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

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

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

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

CITY COUNCIL MEMBERS

ART BENNETT, MAYOR
BRIAN JOHSZ, VICE MAYOR
RAY MARQUEZ
CYNTHIA MORAN
PETER J. ROGERS

BENJAMIN MONTGOMERY
CITY MANAGER

MARK D. HENSLEY
CITY ATTORNEY

CHERYL BALZ
CITY CLERK
6:00 P.M. - CALL TO ORDER / ROLL CALL

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

2. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) Existing Litigation - WGP VELLANO, LLC v. City of Chino Hills, et. al., Case No. CIVDS1919371

3. Conference with real property negotiators pursuant to Government Code Section 54956.8, for price and terms of 1.4 acres located at the southwest corner of Eucalyptus and Peyton; APN: 1032-221-05; Benjamin Montgomery, Negotiator

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

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Elder Peter Chung, Good Shepherd Presbyterian Church

PRESENTATIONS

4. **RECOGNITION** - Recognition of San Bernardino County Sheriff's Department, Chino Hills Station, Deputy of the Year, Eileen Negron

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

5. **PUBLIC COMMENTS:** At this time members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council, whether or not the item appears on the agenda, except testimony on Public Hearing items must be provided during those hearings. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Clerk.

CONFLICT OF INTEREST ANNOUNCEMENTS: Council Member abstentions shall be stated at this time for recordation on the appropriate item.
CONSENT CALENDAR (9 ITEMS) - All matters listed on the Consent Calendar are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request the matter to be removed from the Consent Calendar for separate action. Removed consent items will be discussed immediately after the adoption of the balance of the Consent Calendar.

6. Approve Special and Regular City Council Meeting Minutes of February 20 and 25, 2020, respectively

7. Receive and file the City's Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for the period of February 12 through 25, 2020

8. Approve warrants and wires over $25,000 for period of February 13 through 26, 2020 in amount of $2,670,439.39


11. Approve SoftwareONE as a sole source provider of Microsoft Software and Office 365 User Licensing, waive competitive bidding procedures, and authorize City Manager to execute a three-year contract and related documents for purchase of licenses in amount not-to-exceed $208,941.76

12. Authorize execution of one-year agreement with SDI Presence, LLC, in amount not-to exceed $74,500, including two one-year renewal options, to assist in procurement of Land Management System

13. Adopt budget amendment resolution for Fiscal Year 2019-20 increasing Miscellaneous Grant Funds by $73,700 for California Department of Justice Tobacco Law Enforcement Grant, find exception to competitive bidding procedures, and authorize purchase order to National Visual Systems in amount of $44,177.50 for two Wanco Mini Hydraulic Matrix Boards

14. Award bid and contract to Layfield USA Corporation in amount of $194,036.00 and authorize City Manager to approve cumulative change orders up to ten percent ($19,403.60) of awarded contract amount for Reservoirs No. 1 and No. 4 Relining Project

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

15. Receive and file Coronavirus Disease 2019 (COVID-19) update

16. Discuss rescheduling of May 26, 2020 Budget Workshop and Council Meeting to Wednesday, May 27, 2020 due to conflict with high school graduation ceremonies
PUBLIC HEARING - This portion of the City Council Agenda is for all matters that legally require an opportunity for public input. Individual audience participation is encouraged and is limited to three minutes. Please complete and submit a speaker card to the City Clerk.

17. Introduce Ordinance entitled: "An Ordinance of the City of Chino Hills Amending Chapter 16.34 Parking and Loading of the Chino Hills Municipal Code" and determine the ordinance is exempt from review under California Environmental Quality Act - For first reading by title only - Waive further reading

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire

COUNCIL REPORTS

Vice Mayor Johsz

- Legislative Advocacy Committee

Council Member Ray Marquez

- League of California Cities Inland Empire Division
- San Bernardino County Transportation Authority Board
  - Southern California Regional Rail Authority Board
  - State Route 91 Advisory Committee
- Southern California Association of Governments Regional Council
  - Transportation Policy Committee

Council Member Moran

- Chino Valley Unified School District
- Omnitrans Board

Council Member Peter Rogers

- Chino Basin Desalter Authority Board
- Chino Basin Watermaster Board
- Chino Hills Community Foundation

COUNCIL COMMENTS


MINUTES

CITY COUNCIL
CITY OF CHINO HILLS

FEBRUARY 20, 2020
(DISTRICT 1 AND 4)
SPECIAL COMMUNITY MEETING

PRESENT: COUNCIL MEMBERS: BRIAN JOHSZ
RAY MARQUEZ

ABSENT: COUNCIL MEMBERS: ART BENNETT
CYNTHIA MORAN
PETER ROGERS

ALSO PRESENT: BENJAMIN MONTGOMERY, CITY MANAGER
CHERYL BALZ, CITY CLERK
BRANDON FONACIER, COMMUNITY RELATIONS ANALYST I
ROD HILL, ASSISTANT CITY MANAGER
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
ROBERT WELLS, VIDEO PRODUCTION TECHNICIAN

PRESENTERS: JOHN WALKER, CHIEF OF POLICE, CHINO HILLS POLICE
RYAN TURNER, DEPUTY, CHINO HILLS POLICE

CALL TO ORDER
Police Chief Walker called the meeting to order at 6:30 p.m. and introduced the elected
officials and executive staff in attendance.

QUALITY OF LIFE SERIES
Police Chief Walker and Deputy Turner provided statistics of Traffic, Theft, and Transients
which reflected the top three concerns within the City.

Deputy Turner provided a PowerPoint presentation about crime suppression, traffic
enforcement, and services of the Multiple Enforcement Team (MET), which is on file in
the City Clerk's office. Deputy Turner engaged the residents in breakout sessions with
members of the MET Team to discuss their individual needs.

The meeting recessed at 7:50 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK
APPROVED:
MINUTES
CITY COUNCIL
CITY OF CHINO HILLS
FEBRUARY 25, 2020
REGULAR MEETING

Mayor Bennett called the Closed Session to order at 5:30 p.m. and requested the Assistant City Clerk to call roll.

PRESENT: COUNCIL MEMBERS: ART BENNETT
BRIAN JOHSZ
RAY MARQUEZ
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: BENJAMIN MONTGOMERY, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY
LYNNAE SISEMORE, ASSISTANT CITY CLERK

PUBLIC COMMENTS
There were no public comments.

RECESS TO CLOSED SESSION
Mayor Bennett declared the meeting recessed at 5:30 p.m. for Closed Session. Assistant City Clerk Sisemore did not attend this portion of the meeting.

EXISTING LITIGATION
Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation - Natural Resources Defense Council, Inc. v. San Bernardino County; City of Chino Hills; City of Rancho Cucamonga; City of Redlands, San Bernardino County Superior Court Case No. CIVDS 1937969

PUBLIC EMPLOYMENT
Public Employment Performance Evaluation pursuant to Government Code Section 54957 - City Manager

CLOSED SESSION RECESS
Mayor Bennett recessed the Closed Session at 6:53 p.m.
CONVENE REGULAR MEETING AND ROLL CALL
Mayor Bennett called the regular meeting to order at 7:00 p.m.

PRESENT: COUNCIL MEMBERS:      ART BENNETT
                                        BRIAN JOHSZ
                                        RAY MARQUEZ
                                        CYNTHIA MORAN
                                        PETER ROGERS

ABSENT: COUNCIL MEMBERS:          NONE

ALSO PRESENT: BENJAMIN MONTGOMERY, CITY MANAGER
                  ELIZABETH CALCIANO, ASSISTANT CITY ATTORNEY
                  LYNNAE SISEMORE, ASSISTANT CITY CLERK
                  SCOTT ATKINSON, DEPUTY FIRE CHIEF, CHINO VALLEY FIRE
                  DEPARTMENT
                  DANIEL BOBADILLA, PUBLIC WORKS DIRECTOR
                  CHRISTA BUHAGIAR, FINANCE DIRECTOR
                  DENISE CATTERN, PUBLIC INFORMATION OFFICER
                  JESSICA CONTRERAS, DEPUTY CITY CLERK II
                  BRANDON FONACIER, COMMUNITY RELATIONS ANALYST I
                  ROD HILL, ASSISTANT CITY MANAGER
                  JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
                  JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
                  PAT O'BRIEN, LIEUTENANT, CHINO HILLS POLICE

PLEDGE OF ALLEGIANCE TO THE FLAG
Led by Steve Elie, Inland Empire Utilities Agency Board Director

INVOCATION
Led by Vice Mayor Brian Johsz

PRESENTATION

CITY TILE - PHYLLIS SO
Mayor Bennett presented a City Tile to Phyllis So for her years of service as
Accountant II from February 19, 1994 to February 28, 2020. Mayor Bennett thanked
Mrs. So for her 26 years of service and wished her well in her retirement. Mrs. So thanked
Council, her fellow colleagues, and staff for the acknowledgement and said she was
privileged to be part of a municipality that is supportive and dedicated to staff and the
community.

RECOGNITION - RUBEN S. AYALA HIGH SCHOOL VARSITY BOYS SOCCER TEAM
Mayor Bennett introduced Coaches Eric Long and Oscar Marin.

Mayor Bennett and Coaches Long and Marin presented Certificates of Recognition on
behalf of the City, Supervisor Hagman, Assemblyman Chen, Senator Chang and
Congressman Cisneros to the Ruben S. Ayala High School's Varsity Soccer Team as the
Palomares League Champions.
Players

Alex Anido  Jacob Aquayo  Ryder Kirkpatrick
Armaan McLeod  Jason Maurer  Sebastian Gomez*
Christopher Udo  Joey Sumner  Shane Nguyen
Cole Costa  Johnathan Guerrero  Thomas Calagna
Daniel Young  Kenneth Nwadike  Trevor Pham
Deniz Koseoglu  Lance Ward  Tristan McManus
Fabian Quintero  Nelson Orantes  Trisstian Hillenbrand
Gerardo Garibay  Nicholas Lagunas  Vidal Cabral
Hayden Caceres  Robert Lopez  Eric Long (Coach)
Isaiah Serrano  Rolando Perez  Oscar Marin (Coach)

*Not Present

Mayor Bennett thanked Coaches Long and Marin for leading their teams to an outstanding soccer season.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
There was no reportable action taken in Closed Session.

PUBLIC COMMENTS

Steve Elie, Inland Empire Utilities Agency (IEUA) Board Director, provided information on Proposition 218 IEUA sewer treatment pass through rates and stated that the next two years are set at three percent. He added that a study of the rates represents the three percent increase for the next two years and they do not predict rates too far into the future.

Sarah Evinger-Ramos, Vice President of the Chino Valley Independent Fire District, thanked all those that attended the First Annual Chino Valley Mayor’s breakfast on Wednesday, February 19th and stated that a lot of positive feedback was received.

Joe Schaffer, President of the Chino Valley Unified School District, provided a recap of Measures G and M, discussed the land-banking process for land on Ramona and Yorba in the City of Chino for a distribution center and district office building and announced the accreditation for Ayala High School for articulation courses for students to receive college credits at Universities.

Suzette Dang, representing Supervisor Curt Hagman’s office, announced that a document-shredding event will be held on Saturday, February 29th from 9:00 a.m. to noon in honor of National Consumer Protection Week at Montclair City Hall parking lot located at 5111 Benito Street.

Anthony Lombardo, resident, spoke on safety issues, and streetlight outages and the responsibility of Edison versus the City near Oakridge. Mr. Lombardo spoke during the Public Hearing portion of the meeting during the Municipal Code Amendment for Single Exhibition Event Temporary Sign Placement in error. Mayor Bennett directed the Assistant City Clerk to document Mr. Lombardo’s comments in the Public Comment portion of the minutes.
CONFLICT OF INTEREST ANNOUNCEMENTS
There were no conflict of interest announcements to record.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR
Assistant City Clerk Sisemore stated that Item No. 7, the Quality of Life Meeting Minutes for February 20th were not included on the agenda because the meeting occurred simultaneously when the agenda packet was being posted and that they will be included on the next agenda, and stated that the Notice of Completion for Item No. 14 was not included in the agenda packet but has been distributed to Council, Staff, and is in the public binder.

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

MINUTES
The City Council approved the February 11, 12, 13, 18, and 19, 2020, Regular and Special City Council Meeting Minutes, respectively, as presented.

WARRANT REGISTERS
The City Council approved Warrant Registers and Wires over $25,000 for the period of January 30 through February 12, 2020, in an amount of $2,532,091.27, as presented.

FINANCIAL REPORT AND SECOND QUARTER BUDGET REVIEW - RESOLUTION ADOPTED
The City Council (1) received and filed the Monthly Financial Report for the month ended December 31, 2019, as presented; (2) ratified the City Manager budget amendments for Fiscal Year 2019-20 totaling $89,971.33; and (3) adopted Resolution No. 2020R-013, of the City Council of the City of Chino Hills, California, Adopting a Budget Amendment for Fiscal Year 2019-20 Increasing the Budget in Various Funds by $627,117.00 for Adjustments Based on the Second Quarter Budget Review.

MUNICIPAL CODE UPDATES - CITY WIDE OPEN SPACE AND PARK AND RECREATIONAL FACILITIES USE REGULATIONS - ORDINANCES ADOPTED
The City Council adopted (1) Ordinance No. 350, of the City of Chino Hills, Repealing and Replacing Chapter 12.32 City-Owned Open Space Use Regulations in its Entirety; and (2) Ordinance No. 351, of the City of Chino Hills, Repealing and Replacing Chapter 12.40 Park and Recreational Facilities Use Regulation in its Entirety, as amended to revise open space, parks, and facility regulations substantially - Second Reading (Introduced February 11, 2020)

ADMINISTRATIVE POLICES AND PROCEDURE MANUAL UPDATES
The City Council (1) approved the updates to the Administrative Policies and Procedures Manual for the following policies:
- Section 1.6 - Appointment of Chairs and Vice Chairs for all Boards and Commissions
- Section 9.1 - Injury & Illness Prevention Program
- Section 9.2 - Hazard Communication Program;
(2) reinserted Safety Policies into Section 9 of the Manual; and (3) renamed Section 6 "Miscellaneous" to "Information Technology", and move "E-mail Use" and "Mobile Communication Device" Policies into Section 6 of the Manual.

