 2.2: Preserve and enhance the quality and character of the City's residential neighborhoods.							
2.2.1	X		Any development occurring within the Hillside Residential designation shall be required to prepare a Specific Plan.				
			a. Enforce the current requirement for the preparation of a Specific Plan for any development proposed in areas designated as Hillside Residential.	CD	CA	GF	1
2.2.2	X		All residential developments shall comply with the goals and policies of the Housing Element of the General Plan.				
			a. Review all proposed residential projects for consistency to the General Plan Housing Element.	CD	---	GF	4

Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Goal 2.3: Provide a wide range of retail and service commercial opportunities designed to meet the needs of the City's residents, businesses, and visitors while also providing employment opportunities.							
2.3.1	X		Commercially designated freeway frontage shall be master planned to ensure a comprehensive commercial development pattern that will serve as a scenic entry into the City.				
			a. Require that all commercial projects along the I-215 freeway are developed under a master plan concept.	C D	---	GF, RDA, UAF	1
2.3.2		X	Maintenance and continued development of Grand Terrace's established commercial areas, as an encouragement of new commercial development.				
			a. The City shall develop a program to support the renovation and improvement of existing commercial areas.	C D	CS, PW, CM	SG, GF, FG, RDA, PP	3
2.3.3	X	X	Additional freeway service-oriented commercial uses shall be encouraged.				
			a. Promote the development of freeway-oriented land uses south of Barton Road and east of I-215.	C D	CS, CM	GF, UAF, PP, RDA	1
			b. Develop an economic development program designed to attract freeway-oriented commercial land uses to the City.	C D	CS, CM	RDA,	1
2.3.4	X	X	Commercial areas along Barton Road shall be designated in a manner that discourages "strip commercial" type development.				
			a. All new commercial projects along Barton Road shall be reviewed in compliance with the Barton Road Specific Plan to discourage "strip commercial" development concepts.	C D	PW	GF	4
2.3.5	X	X	Measures to reduce potential land use incompatibility between commercially designated areas and all other plan areas will be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.				
			a. Review and modify the Zoning Ordinance to provide requirements for buffering between commercial and residential land uses.	C D	PW, CA	GF	4

Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
Goal 2.4: Provide for a mix of attractive industrial land uses designed to generate employment opportunities							
2.4.1		X	The City shall promote the development of employment generating, light, non-polluting industry with the present land use pattern.				
			a. Identify potential industrial sites. Market the sites through City-sponsored economic development programs using multi-media sources including the City Website, television, and written materials.	CD	CM, RDA	GF, RDA	4
2.4.2		X	The City shall promote the development of light non-polluting industrial uses within the City.				
			a. Develop a marketing program for the development of industrial areas along and west of I-215.	CD	CM, RDA	GF, RDA	5
2.4.3		X	Whenever feasible, industrially designated areas shall be master planned to provide an "industrial park" character.				
			a. When industrial projects are proposed, they will be evaluated for their potential to be included in an overall master plan with other adjacent industrial properties.	CD	PW	GF	1
2.4.4			Buffering to prevent potential land use incompatibilities between industrial areas and other areas shall be given special consideration. Specific features could include increased setbacks, walls, berms, and landscaping.				
			a. Review the Zoning Ordinance and establish buffer guidelines for industrial areas adjacent to more sensitive land uses.	CD	PW	GF	3
2.4.5			The City's Redevelopment Agency shall assist in the consolidation and assemblage of properties to assure adequate sized quality development with areas designated as light industrial.				
			a. Identify potential industrial sites and determine whether they warrant RDA participation based upon available RDA funding.	RDA	CD, CM	RDA	6
Goal 2.5: Provide for the preservation of natural resources and open space.							
2.5.1			All areas of Blue Mountain above elevation 1,450 feet above sea level shall be maintained as open space. Consideration shall be given to the maintenance of existing				

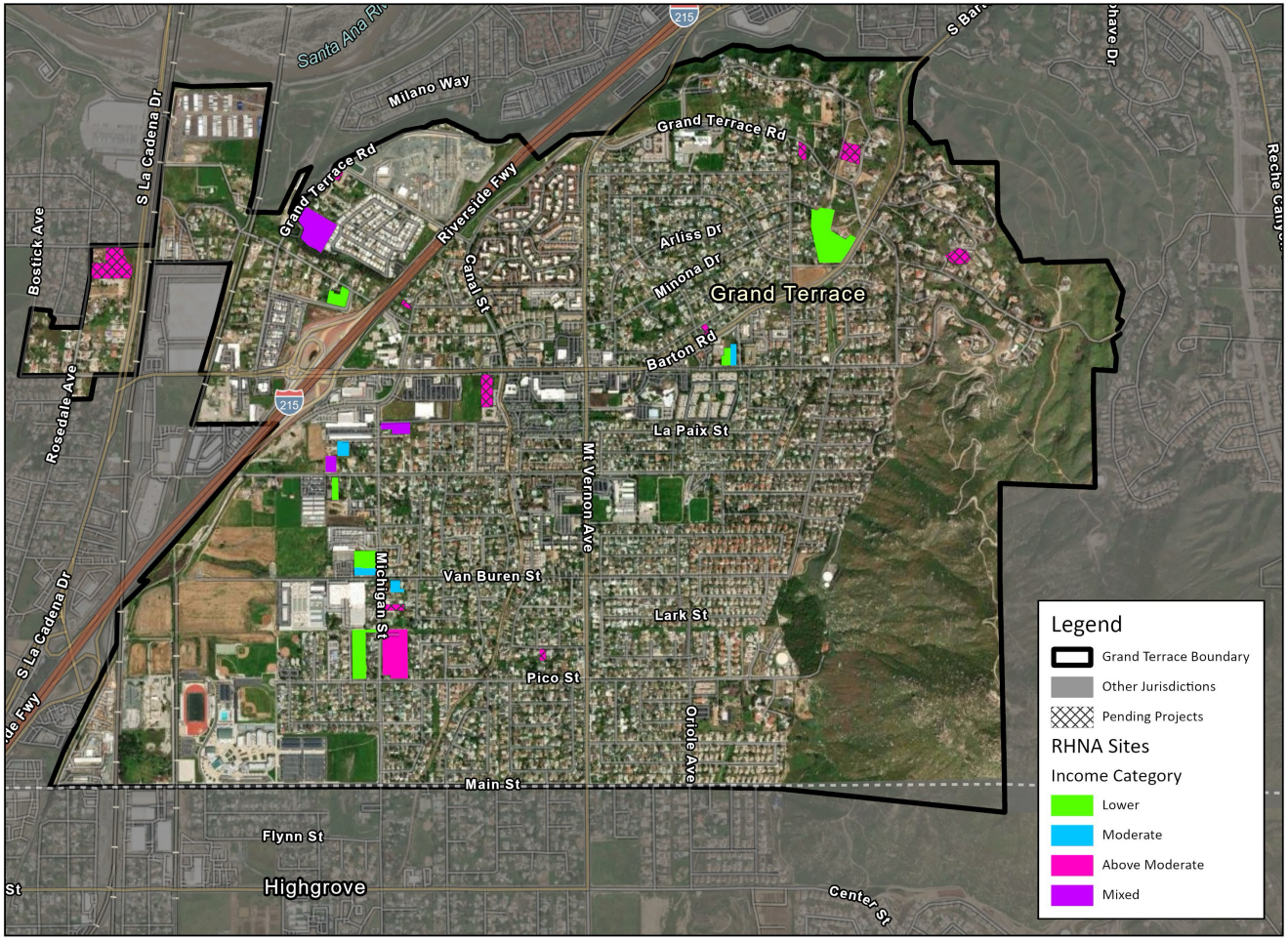
Policy	Project Review	Initiative	Policy/**Action**	Primary Responsibility	Support Responsibility	Funding Source	Priority
			communications towers.				
			a. Review the Zoning Ordinance and establish requirements for the preservation of Blue Mountain as open space above the elevation 1,450.	CD	CA	GF	3
2.5.2	X	X	Areas designated as Open Space shall be preserved to provide long-term recreation opportunities as well as the preservation of scenic and environmental resources and the protection of public health and safety.				
			a. Work with the Grand Terrace Foundation and Friends of Blue Mountain to identify potential properties for acquisition as public open space.	CD	CS, CM	FG, SG, ISF, PP	3
			b. Review projects on or adjacent to Blue Mountain and condition them, where appropriate, to dedicate property as public open space.	CD	CM	GF	4
2.5.3	X	X	Energy efficiency shall be encouraged in all future development.				
			a. The City shall develop energy conservation policies and guidelines to be used in the review of all new development proposals.	CD	PW, CA	GF, SG, FG, PP	3



Michael Baker INTERNATIONAL

City of Grand Terrace General Plan Land Use Map

APPENDIX A: RHNA SITES INVENTORY MAP



AGENDA REPORT

MEETING DATE: May 26, 2026

TITLE: Discussion and Possible Reconsideration of Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 – Establishment of the R3-40 High Density Multiple Family Residential District and Housing Element Rezoning

PRESENTED BY: Adrian Guerra, City Attorney, Gabriel Arguelles, Associate Planner

RECOMMENDATION: **PASS A MOTION TO RECONSIDER APPROVAL OF ZONING CODE AMENDMENT (ZCA) 26-02, GENERAL PLAN AMENDMENT (GPA) 26-01, ZONE CHANGE (ZC) 26-01, AND ENVIRONMENTAL REVIEW (E) 26-03 – ESTABLISHMENT OF THE R3-40 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT AND HOUSING ELEMENT REZONING**

2030 VISION STATEMENT:

This staff report supports City Council Goal #3, “Promote Economic Development” by encouraging the City to prepare for future development by updating zoning and development codes; and City Council Goal #5, “Engage in Proactive Communication” by encouraging public participation regarding land use and development activities.

BACKGROUND:

City Council did not pass the motion to approve Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 to implement Program 1 of the City’s 2021–2029 Housing Element at its May 12, 2026 public hearing. The hearing was adjourned for continuation on May 26, 2026. The proposed amendments were intended to establish the R3-40 High Density Multiple Family Residential District and rezone a total of approximately 97 acres throughout the City to allow residential development at a density of 20 to 40 dwelling units per acre.

As a result, the item was continued to the next City Council meeting on May 26, 2026, for discussion and possible reconsideration. This staff report discusses ramifications the City will likely face in failing to adopt a compliant Housing Element, including disqualification from eligibility for state grants; carryover/combined RHNA from the 6th Cycle to 7th Cycle, at least doubling the amount that must be zoned to R3-40; risk of litigation from the state, private parties, and nonprofit organizations; significant financial penalties; loss of permitting authority; court receivership; and inability to deny new projects inconsistent with the General Plan or Zoning, including Builder’s Remedy vulnerability.

By this staff report, City staff recommends that the City Council move to reconsider approval of Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 – Establishment of the R3-40 High Density Multiple Family Residential District and Housing Element Rezoning and, if a motion for reconsideration

passes, continue the matter to a future re-noticed hearing to ensure the public is properly informed prior to final action.

To assist the City Council and public in understanding the proposed rezoning program and the potential consequences associated with continued Housing Element noncompliance, additional background materials have been provided with this report. *Attachment 1* contains the May 12, 2026 City Council staff report and associated rezoning materials previously considered by the City Council. *Attachment 2* provides supplemental background information regarding the Housing Element rezoning program, including General Plan and Housing Element framework, development assumptions, theoretical buildout capacity, and recent State housing legislation. *Attachment 3* includes a recent article regarding enforcement actions and penalties imposed on the City of Huntington Beach related to Housing Element noncompliance.

DISCUSSION:

I. CONSEQUENCES OF NONCOMPLIANCE

If the City does not have a housing element in compliance with State Housing Element Law, the City may face serious consequences, including but not limited to:

- Disqualification from eligibility for state grants
- Carryover/Combined RHNA from 6th Cycle to 7th Cycle – at least doubling the amount that must be zoned to R3-40.
- Risk of litigation
- Financial penalties
- Loss of permitting authority
- Court receivership
- Inability to deny new projects inconsistent with General Plan or Zoning (Builder's Remedy)

State Grants. Noncompliance results in ineligibility or delay in receiving state funds that require a compliant housing element as a prerequisite, including, but not limited to, the following:

- Infill Infrastructure Grant Program
- SB 1 Caltrans Sustainable Communities Grants
- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Affordable Housing and Sustainable Communities Program

Eligibility for these funding sources is tied, in part, to Housing Element compliance and/or compliance with annual reporting obligations under Government Code section 65400. In addition, the City's refusal to adopt the necessary zoning amendments required to complete the Housing Element process may jeopardize grant funding the City has already received. Under the Regional Early Action Planning Grants of 2021 ("REAP 2.0") program, failure to complete required Housing Element implementation actions could subject the City to repayment obligations or other enforcement actions related to previously awarded grant funds.

RHNA Carryover. If a local government fails to provide enough sites or rezone to meet their previous RHNA allocation, that "unmet need" is carried over to the next cycle. This means that Grand Terrace

will not only have to rezone in two years to accommodate the higher 7th Cycle RHNA but will also need to additionally accommodate the 6th Cycle RHNA, at least doubling the potential number of units that the Grand Terrace must zone for.

By adopting the zoning and maintaining a compliant Housing Element, all of the potential 6th Cycle units that have not been developed during the 6th Cycle (through 2029) will be allowed to count toward the 7th Cycle RHNA requirement. There is a good chance that Grand Terrace would not have to rezone additional lands for the 7th Cycle Housing Element.

Lawsuits. Jurisdictions that do not meet their housing element requirements may face additional financial and legal ramifications. HCD may notify the California Office of the Attorney General, which may bring suit for violations of State Housing Element Law.

Local governments with noncompliant housing elements are vulnerable to litigation from housing rights' organizations, developers, and HCD. If a jurisdiction faces a court action stemming from its lack of compliance and either loses or settles the case, it often must pay substantial attorney fees to the plaintiff's attorneys in addition to the fees paid to its own attorneys. Potential consequences of lawsuits include:

- Mandatory compliance within 120 days,
- Suspension of local control on building matters, and
- Court approval of housing developments.

Financial Penalties. Further, state law provides for court-imposed penalties for persistent noncompliance, including financial penalties. Under Government Code section 65585, subdivision (l)(1), such penalties may be imposed following a judicial finding of noncompliance, issuance of a compliance order or judgment, and continued failure to comply with that order for a period of 12 months. The statute establishes a minimum fine of $10,000 per month, up to $100,000 per month. If a jurisdiction remains noncompliant for an additional six months, a court may multiply those penalties by a factor of six, up to $600,000 per month. Further financial implications are discussed in the Fiscal Impact section below.

Loss of Permitting Authority. Other potential ramifications could include the loss of local land use authority to a court-appointed agent. Courts have authority to take local government residential and nonresidential permit authority to bring the jurisdiction's General Plan and housing element into substantial compliance with State law. The court may suspend the locality's authority to issue building permits or grant zoning changes, variances, or subdivision map approvals – giving local governments a strong incentive to bring their housing element into compliance.

For example, a defective housing element may freeze the City's ability to issue permits for non-residential construction or development, as a finding of consistency with the general plan is not valid when a general plan is incomplete or inadequate. (*See, e.g., Resource Defense Fund v. County of Santa Cruz* (1982) 133 Cal.App.3d 800, 806; *Camp v. Board of Supervisors* (1981) 123 Cal.App.3d 334, 358.) Accordingly, a city without a valid housing element would not be able to approve most development projects. (*See, e.g., Urban Habitat Program*, Case No. RG 06 293831 [instituting a ban on city approval of development projects until a settlement agreement had been reached with the Attorney General and the housing advocacy organizations].)

Court Receivership. Government Code sections 65585 and 65587 authorize courts to impose

additional remedies for persistent noncompliance with State Housing Element Law, including appointment of a receiver or other agent. Generally, such remedies may occur following: (1) a judicial finding that the housing element does not substantially comply with State law; (2) issuance of a court order or judgment directing the jurisdiction to come into compliance; and (3) continued failure to comply with that order. Pursuant to Government Code section 65585, subdivision (l), the court retains jurisdiction to ensure compliance and may impose escalating enforcement measures if noncompliance persists. Under Government Code section 65587, the court may appoint a receiver with authority to take actions necessary to remedy identified deficiencies and achieve substantial compliance, including actions related to housing element programs, rezoning, and other implementing land use regulations.

Builders Remedy

Failure to maintain a substantially compliant Housing Element may expose the City to applications submitted pursuant to the "Builder's Remedy" provisions of Government Code Section 65589.5(d)(5), commonly referred to as the Housing Accountability Act. Under Builder's Remedy, jurisdictions without a substantially compliant Housing Element are significantly limited in their ability to deny qualifying housing development projects based on inconsistency with local zoning standards or General Plan land use designations.

As a result, developers may propose qualifying residential or mixed-use projects at densities, heights, and intensities that would otherwise not be permitted under the City's zoning regulations. The California Department of Housing and Community Development (HCD) and the California Attorney General have both indicated an intent to aggressively enforce Builder's Remedy protections and challenge local actions that unlawfully impede qualifying housing projects.

The City of Grand Terrace's Housing Element compliance deadline was October 15, 2021. Because the Housing Element was not found to be in substantial compliance by the statutory deadline, the City has remained subject to Builder's Remedy provisions pending completion of the required rezoning program identified in Program 1 of the Housing Element.