**AWARD BID AND CONTRACT - PIPELINE AVENUE (BETWEEN CHINO HILLS PARKWAY AND GLEN RIDGE DRIVE) PAVEMENT REHABILITATION PROJECT**
The City Council (1) awarded a bid and Agreement No. A2020-028 to All American Asphalt, in the amount of $219,894 for the Pipeline Avenue (between Chino Hills Parkway and Glen Ridge Drive) Pavement Rehabilitation Project; (2) authorized staff to issue a Notice of Award; (3) authorized staff to accept the performance and payment bonds, proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of same; and (4) authorized the City Manager, at his discretion, to approve cumulative change orders up to ten percent ($21,989) of the awarded contract amount.

**AWARD BID AND CONTRACT - PIPELINE AVENUE (BETWEEN VALLE VISTA DRIVE TO BAYBERRY DRIVE) PAVEMENT REHABILITATION PROJECT**
The City Council (1) awarded a bid and Agreement No. A2020-029 to Hardy and Harper, Inc., in the amount of $208,810 for the Pipeline Avenue (between Valle Vista Drive to Bayberry Drive) Pavement Rehabilitation Project; (2) authorized staff to issue a Notice of Award; (3) authorized staff to accept the performance and payment bonds, proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of same; and (4) authorized the City Manager, at his discretion, to approve cumulative change orders up to ten percent ($20,881) of the awarded contract amount.

**NOTICE OF COMPLETION - LOS SERRANOS STREETLIGHT IMPROVEMENT PROJECT**
The City Council (1) accepted the Los Serranos Streetlight Improvement Project by Barnes Electric, Inc., as complete; (2) authorized the City Clerk to cause the Notice of Completion to be recorded; (3) authorized the release of retention monies in the amount of $6,823.48, forty-five days after acceptance of the work by the City Council; (4) authorized the release of any remaining encumbrance after payment of retention; and (5) authorized the release of Labor and Materials Bond seven months after project acceptance.

**CHANGE ORDER NO. 4 - SCADA SYSTEM UPGRADE PROJECT - RESOLUTION ADOPTED**
The City (1) adopted Resolution No. 2020R-014, of the City Council of the City of Chino Hills, California, Adopting a Budget Amendment for Fiscal Year 2019-20 Increasing the Supervisory Control & Data Acquisition (SCADA) System Upgrade Project in an Amount of $100,000 and Decreasing the Butterfield Ranch Lift Station Project in the Amount of $100,000; and (2) approved Change Order No. 4 to Agreement No. A2019-139 with CDM Constructors, Inc., in the amount of $44,348 for additional work related to the Supervisory Control & Data Acquisition (SCADA) System Upgrade Project.

**GRANT FUNDS - RIDGEVIEW TRAIL PROJECT - RESOLUTION ADOPTED**
The City Council (1) found that the proposed project at Ridgeview Trail to improve 4,800 linear feet of asphalt trail along the 2.6 mile Ridgeview Trail Loop is exempt under the California Environmental Quality Act; (2) adopted Resolution No. 2020R-015 of the City Council of the City of Chino Hills, California, Approving the Application for Grant Funds
from the Recreational Trails Program; and (3) authorized the City Manager, or his
designee, to act as an agent to execute and submit all documents necessary for the grant
application.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

DISCUSSION CALENDAR

TRANSPORTATION AD HOC COMMITTEE ESTABLISHED
City Manager Montgomery briefed the City Council on the staff report, which is on file in
the City Clerk's Office.

Mayor Bennett recommended that those sitting currently on various transportation
committees, Council Members Marquez and Moran be a part of this Ad Hoc Committee.

Council Member Rogers recommended Vice Mayor Johsz and Council Member Marquez
to serve.

Council Member Marquez added that it is important for this committee to work with
multiple agencies and formulate an action plan to work on the City's transportation needs.

Following discussion, a motion was made by Council Member Rogers and seconded by
Vice Mayor Johsz to appoint Vice Mayor Johsz and Council Member Marquez to the
newly formed Transportation Ad Hoc Committee to develop coordinated and
comprehensive policy, funding, and legislative advocacy recommendations to the City
Council.

Motion carried by electronic vote as follows:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PUBLIC HEARINGS

2019 CALIFORNIA FIRE CODE AND 2018 INTERNATIONAL FIRE CODE -
ORDINANCE ADOPTED
Assistant Community Development Director/Building Official Ward briefed the City
Council on the Fire Code Ordinance, which is on file in the City Clerk's Office.
Mayor Bennett opened the public hearing and asked if anyone wished to address the City Council on the matter. Hearing none, Mayor Bennett closed the Public Hearing.

Following discussion, a motion was made by Vice Mayor Johsz and seconded by Council Member Rogers to adopt **Ordinance No. 352 of the City of Chino Hills Adopting by Reference and Amending the 2019 Edition of the California Fire Code With Errata, and the 2018 International Fire Code Regulating and Governing the Safeguarding of Life and Property From Fire and Explosion Hazards, Hazardous Materials and From Conditions Hazardous to Life or Property in the Occupancy of Buildings and Premises; Providing for the Issuance of Permits and Collection of Fees; and Repealing and Replacing Chapter 8.16 of the City of Chino Hills Municipal Code in its Entirety - Second Reading (Introduced February 11, 2020)**

Motion carried by electronic vote as follows:

**AYES:** COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

**NOES:** COUNCIL MEMBERS: NONE

**ABSENT:** COUNCIL MEMBERS: NONE

**MUNICIPAL CODE AMENDMENT - SINGLE EXHIBITION EVENT TEMPORARY SIGN PLACEMENT - ORDINANCE INTRODUCED**

Planning Technician I Miller briefed the City Council on the staff report and PowerPoint Presentation, which is on file in the City Clerk’s Office.

Council Member Marquez asked if there is a conflict of interest if he is a licensed broker. Assistant City Calciano responded recusal is recommended.

Council Member Marquez recused himself from the discussion and vote on this item as he is a realtor and the item pertains to his business and left the dais at 7:43 p.m.

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

Christine Schachter, representing Tri-Counties Association of Realtors, spoke on recent proposed amendments, concerns of proposed changes, and requested to defer the approval. A letter outlined with concerns was provided and is on file in the City Clerk’s Office.

Mary Harman, 2020 President of Tri-Counties Association of Realtors, presented a visual demonstration of a rope stretched out 40 ft. to point out the hazard it would pose for individuals to try and read a sign that is 50 ft. away and requested the item be reviewed and requested more input from realtors.

Steve Olmos, realtor, spoke on cluttering of sign issues, and Open House signs left over at night that causes this issue.
Unknown speaker, Help-U-Sell Realty employee, stated his concerns with having the permit placed on both sides of a sign and the 50 ft. rule.

Hearing no further requests, Mayor Bennett closed the Public Hearing.

Discussion ensued, and Council Member Rogers asked if these questions were addressed at Planning Commission. Community Development Director Lombardo responded that the distance from intersections was recommended by the Engineering Department for visibility. She added that this amendment is not proposing to change the 50 ft. distance and that the new changes were recommended by Code Enforcement to make it simpler for applicants.

Discussion continued on the measurement of the 50 ft. distance for the sign to the intersection and Community Development Director Lombardo added that the public can use the radius map on the City’s website to see a visual of each intersection.

Vice Mayor Johsz inquired if realtors were invited to the Planning Commission meeting to discuss their concerns. Community Development Director Lombardo responded yes and added a number of realtors attended. She stated the discussion included reducing the number of signs allowed from 15 to 10 based on observation; however, it was an issue of the realtors and the 15 limit was maintained.

Council Member Moran discussed signage at trailheads and asked for clarification on AB 1650 regarding brokers not having to disclose Real Estate or Broker License Number. Community Development Director Lombardo responded that the reason we want a Real Estate or Broker License Number to be included on the application and sign is because it is difficult to track and identify the owner of the sign. Planning Technician I Miller added that it is a requirement of the California Business and Professional Code and California Code of Regulations that it must be printed on the sign.

Following discussion, a motion was made by Council Member Rogers and seconded by Vice Mayor Johsz to (1) introduce an Ordinance entitled: An Ordinance of the City of Chino Hills, Amending Section 16.38.043 of the Chino Hills Municipal Code regarding temporary signs placed in connection with a single exhibition event; and (2) determine that the Ordinance is Exempt from Review Under the California Environmental Quality Act for first reading by title only and waiving further reading.

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: JOHSZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: BENNETT

ABSENT: COUNCIL MEMBERS: MARQUEZ
BY RECUSAL:

Council Member Marquez returned to the dais at 8:06 p.m.
PUBLIC INFORMATION OFFICER REPORT

Public Information Officer Cattern announced the following events:

- Soquel Canyon Parkway Ramp Improvement southbound off-ramp complete closure through Friday, February 28th to 3:00 p.m. The traffic signal at the off-ramp will be off on Thursday, February 27th for six hours.
- Census Bureau is the process of finalizing office hours for Census 101 training at City Hall and provide outreach to residents regarding the importance of the Census.
- Vote-By-Mail Ballots can be dropped off at the City Clerk’s Office during normal business hours and until 8:00 p.m. on the day of the election, March 3rd.
- Water Conservation Design-A-Sign Contest open to students from Kindergarten to 12th Grade. Entries are due by Friday, March 20th. For more information visit the City's website at: www.chinohills.org/designasign.

SAFETY UPDATES - Police and Fire

Police: Lieutenant O'Brien thanked those that attended the second annual Quality of Life Meetings held on February 18th (District 3 and 5), 19th (District 2), and 20th (District 1 and 4) that were held at the Community Center with priorities focused on traffic and theft and a third item added regarding soliciting. He announced preliminary dates for the next Neighborhood Watch Meeting series on May 13th (9:00 a.m. and 6:00 p.m.) and May 14th (6:00 p.m.).

Fire: Deputy Fire Chief Atkinson spoke on the honoring of Firefighters killed in the Porterville Fire (Captain Figueroa and Firefighter Jones), Heart Safe Community and the increase of cardiac arrest survival rates in the Chino Valley, and announced the Chino Valley Fire Foundation’s Saint Paddy’s Fest on March 7th at the Shoppes at Chino Hills and tickets can be purchased through the Chino Hills Fire Foundation.

COUNCIL REPORTS

CHINO VALLEY INDEPENDENT FIRE BOARD DISTRICT
Mayor Bennett attended the Chino Valley Independent Fire Board District meeting and stated that they discussed business items.

WEST VALLEY MOSQUITO VECTOR CONTROL DISTRICT
Vice Mayor Johsz attended the West Valley Mosquito Vector Control District meeting and stated that the District received an award for pesticide management and the bulk of the meeting was in closed session.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY METRO VALLEY COMMITTEE
Council Member Marquez attended the San Bernardino County Transportation Authority Metro Valley Committee meeting and stated they discussed the budget for Fiscal Year 2020-21 and they approved State Route 60 at Central Avenue Cooperative Agreement with City of Chino and Caltrans and the updated cost is $33.6 million for the off-ramp.
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY TRANSIT COMMITTEE

Council Member Marquez attended the San Bernardino Authority Transit Committee meeting and stated they discussed the Redlands passenger rail project, parking lot and detention basin with possible land swap, and received a transit operators update for the Fiscal Year.

SOUTHERN CALIFORNIA POLICY COMMITTEE RAIL AUTHORITY

Council Member Marquez attended the Southern California Regional Rail Authority (Metrolink) meeting and stated they discussed enhancing safety and security along rail right-of-way with fencing, signed a contract for on-call services for fuel and biohazards, and updated the early warning earthquake system called Shake Alert.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Council Member Moran attended the Chino Valley Unified School District meeting and commented on a school related issue. The California State Auditor released their findings of an audit of the California State Lottery. She emphasized that lotteries were created in 1984 to provide additional monies to benefit education; however, the audit reviewed the allocation to education and found that the lottery has not provided required funding to education.

COUNCIL COMMENTS

Rogers: Council Member Rogers thanked staff and the Sheriff's Department for hosting the second annual Quality of Life Meetings held on February 18th (District 3 and 5), 19th (District 2), and 20th (District 1 and 4) that were held at the Community Center.

Marquez: Council Member Marquez attended Southern California of Associated Governments (SCAG) Legislative two-day trip to Sacramento and stated they met with State Senators and Assembly Members about homelessness, CEQA reform, and Regional Housing Needs Assessment (RHNA) transferring or trading of 3720 units. He discussed safety concerns at Los Serranos Park and asked Public Works Director Bobadilla to look at the restrooms at the location. Mr. Bobadilla responded his concern was taken care of that day. Lastly, he attended a RHNA SCAG meeting called the Bailey Plan that is moving to forward to the regional council.

Moran: Council Member Moran spoke on simultaneous projects at Pine Ave and Soquel Canyon. Public Works Director Bobadilla reminded residents that the City is in charge of the Pine Avenue Project and CalTrans is in charge of the Soquel Canyon Project and added that they are both working together to ensure no conflicts. She asked City Manager Montgomery to explain pet adoptions and subsidized fees. City Manager Montgomery responded that Inland Valley Humane Society lowers the fee to $0 for animals that originated in Chino Hills. She requested promoting this service to the residents. Lastly, she commended the success of Student Government Day.

Johsz: Vice Mayor Johsz commended and thanked staff for the First Annual Chino Valley Mayor’s Prayer breakfast, thanked staff and Sheriff's Department for hosting the second annual Quality of Life Meetings held on February 18th (District 3 and 5), 19th (District 2), and 20th (District 1 and 4) that were held at the Community Center, and noted that he
attended the Pony League Opening Day. Lastly, he announced the Chino Hills and Canyon Hills Little League Opening Day on March 7th.

**Bennett:** Mayor Bennett recognized Fire Board members Evinger-Ramos and DeMonico, Suzette Dang from the Supervisor Curt Hagman's Office and School Board President Joe Schaffer, Steve Elie Board Director of Inland Empire Utilities Agency (IEUA) and students from Don Lugo and Ayala High School for attending the Council meeting. Lastly, thanked staff for the First Annual Chino Valley Mayor’s prayer breakfast.

**ADJOURN IN MEMORIAM AND IN HOPE**
Mayor Bennett adjourned the meeting at 8:27 p.m. in tribute and honor of those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great.

Respectfully submitted,

LYNNAE SISEMORE, ASSISTANT CITY CLERK

APPROVED:
COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER
ITEM NO:7
SUBJECT: CITY OFFICIAL REPORT

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

BACKGROUND/ANALYSIS:
In accordance with Government Code Section 53232.2 and 53232.3, implementing Assembly Bill 1234 (AB 1234) effective January 1, 2006, the City's Travel, Training and Meetings Policy was amended to reflect those changes. The City Official Report provides a brief report regarding the purpose and subject matter of meetings for the period of February 12 through February 25, 2020.

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

FISCAL IMPACT:
Travel, Training and Meeting expenses are included with the City's adopted budget for Fiscal Year 2019-20.

Respectfully Submitted,
Benjamin Montgomery
City Manager

Recommended By:
Cheryl Balz
City Clerk

Attachments City Official Report
CITY OF CHINO HILLS
COUNCIL TRAVEL EXPENSE REPORT

Reported by: City Clerk’s Office

Reporting Period: February 12 to February 25, 2020

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Event</th>
<th>Participants</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 18-19, 2020</td>
<td>Southern California Association of Government Legislative Summit (SCAG paid for a majority of the travel)</td>
<td>Ray Marquez</td>
<td>Summit Attendance</td>
</tr>
</tbody>
</table>
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER
ITEM NO: 8
SUBJECT: WARRANT REGISTERS

RECOMMENDATION:
Approve warrants and wires over $25,000 totaling $2,670,439.39 for the period of February 13 through February 26, 2020.

BACKGROUND/ANALYSIS:
A listing of warrants and wire transfers reflecting payments over $25,000 are regularly submitted for City Council review and approval as an agenda item at each City Council meeting. During the period of February 13 through February 26, 2020, payments in excess of $25,000 have been issued totaling $2,670,439.39 (see attached).

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

FISCAL IMPACT:
The cash held by the City's various funds, including the General Fund, is reduced as a result of paying the City's budgeted expenditures.

Respectfully Submitted, Recommended By:

Benjamin Montgomery
City Manager

Christa Buhagiar
Finance Director

Attachments
Warrants Over $25,000
Outgoing Wire Transfers Over $25,000
# Warrants Over $25,000

**From 2/13/2020 to 2/26/2020**

<table>
<thead>
<tr>
<th>CHECK #</th>
<th>CHECK DATE</th>
<th>VENDOR NAME</th>
<th>INVOICE #</th>
<th>DESCRIPTION</th>
<th>RETENTION</th>
<th>INVOICE AMT</th>
</tr>
</thead>
<tbody>
<tr>
<td>100925</td>
<td>2/19/2020</td>
<td>HENSLEY LAW GROUP</td>
<td>8495</td>
<td>NOV19 LEGAL SERVICES</td>
<td></td>
<td>45,937.64</td>
</tr>
<tr>
<td>100927</td>
<td>2/19/2020</td>
<td>INLAND EMPIRE UTILITIES AGENCY</td>
<td>8441</td>
<td>NOV19 BASIN RECHARGE</td>
<td></td>
<td>63,028.90</td>
</tr>
<tr>
<td></td>
<td>2/19/2020</td>
<td>INLAND EMPIRE UTILITIES AGENCY</td>
<td>8442</td>
<td>DEC19 RECYCLED WATER CHARGES</td>
<td></td>
<td>21,339.50</td>
</tr>
<tr>
<td>100937</td>
<td>2/19/2020</td>
<td>T.E. ROBERTS, INC.</td>
<td>8551</td>
<td>JAN20 SADDLE REPLACEMENT-PHASE 2</td>
<td>(9,960.70)</td>
<td>199,214.00</td>
</tr>
<tr>
<td>100953</td>
<td>2/26/2020</td>
<td>BRAVO SIGN &amp; DESIGN, INC.</td>
<td>8587</td>
<td>AUG/FEB20 MILITARY MONUMENT @ COMM CTR A2019-167</td>
<td>(3,030.50)</td>
<td>60,610.00</td>
</tr>
<tr>
<td>403198</td>
<td>2/19/2020</td>
<td>CHINO VALLEY UNIFIED SCHOOL DISTRICT</td>
<td>8418</td>
<td>8/11-12/14/19 SCHOOL CROSS GRD SVC A2019-185</td>
<td></td>
<td>41,230.34</td>
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<tr>
<td>403199</td>
<td>2/19/2020</td>
<td>CITIZENS BUSINESS BANK</td>
<td>8508</td>
<td>AUG/SEPI9 RETENTION PMT/AGRMT A2019-146</td>
<td></td>
<td>43,712.10</td>
</tr>
<tr>
<td></td>
<td>2/19/2020</td>
<td>CITIZENS BUSINESS BANK</td>
<td>8509</td>
<td>OCT/NOV RETENTION PMT/AGRMT A2019-146</td>
<td></td>
<td>740.00</td>
</tr>
<tr>
<td>403200</td>
<td>2/19/2020</td>
<td>CITY OF CHINO</td>
<td>8404</td>
<td>HUMAN SERVICES 7/1-12/31/19</td>
<td></td>
<td>63,298.07</td>
</tr>
<tr>
<td>403214</td>
<td>2/19/2020</td>
<td>MONTE VISTA WATER DISTRICT</td>
<td>8493</td>
<td>JAN20 GROUNDWATER DELIVERIES</td>
<td></td>
<td>8,511.91</td>
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<tr>
<td></td>
<td>2/19/2020</td>
<td>MONTE VISTA WATER DISTRICT</td>
<td>8494</td>
<td>JAN20 WATER DELIVERIES</td>
<td></td>
<td>280,093.44</td>
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<tr>
<td>403228</td>
<td>2/19/2020</td>
<td>SBCERA</td>
<td>8506</td>
<td>PP 03/20 PAYROLL DEDUCTIONS</td>
<td></td>
<td>260,924.53</td>
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<tr>
<td>403240</td>
<td>2/21/2020</td>
<td>REPUBLIC WASTE SVCS OF SO. CALIF.</td>
<td>8582</td>
<td>JAN20 REFUSE CONTRACT SERVICES</td>
<td></td>
<td>475,387.24</td>
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<tr>
<td>403247</td>
<td>2/26/2020</td>
<td>ATHENS SERVICES</td>
<td>8518</td>
<td>JAN20 STREET SWEEPING SERVICES</td>
<td></td>
<td>13,777.57</td>
</tr>
<tr>
<td></td>
<td>2/26/2020</td>
<td>ATHENS SERVICES</td>
<td>8719</td>
<td>NOV19 STREET SWEEPING SERVICES</td>
<td></td>
<td>12,125.66</td>
</tr>
</tbody>
</table>

**CHECK TOTALS**

- $45,937.64
- $63,028.90
- $21,339.50
- $41,230.34
- $43,712.10
- $740.00
- $63,298.07
- $8,511.91
- $280,093.44
- $260,924.53
- $475,387.24
- $13,777.57
- $12,125.66
- $25,903.23
Warrants Over $25,000
From 2/13/2020 to 2/26/2020

<table>
<thead>
<tr>
<th>CHECK #</th>
<th>CHECK DATE</th>
<th>VENDOR NAME</th>
<th>INVOICE #</th>
<th>DESCRIPTION</th>
<th>RETENTION</th>
<th>INVOICE AMT</th>
</tr>
</thead>
<tbody>
<tr>
<td>403249</td>
<td>2/26/2020</td>
<td>BANNER BANK-ESCROW #1407</td>
<td>8792</td>
<td>NOV/JAN20 RETENTION PMT#02 TO BANK A2019-161</td>
<td>49,181.98</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHECK TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$49,181.98</td>
</tr>
<tr>
<td>403257</td>
<td>2/26/2020</td>
<td>CORE &amp; MAIN LP</td>
<td>8620</td>
<td>JAN20 WATER METERS AND SUPPLIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHECK TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$33,453.36</td>
</tr>
<tr>
<td>403319</td>
<td>2/26/2020</td>
<td>R.J. NOBLE COMPANY</td>
<td>8664</td>
<td>NOV/JAN20 SOQUEL CYN PAVEMENT REHAB PH#1 A2019-161</td>
<td>(49,181.98)</td>
<td>983,639.60</td>
</tr>
<tr>
<td></td>
<td>CHECK TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$934,457.62</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,594,032.66</td>
</tr>
</tbody>
</table>
## City of Chino Hills
### Outgoing Wire Transfers Over $25,000
#### From 2/13/20 to 2/26/20

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>VENDOR NAME</th>
<th>DESCRIPTION</th>
<th>WIRE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/19/20</td>
<td>FEDERAL EFTPS</td>
<td>PAYROLL TAX TRANSFER - FEDERAL</td>
<td>76,406.73</td>
</tr>
</tbody>
</table>

Vendor Total $76,406.73

Grand Total $76,406.73
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
DATE: MARCH 10, 2020
FROM: CITY MANAGER
ITEM NO: 9
SUBJECT: INVESTMENT REPORT FOR JANUARY 2020

RECOMMENDATION:
Receive and file the Investment Report for the month ended January 31, 2020

BACKGROUND/ANALYSIS:
The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity, and yield. The City currently utilizes Chandler Asset Management, who uses an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City's investment goals. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. The Fiscal Year 2019-20 Investment Policy was last revised and adopted by the City Council on March 26, 2019. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. On January 31, 2020, the City's investment portfolio had a market value of $236,522,351.

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

FISCAL IMPACT:
None.

Respectfully Submitted,

Benjamin Montgomery
City Manager

Recommended By:

Christa Buhagiar
Finance Director

Attachments January 2020 Investment Report
City of Chino Hills
Investment Report
For the Month Ended January 31, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Value</th>
<th>Book Yield</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>$2,595,033</td>
<td>$2,595,033</td>
<td>0.00%</td>
<td>n/a</td>
<td>1.10%</td>
</tr>
<tr>
<td>Citizens Business Bank - Checking</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>Citizens Business Bank - Payroll</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>Citizens Business Bank - Certificate of Deposit</td>
<td>456,218</td>
<td>456,218</td>
<td>0.66%</td>
<td>4/29/2020</td>
<td>0.19%</td>
</tr>
<tr>
<td>Citizens Business Bank - Credit Card</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>State of California Local Agency Investment Fund (LAIF)</td>
<td>15,243,736</td>
<td>15,270,722</td>
<td>1.97%</td>
<td>n/a</td>
<td>6.46%</td>
</tr>
<tr>
<td>Los Angeles County Investment Pool (LACIP) *</td>
<td>10,832</td>
<td>10,832</td>
<td>1.83%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

Investments - US Bank / Chandler Asset Management

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Value</th>
<th>Yield</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset-Backed Securities</td>
<td>15,630,344</td>
<td>15,744,484</td>
<td>2.32%</td>
<td>See attached</td>
<td>6.66%</td>
</tr>
<tr>
<td>Federal Agencies</td>
<td>63,185,059</td>
<td>64,333,161</td>
<td>1.94%</td>
<td>See attached</td>
<td>27.20%</td>
</tr>
<tr>
<td>Collateralized Mortgage Obligation</td>
<td>15,300,271</td>
<td>15,715,211</td>
<td>2.77%</td>
<td>See attached</td>
<td>6.64%</td>
</tr>
<tr>
<td>Corporate</td>
<td>56,348,979</td>
<td>59,792,444</td>
<td>2.65%</td>
<td>See attached</td>
<td>25.28%</td>
</tr>
<tr>
<td>Money Market Funds</td>
<td>855,676</td>
<td>855,676</td>
<td>1.02%</td>
<td>n/a</td>
<td>0.36%</td>
</tr>
<tr>
<td>Municipal Bonds</td>
<td>2,511,391</td>
<td>2,527,693</td>
<td>1.91%</td>
<td>See attached</td>
<td>1.07%</td>
</tr>
<tr>
<td>Supranational</td>
<td>5,340,925</td>
<td>5,547,491</td>
<td>2.83%</td>
<td>See attached</td>
<td>2.35%</td>
</tr>
<tr>
<td>US Treasury</td>
<td>40,550,304</td>
<td>41,205,786</td>
<td>1.85%</td>
<td>See attached</td>
<td>17.42%</td>
</tr>
</tbody>
</table>

Restricted Funds - Pension Stabilization Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Value</th>
<th>Market Yield to Maturity</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank</td>
<td>185,412</td>
<td>185,412</td>
<td>1.46%</td>
<td>n/a</td>
<td>0.08%</td>
</tr>
<tr>
<td>Cash</td>
<td>1,517</td>
<td>1,517</td>
<td>0.00%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>Mutual Funds - Equity</td>
<td>3,117,249</td>
<td>3,772,413</td>
<td>2.08%</td>
<td>n/a</td>
<td>1.59%</td>
</tr>
<tr>
<td>Mutual Funds - Fixed Income</td>
<td>3,510,134</td>
<td>3,698,371</td>
<td>2.67%</td>
<td>n/a</td>
<td>1.56%</td>
</tr>
</tbody>
</table>