Under Builder's Remedy, qualifying affordable housing projects where at least 20 percent of the units are affordable to lower-income households, or where 100 percent of the units are affordable to moderate-income households, may not be denied based on inconsistency with the City's zoning code or General Plan land use designations unless specific statutory findings can be made. Under State law, qualifying Builder's Remedy projects may only be denied if the project has a specific adverse impact upon public health or safety that cannot be mitigated without rendering the project unaffordable, violates State or federal law and there is no feasible method to comply without rendering the project unaffordable, is located on qualifying agricultural or resource preservation land, or lacks adequate water or wastewater infrastructure to serve the development.

As the City remains non-compliant until completion of the required rezonings, Grand Terrace is currently subject to Builder's Remedy applications. This means a developer may propose residential development at densities and heights exceeding current zoning limitations so long as the project satisfies applicable affordability thresholds.

Adoption of the proposed rezoning program would restore the City's ability to regulate residential development through objective zoning standards, including limitations related to density, height, setbacks, design, and site development. Under the City's current noncompliant status, a developer could propose a substantially higher-density residential project that exceeds the standards contemplated under the proposed R3-40 zoning district. Adoption of the proposed rezoning would instead establish enforceable development standards, including a maximum density of 40 dwelling

units per acre, a maximum height of 45 feet, and applicable setback and development requirements.

Adopting the new zoning gives the City the power to shape what these developments will look like, and will limit proposed projects to the standards that have been developed. As an example, at this time a developer could propose a 10-story building at 100 dwelling units per acre on any parcel in the City, and the City would not have the ability to deny such a project. By adopting the zoning to achieve housing element compliance, developers would be limited to the proposed standards, and projects could be denied should they exceed 40 du/ac or exceed 45 feet in height, or do not meet the required setbacks or other development standards.

The City has already received two Builder's Remedy project proposals submitted following preliminary applications in December 2024:

- 12466 Michigan Street (APN: 1167-181-09): Proposed 30-unit mobile home park development on approximately 33,000 square feet within the General Commercial (GC) zone.
- 21600 Walnut Avenue (APN: 0275-281-08): Proposed 119-unit mobile home park development on approximately 4.3 acres within the M2 Industrial zone.

These projects are proposed at approximately 40 dwelling units per acre and 28 dwelling units per acre, respectively, in areas where residential development is not currently permitted under the City's zoning regulations. As long as the Housing Element remains noncompliant, qualifying Builder's Remedy projects may not be subject to many local zoning standards, including restrictions related to permitted uses, density, and certain development regulations.

HCD Fines

HCD wrote specifically in a notice of violation letter to the City of Grand Terrace that "HCD may notify the California Office of the Attorney General, which may bring suit for violations of State Housing Element Law… [and the] government code establishes a minimum fine of $10,000 per month, up to $100,000 per month. If a jurisdiction remains noncompliant, a court can multiply those penalties by a factor of six. Other potential ramifications could include the loss of local land use authority to a court-appointed agent".

If the City fails to pay such fines in a timely manner, the court can order the State Controller to "intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay." (Gov. Code § 65585(l)(1).) If the City continues to be in noncompliance for three months after the imposition of fines, the court can multiply the fines above by 3 and can similarly order the intercept of funds. Continue failure to comply within 6 months of the initial imposition of fines, the fines can be increased by a factor of 6 times the original fine and, further, the court can order actions necessary to bring the Housing Element into compliance. Nevertheless, the court can also consider mitigating circumstances, such as a good faith effort by the City. (Gov. Code § 65585(m).) However, a failure to adopt a compliant Housing Element would weigh against any finding of good faith compliance. As previously noted in correspondence sent directly to the City, the City has been advised of the potential fines associated with continued noncompliance. If imposed at an increased rate of up to six times the base amount, such penalties could reach as high as $600,000 per month.

This extreme cost to the City would affect all property owners, and not just those within the rezone area.

REAP Grant

This year, SCAG made available a REAP funding grant that must be used by December 2026. The City was proactive in coordinating with SBCTA to utilize this opportunity to fund the rezoning efforts. Requirements to qualify for the REAP funding is that the project go beyond state law. Projects that only meet minimum state requirements do not meet the threshold requirement for “Transformational Planning and Implementation Activities.” The reason the rezoning qualified for this grant is because it included proposed rezoning beyond the 24 acres required to meet the RHNA. Reducing the rezoning below the 97 acres may result in the grant needing to be repaid by the City, in the amount of $154,000.

The REAP grant also requires any funded project to be implemented through adoption by a deliberative body. Therefore, if the rezone is not adopted by the Grand Terrace City Council, the grant is likely to need to be repaid as the minimum requirement will not be met.

6th Cycle Rezoning

If the City fails to meet the 6th Cycle rezone requirements, a revised plan to meet the RHNA will need to be developed at the responsibility of the City. Housing Element Program 1 says the City will rezone approximately 97 acres to high density residential. If the City decides to rezone different sites than the selected RHNA sites, or a total area less than the 97 acres, the rezoning process would need to be restarted, and the City would need to coordinate with HCD to determine if a housing element amendment would be required. A new zone and potential housing element amendment would not be covered by the REAP grant and would be at cost to the City.

7th Cycle Rezoning

One of the purposes of rezoning beyond the required 24 acres to meet the 6th Cycle RHNA is to preemptively put zoning in place that can accommodate the 7th Cycle RHNA. The 7th Cycle Housing element for the City of Grand Terrace is due on October 15, 2029. It is typically recommended that a jurisdiction begin work on their housing element 2 years in advance of the statutory deadline. As the 6th Cycle rezoning is late, City would need to begin work on the next housing element very soon, it was a more cost effective approach to combine the rezoning efforts. There are also benefits of lesser requirements for zoning standards when the zoning is in place prior to adoption of the housing element.

There are already jurisdictions in northern California that have been assigned their 7th Cycle RHNA, with an over 200% increase since the 6th Cycle. If the City does not achieve rezoning beyond the 6th Cycle requirement now, while it is being covered by REAP funding, the City would likely need to accomplish 7th Cycle rezoning as well in the next couple years at cost to the City.

Environmental Review (CEQA)

The Housing Element rezoning program is exempt from the California Environmental Quality Act (CEQA) pursuant to Senate Bill 131 (SB 131), which applies to rezonings necessary to implement an adopted Housing Element. The rezoning does not approve any specific development project, but instead establishes the zoning framework necessary to maintain compliance with State Housing Element law.

Failure to complete the rezoning program identified in Program 1 of the adopted Housing Element may result in additional environmental review requirements and increased costs to the City. The

current rezoning effort relies on the statutory exemption associated with implementation of the adopted Housing Element program. If the rezoning process is delayed or restarted in the future, additional environmental analysis, technical studies, consultant work, and public review processes may be required depending on the timing, scope, and regulatory circumstances at that time.

Future development on rezoned properties would still be subject to separate project-level review and environmental analysis, including evaluation of traffic, utilities, drainage, public services, air quality, noise, and other environmental considerations, as applicable.

Legal Fees

Local governments with noncompliant housing elements are vulnerable to litigation from housing rights' organization, developers, and HCD. Many jurisdictions have received lawsuits from housing advocates such as CalHDF, YIMBY Law, or the League of Women Voters. If a jurisdiction faces a court action stemming from its lack of compliance and either loses or settles the case, it often must pay substantial attorney fees to the plaintiff's attorneys in addition to the fees paid to its own attorneys. Potential consequences of lawsuits include mandatory compliance within 120 days, suspension of local control on building matters, and court approval of housing developments.

Enforcement by the Attorney General

HCD may notify the City and the California Attorney General's office ("AG") regarding any violation of Housing Element Law by the City. (Gov. Code § 65585(j).) The AG will then be able to initiate a lawsuit against the City for violations of Housing Element Law. (Gov. Code §§ 65585(j), (k), (l).) If the AG declines to initiate litigation, then HCD may initiate litigation against the City for violations of Housing Element Law. (Gpov. Code § 65585(o).)

In 2010, the City of Pleasanton entered into a settlement agreement exceeding $2 million in litigation brought by the California Attorney General and housing advocacy organizations concerning the City's Housing Element and growth management policies. (See *Urban Habitat Program v. City of Pleasanton* (2008) 164 Cal.App.4th 1561; Alameda County Superior Court Case No. RG06293831.) The settlement required the City to revise its Housing Element, modify growth management restrictions, and implement additional affordable housing measures. Similarly, housing advocacy organizations have successfully challenged Housing Elements and related housing policies in other California jurisdictions, resulting in settlement agreements, revised Housing Elements, and compliance measures adopted pursuant to State Housing Element Law. (See, e.g., *Peninsula Interfaith Action v. City of Menlo Park* (San Mateo County Superior Court Case No. CIV513882).)

In addition to judicial compliance orders and statutory penalties, jurisdictions may also face substantial financial liability through attorney's fees awards arising from Housing Element litigation. One of the most significant examples is *Kennedy Commission v. City of Huntington Beach* (2023) 91 Cal.App.5th 436, in which the California Court of Appeal upheld an attorney's fees award of approximately $3.53 million against the City following years of litigation concerning affordable housing obligations and Housing Element compliance. The court found that the litigation was instrumental in compelling the City to adopt a revised Housing Element that complied with State law and provided additional affordable housing opportunities. Litigation began in 2015 and was finally decided in 2023. The $3.5 million cost to the City is only one portion of the costs incurred. The City also would have incurred its own attorney's fees and any litigation fees and costs (e.g., expert retention, consultant retention, deposition costs, filing pleadings, etc.), resulting in well over $3.5 million dollars actually spent.

More recently, in *The People of California, et al. v. The City of Huntington Beach et al*., HCD and the Attorney General's Office initiated litigation against the City of Huntington Beach to enforce state

housing laws after the City refused to zone for its mandated 13,368 housing units and failed to adopt a compliant housing element plan. Although the City filed multiple countersuits challenging the constitutionality of the Housing Element Law, all were dismissed. As a result of the lawsuit against the City, Huntington Beach was ordered to pay financial penalties of initially $170,000, plus $50,000 per month to the state until it complies with state housing mandates. The $50,000 monthly fine is slated to go into a state's Building Homes and Jobs Trust Fund that could spur housing production in other cities. Huntington Beach taxpayers will lose over $1,600 a day until city leaders get a state approved housing plan in place. (See *Attachment 3*.)

Such litigation demonstrates that prolonged resistance to Housing Element compliance may expose jurisdictions not only to court oversight and statutory penalties, but also to significant financial consequences, including substantial attorney's fees awards.

Enforcement by Private Parties

Pursuant to Government Code Section 65587, a private party may bring a lawsuit to enforce Housing Element Law and any deadlines required under Government Code Section 65583. The court's review in that instance will be to determine whether the Housing Element, or any subsequent action, substantially complies with the requirements of Housing Element Law.

If the court finds an action of the City to be inconsistent with its Housing Element, the City must bring its action into compliance within 60 days and the court will retain jurisdiction to enforce its decision. (Gov. Code § 65587(c).) If the court determines that the 60-day period would be an undue hardship upon the City, then it can extend the deadline by an additional 60 days.

If the court finds that the City has failed to complete its rezoning to be consistent with its Housing Element by the statutory deadlines, the court can order the rezoning to be complete within 60 days or the earliest time consistent with public hearing notice requirements. (Gov. Code § 65597(d)(1).) The court retains jurisdiction for enforcement purposes. If the court finds that the order has not been carried out, then court can issue further orders to ensure that Housing Element Law is complied with, "including ordering, after considering the equities of the circumstances presented by all parties, that any rezoning required be completed within 60 days or the earliest time consistent with public hearing notice requirements in existence at the time the action was filed and may impose sanctions …" on the City. (Gov. Code § 65587(d)(1).)

Enforcement by Nonprofit Entities

Californians for Homeownership, Inc. brought a string of Petitions against cities, generally alleging failure to adopt a compliant Housing Element by the statutory deadline or failure to identify adequate housing sites consistent with State Housing Element Law. The organization stated that the cities targeted for litigation were selected because they were significantly behind their peers in the Housing Element process, had demonstrated resistance to adequate housing planning, or both. In these actions, the nonprofit sought court orders requiring expedited compliance with Housing Element Law, judicial declarations establishing the cities' noncompliance, and enforcement of statutory penalties applicable to noncompliant jurisdictions. Such penalties may include limitations on a city's ability to deny qualifying housing projects, potential loss of local land use authority, court oversight of development approvals, suspension of certain nonresidential permitting activities, and judicial approval of housing projects that have been delayed or denied by the jurisdiction.

The litigation consistently resulted in outcomes favorable to the nonprofit organization rather than the subject cities. In *Californians for Homeownership v. City of Beverly Hills* (Case No. 23STCP00143), the court granted the petition after finding deficiencies in the City's Housing Element, including inadequate identification of housing sites, and ordered the City to bring both its Housing Element and

zoning ordinance into compliance within specified timeframes. The City's appeal was subsequently denied. In cases against the Cities of Bradbury, Claremont, Fullerton, La Mirada, Laguna Hills, South Pasadena, and Vernon, stipulated judgments were entered for Californians for Homeownership and against each public entity, requiring the jurisdictions to adopt and submit compliant Housing Elements to the California Department of Housing and Community Development (HCD) by court-ordered deadlines. (See *Californians for Homeownership v. City of Bradbury*, Los Angeles County Superior Court Case No. 22STCP01381; *Californians for Homeownership v. City of Claremont*, Los Angeles County Superior Court Case No. 22STCP03414; *Californians for Homeownership v. City of Fullerton*, Orange County Superior Court Case No. 30-2022-01281840-CU-WM-CJC; *Californians for Homeownership v. City of La Mirada*, Los Angeles County Superior Court Case No. 22STCP03418; *Californians for Homeownership v. City of Laguna Hills*, Orange County Superior Court Case No. 30-2022-01255365-CU-WM-CJC; *Californians for Homeownership v. City of South Pasadena*, Los Angeles County Superior Court Case No. 22STCP01388.)

Additional litigation against Manhattan Beach challenged the adequacy of the City's adopted Housing Element, including reliance on nonvacant sites without sufficient evidence of redevelopment feasibility; although that matter was later dismissed, the litigation nevertheless required the City to address identified deficiencies. (See *Californians for Homeownership v. City of Manhattan Beach*, Los Angeles County Superior Court Case No. 22STCP01417.) Similarly, litigation against La Habra Heights was dismissed after the City belatedly prepared and submitted a draft Housing Element for HCD review. (See *Californians for Homeownership v. City of La Habra Heights*, Los Angeles County Superior Court Case No. 22STCP01394.) Collectively, these cases demonstrate the increasing willingness of nonprofit housing organizations to pursue enforcement litigation against noncompliant jurisdictions and the substantial legal and regulatory consequences that may result from failure to timely adopt and maintain a compliant Housing Element.

II. RECONSIDERATION PROCESS AND PROCEDURE

Under the City's adopted parliamentary procedure, consistent with *Rosenberg's Rules of Order* and as set forth in the City's Council Protocols and Procedures, a motion to reconsider an action may only be made by a member who voted on the prevailing side of the original action. The motion requires a second, which may be made by any City Council Member. Once properly made and seconded, the motion is debatable but not amendable.

A motion to reconsider is in order at the time of the original action or later in a continued public meeting, subject to recognition by the presiding officer. The purpose of reconsideration is to allow the City Council to re-open and re-examine a matter previously decided.

If the motion to reconsider is not made and seconded, or if it is made and fails, the original action of the City Council remains in full force and effect.

ENVIRONMENTAL IMPACT:

The City Council is discussing the possible reconsideration of Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 related to the Housing Element rezoning program. Pursuant to CEQA Guidelines Section 15060(c)(2) and Section 15378, the discussion and possible reconsideration action does not constitute a "project" under CEQA because it does not commit the City to a definite course of action resulting in a potentially significant physical impact on the environment.

FISCAL IMPACT:

If the City elects not to reconsider approval of Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03 – Establishment of the R3-40 High Density Multiple Family Residential District and Housing Element Rezoning, the City will likely be exposed to significant costs.

Costs anticipated include, but are not limited to:

- Up to a $600,000 monthly fine from HCD
- Repayment of the REAP grant to SCAG for the 6th Cycle rezoning program ($154,000)
- Costs to revise 6th cycle rezoning
- Cost of possible amendments to the 6th Cycle Housing Element
- Cost of possible amendments to the Land Use Element
- Costs of 7th Cycle rezoning program
- Litigation fees, including the City's attorney's fees, fees for litigation, and Plaintiff's attorney's fees (approx. $25,000 to over $1 million)
- Loss of taxpayer money
- Potential financial impacts associated with Builder's Remedy applications and the loss of local control over qualifying housing developments.

In addition to the costs described above, the City has already incurred expenses, including attorneys' fees and City staff time, in connection with preparing additional memoranda supporting approval of the Housing Element between the May 12, 2026 City Council meeting and the May 26, 2026 City Council meeting. If the motion to reconsider is approved, the City will incur additional costs associated with re-noticing the item for final action. The City's grant funding is also nearing depletion, meaning the City will need to pay the Consultant directly once those funds are exhausted. This could result in significant costs if the City does not pass the motion to reconsider.