Funds Held by Fiscal Agents

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Value</th>
<th>Market Yield to Maturity</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank</td>
<td>1,120,375</td>
<td>1,120,375</td>
<td>1.84%</td>
<td>8/30/2021</td>
<td>0.47%</td>
</tr>
<tr>
<td>U.S. Bank N.A. Certificate of Deposit Fund</td>
<td>451,598</td>
<td>455,314</td>
<td>1.81%</td>
<td>8/13/2020</td>
<td>0.19%</td>
</tr>
<tr>
<td>U.S. Bank N.A. Certificate of Deposit Fund</td>
<td>981,750</td>
<td>981,750</td>
<td>1.95%</td>
<td>12/29/2023</td>
<td>0.42%</td>
</tr>
<tr>
<td>First AmericanTreasury Obligations Fund Class D</td>
<td>2,252,448</td>
<td>2,252,448</td>
<td>1.03%</td>
<td>n/a</td>
<td>0.96%</td>
</tr>
</tbody>
</table>

Total Investment Portfolio $231,649,251   $236,522,351  100.00%

Blended Yield of Cash and Investments * 2.21%

<table>
<thead>
<tr>
<th>Benchmarks:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>LAIF</td>
<td>1.97%</td>
<td>1.97%</td>
<td>1.97%</td>
<td>1.97%</td>
</tr>
<tr>
<td>LACIP *</td>
<td>1.83%</td>
<td>1.83%</td>
<td>1.83%</td>
<td>1.83%</td>
</tr>
<tr>
<td>6mo U.S. Treasury</td>
<td>1.54%</td>
<td>1.54%</td>
<td>1.54%</td>
<td>1.54%</td>
</tr>
<tr>
<td>2yr U.S. Treasury</td>
<td>1.33%</td>
<td>1.33%</td>
<td>1.33%</td>
<td>1.33%</td>
</tr>
<tr>
<td>5yr U.S. Treasury</td>
<td>1.32%</td>
<td>1.32%</td>
<td>1.32%</td>
<td>1.32%</td>
</tr>
</tbody>
</table>

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:  
Toni Holle, Senior Account Technician

APPROVED BY:  
Christa Buhagiar, Finance Director

REVIEWED BY:  
Nicole Lugotoff, Accounting Supervisor
## City of Chino Hills
### Funds Held by Fiscal Agents Supplemental
#### For the Month Ended January 31, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Value</th>
<th>Market Value</th>
<th>Interest/ Yield to Maturity</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Water Revenue Bonds Series 2012 Bond Fund</td>
<td>$ 26</td>
<td>$ 26</td>
<td>1.05%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Water Revenue Bonds Series 2012 Reserve Fund</td>
<td>1,120,375</td>
<td>1,120,375</td>
<td>1.84%</td>
<td>8/30/2021</td>
<td>0.47%</td>
</tr>
<tr>
<td>U.S. Bank N.A. Certificate of Deposit Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Water Revenue Bonds Series 2012 Interest Account</td>
<td>23</td>
<td>23</td>
<td>1.02%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Water Revenue Bonds Series 2012 Principal Account</td>
<td>186</td>
<td>186</td>
<td>1.03%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Revenue Bonds CFD #1 Rolling Ridge Bond Fund</td>
<td>32</td>
<td>32</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Revenue Bonds CFD #2 Los Ranchos Bond Fund</td>
<td>21,011</td>
<td>21,011</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.01%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Revenue Bonds CFD #5 Soquel Canyon Bond Fund</td>
<td>69,660</td>
<td>69,660</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.03%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHFA Revenue Bonds CFD #5 Soquel Canyon Reserve</td>
<td>1,693,287</td>
<td>1,693,287</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.72%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td>68</td>
<td>68</td>
<td>1.03%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>CFD #6 (Carbon Canyon Area) Special Tax Series 2006 Bond Fund</td>
<td>10</td>
<td>10</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reassessment District 10-1 LOIB Redemption Fund</td>
<td>18,862</td>
<td>18,862</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.01%</td>
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<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Reassessment District 10-1 LOIB Reserve Fund</td>
<td>233,003</td>
<td>233,003</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.10%</td>
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<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #9 (Rincon Village Area) Special Tax Refunding Series 2011 Bond Fund</td>
<td>43,241</td>
<td>43,241</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.02%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>CFD #9 (Rincon Village Area) Special Tax Refunding Series 2011 Reserve</td>
<td>451,598</td>
<td>455,314</td>
<td>1.81%</td>
<td>8/13/2020</td>
<td>0.19%</td>
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<tr>
<td>U.S. Treasury Bill</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #9 (Rincon Village Area) Special Tax Refunding Series 2011 Interest</td>
<td>5</td>
<td>5</td>
<td>0.95%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #9 (Rincon Village Area) Special Tax Refunding Series 2011 Principal</td>
<td>100</td>
<td>100</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2010 Improvement</td>
<td>21</td>
<td>21</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2010 Bond Fund</td>
<td>33</td>
<td>33</td>
<td>1.03%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2010 Interest</td>
<td>33</td>
<td>33</td>
<td>1.05%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2010 Principal</td>
<td>98</td>
<td>98</td>
<td>1.04%</td>
<td>n/a</td>
<td>0.00%</td>
</tr>
<tr>
<td>First American Treasury Obligations Fund Class D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFD #10 (Fairfield Ranch) Special Tax Refunding Series 2010 Reserve</td>
<td>981,750</td>
<td>981,750</td>
<td>1.95%</td>
<td>12/29/2023</td>
<td>0.42%</td>
</tr>
<tr>
<td>U.S. Bank N.A. Certificate of Deposit Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Funds Held by Fiscal Agents**

$4,806,171 $4,809,887 2.04%
### Portfolio Summary

#### As of January 31, 2020

<table>
<thead>
<tr>
<th>Account Summary</th>
<th>Beg. Values as of 12/31/19</th>
<th>End Values as of 1/31/20</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Market Value</strong></td>
<td>204,077,242</td>
<td>205,721,946</td>
</tr>
<tr>
<td><strong>Accrued Interest</strong></td>
<td>972,983</td>
<td>980,897</td>
</tr>
<tr>
<td><strong>Total Market Value</strong></td>
<td>205,050,226</td>
<td>206,702,843</td>
</tr>
<tr>
<td><strong>Income Earned</strong></td>
<td>381,817</td>
<td>381,491</td>
</tr>
<tr>
<td><strong>Cont/WD</strong></td>
<td>-12,033</td>
<td></td>
</tr>
<tr>
<td><strong>Par</strong></td>
<td>200,972,387</td>
<td>201,348,945</td>
</tr>
<tr>
<td><strong>Book Value</strong></td>
<td>201,544,917</td>
<td>201,931,571</td>
</tr>
<tr>
<td><strong>Cost Value</strong></td>
<td>201,318,734</td>
<td>201,722,949</td>
</tr>
</tbody>
</table>

### Account Characteristics

- **Average Modified Duration**: 2.43
- **Average Coupon**: 2.29%
- **Average Purchase YTM**: 2.24%
- **Average Market YTM**: 1.55%
- **Average S&P/Moody Rating**: AA/Aa1
- **Average Final Maturity**: 2.74 yrs
- **Average Life**: 2.55 yrs

### Top Issuers

- Government of United States: 20.0%
- Federal National Mortgage Assoc: 14.3%
- Federal Home Loan Bank: 13.5%
- Federal Home Loan Mortgage Corp: 11.1%
- John Deere ABS: 2.8%
- Honda ABS: 1.9%
- State Street Bank: 1.6%
- Inter-American Dev Bank: 1.5%
- **Total**: 66.6%

### Sector Allocation

- **Agency**: 31.3%
- **Corporate**: 29.1%
- **US Treasury**: 20.0%
- **ABS**: 7.6%
- **CMO**: 7.6%
- **Supras**: 2.7%
- **Muni Bonds**: 1.2%
- **Money Mkt Fd**: 0.4%

### Maturity Distribution

#### Maturity (Yrs)

- 0 - 0.25: 0.4%
- 0.25 - 0.5: 0.9%
- 0.5 - 1: 5.9%
- 1 - 2: 27.7%
- 2 - 3: 25.3%
- 3 - 4: 15.7%
- 4 - 5: 23.9%
- 5+: 0%

### Credit Quality (S&P)

- **AA (58.9%)**: 21.7%
- **AAA (9.1%)**: 0%
- **NR (10.4%)**: 0%
- **A (21.7%)**: 0%
- **AA (9.1%)**: 0%

### Performance Review

#### Total Rate of Return

<table>
<thead>
<tr>
<th>City of Chino Hills</th>
<th>1M</th>
<th>3M</th>
<th>YTD</th>
<th>1YR</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICE BAML 1-3 Yr US Treasury/Agency Index*</td>
<td>0.87%</td>
<td>0.90%</td>
<td>0.87%</td>
<td>4.75%</td>
</tr>
</tbody>
</table>

*ICE BAML 1-3 Yr US Treasury/Agency Index to 7/31/12
# Statement of Compliance

## As of January 31, 2020

City of Chino Hills

Assets managed by Chandler Asset Management are in full compliance with state law and the Client’s investment policy.

<table>
<thead>
<tr>
<th>Category</th>
<th>Standard</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasury Issues</td>
<td>No Limitation</td>
<td>Complies</td>
</tr>
<tr>
<td>Agency Issues</td>
<td>25% max per Agency/GSE issuer; 20% max agency callable securities</td>
<td>Complies</td>
</tr>
<tr>
<td>Supranationals</td>
<td>&quot;AA&quot; rated or better by a NRSRO; 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (&quot;IBRD&quot;), the International Finance Corporation (&quot;IFC&quot;) or the Inter-American Development Bank (&quot;IADB&quot;)</td>
<td>Complies</td>
</tr>
<tr>
<td>Municipal Securities</td>
<td>&quot;A&quot; rating category or better by a NRSRO; 30% maximum; 5% max per issuer</td>
<td>Complies</td>
</tr>
<tr>
<td>Banker’s Acceptances</td>
<td>&quot;A1&quot; short-term rated or better by a NRSRO; or &quot;A&quot; long-term debt rated or better by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity</td>
<td>Complies</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>&quot;A-1&quot; rated or better by a NRSRO; &quot;A&quot; long-term issuer rated or better by a NRSRO; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. and have $500 million total assets; 10% max of the outstanding commercial paper of any single issuer.</td>
<td>Complies</td>
</tr>
<tr>
<td>Negotiable Certificates of Deposit</td>
<td>No rating required if amount of the NCD is insured up to the FDIC limit; if above FDIC insured limit, requires &quot;A-1&quot; short-term or &quot;A&quot; long-term rated issuer or higher by a NRSRO; 30% maximum; (inclusive of CDARS); 5% max per issuer</td>
<td>Complies</td>
</tr>
<tr>
<td>Time Deposits (TD)/Certificates of Deposit (CD)</td>
<td>20% maximum (combination of FDIC and Collateralized TDs/ CDs); For federally insured time deposits, amount per institution is limited to maximum covered under FDIC; Collateralized if in excess of insured amounts</td>
<td>Complies</td>
</tr>
<tr>
<td>Corporate Medium Term Notes</td>
<td>&quot;A&quot; rating category or better by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.</td>
<td>Complies</td>
</tr>
<tr>
<td>Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs; CMOs</td>
<td>&quot;AA&quot; rated or better by a NRSRO; 20% maximum (combined ABS, MBS, MPTs, CMOs); 5% max per issuer; Issuers not defined in sections 4 (U.S. Treasuries) and 5 (Federal Agencies) of the Authorized Investments section of the policy.</td>
<td>Complies</td>
</tr>
<tr>
<td>Mutual Fund &amp; Money Market Mutual Fund</td>
<td>Highest rating or &quot;AAA&quot; rated by two NRSROs; SEC registered adviser with AUM &gt;$500 million and experience &gt; 5 years; 20% maximum in Mutual Funds and Money Market Mutual Funds; 10% max per one Mutual Fund; 20% max per one Money Market Mutual Fund</td>
<td>Complies</td>
</tr>
<tr>
<td>LAIF</td>
<td>Maximum amount permitted by LAIF</td>
<td>Complies</td>
</tr>
<tr>
<td>LGIP</td>
<td>Los Angeles County Investment Pool (LACIP)</td>
<td>Complies</td>
</tr>
<tr>
<td>Repurchase Agreements</td>
<td>102% collateralized; 1 year max maturity</td>
<td>Complies</td>
</tr>
<tr>
<td>Prohibited</td>
<td>Inverse floaters, Range notes, Mortgage-derived, Interest-only strips; Zero interest accrual securities; Securities on margin; Reverse Repurchase Agreements; Foreign currency denominated securities; No credit union may act as selected depository institution under Section 53601.8 or Section 53635.8 for certificates of deposit</td>
<td>Complies</td>
</tr>
<tr>
<td>Max Callables</td>
<td>20% maximum callable securities (does not include &quot;make whole call&quot; securities)</td>
<td>Complies</td>
</tr>
<tr>
<td>Max Per Issuer</td>
<td>5% of portfolio (except U.S. Government, U.S. Agencies, Supranationals, Mutual Funds or Money Market Mutual Funds, LAIF, LACIP, or unless otherwise specified in the investment policy)</td>
<td>Complies</td>
</tr>
<tr>
<td>Maximum maturity</td>
<td>5 years</td>
<td>Complies</td>
</tr>
</tbody>
</table>
## Reconciliation Summary

**As of January 31, 2020**

### BOOK VALUE RECONCILIATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING BOOK VALUE</strong></td>
<td><strong>$201,544,916.85</strong></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
</tr>
<tr>
<td>+ Security Purchases</td>
<td>$6,087,605.25</td>
</tr>
<tr>
<td>+ Money Market Fund Purchases</td>
<td>$5,159,856.67</td>
</tr>
<tr>
<td>+ Money Market Contributions</td>
<td>$0.00</td>
</tr>
<tr>
<td>+ Security Contributions</td>
<td>$0.00</td>
</tr>
<tr>
<td>+ Security Transfers</td>
<td>$0.00</td>
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<tr>
<td><strong>Total Acquisitions</strong></td>
<td><strong>$11,247,461.92</strong></td>
</tr>
<tr>
<td><strong>Dispositions</strong></td>
<td></td>
</tr>
<tr>
<td>- Security Sales</td>
<td>$3,513,544.47</td>
</tr>
<tr>
<td>- Money Market Fund Sales</td>
<td>$5,065,260.53</td>
</tr>
<tr>
<td>- MMF Withdrawals</td>
<td>$12,033.32</td>
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<tr>
<td>- Security Withdrawals</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Security Transfers</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Other Dispositions</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Maturites</td>
<td>$2,025,000.00</td>
</tr>
<tr>
<td>- Calls</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Principal Paydowns</td>
<td>$266,005.33</td>
</tr>
<tr>
<td><strong>Total Dispositions</strong></td>
<td><strong>$10,881,843.65</strong></td>
</tr>
<tr>
<td><strong>Amortization/Accretion</strong></td>
<td></td>
</tr>
<tr>
<td>+/- Net Accretion</td>
<td>($4,074.54)</td>
</tr>
<tr>
<td><strong>Gain/Loss on Dispositions</strong></td>
<td></td>
</tr>
<tr>
<td>+/- Realized Gain/Loss</td>
<td>$25,110.12</td>
</tr>
<tr>
<td><strong>ENDING BOOK VALUE</strong></td>
<td><strong>$201,931,570.70</strong></td>
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### CASH TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>BEGINNING BALANCE</strong></td>
<td><strong>$773,113.35</strong></td>
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<tr>
<td><strong>Acquisition</strong></td>
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<tr>
<td>Contributions</td>
<td>$0.00</td>
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<tr>
<td>Security Sale Proceeds</td>
<td>$3,513,544.47</td>
</tr>
<tr>
<td>Accrued Interest Received</td>
<td>$24,047.69</td>
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<tr>
<td>Interest Received</td>
<td>$359,239.02</td>
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<tr>
<td>Dividend Received</td>
<td>$486.41</td>
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<td>Principal on Maturities</td>
<td>$2,025,000.00</td>
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<tr>
<td>Interest on Maturities</td>
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<tr>
<td>Calls/Redemption (Principal)</td>
<td>$0.00</td>
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<tr>
<td>Interest from Calls/Redemption</td>
<td>$0.00</td>
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<tr>
<td>Principal Paydown</td>
<td>$266,005.33</td>
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<tr>
<td><strong>Total Acquisitions</strong></td>
<td><strong>$6,188,322.92</strong></td>
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<td><strong>Dispositions</strong></td>
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</tr>
<tr>
<td>Withdrawals</td>
<td>$12,033.32</td>
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<tr>
<td>Security Purchase</td>
<td>$6,087,605.25</td>
</tr>
<tr>
<td>Accrued Interest Paid</td>
<td>$6,121.53</td>
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<tr>
<td><strong>Total Dispositions</strong></td>
<td><strong>$6,105,760.10</strong></td>
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<tr>
<td><strong>ENDING BOOK VALUE</strong></td>
<td><strong>$855,676.17</strong></td>
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## Holdings Report
**As of January 31, 2020**

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Security Description</th>
<th>Par Value/Units</th>
<th>Purchase Date</th>
<th>Book Yield</th>
<th>Cost Value</th>
<th>Mkt Price</th>
<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P</th>
<th>Fitch</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43811BAC8</td>
<td>Honda Auto Receivables Trust 2017-2 A3</td>
<td>816,988.82</td>
<td>04/27/2018</td>
<td>2.62%</td>
<td>804,287.20</td>
<td>99.98</td>
<td>816,858.77</td>
<td>0.40%</td>
<td>Aaa / AAA</td>
<td>1.54</td>
<td>0.36</td>
</tr>
<tr>
<td></td>
<td>1.68% Due 8/16/2021</td>
<td></td>
<td></td>
<td></td>
<td>811,059.99</td>
<td>1.73%</td>
<td>610.02</td>
<td>5,798.78</td>
<td>NR</td>
<td></td>
<td></td>
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<tr>
<td>47788BAD6</td>
<td>John Deere Owner Trust 2017-B A3</td>
<td>474,282.44</td>
<td>Various</td>
<td>2.73%</td>
<td>469,285.81</td>
<td>99.97</td>
<td>474,130.15</td>
<td>0.23%</td>
<td>Aaa / NR</td>
<td>1.71</td>
<td>0.30</td>
</tr>
<tr>
<td></td>
<td>1.82% Due 10/15/2021</td>
<td></td>
<td></td>
<td></td>
<td>471,752.67</td>
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<td>Market Value</td>
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<td>Moody/S&amp;P Fitch</td>
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<td>Duration</td>
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City of Chino Hills
Account #10150

Holdings Report
As of January 31, 2020
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<th>Par Value/Units</th>
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<th>Book Yield</th>
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<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
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<td>3137BYPQ7</td>
<td>FHLMC K726 A2 2.905% Due 4/25/2024</td>
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<td>04/22/2019</td>
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<td>NR / AAA</td>
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<td>Total CMO</td>
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<td>15,252,128.97</td>
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<td>Qualcomm Inc Note 2.25% Due 5/20/2020</td>
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<td>State Street Bank Note 2.55% Due 8/18/2020</td>
<td>1,750,000.00</td>
<td>01/21/2016</td>
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</table>
# City of Chino Hills

## Holdings Report

**As of January 31, 2020**

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Security Description</th>
<th>Par Value/Units</th>
<th>Purchase Date</th>
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<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P</th>
<th>Fitch</th>
<th>Maturity</th>
<th>Duration</th>
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<tbody>
<tr>
<td>594918BG8</td>
<td>Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020</td>
<td>1,025,000.00</td>
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<td>00440EAT4</td>
<td>Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020</td>
<td>2,475,000.00</td>
<td>Various</td>
<td>2,484,922.25</td>
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<td>2,483,724.38</td>
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<td>0.66</td>
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<td>92826CAB8</td>
<td>Visa Inc Callable Note Cont 11/14/2020 2.2% Due 12/14/2020</td>
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<td>1,845,865.00</td>
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<td>1,807,704.00</td>
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<td>30231GAV4</td>
<td>Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021</td>
<td>1,795,000.00</td>
<td>Various</td>
<td>1,815,422.45</td>
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<td>1,806,995.99</td>
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<td>369550BE7</td>
<td>General Dynamics Corp Note 3% Due 5/11/2021</td>
<td>2,390,000.00</td>
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<td>2,373,224.70</td>
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<td>22160KAJ4</td>
<td>Costco Wholesale Corp Callable Note Cont 4/18/2021 2.15% Due 5/18/2021</td>
<td>1,000,000.00</td>
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<td>1,005,170.00</td>
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<td>1,008,067.00</td>
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<td>594918BP8</td>
<td>Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021</td>
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<td>1,223,545.75</td>
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<td>1,225,554.93</td>
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<td>1.41</td>
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<td>68389XBK0</td>
<td>Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021</td>
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<td>Various</td>
<td>2,507,672.07</td>
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<td>2,575,724.27</td>
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<td>24422ETL3</td>
<td>John Deere Capital Corp Note 2.65% Due 1/6/2022</td>
<td>1,750,000.00</td>
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<td>1,777,457.50</td>
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<td>Toyota Motor Credit Corp Note 2.6% Due 1/11/2022</td>
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<td>2,464,204.46</td>
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<td>69353RF3E</td>
<td>PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022</td>
<td>2,365,000.00</td>
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<td>2,364,787.15</td>
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<td>2,410,996.89</td>
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<td>48128BAB7</td>
<td>JP Morgan Chase &amp; Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023</td>
<td>2,400,000.00</td>
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## Holdings Report

### As of January 31, 2020

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Security Description</th>
<th>Par Value/Units</th>
<th>Purchase Date Book Yield</th>
<th>Cost Value Book Value</th>
<th>Mkt Price Mkt YTM</th>
<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P Fitch</th>
<th>Maturity</th>
<th>Duration</th>
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<tbody>
<tr>
<td>24422ETG4</td>
<td>John Deere Capital Corp Note</td>
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<td>Boeing Co Callable Note Cont</td>
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<td>American Honda Finance Note</td>
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<td>753,693.85</td>
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<td>Paccar Financial Corp Note</td>
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<td>HSBC Holdings PLC Callable Note 1X</td>
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<td>Royal Bank of Canada Note</td>
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<td>2,547,845.00</td>
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<td>Caterpillar Finl Service Note</td>
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</table>

**Corporate**

- **Book Yield**: Yields are given in percentage terms.
- **Cost Value**: The book value of the investment.
- **Mkt Price**: The market price of the investment.
- **Mkt YTM**: The yield to maturity based on the market price.
- **Market Value**: The total market value of the investment.
- **% of Port. Gain/Loss**: Percentage gain or loss relative to the portfolio.
- **Moody/S&P Fitch**: Rating agencies and their ratings.
- **Maturity**: The date when the investment matures.
- **Duration**: The effective duration of the investment.
## Holdings Report

**As of January 31, 2020**

<table>
<thead>
<tr>
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<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P</th>
<th>Fitch</th>
<th>Duration</th>
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<td>US Bank NA Callable Note Cont</td>
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**MONEY MARKET FUND FI**

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<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P</th>
<th>Fitch</th>
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<tr>
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**MUNICIPAL BONDS**

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<th>Mkt Price Mkt YTM</th>
<th>Market Value</th>
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<th>Moody/S&amp;P</th>
<th>Fitch</th>
<th>Duration</th>
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<tbody>
<tr>
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<td>California St TE-GO</td>
<td>2,455,000.00</td>
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<tr>
<td>2.4% Due 10/1/2024</td>
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<td>19,427.11</td>
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<td>2,511,391.35</td>
<td>1.91%</td>
<td>2,508,265.44</td>
<td>1.74%</td>
<td>15,875.67</td>
<td>19,427.11</td>
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<td><strong>Total Municipal Bonds</strong></td>
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<td>1.74%</td>
<td>15,875.67</td>
<td>19,427.11</td>
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**SUPRANATIONAL**

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<th>Mkt Price Mkt YTM</th>
<th>Market Value</th>
<th>% of Port. Gain/Loss</th>
<th>Moody/S&amp;P</th>
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**US TREASURY**

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Chandler Asset Management - CONFIDENTIAL
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## Transaction Ledger

**As of January 31, 2020**

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<th>Amount</th>
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<th>Gain/Loss</th>
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## City of Chino Hills
### Account #10150

**Transaction Ledger**

*As of January 31, 2020*

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## Transaction Ledger

**City of Chino Hills**  
**Account #10150**

**As of January 31, 2020**

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| DISPOSITIONS    |                 |             |          |                                                     |        |               |         |                   |              |          |
| Closing Purchase| 01/29/2020      | 31846V401   | -724,904.45 | First American Govt Obligation MMKT Class-D         | 1.000  |               | -724,904.45 | 0.00               | -724,904.45 | 0.00     |
| Closing Purchase| 01/30/2020      | 31846V401   | -1,269,209.03 | First American Govt Obligation MMKT Class-D         | 1.000  |               | -1,269,209.03 | 0.00              | -1,269,209.03 | 0.00     |
| Subtotal         |                 |             |           |                                                     |        |               |         |                   | -1,994,113.48 | 0.00                | -1,994,113.48 | 0.00     |
| Sale             | 01/09/2020      | 3137EAEK1   | 950,000.00 | FHLMC Note 1.875% Due 1/17/2020                     | 100.227 | 1.61%         | 952,156.50 | 2,572.92          | 954,729.42  | 2,862.72 |
| Sale             | 01/10/2020      | 31846V401   | 1,535,087.40 | First American Govt Obligation MMKT Class-D         | 1.000  | 1.05%         | 1,535,087.40 | 0.00               | 1,535,087.40 | 0.00     |
| Sale             | 01/17/2020      | 912828N89   | 1,250,000.00 | US Treasury Note 1.375% Due 1/31/2021               | 99.773  | 1.60%         | 1,247,167.97 | 7,939.88          | 1,255,107.85 | -1,521.98 |
### City of Chino Hills
**Account #10150**

**Transaction Ledger**

*As of January 31, 2020*

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<th>CUSIP</th>
<th>Quantity</th>
<th>Security Description</th>
<th>Price</th>
<th>Acq/Disp Yield</th>
<th>Amount</th>
<th>Interest Pur/Sold</th>
<th>Total Amount</th>
<th>Gain/Loss</th>
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**As of January 31, 2020**

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Execution Time: 2/3/2020 8:08:10 PM
## City of Chino Hills
### Account #10150

#### Transaction Ledger

**As of January 31, 2020**

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Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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<th>01/31/2020 MARKET</th>
<th>01/31/2020 BOOK VALUE</th>
<th>% OF ASSET MARKET</th>
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Estimated Annual Income    | 180,188.84        |
## ASSET DETAIL

### Cash And Equivalents

#### Money Markets

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<th>Shares/Face Amount</th>
<th>Market Price/Unit</th>
<th>Book Value</th>
<th>Unrealized Gain/Loss</th>
<th>Adj Prior Market</th>
<th>Ending Accrual</th>
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**Total Money Markets**: 185,412.46  185,412.46  185,412.46  .00  185,412.46  233.56

#### Cash

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**Total Cash**: .00  1,516.60  1,516.60  .00  1,516.60  .00

#### Total Cash And Equivalents

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<th>Description</th>
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<th>Book Value</th>
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<th>Adj Prior Market</th>
<th>Ending Accrual</th>
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**Total Cash And Equivalents**: 185,412.46  186,929.06  186,929.06  .00  186,929.06  233.56

#### Mutual Funds

**Mutual Funds-Equity**

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<th>Book Value</th>
<th>Unrealized Gain/Loss</th>
<th>Adj Prior Market</th>
<th>Ending Accrual</th>
<th>Yield on Market</th>
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**Total Mutual Funds-Equity**: 3,497.000  1,130,370.28  842,394.06  287,976.22  1,030,740.75  .00  1.85
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<th>ADJ PRIOR MARKET/UNREALIZED GAIN/LOSS</th>
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ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.
## INCOME ACCRUAL DETAIL

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Total Trust Fees: - 1,970.01

Total Plan Expenses: - 1,970.01
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**Cash And Equivalents**

**Total First Am Govt Ob Fd Cl Z**

**Total Cash And Equivalents**

**Total Purchases**
# SALES AND MATURITIES

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# SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CHINO HILLS, AMENDING SECTION 16.38.043 OF THE CHINO HILLS MUNICIPAL CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council does hereby make the following findings of fact:

A. On June 18, 2015, the U.S. Supreme Court issued its opinion in the case of Reed v. Town of Gilbert (2015) 576 U.S., wherein the Court struck down several provisions of the town's sign ordinance that imposed different time, place and manner restrictions depending entirely on the communicative content of the sign. In response, staff initiated a review of all of the sign regulations in the Chino Hills Municipal Code (CHMC) for provisions that could potentially run afoul of the holding in Reed.