CITY OF GRAND TERRACE

Project: Program 1 – Housing Element Rezoning

Case No.: ZCA 26-03, ZC 26-02, GPA 26-02, E 26-04

INTRODUCTION: The attached materials consist of written public comments received by the City of Grand Terrace regarding General Plan Amendment (GPA) 26-02, Zoning Code Amendment (ZCA) 26-03, Zone Change (ZC) 26-02, and Environmental Review (E) 26-04, collectively referred to as the Housing Element Implementation Rezoning (Program 1).

Comment No.	Commenter	Date Received
PC-01	Mike and Petra Jimenez	2/2/2026
PC-02	Arthur Amirkhanyan	3/11/2026
PC-03	Patrick Bungard	3/23/2026
PC-04	William Wang	3/27/2026
PC-05	Noreen krogstad	4/2/2026
PC-06	Craig Austin	4/2/2026
PC-07	Cassady Brown	4/2/2026
PC-08	Angela Rothschild	4/2/2026
PC-09	Satwinder Singh	5/5/2026

Public Comment No. PC-01

Commenter: Mike and Petra Jimenez

Date Received: February 2, 2026

Outlook

Fw: Concerns and Information Request - January 27, 2026 Special Meeting Workshop

From Konrad Bolowich <Kbolowich@grandterrace-ca.gov>
Date Mon 2/2/2026 10:48 AM
To Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>

From: Christine Clayton <CClayton@grandterrace-ca.gov>
Sent: Monday, February 2, 2026 10:45 AM
To: Konrad Bolowich <Kbolowich@grandterrace-ca.gov>
Subject: FW: Concerns and Information Request - January 27, 2026 Special Meeting Workshop

Please see below.

If you have any questions please don't hesitate to contact me.

Sincerely,

Christine Clayton
Finance Director
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
909-954-5188

From: Mike and Petra Jimenez <mpjimenez6@gmail.com>
Sent: Friday, January 30, 2026 5:22 PM
To: Debra Thomas <dthomas@grandterrace-ca.gov>; COGT <COGT@grandterrace-ca.gov>; Daysi Alcocer <Dalcocer@grandterrace-ca.gov>
Subject: Concerns and Information Request - January 27, 2026 Special Meeting Workshop

Dear Mayor, City Council Members, City Clerk, and Planning Commissioners,
I am writing to express concerns and to request additional information regarding the proposed Housing Element rezoning presented at the January 27, 2026 Special Meeting Workshop. I would also like this message to be placed on record for the upcoming City Council/Planning Commission Meeting in February where this topic will next be discussed.
I recognize the City's obligation to maintain adequate sites to meet its RHNA allocation under the 6th Cycle Housing Element. However, the materials presented raise significant questions

regarding the analytical basis, parcel selection process, and potential neighborhood impacts of this rezoning effort.

First, while the agenda materials state that the City must rezone approximately 97 acres, the Housing Element itself identifies only 20 parcels totaling approximately 24.2 acres as necessary to meet RHNA requirements. The agenda packet does not explain why rezoning far beyond minimum compliance is necessary, nor does it provide a parcel-level rationale for selecting individual properties—particularly isolated "island" parcels located within the R1-10 Low Density Single-Family Residential District and the R1-20 Very Low Density Single-Family Residential District with agricultural overlays.

More specifically, the parcel located in the R1-10 district (APN 027641127) is a relatively small, approximately two-acre lot situated between long-established single-family homes, in the middle of an existing neighborhood at the end of a cul-de-sac, with only one point of ingress and egress via a local residential street. The agenda materials do not explain how this parcel was determined to be suitable for high-density multifamily zoning given its location and physical constraints.

Second, the City has not demonstrated how this parcel constitutes an "adequate site" under state law. The agenda packet contains no parcel-specific analysis of infrastructure capacity, traffic impacts, fire and emergency access, neighborhood compatibility, or realistic development feasibility at densities of up to 40 dwelling units per acre. Absent such analysis, it is unclear how the City can reasonably conclude that this parcel is appropriate for high-density residential zoning.

Third, the City relies on Senate Bill 131 to exempt the rezoning from CEQA review, yet provides no explanation of how that exemption applies to rezoning within established single-family neighborhoods or how site-specific environmental and infrastructure impacts will be evaluated prior to adoption. The absence of this information shifts risk and uncertainty onto existing residents without clear safeguards.

Finally, the City acknowledges that this workshop was conducted primarily to satisfy SCAG grant requirements and that meaningful community engagement is planned for a future date. At the same time, the anticipated timeline to adopt these zoning changes appears to be only a matter of months, leaving very limited opportunity for public input on decisions that will permanently alter the character of established neighborhoods. Rezoning actions of this magnitude should not precede substantive neighborhood-level outreach, particularly where existing residential properties are directly affected.

For these reasons, I respectfully ask the City to reconsider the selection and inclusion of isolated "island" parcels and to explore more suitable sites within more appropriate and cohesive corridors that would not disproportionately impact the quality of life of residents who purchased homes in these neighborhoods based on their existing zoning and character.

In addition, I request the following information and responses in order to better understand the City's decision-making process and to share accurate information with my neighbors as we prepare to participate in upcoming meetings:

Requested Information:

- A copy of the presentation provided by Michael Baker International at the January 27, 2026 meeting. Your website has the agenda packet but the presentation is not available
- Any and all analyses of sites and parcels evaluated as part of this rezoning effort, including parcels considered and ultimately rejected by the City and/or Michael Baker International
- A copy of any Environmental Impact Report or other environmental documentation prepared in connection with this rezoning effort

Questions:

- Why is rezoning approximately four times the acreage identified as necessary to meet RHNA requirements being proposed?

- How can parcels be deemed "adequate sites" without parcel-specific infrastructure capacity analysis?
- Has the City evaluated whether existing systems can support development at 40 dwelling units per acre within R1 neighborhoods?
- Will existing residents bear future costs associated with infrastructure upgrades and maintenance triggered by this rezoning?

Thank you for your time and consideration. I look forward to receiving the requested information and responses to the questions above. Thank you.

Best regards,
Michael Jimenez
Grand Terrace Resident

Public Comment No. PC-02

Commenter: Arthur Amirkhanyan

Date Received: March 11, 2026

Outlook

Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

From Artur Amirkhanyan <Artur@NationalPermitGroup.com>
Date Wed 3/11/2026 11:26 AM
To Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc Daniel Gabay <Daniel@NationalPermitGroup.com>

2 attachments (703 KB)
Assessor map 08.pdf; sshot-20260311-104450.jpg;

Dear Mr. Hutter and Mr. Arguelles,

My name is Artur Amirkhanyan, we are assisting property owners in Grand Terrace. We are currently gathering information to prepare a development proposal for a potential client at 11987 Bostick Avenue (APN 0275-082-26) — a 1.3-acre lot with an existing 1933 single-family home, currently zoned R1-20. The owner is exploring subdivision options to build **4+ single-family homes or townhomes** for separate sale (larger condominium buildings may be cost-prohibitive). We are evaluating two paths:

- SB9 Urban Lot Split (2 lots, up to 4 units total)
- Inclusion in the City's 6th Cycle Housing Element rezoning program to a higher-density zone (20–40 du/ac) for additional townhome or small multifamily yield

We are **not yet under contract** with the owner and simply need official confirmation/clarification on what is realistically achievable before moving forward. Could we request a brief pre-application meeting or written response on:

- Feasibility of including this parcel in the current 97.3-acre HE rezoning
- Maximum density and development standards for SF homes, townhomes, or small multifamily
- Any site-specific constraints or opportunities

Attached are the Assessor's parcel map screenshot and satellite view for reference.
Thank you in advance for any guidance — this will help us build an accurate proposal for the owner.
Please let me know your availability or if you need additional details.

Looking forward to hearing from you

Artur Amirkhanyan
Senior Designer
National Permit Group
8981 Sunset Blvd., Suite 502
West Hollywood, California 90069
C: (818) 818 8338 | D: (323) 507-0503 | O: (323) 507-0502
artur@nationalpermitgroup.com
www.nationalpermitgroup.com

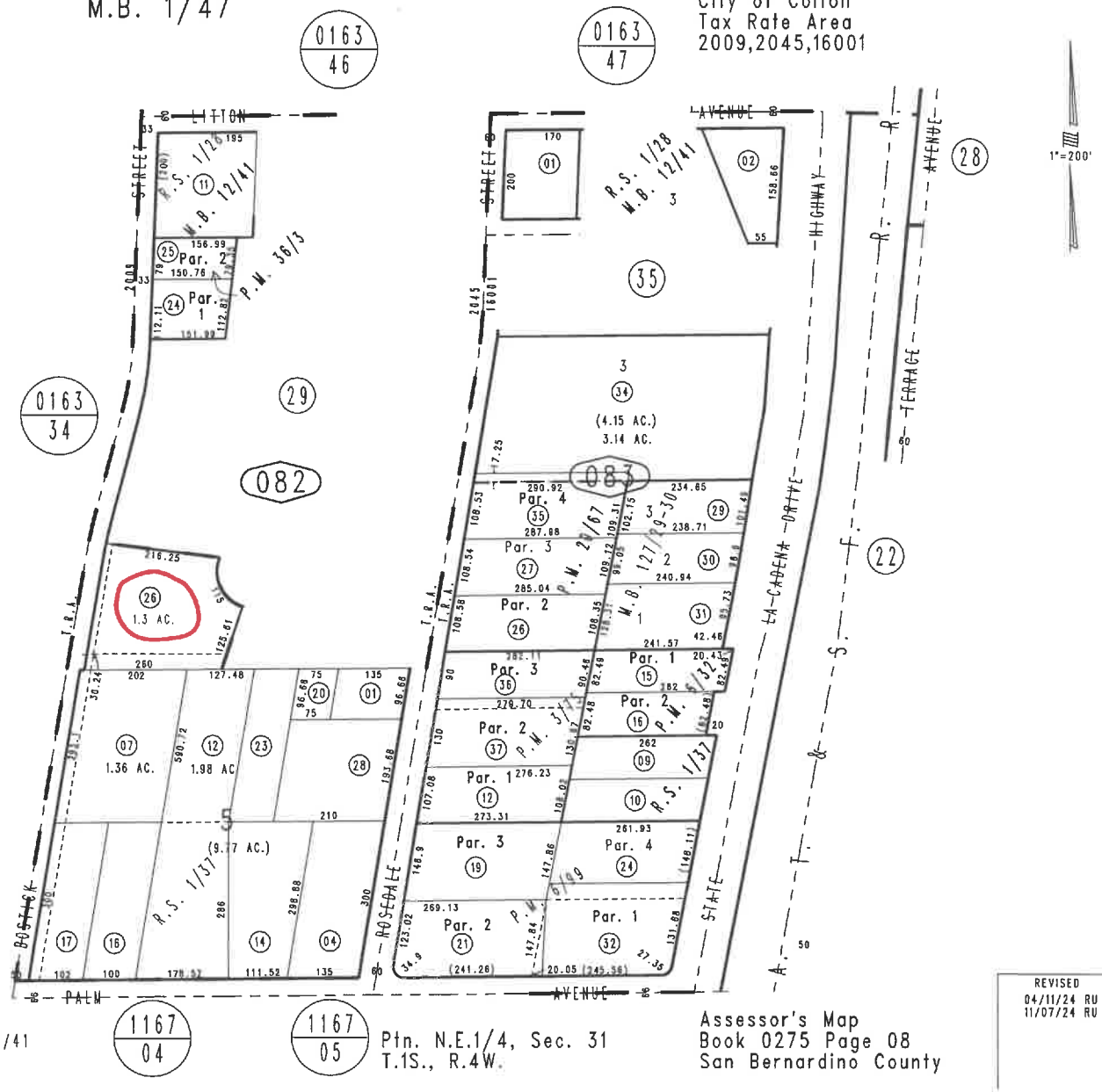
This message may contain confidential information and is intended solely for the use of the individual or entity to whom it is addressed.


Rosedale Ave
Seville St
Cordova Ave
Bostick Ave

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Jurupa Rancho
M.B. 1/47

City of Grand Terrace 0275 - 08
City of Colton
Tax Rate Area
2009,2045,16001



Parcel Map No. 3933, P.M. 36/3
Tract No. 9234, M.B. 127/29-30
Parcel Map No. 2346, P.M. 20/67
Parcel Map No. 550, P.M. 6/99
Parcel Map No. 549, P.M. 6/32
Parcel Map No. 364, P.M. 3/75
Ptn. Rosedale Tract, R.S. 1/28, M.B. 12/41
Hyser's Subdivision, R.S. 1/37

December 2003

1167/04 1167/05

Ptn. N.E.1/4, Sec. 31
T.1S., R.4W.

Assessor's Map
Book 0275 Page 08
San Bernardino County

REVISED
04/11/24 RU
11/07/24 RU

Outlook

FW: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

From Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Date Thu 3/12/2026 7:36 AM
To Kreitman, Hannah <hannah.kreitman@mbakerintl.com>; Wery, Dan <dwery@mbakerintl.com>
Cc Scott Hutter <Shutter@grandterrace-ca.gov>

2 attachments (703 KB)
Assessor map 08.pdf; sshot-20260311-104450.jpg;

Hi team,

I wanted to share an email that came in yesterday regarding the property at 11987 Bostick Avenue (APN 0275-082-26).

They asked if it would be possible for the parcel to be included in the rezoning effort. I let them know that it likely wouldn't be possible to add parcels this late in the process, but I did mention there may be other options they could look into depending on what the owner wants to do with the property.

Just wanted to pass this along.

Best,

Gabriel Arguelles
Assistant Planner, City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
p: 909.954.5176

From: Artur Amirkhanyan <Artur@NationalPermitGroup.com>
Sent: Wednesday, March 11, 2026 11:26 AM
To: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc: Daniel Gabay <Daniel@NationalPermitGroup.com>
Subject: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

Dear Mr. Hutter and Mr. Arguelles,

My name is Artur Amirkhanyan, we are assisting property owners in Grand Terrace. We are currently gathering information to prepare a development proposal for a potential client at 11987 Bostick Avenue (APN 0275-082-26) — a 1.3-acre lot with an existing 1933 single-family home, currently zoned R1-20. The owner is exploring subdivision options to build **4+ single-family homes or townhomes** for separate sale (larger condominium buildings may be cost-prohibitive). We are evaluating two paths:

- SB9 Urban Lot Split (2 lots, up to 4 units total)
- Inclusion in the City's 6th Cycle Housing Element rezoning program to a higher-density zone (20–40 du/ac) for additional townhome or small multifamily yield

We are **not yet under contract** with the owner and simply need official confirmation/clarification on what is realistically achievable before moving forward. Could we request a brief pre-application meeting or written response on:

- Feasibility of including this parcel in the current 97.3-acre HE rezoning
- Maximum density and development standards for SF homes, townhomes, or small multifamily
- Any site-specific constraints or opportunities

Attached are the Assessor's parcel map screenshot and satellite view for reference.
Thank you in advance for any guidance — this will help us build an accurate proposal for the owner.
Please let me know your availability or if you need additional details.

Looking forward to hearing from you

Artur Amirkhanyan
Senior Designer
National Permit Group
8981 Sunset Blvd., Suite 502
West Hollywood, California 90069
C: (818) 818 8338 | D: (323) 507-0503 | O: (323) 507-0502
artur@nationalpermitgroup.com
www.nationalpermitgroup.com
This message may contain confidential information and is intended solely for the use of the individual or entity to whom it is addressed.

Outlook

Fw: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

From Scott Hutter <Shutter@grandterrace-ca.gov>
Date Mon 3/16/2026 2:05 PM
To Gabriel Arguelles <Garguelles@grandterrace-ca.gov>

2 attachments (703 KB)
Assessor map 08.pdf; sshot-20260311-104450.jpg;

You know if anyone has talked to this team?

On the surface, SB9 is SB9 across the state so they can explore SB9. Seems like challenges will be public right-of-way dedications/improvements/utilities/access/Colton. As far as adding the site to put a multiple family development in the middle of the rural agricultural R1-20 area up in the hills I am unsure. What are your thoughts?

-Scott

From: Artur Amirkhanyan <Artur@NationalPermitGroup.com>
Sent: Wednesday, March 11, 2026 11:25 AM
To: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc: Daniel Gabay <Daniel@NationalPermitGroup.com>
Subject: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

Dear Mr. Hutter and Mr. Arguelles,

My name is Artur Amirkhanyan, we are assisting property owners in Grand Terrace. We are currently gathering information to prepare a development proposal for a potential client at 11987 Bostick Avenue (APN 0275-082-26) — a 1.3-acre lot with an existing 1933 single-family home, currently zoned R1-20. The owner is exploring subdivision options to build **4+ single-family homes or townhomes** for separate sale (larger condominium buildings may be cost-prohibitive). We are evaluating two paths:

- SB9 Urban Lot Split (2 lots, up to 4 units total)
- Inclusion in the City's 6th Cycle Housing Element rezoning program to a higher-density zone (20–40 du/ac) for additional townhome or small multifamily yield

We are **not yet under contract** with the owner and simply need official confirmation/clarification on what is realistically achievable before moving forward. Could we request a brief pre-application meeting or written response on:

- Feasibility of including this parcel in the current 97.3-acre HE rezoning
- Maximum density and development standards for SF homes, townhomes, or small multifamily
- Any site-specific constraints or opportunities

Attached are the Assessor's parcel map screenshot and satellite view for reference.