B. On April 11, 2017, the City Council approved Ordinance No. 309 amending Chapter 16.38 (Signs) to eliminate or revise provisions of the City’s sign regulations that were impermissibly content-based in the wake of the Supreme Court’s ruling and to provide updated standards and procedures for the review of signage within the City.

C. At its meeting on September 12, 2017, the City Council provided direction to the Planning Commission to develop recommendations consistent with Reed v. Town of Gilbert that would allow limited temporary signs in limited portions of the public right-of-way (ROW) for limited periods.

D. On March 6, 2018, the Planning Commission adopted a resolution recommending to the City Council approval of Municipal Code Amendment 18MCA01.

E. On April 10, 2018, the City Council held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed Ordinance.

F. Ordinance No. 326 was adopted by the City Council on April 24, 2018, and the adopted amendment became effective on May 24, 2018.

G. Based on staff’s experience implementing the standards and procedures established in Section 16.38.043 and feedback from applicants, including real estate professionals, the City initiated an amendment to CHMC Section 16.38.043 which is intended to provide clarity, updated standards, and a more streamlined application process.
H. On December 17, 2019, the Planning Commission held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed amendment. Four realtors and one realtor association representative spoke during the hearing. In general, the speakers favored less restrictions and opposed a proposed reduction to the number of signs that could be placed in the public ROW. The version of the ordinance that was sent to the Planning Commission had proposed reducing the number of signs from 15 to 10. Staff had recommended this reduction based on field experience that the maximum number of signs used by realtors didn't appear to exceed 10. However, given the speakers concerns, the Commission and staff agreed that the maximum number of signs that could be placed in the public ROW should remain at 15. With this adjustment, the Planning Commission voted 3-0 (with 2 absent) to approve a resolution recommending to the City Council Municipal Code Amendment 19MCA05.

I. On February 25, 2020, the City Council held a duly noticed public hearing to receive oral and documentary evidence from the public regarding the proposed Ordinance.

SECTION 2. In accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.), the proposed Municipal Code Amendment has been determined to be exempt from CEQA for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 California Code of Regulations § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 California Code of Regulations § 15061(b)(3)), and (3) the ordinance does not constitute a “project” as defined in the CEQA Guidelines (14 California Code of Regulations § 15378).

SECTION 3. As required under Government Code § 65860, the City Council finds and declares that proposed Municipal Code Amendment 19MCA05 is consistent with applicable laws as follows:

A. The proposed amendment to the Chino Hills Municipal Code conforms to the First Amendment of the U.S. Constitution that restricts governments from imposing laws that prohibit or abridge the freedom of speech by modifying Municipal Code regulations relative to signs to comply with the Supreme Court’s ruling in Reed v. Town of Gilbert.

B. The proposed amendment to the Chino Hills Municipal Code conforms to Government Code § 65860 which enables local government to regulate signs.

C. The proposed amendment to the Chino Hills Municipal Code conforms to General Plan Goals LU-2, LU-3 and LU-4, which require a balanced community, maintenance and promotion of the character, integrity, and
excellence of design of the City’s neighborhoods.

SECTION 4. In accordance with Chino Hills Municipal Code § 16.62.040, the City Council makes the following findings of fact:

A. FINDING: That the proposed Municipal Code amendment is consistent with the goals, policies, and objectives of the General Plan.

FACT: The proposed amendment to the Chino Hills Municipal Code conforms to the recent Supreme Court ruling in Reed v. Town of Gilbert to ensure that City Municipal Code regulations relative to permanent and temporary signs are consistent with the First Amendment of the U.S. Constitution; which restricts governments from imposing laws that prohibit or abridge the freedom of speech. Further, the proposed amendment is consistent with Government Code § 65860 which enables local government to regulate signs, including temporary election season signs. The proposed amendment is also consistent with Goals LU-2, LU-3 and LU-4, which require a balanced community, maintenance and promotion of the character, integrity, and excellence of design of the City’s neighborhoods. The proposed amendment would allow for signs in a manner that is content neutral while providing for their installation in an orderly fashion that maintains the character and integrity of the Chino Hills community.

B. FINDING: That the proposed Municipal Code amendment will not adversely affect surrounding properties.

FACT: That the proposed Municipal Code amendment relative to temporary signs would be effective citywide and provides reasonable regulation of uses to further enhance the health, safety, and welfare of the community and will not adversely affect surrounding properties.

SECTION 5. Upon the effective date of this ordinance, Chino Hills Municipal Code § 16.38.043 shall be amended in its entirety to read as follows:

Chapter 16.38 - SIGNS

Section 16.38.043 - Temporary Signs Placed in Connection with a Single Exhibition Event.

A. General: The following standards apply to all temporary signs placed in connection with a single exhibition event:

1. A single exhibition event means a specific time when members of the public are invited to a private property within a residential zone in the City of Chino Hills for the purpose of socializing, viewing and/or engaging in sale or lease transactions, including, without limitation, events such as a real estate open house, holiday
open house or similar activity. (For yard sales and additional signs that are permitted in conjunction with yard sales, reference Chino Hills Municipal Code Section 5.04.330.)

2. Temporary single exhibition event signs shall only be placed during the day of the event and only on Fridays, Saturdays, Sundays, observed Memorial Day and observed Veterans Day between the hours of 7:00 a.m. and 6:00 p.m.

3. Temporary single exhibition event signs shall have a maximum sign area of four (4) square feet. For double-sided signs, only the area of one side shall be counted toward the maximum area allowed.

4. The maximum height of temporary single exhibition event signs shall not exceed four (4) feet.

5. Notwithstanding any other provision of this Chapter, this section does not regulate the content (copy) of signs in any way (except the display of the permit required in Section 16.38.043(C)(7)).

B. Private Property: In addition to the general requirements listed in subsection A above, the following standards apply to all temporary signs placed on private property in connection with a single exhibition event:

1. A maximum of five (5) temporary single exhibition event signs are permitted on the residential property on which the single exhibition event is being held.

2. Temporary single exhibition event signs placed on privately-owned legal parcels in a residential zone must be attached to a wire, wood or similar post, or A-frame and placed in a stable manner on a landscaped or other permeable ground surface.

3. One (1) temporary single exhibition event sign may be placed on other privately-owned residential properties in addition to the property holding the single exhibition event provided the consent of the property owner is received prior to sign placement.

C. Public Right-of-Way (ROW): In addition to the general requirements listed in subsection A above, the following standards apply to all temporary single exhibition event signs placed on the public ROW:

1. Location:
   a. Temporary single exhibition event signs shall be placed only in the landscaped portion of the public street parkway, and shall be prohibited in public ROW center medians, tree wells, sidewalks, trails or any other location where the City determines the sign may cause a safety hazard or interfere with vehicular or pedestrian movement, including, but not limited to, the movement and accessibility of persons with disabilities.

   b. No temporary single exhibition event signs shall be placed within fifty (50) feet of the corners at the following intersections:
1) Butterfield Ranch Road and Shady View/SR71 off ramp
2) Carbon Canyon Road and Canyon Hills Road
3) Chino Avenue and Peyton Drive
4) Chino Hills Parkway and Carbon Canyon Road/Rustic Drive
5) Chino Hills Parkway and Chino Hills Marketplace
6) Chino Hills Parkway and Eucalyptus Avenue
7) Chino Hills Parkway and Grand Avenue
8) Chino Hills Parkway and Peyton Drive
9) Chino Hills Parkway and Pipeline Avenue
10) Chino Hills Parkway and Ramona Avenue
11) Grand Avenue and Boys Republic Drive
12) Grand Avenue and Peyton Drive
13) Peyton Drive and Eucalyptus Avenue
14) Soquel Canyon Parkway and Pomona Rincon Road
15) Soquel Canyon Parkway and Los Serranos Country Club Drive/
    Butterfield Ranch Road

2. Attachment: Temporary single exhibition event signs placed in the public ROW
   must be attached to a wire, wood or similar post, or A-frame and placed in a
   stable manner on a landscaped or other permeable ground surface of the public
   street parkway. Placement by any other manner or on light poles, utility poles,
   fire hydrants, permanent signs or sign poles, or any other public equipment or
   facility is prohibited.

3. Spacing of the Same Signs: The minimum distance between the same temporary
   single exhibition event signs placed in the public ROW shall be one hundred
   (100) feet.

4. Duration: The temporary single exhibition event sign permits in the public ROW
   are valid for a maximum of six (6) months per location, but only during the event
   and only on Fridays, Saturdays, Sundays, observed Memorial Day and observed
   Veterans Day between the hours of 7:00 a.m. and 6:00 p.m. and as otherwise
   specified in this section.

5. Permit Required: All temporary single exhibition event signs placed in the public
   ROW must contain the following information:

   a) Name of person or entity responsible for placing the temporary single
      exhibition event sign;

   b) Phone number of person or entity responsible for placing the temporary
      single exhibition event sign;
c) Location of the single exhibition event; 
d) Start date of the single exhibition event; and 
e) Real Estate or Broker State License Number (if applicable). This will be 
required for all persons or entities holding a real estate open house and 
pursuant to California Business & Professions Code Section 10140.6(b) and 
California Code of Regulations Title 10 Chapter 6 Article 9 Section 2773. 

6. Maximum Number of Signs: The maximum number of temporary single exhibition 
event signs placed in the public ROW is fifteen (15) per permit. 

7. Permit Displayed: The permit must be adhered to both sides of each temporary 
single exhibition event sign placed in the public ROW. The applicant shall be 
responsible for ensuring the permit is securely placed on both sides of each sign. 

8. Permit Processing Time: Application to place temporary single exhibition event 
signs in the public ROW shall be submitted to the City at least four (4) days prior 
to the single exhibition event. 

9. Enforcement: Violations of this section are subject to enforcement proceedings 
contained in Section 16.38.080. 

SECTION 6. Interpretation. This Ordinance must be broadly construed in order 
to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the 
provisions of this Ordinance be interpreted or implemented by the City and others in a 
manner that facilitates the purposes set forth in this Ordinance. 

SECTION 7. Effect of Repeal. Repeal of any provision of the CHMC does not 
 affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and 
imposition of penalties for any violation occurring before this Ordinance’s effective date. 
Any such repealed part will remain in full force and effect for sustaining action or 
prosecuting violations occurring before the effective date of this Ordinance. 

SECTION 8. Effect of Invalidation. If this entire Ordinance or its application is 
deemed invalid by a court of competent jurisdiction, any repeal or amendment of the 
CHMC or other City Ordinance by this Ordinance will be rendered void and cause such 
previous CHMC provision or other City Ordinance to remain in full force and effect for all 
purposes. 

SECTION 9. Severability. If any part of this Ordinance or its application is 
deemed invalid by a court of competent jurisdiction, the City Council intends that such 
invalidity will not affect the effectiveness of the remaining provisions or applications and, 
to this end, the provisions of this Ordinance are severable. 

SECTION 10. Certification. The City Clerk is directed to certify the passage and 
adoption of this Ordinance; cause it to be entered into the City of Chino Hills’s book of 
original ordinances; make a note of the passage and adoption in the records of this
meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this 10th day of March 2020.

___________________________________
ART BENNETT, MAYOR

ATTEST:

___________________________________
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

___________________________________
MARK D. HENSLEY, CITY ATTORNEY
I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that Ordinance No. was duly introduced at a regular meeting held February 25, 2020; and adopted at a regular meeting of the City Council held on the 10th day of March, 2020 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

I, CHERYL BALZ, City Clerk of the City of Chino Hills further certify that summaries of the Ordinance were published on February 29, 2020 and , 2020 in the Chino Hills Champion newspaper.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 11th day of March, 2020.

_________________________
CHERYL BALZ, CITY CLERK
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER ITEM NO: 11
SUBJECT: PURCHASE OF MICROSOFT SERVER AND OFFICE 365 USER LICENSING

RECOMMENDATION:

1. Approve Microsoft as a sole source provider of Microsoft Software and Office 365 User Licensing per Chino Hills Municipal Code Section 3.18.050.B.

2. Find that waiver of standard competitive bid procedures for third party service provider SoftwareONE is desirable and in conformance with state law per Chino Hills Municipal Code Section 3.18.050.I because appropriate procedures were followed, tailored to the software licensing industry, to obtain competitive pricing.

3. Authorize the City Manager to execute appropriate contracts and documentation with SoftwareONE for the purchase of Microsoft Software and Office 365 User Licensing in an amount not to exceed $208,941.76 over a three year term.