Thank you in advance for any guidance — this will help us build an accurate proposal for the owner. Please let me know your availability or if you need additional details.

Looking forward to hearing from you

Artur Amirkhanyan
Senior Designer
National Permit Group
8981 Sunset Blvd., Suite 502
West Hollywood, California 90069
C: (818) 818 8338 | D: (323) 507-0503 | O: (323) 507-0502
artur@nationalpermitgroup.com
www.nationalpermitgroup.com
This message may contain confidential information and is intended solely for the use of the individual or entity to whom it is addressed.

Outlook

RE: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

From Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Date Mon 3/16/2026 3:05 PM
To Scott Hutter <Shutter@grandterrace-ca.gov>

Hi Scott,

I spoke with this team over the phone. I mentioned that it would be unlikely we would be able to add them to the site list for the rezones. I mentioned that ADU law, SB 9, and the small lot subdivision law are likely applicable to this property.

Best,

Gabriel Arguelles
Assistant Planner, City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
p: 909.954.5176

From: Scott Hutter <Shutter@grandterrace-ca.gov>
Sent: Monday, March 16, 2026 2:06 PM
To: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Subject: Fw: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

You know if anyone has talked to this team?

On the surface, SB9 is SB9 across the state so they can explore SB9. Seems like challenges will be public right-of-way dedications/improvements/utilities/access/Colton. As far as adding the site to put a multiple family development in the middle of the rural agricultural R1-20 area up in the hills I am unsure. What are your thoughts?

-Scott

From: Artur Amirkhanyan <Artur@NationalPermitGroup.com>
Sent: Wednesday, March 11, 2026 11:25 AM
To: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc: Daniel Gabay <Daniel@NationalPermitGroup.com>
Subject: Pre-App Request – APN 0275-082-26 / 11987 Bostick Ave – 6th Cycle HE Rezone to 20–40 du/ac

Dear Mr. Hutter and Mr. Arguelles,

My name is Artur Amirkhanyan, we are assisting property owners in Grand Terrace. We are currently gathering information to prepare a development proposal for a potential client at 11987 Bostick Avenue (APN 0275-082-26) — a 1.3-acre lot with an existing 1933 single-family home, currently zoned R1-20.

The owner is exploring subdivision options to build **4+ single-family homes or townhomes** for separate sale (larger condominium buildings may be cost-prohibitive). We are evaluating two paths:

- SB9 Urban Lot Split (2 lots, up to 4 units total)
- Inclusion in the City's 6th Cycle Housing Element rezoning program to a higher-density zone (20–40 du/ac) for additional townhome or small multifamily yield

We are **not yet under contract** with the owner and simply need official confirmation/clarification on what is realistically achievable before moving forward. Could we request a brief pre-application meeting or written response on:

- Feasibility of including this parcel in the current 97.3-acre HE rezoning
- Maximum density and development standards for SF homes, townhomes, or small multifamily
- Any site-specific constraints or opportunities

Attached are the Assessor's parcel map screenshot and satellite view for reference.

Thank you in advance for any guidance — this will help us build an accurate proposal for the owner. Please let me know your availability or if you need additional details.

Looking forward to hearing from you

Artur Amirkhanyan
Senior Designer
National Permit Group

8981 Sunset Blvd., Suite 502
West Hollywood, California 90069

C: (818) 818 8338 | D: (323) 507-0503 | O: (323) 507-0502
artur@nationalpermitgroup.com
www.nationalpermitgroup.com

This message may contain confidential information and is intended solely for the use of the individual or entity to whom it is addressed.

Public Comment No. PC-03

Commenter: Patrick Bungard

Date Received: March 23, 2026

Gabriell - April 2

Jessica Segovia

From: pbungard@duck.com
Sent: Monday, March 23, 2026 11:48 AM
To: ccpubliccomment
Subject: Public Comment Opposing ZCA 26-02, GPA 26-01, ZC 26-01, and E 26-03

Dear Planning Commissioners,

I am a resident of the City of Grand Terrace, and I am writing to express my opposition to the proposed Housing Element rezones, including Zoning Code Amendment (ZCA) 26-02, General Plan Amendment (GPA) 26-01, Zone Change (ZC) 26-01, and Environmental Review (E) 26-03.

While I understand the City's obligation to comply with State housing requirements, I am deeply concerned that Grand Terrace's existing infrastructure cannot support the level of high-density development proposed. Our community is already experiencing significant strain from increased traffic generated by neighboring cities' expanded housing projects. Local streets are frequently congested, with long lines at stop signs and signalized intersections. Despite this, it is Grand Terrace residents who pay to repair and maintain our streets, even though a substantial portion of the wear and congestion is caused by non-residents who do not contribute to the City's finances.

Water supply is another major concern. The State of California regularly urges residents to conserve water due to ongoing shortages and long-term supply challenges. Increasing residential density to 20–40 units per acre across approximately 97 acres will substantially increase water demand at a time when conservation is being emphasized statewide. Higher demand will inevitably lead to higher water rates for all residents, making Grand Terrace less affordable and less appealing to current and future families.

From a fiscal standpoint, I believe the City would be better served by prioritizing commercial development that generates a stable revenue stream. Strengthening the City's commercial base would reduce reliance on residential property taxes and help fund the infrastructure improvements our community needs. Expanding high-density housing without corresponding commercial growth places additional burdens on residents without providing the revenue necessary to support long-term infrastructure maintenance.

For these reasons, I respectfully urge the Planning Commission to oppose the proposed rezones. The City should not move forward with high-density residential expansion until it can demonstrate that our

Public Comment No. PC-04

Commenter: William Wang

Date Received: March 27, 2026

Jessica Segovia

From: Wang, William@DWR <William.Wang@water.ca.gov>
Sent: Friday, March 27, 2026 9:53 AM
To: ccpubliccomment
Subject: Housing Element Rezones Public Hearing

Good morning City of Grand Terrace,

I hope this email finds you well. My name is William Wang, I am a Right of Way Agent with the Department of Water Resources. It is a pleasure to make your acquaintance.

The Department received the Notice of Public Hearing regarding the Zoning Code Amendment 26-02, General Plan Amendment 26-01, and Environmental Review 26-03. I wanted to confirm whether there were any construction plans associated with this project? The Department may want to weigh in if there is planned construction near its facilities.

Cheers,
William

William Wang
Department of Water Resources
Real Estate Branch, Division of Engineering
(916) 398-1529
William.Wang@water.ca.gov

Outlook

CC Public Comment

From Jessica Segovia <JSegovia@grandterrace-ca.gov>
Date Mon 3/30/2026 10:40 AM
To Scott Hutter <Shutter@grandterrace-ca.gov>; Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Cc Daysi Alcocer <Dalcocer@grandterrace-ca.gov>

1 attachment (35 KB)
PC Email 03-27-2026.pdf;

Good morning, Scott and Gabriel,

We received the attached email via the CC Public Comment inbox for your review. The sender has requested a follow-up response to their inquiries.

Kind Regards,

Jessica Segovia
Department Secretary- City Clerk's Office
City of Grand Terrace
22795 Barton Road
Grand Terrace, California 92313
Office: 909.954.5206
jsegovia@grandterrace-ca.gov| www.grandterrace-ca.gov

Jessica Segovia

From: Wang, William@DWR <William.Wang@water.ca.gov>
Sent: Friday, March 27, 2026 9:53 AM
To: ccpubliccomment
Subject: Housing Element Rezones Public Hearing

Good morning City of Grand Terrace,

I hope this email finds you well. My name is William Wang, I am a Right of Way Agent with the Department of Water Resources. It is a pleasure to make your acquaintance.

The Department received the Notice of Public Hearing regarding the Zoning Code Amendment 26-02, General Plan Amendment 26-01, and Environmental Review 26-03. I wanted to confirm whether there were any construction plans associated with this project? The Department may want to weigh in if there is planned construction near its facilities.

Cheers,
William

William Wang
Department of Water Resources
Real Estate Branch, Division of Engineering
(916) 398-1529
William.Wang@water.ca.gov

Outlook

Re: Housing Element Rezones Public Hearing

From Scott Hutter <Shutter@grandterrace-ca.gov>
Date Mon 3/30/2026 2:46 PM
To William.Wang@water.ca.gov <William.Wang@water.ca.gov>
Cc Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Jessica Segovia <JSegovia@grandterrace-ca.gov>; Kreitman, Hannah <hannah.kreitman@mbakerintl.com>; Wery, Dan <dwery@mbakerintl.com>
Bcc Daysi Alcocer <Dalcocer@grandterrace-ca.gov>

Good Afternoon William,

Thank you for reaching out to the City of Grand Terrace. I am Scott Hutter with the Planning Department. The City has been working with its Housing Consultant Michael Baker International on both the Housing Element and now the implementation of Housing Element Goal No. 1 to rezone 97 acres. I am glad our biggest noticing effort to date reached you. The rezones are not approving a construction project. The exercise is to add a new multiple family residential land use at a 20 unit-40 unit per acre density to the Municipal Code and the General Plan. That included establishing development standards for the R3-40 Zone. Out Planning Commission will review the new zone this Thursday and make a recommendation(s) to the City Council which is the final approval authority. I am told the item should be noticed to be at City Council on May 12 for a decision. Definitely attend the meetings here at City Hall this Thursday and on May 12. There will be opportunity for Public Comment and the City welcomes participation. I am cc'ing the Housing Team, so they are in the loop and also the City Clerk who originally forwarded me your email. Here to assist.

Sincerely

Scott Hutter
Planning & Development Services Director, City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
p: 909.954.5177

Outlook

Re: Housing Element Rezones Public Hearing

From Wang, William@DWR <William.Wang@water.ca.gov>
Date Wed 4/1/2026 8:31 AM
To Scott Hutter <Shutter@grandterrace-ca.gov>
Cc Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Jessica Segovia <JSegovia@grandterrace-ca.gov>; Kreitman, Hannah <hannah.kreitman@mbakerintl.com>; Wery, Dan <dwery@mbakerintl.com>

Good morning Scott,

Thank you for the background information provided for the rezoning. Since no construction projects are being approved, DWR will not be providing comments at this time. Regardless, I appreciate the notice, and I wish you good luck with the meeting.

Cheers,
William

William Wang
Department of Water Resources
Real Estate Branch, Division of Engineering
(916) 398-1529
William.Wang@water.ca.gov

From: Scott Hutter <Shutter@grandterrace-ca.gov>
Sent: Monday, March 30, 2026 2:46 PM
To: Wang, William@DWR <William.Wang@water.ca.gov>
Cc: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Jessica Segovia <JSegovia@grandterrace-ca.gov>; Kreitman, Hannah <hannah.kreitman@mbakerintl.com>; Wery, Dan <dwery@mbakerintl.com>
Subject: Re: Housing Element Rezones Public Hearing

You don't often get email from shutter@grandterrace-ca.gov. Learn why this is important

Good Afternoon William,

Thank you for reaching out to the City of Grand Terrace. I am Scott Hutter with the Planning Department. The City has been working with its Housing Consultant Michael Baker International on both the Housing Element and now the implementation of Housing Element Goal No. 1 to rezone 97 acres. I am glad our biggest noticing effort to date reached you. The rezones are not approving a construction project. The exercise is to add a new multiple family residential land use at a 20 unit-40 unit per acre density to the Municipal Code and the General Plan. That included establishing development standards for the R3-40 Zone. Out Planning Commission will review the new zone this Thursday and make a recommendation(s) to the City Council which is the final approval authority. I am told the item should be noticed to be at City Council on May 12 for a decision. Definitely attend the meetings here at City Hall this Thursday and on May 12. There will be opportunity for Public Comment and the City welcomes participation. I am cc'ing the Housing Team, so they are in the loop and also the City Clerk who originally forwarded me your email. Here to assist.

Sincerely

Scott Hutter
Planning & Development Services Director, City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
p: 909.954.5177

Disclaimer
The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

Public Comment No. PC-05

Commenter: Noreen Krogstad

Date Received: April 2, 2026

Intro:
My name is Noreen Krogstad and my husband, Gary, and I live a little over a block away from here on the corner of Palm and Country Club Lane.

We have lived in Grand Terrace since 2000 and loved the small town, community spirit and convenience to services. We have seen growth and experienced expansion of businesses and housing surrounding and within Grand Terrace in these years and seen the impact of this when decisions didn't consider the consequences. A great example of this is when the city of Colton hasn't addressed increased traffic coming from Hunts and Washington Street and severe congestion coming in and out of Reche Canyon, less than 2 miles from where we are now. I worked as a Nurse at the VA and found this congestion extended my commute to work

I suppose I am addressing you now as a cautionary tale, as how our lives were impacted by a dramatic increase in cars parking on the street changed when the city enclosed their parking and put up a locked gate limiting.

- Immediately, we found parking in front of our home increased from residents from the Vista Bonita Apartment complex.
- We live on the corner, so we have little warning when someone is coming off of Palm street onto Country Club Lane, Backing out of our drive way has been increasing hazardous, because there are cars on both sides of Country Club Lane now and cars coming off Palm are still assuming there is no car backing out in the road.
- We've had near misses coming in and out of Palm as well, as you cannot see down hill as you enter onto Palm as cars block the view both ways.
- We have a large family and when they or friends come over and they are having difficulty finding parking.
- People who park in front of our yard, sometime encroach in our driveway, limiting our ease way.
- We miss not having our street swept as the cars on the road.
-
- Finally, I believe increasing the housing and not realistically determining how many car spaces are going to be needed per house is a mistake. We already see home with over 4 cars parked and it isn't uncommon to see multi-generation, multi-family, many people sharing the cost of homeownership and or rent.

The greatest tragedy would be losing the Grand Terrace history of a family friendly, easy access environment.

Public Comment No. PC-06

Commenter: Craig Austin

Date Received: April 2, 2026

4/2/2026 Zoning Code Amendment 26-02

I would like to speak in opposition to the rezoning of land for high density housing in Grand Terrace. I am speaking in my own personal capacity as a concerned citizen of Grand Terrace for over 30 years and would be sorely impacted by the rezoning proposal. Grand Terrace already has multiple high density housing properties (including apartment complexes and mobile home parks) in a relatively small city. The ratio of high-density housing to single family homes is sufficient to keep Grand Terrace a quiet, peaceful town to live in. The area near Terrace View Elementary School already has a lot of traffic (with families parking on narrow streets during school hours and afterschool activities). The infrastructure was not designed for high density traffic on narrow, unmaintained roads. The city does not have the infrastructure to support the increased traffic, especially during school hours, and the safety implications of individuals rushing to and from work while parents are trying to drop off or pick up their children is very dangerous. Mount Vernon Avenue (near Grand Terrace Road) is a major thoroughfare during the daily commute and for those trying to get around the gridlock of the 215 freeway. Building high density housing in close proximity to this major freeway access point will amount to a nightmare during morning and evening commutes. The lure of revenue dollars always causes the eyes to glaze over and obscure the larger safety elements and concerns of the local citizens. I urge the city council to vote no on the proposed rezoning amendment.

I would like to submit my statement to each city council member for public record.

Craig Austin
11675 Grand Terrace Court
Grand Terrace, CA 92313

Public Comment No. PC-07

Commenter: Cassady Brown

Date Received: April 2, 2026

Jessica Segovia

From: Cassady Brown <cassady_brown@ymail.com>
Sent: Thursday, April 2, 2026 4:58 PM
To: ccpubliccomment
Subject: Zoning Code Amendment

Good evening,

I am writing, because the city of Grand Terrace, should not be re-zoning anything for "low income" or "affordable" housing apartments in or around zones that are single family homes. This project, is ridiculous in and of itself, and I do agree any city should be forced to comply with these restrictions.
If these types of housing projects need to happen, they should not be placed and zoned in places to ruin the property value current homeowners have their properties, and they should not be in places that would cause excess traffic, and environmental detriment.

Thank you,
Cassady
Grand Terrace Community Member

Public Comment No. PC-08

Commenter: Angela Rothschild

Date Received: April 2, 2026

FACT SHEET: Opposition to Amendments 26-01, 26-02, & E26-03

Presented to Grand Terrace City Council
April 2, 2026 at 6:30pm
Presented by Angela Rothschild, in my own personal capacity

OVERVIEW

While residents recognize state housing mandates, **General Plan Amendments 26-01, 26-02, and Environmental Review E26-03** ignore existing, better-suited opportunities for growth. We urge the Council to deny these amendments to protect the quality of life and "small-town" character of Grand Terrace.

KEY CONCERNS

- **Infrastructure & Traffic (E26-03):** Current environmental reviews may not account for the cumulative impact of high-density housing. **Grand Terrace Road** is already strained; additional units will lead to irreversible congestion that our infrastructure cannot support.
- **Erosion of Community Character (GPA 26-01):** Grand Terrace is valued for being safe, quiet, and friendly. Forcing high-density, multi-family apartment complexes into low-density residential areas fundamentally alters this identity with a "one-size-fits-all" solution.
- **Impact on Schools (ZCA 26-02):** Rushing into rezoning without a formal study on classroom capacity risks overcrowding. Adding hundreds of units without a clear plan for education diminishes the quality of schooling for every family.