BACKGROUND/ANALYSIS:
The City of Chino Hills has successfully utilized on-premise Microsoft Windows, Office, SQL, Exchange, and Sharepoint technology for over a decade. As Microsoft and other technologies evolve to cloud-based solutions, staff has determined that it is in the City's best interests to transition to Microsoft Office 365 with Exchange Online. Thus, City staff is recommending that the City purchase this Microsoft Office 365 with Exchange Online User Licensing.

To comply with the Chino Hills Municipal Code, there is a two-step process to license Microsoft software. First, City staff recommends that the City purchase Microsoft software licenses as a sole source because this is the only product/provider that meets the City's needs. Second, because Microsoft does not sell its products directly, but rather through resellers that "match" its products to the buyer (for an additional charge), if the City wishes to purchase these licenses it must choose a reseller. City staff's justification for each of these recommendations are below.

Microsoft Sole Source Justification

Microsoft Office 365 will provide the City a number of benefits, which include:

- Removing hardware, maintenance, and support costs associated with on premise Exchange and SharePoint server installations.
- Ability to grow as an organization without incurring future hardware, storage and backup costs.
- Significant increase in the default mailbox size for City users.
- Make email search queries simple and seamless.
• If the City's data center should go down locally, staff would still be able to access email and other critical information.
• Ability to archive email as defined by the City's retention policy.
• Enhanced organizational communication with improved collaboration provided by Microsoft Teams, SharePoint and OneDrive for business.

Microsoft has created the Office 365 US Government plan to provide high-level security for public agencies. The Government Community Cloud (GCC) stores content in Microsoft's government data center servers that are physically located in the United States and segregated from commercial business Office 365 services. Staff is recommending the purchase of GCC (G3) and (G1) Office 365 licenses that include the following:

• Access to: Word, Excel, PowerPoint, OneNote, Outlook, Publisher (G3 Only), Access (G3 Only), Exchange, SharePoint and Skype for Business.
• Business email, calendar, and contacts with up to 100GB mailbox size (G1 is up to 50GB mailbox size).
• Online meetings, instant messaging, and high definition video conferencing with Microsoft Teams.
• City-wide Intranet and team sites with SharePoint.
• Enterprise management of apps with Group Policy.
• Compliance and information protection hold, rights management and data loss prevention.
• Geo-redundancy disaster recovery capabilities.

Microsoft software is utilized extensively by the City of Chino Hills due to it being a requirement for most enterprise applications. Chino Hills Municipal Code Section 3.18.050.B provides an exception to competitive bidding when a service can be obtained from only one provider, also known as sole source. City staff recommends the City approve Microsoft as a sole source provider.

Justification for Waiver of Standard Competitive Procedures for Contracting with Reseller SoftwareONE

Microsoft does not license its software directly. Rather, its products are licensed from resellers. A software reseller is a middleman between the City and Microsoft that provides the service of "matching" that software to the City. Because of the nature of the reselling market for Microsoft licensing, purchasing through the City's standard competitive bidding procedure of issuing an RFP is not the process that best meets the City's goals. Resellers would not typically respond to an RFP, but they do respond when asked for direct quotes.

In order to provide the City with the best service at the lowest price, City staff employed two strategies. First, City staff relied on "piggybacking" on the County of Riverside Microsoft Enterprise Agreement. The County of Riverside has secured favorable volume pricing for Microsoft licenses that the City can "piggyback" on. By using the prices provided through the Riverside negotiated Microsoft Agreement, the City gains a significantly lower price per license compared to purchasing outside of this agreement.

The second strategy the City employed was to obtain quotes from reputable resellers that City staff knows from experience work with governmental entities. Each reseller will accept different margins, so the City reached out to three reputable resellers for pricing. Of these three resellers, SoftwareONE gave the best rate. These quotes varied only slightly from each other since they were all based primarily on the Riverside County Agreement; therefore, staff recommends utilizing SoftwareOne's pricing through the Riverside County Agreement.

Chino Hills Municipal Code Section 3.18.050.I permits the City Council to waive competitive bidding procedures when it finds that such a waiver is required or desirable and in
conformance with state law. Given the software licensing industry does not lend itself to the
City's standard competitive procedures, but strategies were employed to ensure the best
price and service to the City, City staff requests that the City Council waive competitive
procedures and make this finding.

The Office 365 licensing will cost $66,313.92 annually over the three year term. Staff
requests additional purchasing authority of $10,000 to accommodate growth in staff
numbers over the life of the term, making the total request $208,941.76.

ENVIRONMENTAL (CEQA) REVIEW:
This proposed action is exempt from review under the California Environmental Quality Act
(California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title
14 California Code of Regulations §§ 15000, et seq.), because it does not involve any
commitment to a specific project which could result in a potentially significant physical
impact on the environment; and, constitutes an organizational or administrative activity that
will not result in direct or indirect physical changes in the environment. Accordingly, this
action does not constitute a "project" that requires environmental review (see specifically 14
CCR § 15378(b)(4-5)).

FISCAL IMPACT:
There is sufficient funding in the Information Technology Division operating budget to cover
the Fiscal Year 2019-20 cost of the SoftwareONE contract. Future contract costs will be
budgeted for in the appropriate fiscal year. There is no impact on the General Fund with
this item.

REVIEWED BY OTHERS:
This agenda item has been reviewed City Attorney.

Respectfully Submitted, Recommended By:

Benjamin Montgomery
City Manager

Attaches SoftwareOne Quote
Riverside Agreement Pricing
Enterprise Enrollment
Software Form
Discount Transparency Disclosure Form
### Quote Details

**Quoted to:**
City of Chino Hills  
Matt Jester

**Date:** 1/21/2020  
**Email:** mjester@chinohills.org

**Quote#** 43851  
**EA#** 76613740 - Expires 1/31/2020

**Expires:** 2/20/2020

**Quote# 43851**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<td>AAA-12415</td>
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<td>WINENTperDVC ALNG SA MVL Pitf rm</td>
<td>41.64</td>
<td>$5,829.60</td>
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</tbody>
</table>

**On-premise per device profile. Note that by dropping the core CAL, you lose the platform discount and the 60 CALs would only have perpetual rights up to the 2019 version and nothing beyond.**

| 60      | 269-05704  | OfficeProPlus ALNG SA MVL | 99.94      | $5,996.40  |
| 60      | KV3-00368  | WINENTperDVC ALNG SA MVL | 44.29      | $2,657.40  |

**Additional Products**

| 132     | 4ES-00001  | ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr | 25.44      | $3,358.08  |

| 123     | MQM-00001  | AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr | 53.88      | $6,627.24  |
| 4       | 7NQ-00292  | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | 579.00     | $2,316.00  |
| 10      | 6VC-01253  | WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL | 17.76      | $177.60    |
| 30      | 9EA-00278  | WinSvrDCCore ALNG SA MVL 2Lic CoreLic | 124.32     | $3,729.60  |

**Please type "electronic software delivery" on your PO.**

**Please type “electronic software delivery” on your PO.**

**Product-total** $66,313.92

**Sub-Total** $66,313.92

**Tax** Electronic Software Delivery - non-taxable - $- $-

**Shipping** No Charge

**Total** $66,313.92

**Total Annual Installment** $66,313.92

**Total 3-year commitment** $198,941.76

---

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.
Licensing Solution Provider Agreement Number PSA-0001530

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Software One, Inc., a Wisconsin corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its
Licensing Solution Provider Agreement Number PSA-0001530

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR’S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate’s specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR’s Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR’s Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee; per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K* .5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the
Licensing Solution Provider Agreement Number PSA-0001530

“Reporting of Active Enrollments” list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact: Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact: Shelly Bodine
20875 Crossroads Circle, Suite 1
Waukesha, WI 53186

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR’s default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR’s rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR’s unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR’s performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees
to inform the COUNTY of all the CONTRACTOR’s interests, if any, which are or may be perceived as incompatible with the COUNTY’s interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR’s performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964.
Licensing Solution Provider Agreement Number PSA-0001530

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: ____________________
    Kevin Jeffries, Chairman
    Board of Supervisors

Dated: OCT 22 2019

Software One, Inc., a Wisconsin corporation

By: ____________________
    Margarita Apodaca
    Operations Analyst

Dated: 10/16/2019

ATTEST:

Kecia Harper
Clerk of the Board

By: ____________________
    Laura Reyes
    Account Team Manager

Dated: 10/16/2019

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: ____________________
    Susanna Oh, Deputy County Counsel

Dated: OCT 22 2019
### Exhibit A
Microsoft Enterprise license subscription and services

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Price Level</th>
<th>Markup %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.</td>
<td>Level D Minus 2%</td>
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<tr>
<td>2</td>
<td>Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.</td>
<td>Level D</td>
<td>2.10</td>
</tr>
<tr>
<td>3</td>
<td>Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.</td>
<td>Level D</td>
<td>2.10</td>
</tr>
<tr>
<td>4</td>
<td>Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.</td>
<td>Level D</td>
<td>2.10</td>
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<tr>
<td>5</td>
<td>All products for Select Plus Agreement No.7756479.</td>
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<td>6</td>
<td>Microsoft Premier Support</td>
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</tr>
<tr>
<td>7</td>
<td>Microsoft Unified Support Services</td>
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<tr>
<td>8</td>
<td>Microsoft Consulting Services</td>
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Licensing Solution Provider Agreement Number PSA-0001530

Exhibit B
License Support Provider (LSP) service rates

<table>
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<th>Line</th>
<th>Description</th>
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<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Data and Artificial Intelligent</strong></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Build Intelligent Apps</td>
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<tr>
<td>2</td>
<td>Build Intelligent Agents</td>
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<tr>
<td>3</td>
<td>Machine Learning</td>
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<td>4</td>
<td>Internet of Things</td>
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<tr>
<td>5</td>
<td>Globally distributed data</td>
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<tr>
<td>6</td>
<td>OSS Databases</td>
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<tr>
<td>7</td>
<td>Cloud Scale Analytics</td>
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<tr>
<td>8</td>
<td>Data Platform Modernization to Azure</td>
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<tr>
<td>9</td>
<td>Windows Server on Azure</td>
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</tr>
<tr>
<td>10</td>
<td>Security &amp; Management</td>
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<td>$175</td>
</tr>
<tr>
<td>11</td>
<td>Datacenter Migration</td>
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<td>$175</td>
</tr>
<tr>
<td>12</td>
<td>Modern Business Intelligence</td>
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<td></td>
<td><strong>Biz Apps</strong></td>
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<td>Customer Service</td>
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<tr>
<td>4</td>
<td>Talent</td>
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<tr>
<td>5</td>
<td>Finance and Operations</td>
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<tr>
<td>6</td>
<td>Business Central</td>
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<tr>
<td>7</td>
<td>Power Apps</td>
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<tr>
<td>8</td>
<td>Power BI</td>
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<td></td>
<td><strong>Apps and Infrastructure</strong></td>
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</tr>
<tr>
<td>1</td>
<td>Azure Stack</td>
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<tr>
<td>2</td>
<td>High Performance Compute</td>
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<tr>
<td>3</td>
<td>Cloud Native Apps using Serverless</td>
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<td>$175</td>
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<td>4</td>
<td>Modernize Apps</td>
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<td>5</td>
<td>SAP on Azure</td>
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<td>Linux on Azure</td>
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<td>7</td>
<td>Dev Ops</td>
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<tr>
<td>8</td>
<td>Business Continuity &amp; Disaster Recovery</td>
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<td>$175</td>
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<tr>
<td>9</td>
<td>Windows Server on Azure</td>
<td>Yes</td>
<td>$175</td>
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<tr>
<td>10</td>
<td>Security &amp; Management</td>
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<tr>
<td>11</td>
<td>Datacenter Migration</td>
<td>Yes</td>
<td>$175</td>
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Licensing Solution Provider Agreement Number PSA-0001530

Exhibit B (cont.)
License Support Provider (LSP) service rates

<table>
<thead>
<tr>
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<th>Certified Competency (Yes/No)</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>User Adoption &amp; Change Management</td>
<td>Yes</td>
<td>$175</td>
</tr>
<tr>
<td>2</td>
<td>Security</td>
<td>Yes</td>
<td>$175</td>
</tr>
<tr>
<td>3</td>
<td>GDPR &amp; Compliance</td>
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</tr>
<tr>
<td>4</td>
<td>Teamwork</td>
<td>Yes</td>
<td>$175</td>
</tr>
<tr>
<td>5</td>
<td>Calling &amp; Meetings</td>
<td>Yes</td>
<td>$175</td>
</tr>
<tr>
<td>6</td>
<td>Modern Desktop</td>
<td>Yes</td>
<td>$175</td>
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<tr>
<td>7</td>
<td>Office 365 Migration Assistance</td>
<td>Yes</td>
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<tr>
<td>7a</td>
<td>Mail</td>
<td>Yes</td>
<td>$175</td>
</tr>
<tr>
<td>7b</td>
<td>Teams</td>
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<td>$175</td>
</tr>
<tr>
<td>7c</td>
<td>SharePoint</td>
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</tr>
<tr>
<td>7d</td>
<td>OneDrive</td>
<td>Yes</td>
<td>$175</td>
</tr>
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</table>
Company Name: Software One, Inc.