THE ALTERNATIVE PATH FORWARD

The city can meet state goals without sacrificing established neighborhoods by utilizing other alternatives:

1. **Prioritize the "Gateway" Specific Plan Area**
    - **The Logic:** Direct density housing to the northern entrance near **I-215**.
    - **The Benefit:** This area features wider roads and freeway access already built to handle high-volume traffic, unlike our interior residential streets.
2. **Utilize 'Mixed-Use' and 'Missing Middle' housing**
    - **The Logic:** Implement "shop-top" housing on main commercial corridors rather than converting residential land and encourage duplexes and townhomes that blend into the community.
    - **The Benefit:** Places residents within walking distance of services and transit, protecting our **"Green Belt"** interior.
3. **Promote Accessory Dwelling Units (ADUs)**
    - **The Logic:** Encourage the construction of "granny flats" or secondary units on existing single-family residential lots.

Public Comment No. PC-09

Commenter: Satwinder Singh

Date Received: May 5, 2026

Outlook

Planning Department From

From Jessica Segovia <JSegovia@grandterrace-ca.gov>
Date Tue 5/5/2026 7:58 AM
To Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc Daysi Alcocer <Dalcocer@grandterrace-ca.gov>

1 attachment (17 KB)
SKM_C650i26050506250.pdf;

Good morning Gabriel and Scott,

We received the attached email through our Public Comment inbox, addressed to the Planning Department and City Council.

Email address: singhkfc@gmail.com
Subject: Basraon llc

Kind Regards,

Jessica Segovia
Department Secretary- City Clerk's Office
City of Grand Terrace
22795 Barton Road
Grand Terrace, California 92313
Office: 909.954.5206
jsegovia@grandterrace-ca.gov| www.grandterrace-ca.gov

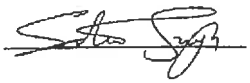
Satwinder Singh
Basraon LLC
15111 Whittier Blvd, Ste 446
Whittier, CA 90603
5/4/2026

City Council, Planning Department
City of Grand Terrace

Dear City Council, Planning Department:

We have owned the property of 22430 Barton Rd., Grand Terrace since 2023. It has been entitled for two drive-thru businesses. Due to the economy and minimum wage increase, we have not found any tenant yet. Our property is for commercial use. If the City allows this land to be R3, we would like to build multi-family townhomes.

Sincerely,



Satwinder Singh

Outlook

RE: Planning Department From

From Jessica Segovia <JSegovia@grandterrace-ca.gov>
Date Tue 5/5/2026 8:21 AM
To Scott Hutter <Shutter@grandterrace-ca.gov>; Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Cc Daysi Alcocer <Dalcocer@grandterrace-ca.gov>

Thank you, Scott, for responding to Mr. Satwinder Singh, a copy of his public comment will be provided to all council members.

From: Scott Hutter <Shutter@grandterrace-ca.gov>
Sent: Tuesday, May 5, 2026 8:04 AM
To: Jessica Segovia <JSegovia@grandterrace-ca.gov>; Gabriel Arguelles <Garguelles@grandterrace-ca.gov>
Cc: Daysi Alcocer <Dalcocer@grandterrace-ca.gov>
Subject: Re: Planning Department From

Good Morning,

Spoke to him yesterday and explained to him that his property is not a part of the Housing Element Rezones. He got a notice as his lot was in a radius of properties to be rezoned. I explained that to him and that Gabe had done the largest postcard mailer to date for the radius around the 97 acres being rezoned. You can add it to the public comment to be read into the record for the rezone item on the 12th of May.

Sincerely

Scott

From: Jessica Segovia <JSegovia@grandterrace-ca.gov>
Sent: Tuesday, May 5, 2026 7:57 AM
To: Gabriel Arguelles <Garguelles@grandterrace-ca.gov>; Scott Hutter <Shutter@grandterrace-ca.gov>
Cc: Daysi Alcocer <Dalcocer@grandterrace-ca.gov>
Subject: Planning Department From

Good morning Gabriel and Scott,

We received the attached email through our Public Comment inbox, addressed to the Planning Department and City Council.

Email address: singhkfc@gmail.com
Subject: Basraon llc

Kind Regards,

Jessica Segovia
Department Secretary- City Clerk's Office
City of Grand Terrace
22795 Barton Road
Grand Terrace, California 92313
Office: 909.954.5206
jsegovia@grandterrace-ca.gov| www.grandterrace-ca.gov

EXHIBIT G

CITY OF GRAND TERRACE
City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project

SB 131
Statutory Exemption Report

Lead Agency:
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
Contact: Scott Hutter
Phone: (909) 954-5176

Prepared by:
Michael Baker International
40810 County Center Dr #200
Temecula, CA 92591
Contact: Alicia Gonzalez
Alicia.gonzalez@mbakerintl.com
Phone: (909) 974-4933

March 2026

TABLE OF CONTENTS

I. Introduction 1

II. Project Location and Setting 5

III. Project Description 10

IV. Construction of Oil and Gas Infrastructure or a Distribution Center Analysis 15

V. Natural and Protected Lands Analysis 17
Criterion (a) 17
Criterion (b) 17
Criterion (c) 17
Criterion (d) 17
Criterion (e) 17
Criterion (f) 18
Criterion (g) 18
Criterion (h) 18
Criterion (i) 18
Criterion (j) 19
Criterion (k) 22
Criterion (l) 22
Criterion (m) 26
Criterion (n) 26
Criterion (o) 26
Criterion (p) 30

V. Conclusion 33

VI. References 35

List of Exhibits

Exhibit 1: Regional Vicinity....6
Exhibit 2: Local Vicinity....8
Exhibit 3: Existing Zoning....11
Exhibit 4: Proposed Zoning....13
Exhibit 5: Grand Terrace Special Flood Hazard Area....20
Exhibit 6: USFWS National Wetlands Inventory Map....23
Exhibit 7: Fire Hazard Severity Zones....27
Exhibit 8: Grand Terrace Important Farmland Map....30

List of Attachments

Attachment A Grand Terrace Rezone Sites
Attachment B NRCS Soils Data

SB 131 STATUTORY EXEMPTION REPORT

This report serves as the environmental determination for the proposed Multifamily Rezoning to Implement the 2021-2029 Housing Element Project (project) for the City of Grand Terrace. The intent of the analysis is to document the project's eligibility as statutorily exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Senate Bill (SB) 131. The report includes an introduction, project description, and evaluation of the project's consistency with the requirements to qualify for the SB 131 statutory exemption.

I. INTRODUCTION

SB 131 was signed into law on June 30, 2025, and adds new Section 21080.085 to the Public Resources Code to exempt rezoning actions that implement the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code. The exemption does not apply to:

- Rezoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4, respectively.
- Rezoning actions allowing construction within any natural and protected lands, as defined by Public Resources Code Section 21067.5.

Public Resources Code Section 21064.8 defines "oil and gas infrastructure" as a facility used for the production, processing, transmission, storage, or distribution of petroleum or natural gas. Public Resources Code Section 21060.4 defines "distribution center" as a warehouse distribution center, as defined in Section 2100 of the Labor Code, that is 50,000 square feet or larger. Section IV of this report evaluates the project against the Public Resources Code Sections 21064.8 and 21060.4 definitions of oil and gas infrastructure and distribution center.

Public Resources Code Section 21067.5 defines "natural and protected lands" as follows:

(a) The state park system, as described in Article 1 (commencing with Section 5001) of Chapter 1 of Division 5.
(b) A wilderness area, as defined in Section 5093.32.
(c) A marine protected area, as defined in Section 2852 of the Fish and Game Code.
(d) The national park system, as defined in Section 100102 of Title 54 of the United States Code.
(e) A national recreation area.
(f) A national monument.
(g) The national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code.
(h) Any ecological reserve or wildlife management area acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code.

(i) A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:

(1) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use proposed by the project. This paragraph does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Section 65962.5 of the Government Code.

(2) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code has otherwise determined that the site is suitable for the use proposed by the project.

(j) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

(k) Lands under conservation easement.

(l) On, or within a 300-foot radius of, a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(m) An environmentally sensitive area within the coastal zone, as defined in Section 30107.5.

(n) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) or habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(o) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within the state responsibility area, as defined in Section 4102. This subdivision does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following provisions or their successor provisions:

(1) Section 4291 of this code or Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

(p) Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

Pursuant to Public Resources Code Section 21080.085, an SB 131 statutory exemption still applies to a rezoning that contains within its boundaries any natural and protected lands as defined pursuant to Section 21067.5 if those natural and protected lands are excluded from the rezoning. Section V of this report evaluates the project against the Public Resources Code Section 21067.5 definition of natural and protected lands.

This page intentionally left blank.

II. PROJECT LOCATION AND SETTING

Project Location

The City of Grand Terrace (City) is located along the southern border of San Bernardino County, adjacent to Riverside County; refer to Exhibit 1, *Regional Vicinity*. The City is bounded to the north, east, and west by the City of Colton, and to the south by the unincorporated community of Highgrove in Riverside County. The City is approximately 3.6 square miles in size and has no external sphere of influence. Regional access to the City is provided by Interstate 215 (I-215).

Existing Site Conditions

The City has identified a total of 191 sites for potential rezoning, totaling approximately 97 acres within the City boundary; refer to Exhibit 2, *Local Vicinity* and Attachment A, *Grand Terrace Rezone Sites*. As identified in Attachment A, the majority of the proposed rezone sites are built out as single-family residential uses. Other land uses, in order from most to least prevalent, include the following: multifamily residential; vacant; mobile homes and trailer parks; facilities; mixed residential; transportation, communication, and utilities; and commercial services.



12/11/2025 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

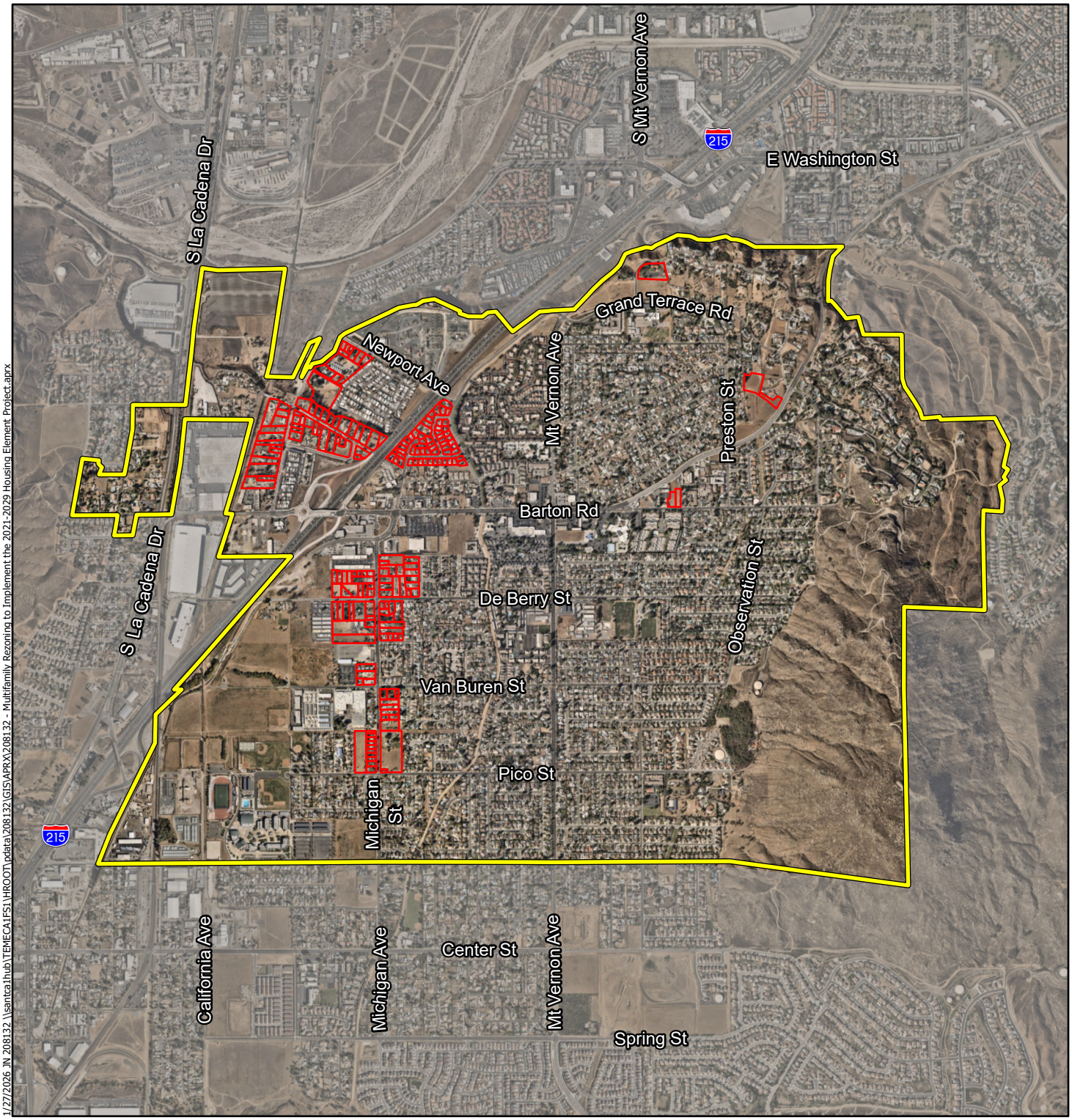
0 2.5 5 Miles

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County

Regional Vicinity

Exhibit 1

This page intentionally left blank.



1/27/2026 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

- City Boundary
- Proposed Rezone Sites

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Local Vicinity

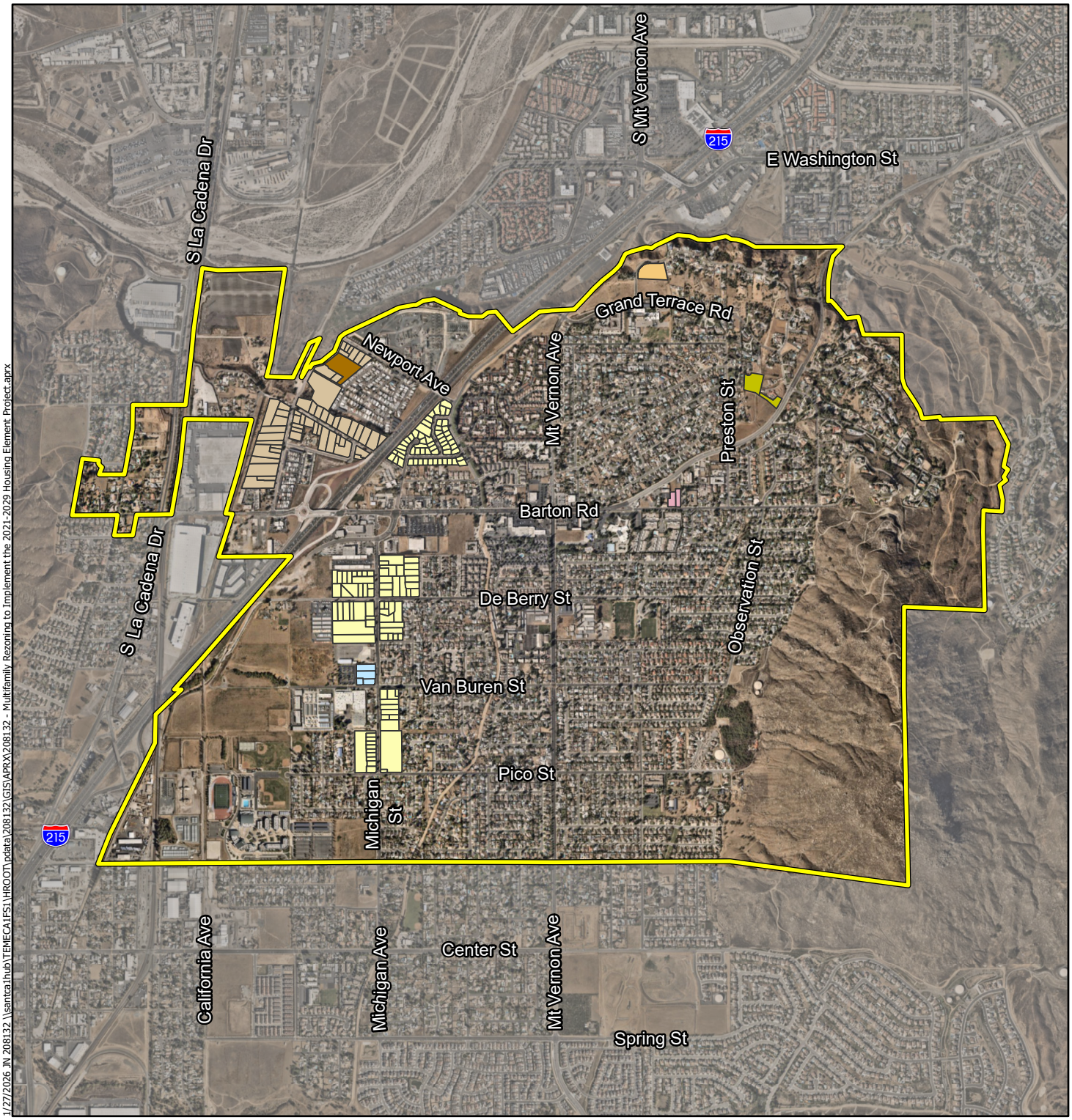
Exhibit 2

This page intentionally left blank.

III. PROJECT DESCRIPTION

The proposed project would allow for the rezoning of approximately 97 acres of currently single-family or commercially zoned land in the City to allow for high-density residential development up to 40 dwelling units per acre (du/ac) for a maximum buildout of up to 3,880 residential units; refer to Exhibit 3, *Existing Zoning*, and Exhibit 4, *Proposed Zoning*. This would be accomplished through the creation of a new high-density multifamily zone, the High Density Multiple Family Residential District (R3-40). The R3-40 zone would be adopted with an amendment to the Land Use Element, Zoning Code, and Zoning and Land Use maps to incorporate and implement standards for an R3-40 zone at 40 du/ac. The R3-40 zone would also be adopted with Objective Design Standards to regulate new high-density residential development accommodated by the new zone. The City is only required to rezone 24 acres of land to meet the City's Regional Housing Needs Allocation (RHNA) requirement and achieve state housing element compliance. However, the City has committed to rezoning a total of 97 acres, consistent with the approved Housing Element. The rezoning to allow for high-density residential development at 40 du/ac in neighborhoods throughout the City would create more opportunities for housing development, particularly more affordable housing development, as well as creating additional opportunities for a variety of housing types.

All parcels included in the rezone areas meet the Southern California Association of Governments (SCAG) definition of infill. The parcels were intentionally selected as they consist of unused or underutilized lands within existing development patterns that are accessible to services. The areas selected for rezoning are primarily in the western area of the City. These areas are currently primarily single-family residential neighborhoods. Implementation of the proposed project would allow up to 40 du/ac in these rezone areas, thus promoting significant residential infill. Therefore, the project would increase opportunities for residents to walk or take transit for daily uses and reduce the overall vehicle miles traveled.



1/27/2026 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

City Boundary

Existing Zoning

- Barton Road Specific Plan - Administrative Professional (BRSP-AP)
- Commercial Manufacturing District (CM)
- Low Density Single Family Residential District (R1-10)
- Low Medium Density Residential District (R2)
- Medium Density Residential District (R3)
- Single Family Residential District (R1-7.2)
- Very Low Density Single Family Residential District (R1-20)

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Existing Zoning

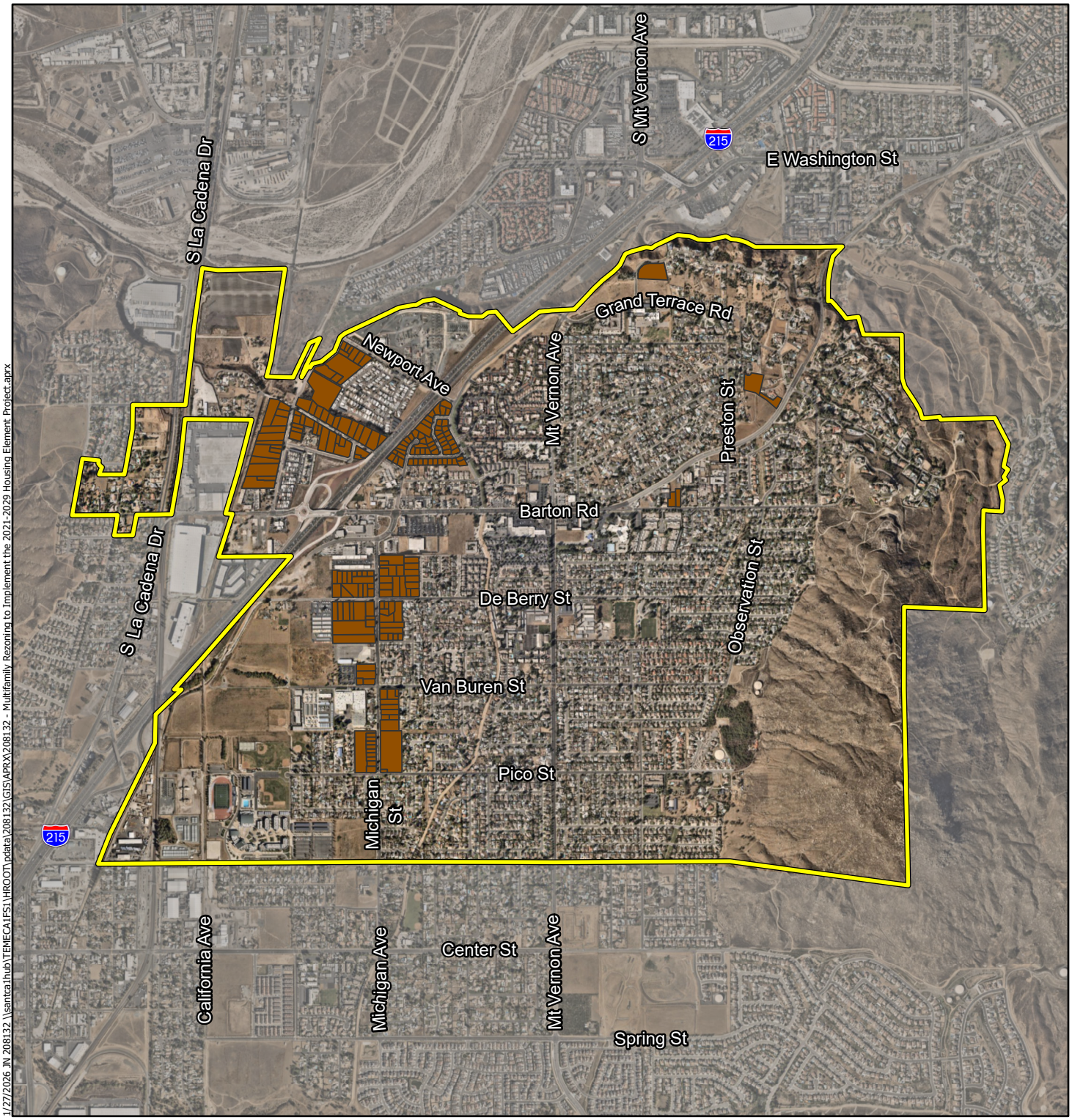
Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 3

This page intentionally left blank.



1/27/2026 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

- City Boundary
- High Density Multiple Family Residential District (R3-40)

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Proposed Zoning

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 4

This page intentionally left blank.

IV. CONSTRUCTION OF OIL AND GAS INFRASTRUCTURE OR A DISTRIBUTION CENTER ANALYSIS

Public Resources Code Section 21064.8 defines "oil and gas infrastructure" as a facility used for the production, processing, transmission, storage, or distribution of petroleum or natural gas. Public Resources Code Section 21060.4 defines "distribution center" as a warehouse distribution center, as defined in Section 2100 of the Labor Code, that is 50,000 square feet or larger. As described in Section II, *Project Description*, the City of Grand Terrace Multifamily Rezoning to Implement the 2021-2029 Housing Element Project does not propose construction of an oil and gas infrastructure or distribution center project. The new high-density multifamily zone would be adopted with an amendment to the Land Use Element, Zoning Code, and Zoning and Land Use maps to incorporate and implement standards for an R3-40 zone at 40 du/ac. The R3-40 zone would also be adopted with Objective Design Standards to regulate new high-density residential development accommodated by the new zone. The new high-density multifamily zone and amendments to the Land Use Element and Zoning Code would not allow oil and gas infrastructure or distribution center uses. Thus, the project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined respectively by Public Resources Code Sections 21064.8 and 21060.4.

This page intentionally left blank.

V. NATURAL AND PROTECTED LANDS ANALYSIS

CRITERION (a) *The state park system, as described in Article 1 (commencing with Section 5001) of Chapter 1 of Division 5.*

There are not any state parks within or adjacent to the City.[1] The nearest state park is California Citrus State Historic Park, located approximately 11 miles southwest of the City in the City of Riverside. The proposed project location does not meet the criterion (a) definition of natural and protected lands in this regard.

CRITERION (b) *A wilderness area, as defined in Section 5093.32.*

The City is not located within or adjacent to any established wilderness areas.[2] The nearest wilderness area is the Cucamonga Wilderness, located over 15 miles northwest of the City. The proposed project location does not meet the criterion (b) definition of natural and protected lands in this regard.

CRITERION (c) *A marine protected area, as defined in Section 2852 of the Fish and Game Code.*

The City is located in San Bernardino County. San Bernardino County does not contain any lands that border the Pacific Ocean. Thus, there are no marine protected areas in San Bernardino County and subsequently the City.[3] The proposed project location does not meet the criterion (c) definition of natural and protected lands in this regard.

CRITERION (d) *The national park system, as defined in Section 100102 of Title 54 of the United States Code.*

There are no national park systems, as defined in Section 100102 of Title 54 of the United States Code, within the City. The nearest designated national park is Joshua Tree National Park, located over 60 miles east of the City.[4] The proposed project location does not meet the criterion (d) definition of natural and protected lands in this regard.

CRITERION (e) *A national recreation area.*

There are no national recreation areas within the City. The nearest designated national recreation area is the Santa Monica Mountains National Recreation Area, located over 60 miles northwest of the City.[5] The proposed project location does not meet the criterion (e) definition of natural and protected lands in this regard.

[1] California State Parks, Park System Web Map, accessed November 25, 2025, https://www.parks.ca.gov/?page_id=862.
[2] United States Department of Agriculture Forest Service, Wilderness & Wild Scenic Rivers & Wilderness Study Areas, accessed November 25, 2025, https://data.fs.usda.gov/geodata/other_fs/wilderness/stateMap.php?stateID=CA.
[3] California Department of Fish and Wildlife, "California Marine Protected Areas (MPAs)," accessed November 25, 2025, https://wildlife.ca.gov/Conservation/Marine/MPAs#overview.
[4] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.
[5] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.

CRITERION (f) *A national monument.*

There are no national monuments in the City. The nearest designated national monument is the Santa Rosa-San Jacinto Mountains National Monument, located approximately 59 miles southeast of the City.[6] The proposed project location does not meet the criterion (f) definition of natural and protected lands in this regard.

CRITERION (g) *The national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code.*

There are no national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code, in the City. The nearest national wild and scenic rivers system is the North Fork San Jacinto River in the San Jacinto Mountains, located approximately 36 miles southwest of the City.[7] The proposed project location does not meet the criterion (g) definition of natural and protected lands in this regard.

CRITERION (h) *Any ecological reserve or wildlife management area acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code.*

There are no ecological reserves or wildlife management areas acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code in the City. The nearest ecological reserve area is the Sycamore Canyon Ecological Reserve, located approximately 8 miles south of the City.[8] The nearest wildlife management area is the San Jacinto Wildlife Area, located approximately 13 miles southeast of the City.[9] The proposed project location does not meet the criterion (h) definition of natural and protected lands in this regard.

CRITERION (i) *A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:*

1. *The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use proposed by the project. This paragraph does not alter or change the conditions to remove*

[6] National Park Service, *Map Finder*, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.
[7] National Park Service, Interactive Map of NPS Wild and Scenic Rivers, accessed November 25, 2025, https://www.nps.gov/orgs/1912/plan-your-visit.htm.
[8] California Department of Fish and Wildlife, Lands Viewer, accessed November 25, 2025, https://apps.wildlife.ca.gov/lands/.
[9] California Department of Fish and Wildlife, Lands Viewer, accessed November 25, 2025, https://apps.wildlife.ca.gov/lands/.

a site from the list of hazardous waste sites listed pursuant to Section 65962.5 of the Government Code.

2. *The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code has otherwise determined that the site is suitable for the use proposed by the project.*

Government Code Section 65962.5 requires the Department of Toxic Substances Control (DTSC) and State Water Resources Control Board (SWRCB) to compile and update a regulatory sites list (pursuant to the criteria of the section), known as the "Cortese List." The California Department of Public Health is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Health and Safety Code Section 116395. Government Code Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the California Code of Regulations, to compile, as appropriate, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste.

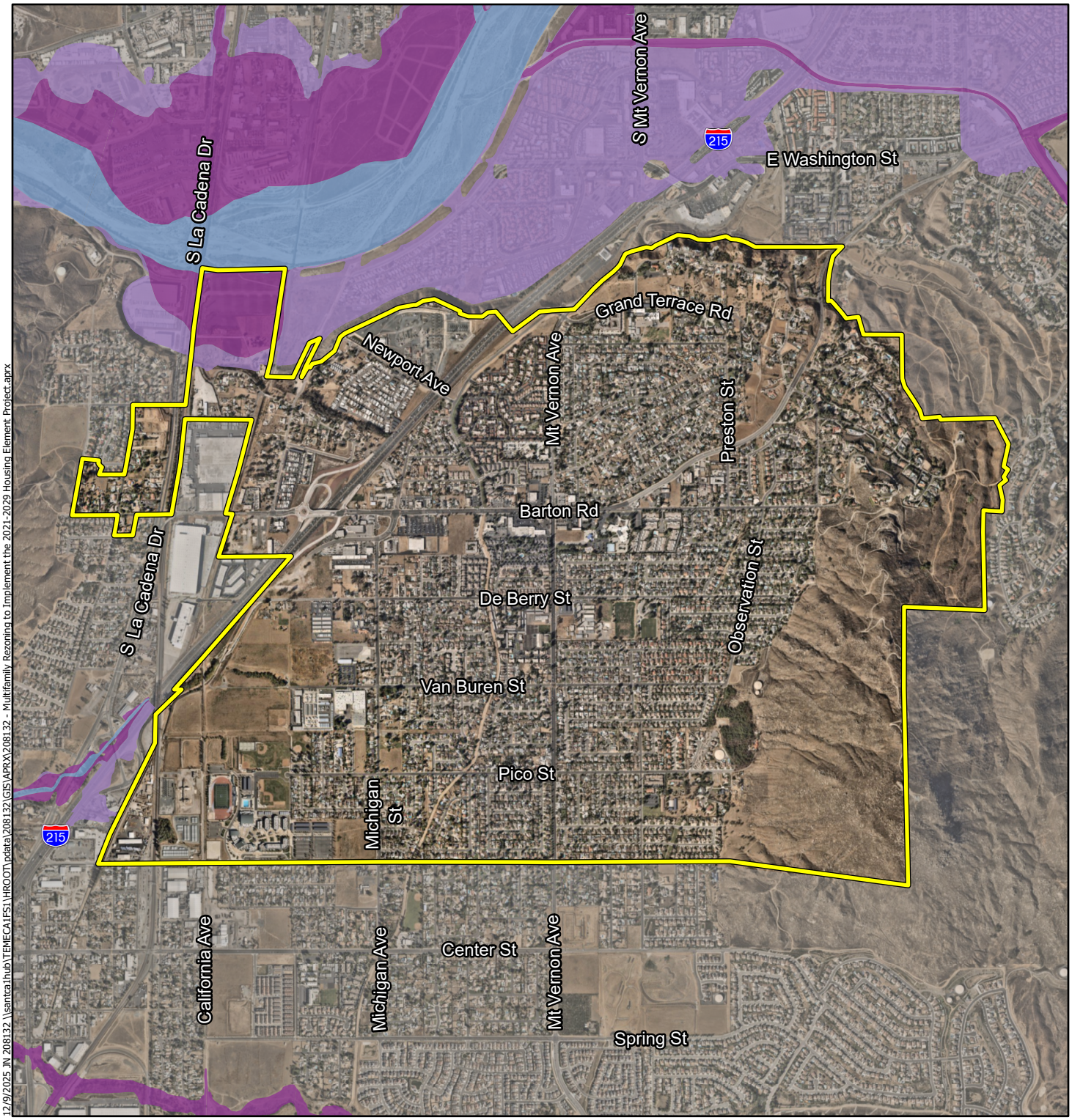
Health and Safety Code Section 25356 mandates that the DTSC compile and annually update a list of hazardous substance release sites subject to response actions under the California Hazardous Waste and Substance Reclamation Act. This list, included as part of the Cortese List, identifies sites requiring cleanup and is used to prioritize and manage response actions to protect human health and the environment.

A records search of the California Environmental Protection Agency (EPA) Cortese List Data Resources revealed that no open cases of hazardous waste sites exist within the City.[10] However, there are five leaking underground storage tanks (LUST) cleanup sites within the City that are identified as closed and completed, indicating no further regulatory actions are required. All five sites are located along Barton Road east of I-215. None of the closed and completed LUST sites are located on or adjacent to the proposed rezone sites. The proposed project location does not meet the criterion (i) definition of natural and protected lands in this regard.

CRITERION (j) *Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.*

There are portions of the City located within a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA); refer to Exhibit 5, *Grand Terrace Special Flood Hazard Area*. These areas are located in the northwest portion of the City. However, none of the proposed rezone sites are located within an SFHA. The proposed project location does not meet the criterion (j) definition of natural and protected lands in this regard.

[10] California Environmental Protection Agency, "Cortese List Data Resources," accessed November 25, 2025, https://calepa.ca.gov/sitecleanup/corteselist/.



12/9/2025 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

City Boundary

Special Flood Hazard Areas (FEMA)

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Regulatory Floodway

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Grand Terrace Special Flood Hazard Area

Source: Esri, ArcGIS Online, City of Grand Terrace, San Bernardino County, 2025 Nearmap Imagery

Exhibit 5

This page intentionally left blank.

CRITERION (k) *Lands under conservation easement.*

There are no conservation easements within the City.[11] According to the National Conservation Easement Database, the nearest conservation easements are located approximately 2 miles south of Grand Terrace in the unincorporated Riverside County community of Highgrove. These lands are managed by the Rivers and Lands Conservancy and the Riverside County Regional Conservation Authority. The proposed project location does not meet the criterion (k) definition of natural and protected lands in this regard.

CRITERION (l) *On, or within a 300-foot radius of, a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).*

The United States Fish and Wildlife (USFWS) Service Manual, Part 660 FW 2 (June 21, 1993) defines wetlands as: "lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this classification, wetlands must have one or more of the following three attributes:

1. at least periodically, the land supports predominantly hydrophytes (plants specifically adapted to live in wetlands);
2. the substrate is predominantly undrained hydric (wetland) soil; and
3. the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year."

As shown in Exhibit 6, *USFWS National Wetlands Inventory Map*, some of the proposed rezone sites in the northwestern portion of the City are mapped by the USFWS National Wetlands Inventory as being within a 300-foot radius of wetlands.

The USFWS National Wetlands Inventory is based on historical mapping that is updated periodically and is not considered as accurate as field mapping. To determine the accuracy of the USFWS National Wetlands Inventory mapping on the proposed rezone sites in the northwestern portion of the City, Michael Baker's regulatory permitting specialists reviewed the sites against the USFWS Service Manual, Part 660 FW 2 definition for wetlands. First, the Natural Resources Conservation Service (NRCS) soils data was reviewed to determine if hydric (wetland) soil units have been mapped for the proposed rezone sites and a 300-foot radius. The following soils are mapped in this portion of the City: Greenfield sandy loam, Hanford coarse sandy loam, and Ramona sandy loam; refer to Attachment B, *NRCS Soils Data*. Based on a review of the NRCS soils data for the proposed rezone sites, there are no mapped hydric (wetland) soils on or within a 300-foot radius of the proposed rezone sites. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of supporting a substrate that is predominantly undrained hydric (wetland) soil. USFWS wetland attribute 2 is not satisfied in this regard.

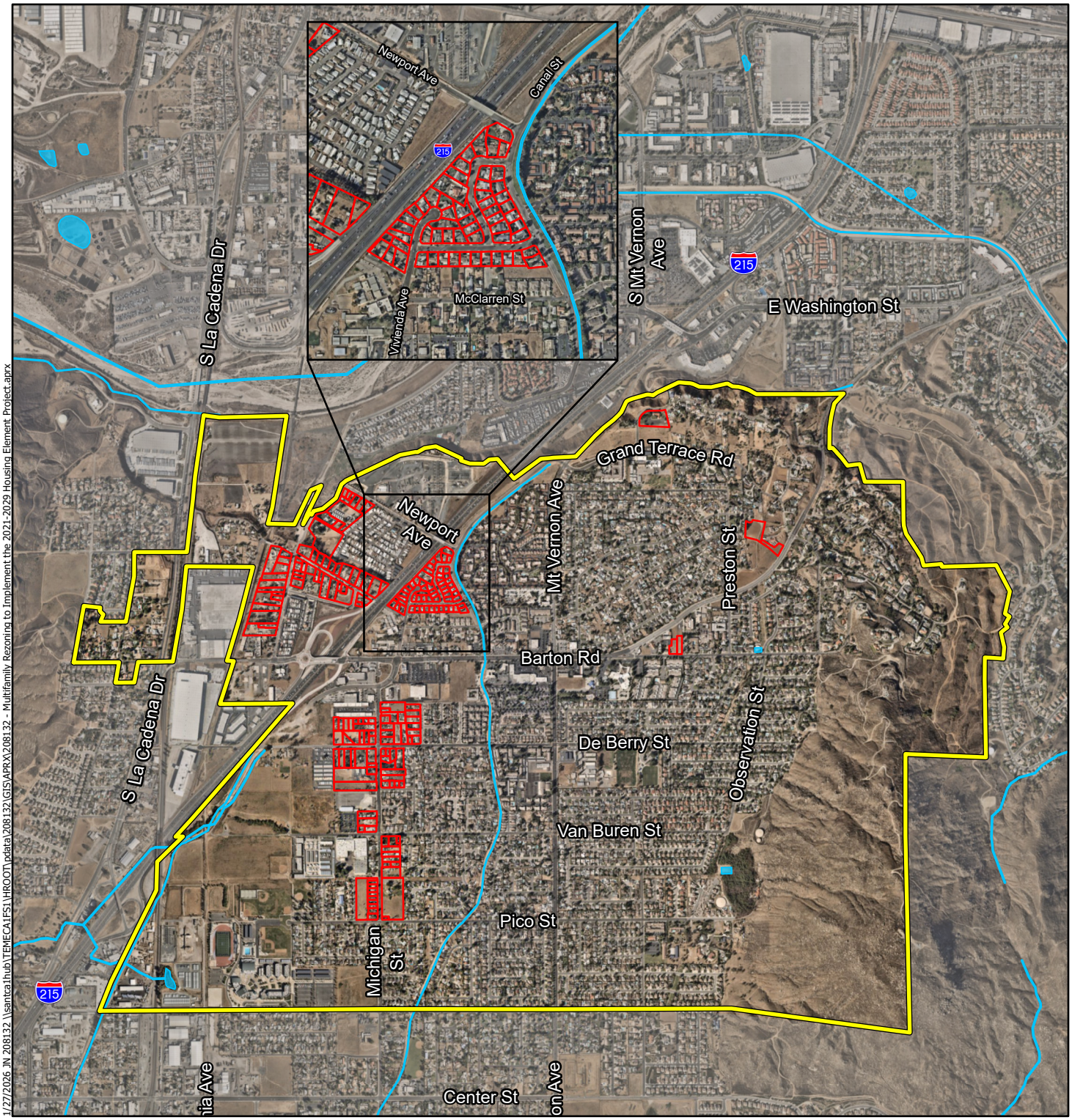
[11] National Conservation Easement Database, NCED Planning Application, accessed November 25, 2025, https://site.tplgis.org/NCED/planningapp/.

Due to a lack of hydric soils, the likelihood of hydrophytes being dominant is considered very low. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of periodically supporting hydrophytes (plants specifically adapted to live in wetlands). USFWS wetland attribute 1 is not satisfied in this regard.

Further, review of the NRCS soil data for the sites and a 300-foot radius indicates the depth to the water table listed for the soil units present is more than 80 inches, indicating a deep water table. Nonsoil substrate at the proposed rezone sites would be organic matter that has accumulated over time on top of the soil layer(s). However, soils at and within a 300-foot radius of the proposed rezone sites are non-hydric and are mapped as well-drained soils with a deep water table. Thus, the proposed rezone sites do not satisfy the USFWS wetlands definition attribute of containing nonsoil substrates that are saturated with water or covered by shallow water at some time during the growing season of each year. USFWS wetland attribute 3 is not satisfied in this regard.

Accordingly, Michael Baker regulatory permitting specialists have concluded that water features mapped for the proposed rezone sites do not meet the USFWS Service Manual, Part 660 FW 2 definition of wetlands based on their nonhydric soil type (USFWS wetland attribute 2), very low likelihood of supporting hydrophytes (USFWS wetland attribute 1), and presence of a deep water table (USFWS wetland attribute 3). Rather, the mapped water features near the proposed rezone sites appear to be ephemeral/intermittent drainages. For this reason, the proposed rezone sites are not located on, or within a 300-foot radius of, a wetland, as defined in the USFWS Service Manual, Part 660 FW 2.

The proposed project location does not meet the criterion (l) definition of natural and protected lands in this regard.



Legend

- City Boundary
- Proposed Rezone Sites
- Wetlands

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

USFWS National Wetlands Inventory Map

Source: Esri, ArcGIS Online, USFWS, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 6

This page intentionally left blank.

CRITERION (m) *An environmentally sensitive area within the coastal zone, as defined in Section 30107.5.*

According to the California Coastal Commission Coastal Zone Boundary, the City is not located within a coastal zone, as defined in Section 30107.5.[12] Accordingly, the proposed project areas are not located within an environmentally sensitive area within the coastal zone. The proposed project location does not meet the criterion (m) definition of natural and protected lands in this regard.

CRITERION (n) *Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) or habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.*

There are currently 17 approved natural community conservation plans (NCCPs) (including six subarea plans) within the state of California. There are no adopted NCCPs in San Bernardino County.[13] Further, the City does not fall within the boundaries of any habitat conservation plans pursuant to the Endangered Species Act of 1973. The proposed project location does not meet the criterion (n) definition of natural and protected lands in this regard.

CRITERION (o) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within the state responsibility area, as defined in Section 4102. This subdivision does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following provisions or their successor provisions:

(1) Section 4291 of this code or Section 51182 of the Government Code, as applicable.

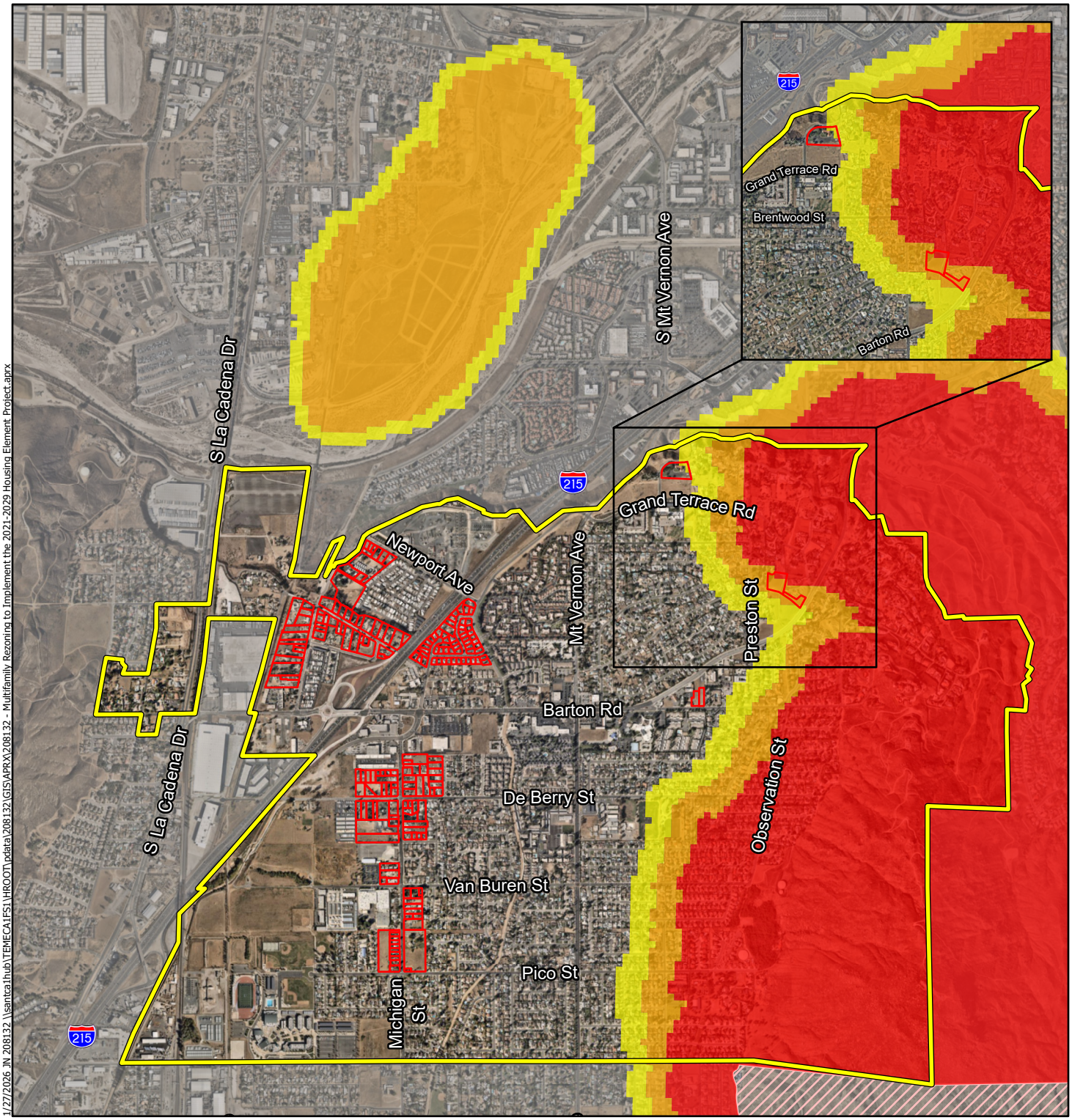
(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

As depicted in Exhibit 7, *Fire Hazard Severity Zones*, there are very high fire hazard severity zones along the eastern boundary of the City. One of the proposed rezone sites (Assessor's Parcel Number 0276-411-27) is partially located in the very high fire hazard severity zone area. The parcel is approximately 1.7 acres in size. As shown in Exhibit 7, the northeast portion of the proposed rezone site is within the very high fire hazard severity zone. However, the Objective Design Standards proposed would prohibit development within a very high fire hazard severity zone, as determined by the Department

[12] California Coastal Commission, Coastal Zone Boundary, accessed December 1, 2025, https://california-coastal-commission-open-data-1-3-coastalcomm.hub.arcgis.com.
[13] California Department of Fish and Wildlife, *Summary of Natural Community Conservation Plans (NCCPs)*, October 2023.

of Forestry and Fire Protection pursuant to Government Code Section 51178. Further, future development in the any fire hazard severity zone area would be required to comply with the standards of Chapter 7A of the California Building Code relating to fire-resistant construction. Pursuant to Public Resources Code Section 21080.085, an SB 131 statutory exemption still applies to a rezoning that contains within its boundaries any natural and protected lands as defined pursuant to Section 21067.5 if those natural and protected lands are excluded from the rezoning. Since the Objective Design Standards explicitly exclude these lands from future development, and future development would be required to comply with standards of Chapter 7A of the California Building Code relating to fire-resistant construction, the proposed project location does not meet the criterion (o) definition of natural and protected lands in this regard.



1/27/2026 JN 208132 \\santca1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

- City Boundary
- Proposed Rezone Sites

Fire Hazard Severity Zones in Local Responsibility Area

- Very High
- High
- Moderate

Fire Hazard Severity Zones in State Responsibility Area

- Very High
- Other Jurisdictions

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Fire Hazard Severity Zones

Source: Esri, ArcGIS Online, California Department of Forestry and Fire Protection, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

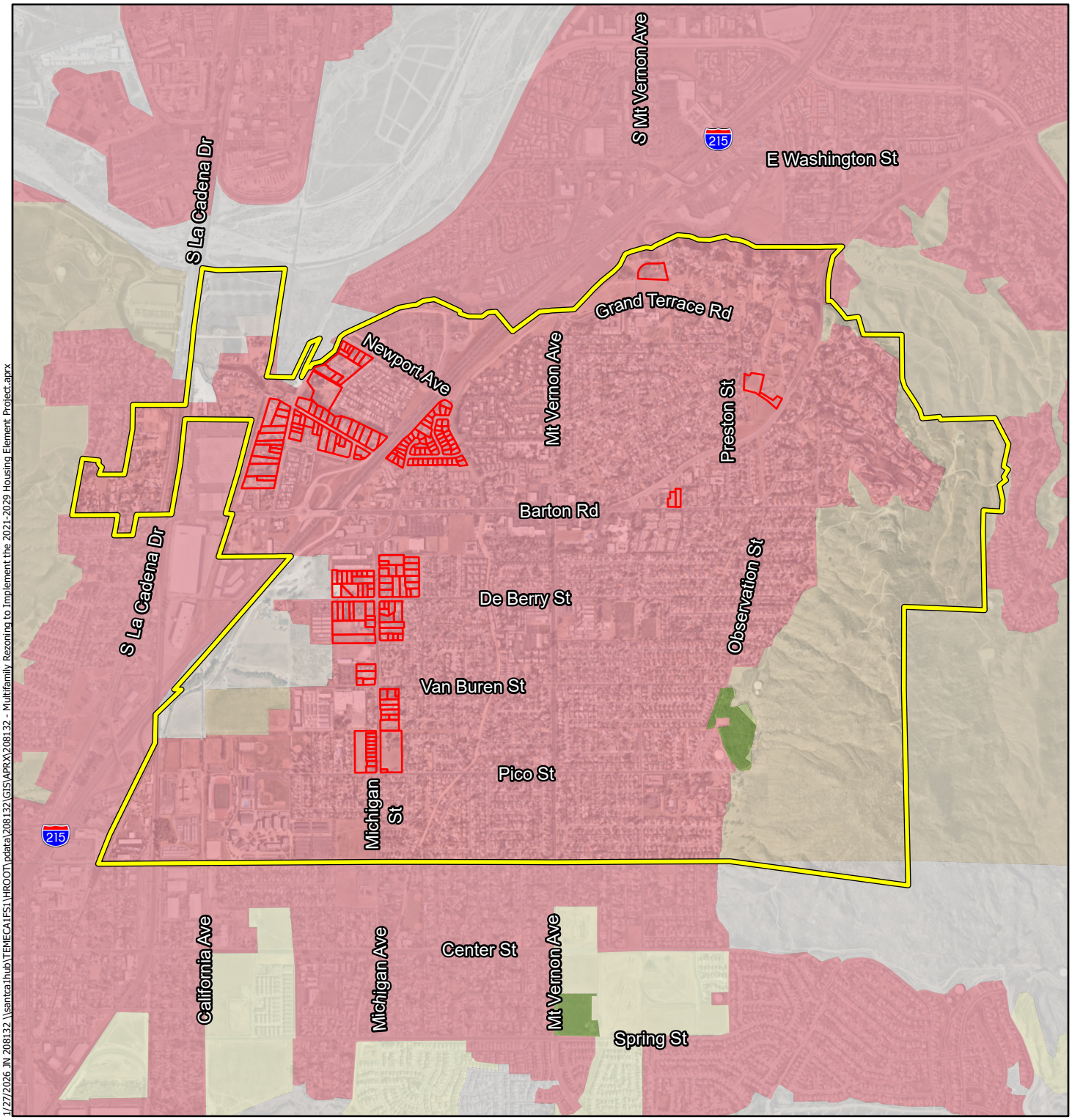
Exhibit 7

This page intentionally left blank.

CRITERION (p) *Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.*

According to the California Department of Conservation, all of the proposed rezone sites are classified as Urban and Built Up Land and are therefore not classified as prime farmland or farmland of statewide importance; refer to Exhibit 8, *Grand Terrace Important Farmland Map*.[14] The proposed project location does not meet the criterion (p) definition of natural and protected lands in this regard.

[14] Department of Conservation, *California Important Farmland Finder*, https://maps.conservation.ca.gov/dlrp/ciff/, accessed January 29, 2025.



1/27/2026 JN 208132 \\santa1hub\TEMECA1FS1\HROOT\pdata\208132\GIS\APRX\208132 - Multifamily Rezoning to Implement the 2021-2029 Housing Element Project.aprx

Legend

- City Boundary
- Proposed Rezone Sites

California Important Farmland

- Prime Farmland
- Unique Farmland
- Grazing Land
- Farmland of Local Importance
- Other Land
- Urban and Built-Up Land

MULTIFAMILY REZONING TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT PROJECT
SB 131 STATUTORY EXEMPTION REPORT

Michael Baker INTERNATIONAL

0 0.2 0.4 Miles

Grand Terrace Important Farmland Map

Source: Esri, ArcGIS Online, California Department of Conservation, City of Grand Terrace, San Bernardino County, 2026 Nearmap Imagery

Exhibit 8

This page intentionally left blank.

VI. CONCLUSION

Based on this analysis, the proposed project meets all criteria for an SB 131 Statutory Exemption pursuant to Public Resources Code Section 21080.085. The project would not involve zoning actions allowing the construction of oil and gas infrastructure or a distribution center, as defined by Public Resources Code Sections 21064.8 and 21060.4, respectively. Further, the project is not located within natural and protected lands, as defined by Public Resources Code Section 21067.5. Therefore, the lead agency (the City of Grand Terrace) is not precluded from statutorily exempting the proposed project from CEQA pursuant to Public Resources Code Section 21080.085.

This page intentionally left blank.

VII. REFERENCES

California Coastal Commission, Coastal Zone Boundary, accessed December 1, 2025, https://california-coastal-commission-open-data-1-3-coastalcomm.hub.arcgis.com.

California Department of Fish and Wildlife, "California Marine Protected Areas (MPAs)," accessed November 25, 2025, https://wildlife.ca.gov/Conservation/Marine/MPAs#overview.

California Department of Fish and Wildlife, *Summary of Natural Community Conservation Plans (NCCPs),* October 2023.

California Department of Fish and Wildlife, Lands Viewer, accessed November 25, 2025, https://wildlife.ca.gov/Lands/Places-to-Visit#lands-viewer.

California Environmental Protection Agency, Cortese List Data Resources, accessed November 25, 2025, https://calepa.ca.gov/sitecleanup/corteselist.

California State Parks, Park System Web Map, accessed November 25, 2025, https://www.parks.ca.gov/?page_id=862.\

Department of Conservation, *California Important Farmland Finder*, https://maps.conservation.ca.gov/dlrp/ciff/, accessed January 29, 2025.

National Conservation Easement Database, NCED Planning Application, accessed November 25, 2025, https://site.tplgis.org/NCED/planningapp/.

National Park Service, Interactive Map of NPS Wild and Scenic Rivers, accessed November 25, 2025, https://www.nps.gov/orgs/1912/plan-your-visit.htm.

National Park Service, Map Finder, accessed November 25, 2025, https://www.nps.gov/planyourvisit/maps.htm.

United States Department of Agriculture Forest Service, Wilderness & Wild Scenic Rivers & Wilderness Study Areas, accessed November 25, 2025, https://data.fs.usda.gov/geodata/other_fs/wilderness/stateMap.php?stateID=CA.

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

San Bernardino County Southwestern Part, California

GtC—Greenfield sandy loam, 2 to 9 percent slopes

Map Unit Setting

National map unit symbol: hck0
Elevation: 100 to 3,500 feet
Mean annual precipitation: 9 to 20 inches
Mean annual air temperature: 63 degrees F
Frost-free period: 200 to 300 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Greenfield and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Greenfield

Setting

Landform: Alluvial fans
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

H1 - 0 to 16 inches: sandy loam
H2 - 16 to 50 inches: fine sandy loam
H3 - 50 to 60 inches: sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 7.9 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 5 percent
Hydric soil rating: No

Hanford

Percent of map unit: 5 percent
Hydric soil rating: No

Ramona

Percent of map unit: 5 percent
Hydric soil rating: No

Data Source Information

Soil Survey Area: San Bernardino County Southwestern Part, California
Survey Area Data: Version 17, Sep 8, 2025

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

San Bernardino County Southwestern Part, California

HaC—Hanford coarse sandy loam, 2 to 9 percent slopes

Map Unit Setting

National map unit symbol: 2y8tl
Elevation: 890 to 2,860 feet
Mean annual precipitation: 11 to 22 inches
Mean annual air temperature: 64 to 65 degrees F
Frost-free period: 320 to 365 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hanford and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hanford

Setting

Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

A - 0 to 12 inches: sandy loam
C - 12 to 60 inches: fine sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Rare
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Greenfield, sandy loam

Percent of map unit: 10 percent
Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Tujunga, loamy sand

Percent of map unit: 5 percent
Landform: Alluvial fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: San Bernardino County Southwestern Part, California
Survey Area Data: Version 17, Sep 8, 2025

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

San Bernardino County Southwestern Part, California

RmC—Ramona sandy loam, 2 to 9 percent slopes, MLRA 19

Map Unit Setting

National map unit symbol: 2x530
Elevation: 490 to 3,010 feet
Mean annual precipitation: 10 to 29 inches
Mean annual air temperature: 62 to 65 degrees F
Frost-free period: 260 to 365 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Ramona and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ramona

Setting

Landform: Alluvial fans, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from granite

Typical profile

Ap - 0 to 12 inches: sandy loam
A - 12 to 23 inches: fine sandy loam
Bw - 23 to 32 inches: loam
Bt - 32 to 54 inches: clay loam
C - 54 to 60 inches: sandy loam

Properties and qualities

Slope: 2 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R019XG911CA - Loamy Fan
Hydric soil rating: No

Minor Components

Greenfield

Percent of map unit: 10 percent
Landform: Terraces, alluvial fans
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear

Hydric soil rating: No

Monserate

Percent of map unit: 5 percent
Landform: Alluvial fans, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: San Bernardino County Southwestern Part, California
Survey Area Data: Version 17, Sep 8, 2025

27521219	0.3	R1-7.2	Low Density Residential
27522312	2.0	R3-24	Medium/High Density Residential
27522331	1.4	R2 (AG Overlay)	Medium Density Residential
27522336	0.8	R2 (AG Overlay)	Medium Density Residential
27522338	0.6	R2 (AG Overlay)	Medium Density Residential
27522340	1.1	R2 (AG Overlay)	Medium Density Residential
27522341	0.9	R2 (AG Overlay)	Medium Density Residential
27522349	0.4	R2 (AG Overlay)	Medium Density Residential
27522350	0.5	R2 (AG Overlay)	Medium Density Residential
27522351	1.0	R2 (AG Overlay)	Medium Density Residential
27522353	0.2	R2 (AG Overlay)	Medium Density Residential
27522354	0.3	R2 (AG Overlay)	Medium Density Residential
27522355	1.4	R2 (AG Overlay)	Medium Density Residential
27522359	0.4	R2 (R3-24 Overlay, AG Overlay)	Medium/High Density Residential (R3-24 Overlay)
27522360	1.6	R2 (R3-24 Overlay, AG Overlay)	Medium/High Density Residential (R3-24 Overlay)
27523112	0.9	R2 (AG Overlay)	Medium Density Residential
27523117	0.5	R2 (AG Overlay)	Medium Density Residential
27523122	0.2	R2 (AG Overlay)	Medium Density Residential
27523126	0.3	R2 (AG Overlay)	Medium Density Residential
27523131	0.3	R2 (AG Overlay)	Medium Density Residential
27523132	0.2	R2 (AG Overlay)	Medium Density Residential
27523133	0.3	R2 (AG Overlay)	Medium Density Residential
27523139	0.2	R2 (AG Overlay)	Medium Density Residential
27523140	0.2	R2 (AG Overlay)	Medium Density Residential
27523141	0.4	R2 (AG Overlay)	Medium Density Residential
27523142	0.3	R2 (AG Overlay)	Medium Density Residential
27523143	0.2	R2 (AG Overlay)	Medium Density Residential
27523171	1.1	R2 (AG Overlay)	Medium Density Residential
27523173	1.0	R2 (AG Overlay)	Medium Density Residential
27523209	0.5	R2 (AG Overlay)	Medium Density Residential
27523210	0.2	R2 (AG Overlay)	Medium Density Residential
27524132	0.2	R1-7.2	Low Density Residential
27525145	0.2	R1-7.2	Low Density Residential

27525153	0.3	R1-7.2	Low Density Residential
27525154	0.4	R1-7.2	Low Density Residential
27527101	0.2	R1-7.2	Low Density Residential
27527102	0.2	R1-7.2	Low Density Residential
27527103	0.2	R1-7.2	Low Density Residential
27527104	0.2	R1-7.2	Low Density Residential
27527105	0.2	R1-7.2	Low Density Residential
27527106	0.2	R1-7.2	Low Density Residential
27527107	0.2	R1-7.2	Low Density Residential
27527108	0.2	R1-7.2	Low Density Residential
27527109	0.3	R1-7.2	Low Density Residential
27527110	0.2	R1-7.2	Low Density Residential
27527111	0.2	R1-7.2	Low Density Residential
27527112	0.2	R1-7.2	Low Density Residential
27527113	0.2	R1-7.2	Low Density Residential
27527114	0.2	R1-7.2	Low Density Residential
27527115	0.2	R1-7.2	Low Density Residential
27527116	0.2	R1-7.2	Low Density Residential
27527117	0.2	R1-7.2	Low Density Residential
27527201	0.2	R1-7.2	Low Density Residential
27527202	0.2	R1-7.2	Low Density Residential
27527203	0.2	R1-7.2	Low Density Residential
27527204	0.2	R1-7.2	Low Density Residential
27527205	0.2	R1-7.2	Low Density Residential
27527207	0.2	R1-7.2	Low Density Residential
27527211	0.2	R1-7.2	Low Density Residential
27527212	0.2	R1-7.2	Low Density Residential
27527213	0.2	R1-7.2	Low Density Residential
27527214	0.2	R1-7.2	Low Density Residential
27527215	0.2	R1-7.2	Low Density Residential
27527216	0.2	R1-7.2	Low Density Residential
27527217	0.2	R1-7.2	Low Density Residential
27527218	0.2	R1-7.2	Low Density Residential

27527219	0.2	R1-7.2	Low Density Residential
27527301	0.2	R1-7.2	Low Density Residential
27527302	0.2	R1-7.2	Low Density Residential
27527303	0.2	R1-7.2	Low Density Residential
27527304	0.2	R1-7.2	Low Density Residential
27527305	0.2	R1-7.2	Low Density Residential
27527306	0.2	R1-7.2	Low Density Residential
27527307	0.2	R1-7.2	Low Density Residential
27527308	0.2	R1-7.2	Low Density Residential
27527309	0.2	R1-7.2	Low Density Residential
27527310	0.2	R1-7.2	Low Density Residential
27527313	0.2	R1-7.2	Low Density Residential
27620247	0.5	BRSP-AP	Office Commercial
27620261	0.5	BRSP-AP	Office Commercial
27641127	1.7	R1-10 (AG Overlay)	Low Density Residential
27641128	0.7	R1-10 (AG Overlay)	Low Density Residential
27645134	2.2	R1-20 (AG Overlay)	Low Density Residential
116716107	0.4	R1-7.2	Low Density Residential
116716110	0.3	R1-7.2	Low Density Residential
116716112	0.3	R1-7.2	Low Density Residential
116716115	0.3	R1-7.2	Low Density Residential
116716116	0.1	R1-7.2	Low Density Residential
116716117	0.1	R1-7.2	Low Density Residential
116716118	0.2	R1-7.2	Low Density Residential
116716119	0.2	R1-7.2	Low Density Residential
116716122	0.8	R1-7.2	Low Density Residential
116716123	0.2	R1-7.2	Low Density Residential
116716124	0.3	R1-7.2	Low Density Residential
116716125	0.3	R1-7.2	Low Density Residential
116716126	0.3	R1-7.2	Low Density Residential
116716127	0.8	R1-7.2	Low Density Residential
116716131	0.6	R1-7.2	Low Density Residential
116716132	0.4	R1-7.2	Low Density Residential

116717101	0.5	R1-7.2	Low Density Residential
116717102	0.5	R1-7.2	Low Density Residential
116717103	0.7	R1-7.2	Low Density Residential
116717104	0.4	R1-7.2	Low Density Residential
116717105	1.2	R1-7.2	Low Density Residential
116717106	0.7	R1-7.2	Low Density Residential
116717107	0.2	R1-7.2	Low Density Residential
116717108	0.4	R1-7.2	Low Density Residential
116717109	2.7	R1-7.2	Low Density Residential
116717110	2.0	R1-7.2	Low Density Residential
116718108	0.7	CM	General Commercial
116718109	0.8	CM	General Commercial
116718110	0.2	CM	General Commercial
116718111	0.4	CM	General Commercial
116720103	2.6	R1-7.2	Low Density Residential
116720104	0.2	R1-7.2	Low Density Residential
116720105	0.2	R1-7.2	Low Density Residential
116720106	0.2	R1-7.2	Low Density Residential
116720107	0.2	R1-7.2	Low Density Residential
116720108	0.2	R1-7.2	Low Density Residential
116720109	0.2	R1-7.2	Low Density Residential
116720110	0.2	R1-7.2	Low Density Residential
116720111	0.3	R1-7.2	Low Density Residential
116720112	0.3	R1-7.2	Low Density Residential
116724101	1.1	R1-7.2	Low Density Residential
116724102	0.2	R1-7.2	Low Density Residential
116724103	0.4	R1-7.2	Low Density Residential
116724104	0.5	R1-7.2	Low Density Residential
116724105	0.5	R1-7.2	Low Density Residential
116724106	0.5	R1-7.2	Low Density Residential
116724107	0.8	R1-7.2	Low Density Residential
116724109	0.6	R1-7.2	Low Density Residential
116724110	0.4	R1-7.2	Low Density Residential

116724113	0.5	R1-7.2	Low Density Residential
116724115	0.5	R1-7.2	Low Density Residential
116724117	0.5	R1-7.2	Low Density Residential
116724118	0.5	R1-7.2	Low Density Residential
116724119	0.5	R1-7.2	Low Density Residential
116724154	0.7	R1-7.2	Low Density Residential
116724155	0.4	R1-7.2	Low Density Residential
116724156	0.2	R1-7.2	Low Density Residential
116725108	0.6	R1-7.2	Low Density Residential
116725109	0.7	R1-7.2	Low Density Residential
116725110	0.2	R1-7.2	Low Density Residential
116725111	0.2	R1-7.2	Low Density Residential
116725112	0.3	R1-7.2	Low Density Residential
116725113	0.2	R1-7.2	Low Density Residential
116725114	0.7	R1-7.2	Low Density Residential
116725118	0.2	R1-7.2	Low Density Residential
116725119	0.2	R1-7.2	Low Density Residential
116725120	0.3	R1-7.2	Low Density Residential
116725169	0.4	R1-7.2	Low Density Residential
116725171	0.9	R1-7.2	Low Density Residential
116727101	0.4	R1-7.2	Low Density Residential
116727102	0.5	R1-7.2	Low Density Residential
116727103	0.1	R1-7.2	Low Density Residential
116727110	0.5	R1-7.2	Low Density Residential
116727112	1.1	R1-7.2	Low Density Residential
116727167	0.5	R1-7.2	Low Density Residential
116727168	0.5	R1-7.2	Low Density Residential
116727169	0.2	R1-7.2	Low Density Residential
116727170	0.3	R1-7.2	Low Density Residential
116728101	4.5	R1-7.2	Low Density Residential
116728102	0.1	R1-7.2	Low Density Residential
	97.1		