Name: Shelly Bodine                       Title: SLED General Manager

Address: 20875 Crossroads Cir. STE 1

City: Waukesha, WI                        Zip Code: 53186

Telephone #: 800-400-9852

Fax #: Email: Shelly.Bodine@SoftwareONE.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature: Shelly Bodine

Date: 9/16/2019

Printed Name: Shelly Bodine

Title: SLED General Manager
Microsoft LSP Participation Form  
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:  
Attention: Rick Hai  
E-mail: RHai@rivco.org

Payment should be made to:  
Riverside County Information Technology  
3450 14th Street, Fourth Floor  
Riverside, CA 92501

County of Riverside TIN #: 95-6000930

---

Company Name: Software One, Inc.  
Name: Shelly Bodine  
Title: SLED General Manager

Address: 20875 Crossroads Cir. STE 1
City: Waukesha, WI  
Zip Code: 53186  
Telephone #: 800-400-9852

Email: Shelly.Bodine@SoftwareONE.com

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The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

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By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature: Margarita Apodaca  
Date: 10/16/2019  
Printed Name: Margarita Apodaca  
Title: Operations Analyst

---

Riverside County Innovation Center  
3450 Fourteenth St, Riverside, California 92501-1589  
Phone: 951-355-3700  
http://www.riversidecountyit.org
## Licensing Solution Provider Agreement Number PSA-0001530

### Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

<table>
<thead>
<tr>
<th>LSP Name</th>
<th>Company name</th>
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</thead>
<tbody>
<tr>
<td>RIVCO</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Microsoft Agreement Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIVCO-20800-00x-xx/xx</td>
<td>01E69633, 01E73134, AND NEW</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Master Enrollment</th>
<th>Enrollment Number:</th>
<th>Enrollment Entity:</th>
<th>Start Date:</th>
<th>End Date:</th>
<th>Annual Spend</th>
<th>Enrollment Contact:</th>
<th>Enrollment Contact Email:</th>
<th>Enrollment Contact Tel:</th>
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</thead>
<tbody>
<tr>
<td>8084445</td>
<td>87654321</td>
<td>Riverside County Information Technology</td>
<td>1/01/1</td>
<td>12/31/1</td>
<td>$645,000.00</td>
<td>John Doe</td>
<td><a href="mailto:John.Doe@riverside.org">John.Doe@riverside.org</a></td>
<td>951-555-1212</td>
</tr>
</tbody>
</table>
Licensing Solution Provider Agreement Number PSA-0001530

Exhibit E
Master Agreement

Attached include the followings:
1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment
Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary: Insight Direct USA, Inc.

Country: United States

LAR/LAD/ESA: Insight Direct USA, Inc.

Program/Version EA 6 2016

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: 8084445

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:56 PM
## Program Signature Form

### Note:
Enter the applicable active numbers associated with the documents below. Microsoft requires
the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate,
Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between
the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

<table>
<thead>
<tr>
<th>Contract Document</th>
<th>Document Number or Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Agreement</td>
<td>X20-10209</td>
</tr>
<tr>
<td>Choose Agreement</td>
<td>Document Number or Code</td>
</tr>
<tr>
<td>Choose Agreement</td>
<td>Document Number or Code</td>
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<tr>
<td>Choose Agreement</td>
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<tr>
<td>Choose Agreement</td>
<td>Document Number or Code</td>
</tr>
<tr>
<td>Amend. to Contract Documents</td>
<td>CTM-CPT-CPT-FWK (new)</td>
</tr>
</tbody>
</table>

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read
and understand the above contract documents, including any websites or documents incorporated by
reference and any amendments and (2) agree to be bound by the terms of all such documents.

**Customer**

Name of Entity (must be legal entity name) *County of Riverside*

Signature *Richard R. Hai*

Printed First and Last Name *Richard R. Hai*

Printed Title *Sr. Procurement Contract Specialist*

Signature Date 08/22/2019

Tax ID

*Indicates required field
Microsoft Affluent Program - Form Signature Page

Microsoft Corporation

Signature
Printed First and Last Name
Printed Title
Signature Date
(printed Microsoft Affiliate counterparts)
Agreement Effective Date
(may be different than Microsoft's signature date)

AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcee signature (if applicable)

Customer

Name of Entity (must be legal entity name)
Signature
Printed First and Last Name
Printed Title
Signature Date
* indicates required field

Outsourcee

Name of Entity (must be legal entity name)
Signature
Printed First and Last Name
Printed Title
Signature Date
* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a continuation copy.

Microsoft Corporation
Depl. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

ProgramSignForm(MSSignForm)\HA.1\mAn\[VRRAM1.1\[EHQ\Aug2014)
Microsoft Document Headersheet
* This is for informational purposes only *

**MSE#:** 5-000004275258

**Doc Type:** Agreement

Do not modify the formatting or spacing of this Form above this text

**Subsidiary:** Insight Direct USA, Inc.

**Country:** United States

**LAR/LAD/ESA:**

**Program/Version**

EA 6 2016

**ACCOUNT:** County of Riverside

**Outsourcer Name:**

**Business Agreement Number:**

**Master Agreement Number:** 8084445

**Agreement Number:**

**Purchase Order Number:**

**Comments:**

8/23/2019 9:42:31 PM
Microsoft

Volume Licensing

Enterprise Agreement
State and Local

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

   (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

   (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

   (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.
“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Volume Licensing Site” means http://www.microsoft.com/licensing/contracts or a successor site.

2. How the Enterprise program works.

a. General. The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. Enrollments. The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.
c. Licenses. The types of Licenses available are (1) Licenses obtained under Software Assurance (LiSA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

a. License Grant. Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. Duration of Licenses. Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other licenses become perpetual only when all payments for the License have been made and the initial Enrollment term has expired.

c. Applicable Use Rights.

(i) Products (other than Online Services). The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. This Agreement, the applicable Enrollment, Enrolled Affiliate's order, confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.
   a. General. Enrolled Affiliate may make as many copies of Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party’s actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
   b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
   c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
      (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
      (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
      (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
      (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.
   a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
      (i) an Affiliate, or
      (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an
operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/transfer and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

a. Term. The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. Termination without cause. Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for cause. Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-proprietary of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-proprietary of funds, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. Early termination. If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-proprietary of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-proprietary of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled “Early termination,” all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate’s right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.


a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights.

Microsoft will abide by the requirements of European Economic Area and Swiss data protection
law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. U.S. export. Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise’s use. The Enterprise’s remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise’s sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.


The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties’ sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate’s license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate’s continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. By Enrolled Affiliate. To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or
non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate’s behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate’s use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party’s maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. Online Services. For Online Services, Microsoft’s maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. Free Products and Distributable Code. For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party’s (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party’s intellectual property rights.

13. Verifying compliance.

a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product’s license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft’s self-audit process, which Microsoft may require as an alternative to a third party audit.

b. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. Verification process. Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate’s compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate’s operations.

a. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate’s purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer’s state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer’s state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft’s Volume Licensing Service Center (“VLSC”) web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. Natural disaster. In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.
Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: □ MBSA □ Agreement □ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax
□ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
3. **Subscriptions manager.**

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

**Name of entity:** County of Riverside  
**Contact name:** First Regina Last Funderburk  
**Contact email address:** RFunderburk@rivco.org  
**Street address:** 3450 14th Street, 4th Floor  
**City:** Riverside  
**State/Province:** California  
**Postal code:** 92501-3861  
**Country:** USA  
**Phone:** 951-955-2265  
**Fax:**

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. **Online services manager.**

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

**Name of entity:** County of Riverside  
**Contact name:** First Luis Last Flores  
**Contact email address:** LFFlores@rivco.org  
**Street address:** 3450 14th Street, 4th Floor  
**City:** Riverside  
**State/Province:** California  
**Postal code:** 92501-3861  
**Country:** USA  
**Phone:** 951-955-8114  
**Fax:**

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. **Customer Support Manager (CSM).**

This person is designated as the Customer Support Manager (CSM) for support-related activities.

**Name of entity:** County of Riverside  
**Contact name:** First Luis Last Flores  
**Contact email address:** LFFlores@rivco.org  
**Street address:** 3450 14th Street, 4th Floor  
**City:** Riverside  
**State/Province:** California  
**Postal code:** 92501-3861  
**Country:** USA  
**Phone:** 951-955-8114  
**Fax:**

6. **Primary contact information.**

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

**Name of entity:** County of Riverside
7. **Notices contact and online administrator information.**

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

- **Same as primary contact**
- **Name of entity**
- **Contact name**: First Last
- **Contact email address**
- **Street address**
- **City** Riverside
- **State/Province** CA
- **Postal code** 92504
- **Country** US
- **Phone** 951-231-5909
- **Fax**

- **This contact is a third party (not the entity).** Warning: This contact receives personally identifiable information of the entity.
**MSE#:** 5-0000004275258

**Doc Type:** Amendments

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**Subsidiary:**
- **Country:** United States

**LAR/LAD/ESA:**
- Insight Direct USA, Inc.

**Program/Version**
- EA 6 2016

**ACCOUNT:** County of Riverside

- **Outsourcer Name:**
- **Business Agreement Number:**
- **Master Agreement Number:** 8084445
- **Agreement Number:**
- **Purchase Order Number:**

**Comments:**

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8/23/2019 9:42:40 PM
Amendment to Contract Documents

Agreement Number
8084445

004-kayleecl-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term," is hereby amended and restated as follows:
   a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Level</th>
<th>Examples include but are not limited to the following*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Online Services**</td>
<td>Level D</td>
<td>M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5</td>
</tr>
<tr>
<td>(including Full USLs, From SA USLs, Add-ons and Step Ups)</td>
<td>minus 2%</td>
<td>Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite</td>
</tr>
<tr>
<td>Enterprise Products</td>
<td>Level D</td>
<td>N365 F1, N365 E6 Compliance, M365 E6 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.</td>
</tr>
<tr>
<td>Additional Products</td>
<td>Level D</td>
<td>SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.</td>
</tr>
<tr>
<td>Server and Tools Product (applies to Server and Cloud Enrollments only)</td>
<td>Level D</td>
<td>SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.</td>
</tr>
</tbody>
</table>

*The examples include online services that are available in either the commercial or government cloud offerings.

"Qualifying Enterprise Online Services are identified in the Product Terms with the end value of "EO" in the tables for "Program Availability." The scope of Enterprise Online Services is subject to change as an Enterprise Online Service is added, unrolled or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:
- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the Initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.
This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

**Terms and Conditions**

1. **Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.
Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.
“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

“Tribal Entity” means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means http://www.microsoft.com/licensing/contracts or a successor site.

2. **Order requirements.**

   a. **Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

   b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

   c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.

   d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

   e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

   f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate’s use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate’s Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate’s authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate
may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### 4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.
Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply
to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
Enrollment Details

1. Enrolled Affiliate’s Enterprise.
   a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate’s Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
      ☒ Enrolled Affiliate only
      ☐ Enrolled Affiliate and all Affiliates
      ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
      ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
   b. Please indicate whether the Enrolled Affiliate’s Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.
Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.
   a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate’s Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.
      Name of entity (must be legal entity name)* City of Chino Hills
      Contact name* First Matt  Last Jester
      Contact email address* mjester@chinohills.org
      Street address* 14000 City Center Drive
      City* Chino Hills
      State* CA
      Postal code* 91709-0100-
         (Please provide the zip + 4, e.g. xxxxx-xxxx)
      Country* United States
      Phone* 909-364-2643
      Tax ID
      * indicates required fields
   b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.
Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Matt Last Jester
Contact email address* mjester@chinohills.org
Street address* 14000 City Center Drive
City* Chino Hills
State* CA
Postal code* 91709-0100-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 909-364-2643

Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Matt Last Jester
Contact email address* mjester@chinohills.org
Phone* 909-364-2643
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the
other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact and Online Administrator remains the default.

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? □ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.
Program Signature Form

MBA/MBSA number 5-000000 4917562
Agreement number 808445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

<table>
<thead>
<tr>
<th>Contract Document</th>
<th>Number or Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Enrollment (Indirect)</td>
<td>X20-10635</td>
</tr>
<tr>
<td>Enterprise Amendment</td>
<td>M97 (New)</td>
</tr>
<tr>
<td>Discount Transparency Disclosure Form</td>
<td>0922030.006_DTDF</td>
</tr>
<tr>
<td>Product Selection Form</td>
<td>0922030.006_PSF</td>
</tr>
</tbody>
</table>

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Chino Hills
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate

Microsoft Corporation

Signature
Printed First and Last Name
Printed Title
Signature Date
(date Microsoft Affiliate countsigns)

Agreement Effective Date
(may be different than Microsoft’s signature date)
Optional 2nd Customer signature or Outsourcer signature (if applicable)

<table>
<thead>
<tr>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

* indicates required field

<table>
<thead>
<tr>
<th>Outsourcer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

*Microsoft Corporation*
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA
Discount Transparency Disclosure Form

Date: 2/18/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0922030.006
Partner Name: SoftwareONE, Inc.
Reseller Address: 20875 Crossroads Circle, Suite 1
Waukesha, WI, United States, 53186-4093

Discount Details

For this enrollment, Microsoft provided the Customer’s Partner an additional discount off of the Partner’s Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater then the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer’s actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer’s actual price will be established by a separate agreement between Customer and its Partner.

<table>
<thead>
<tr>
<th>Ordered Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currency</td>
</tr>
<tr>
<td>US Dollar</td>
</tr>
</tbody>
</table>

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer’s price for Non-Microsoft products and services.

In this form, the following definitions apply:
“Customer” means the entity that may enter or has entered into a Contract with the Partner.
“Contract” means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
“Microsoft” means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
“Maximum Resale Price” means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner’s Net Price provided by Microsoft listed in the currency in which the Partner or Partner’s reseller transacts with Microsoft.
“Product” means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SoftwareONE, Inc.
Customer: City of Chino Hills
Signature of Customer’s authorized representative: __________________________
Printed name: __________________________
Printed title: __________________________
Date: __________________________
COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

DATE: MARCH 10, 2020

FROM: CITY MANAGER ITEM NO: 12

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH SDI PRESENCE LLC TO PROVIDE SUPPORT IN THE PROCUREMENT OF A LAND MANAGEMENT SYSTEM (LMS)

RECOMMENDATION:
Authorize the execution of a one-year agreement with two one-year renewal options with SDI Presence LLC to provide support in the procurement of Land Management System (LMS) in an amount not to exceed $74,500.

BACKGROUND/ANALYSIS:
The City of Chino Hills has been utilizing GovPartner as its LMS platform since August 13, 2002. This system is outdated and has limited capabilities to support changes in business processes necessitated by evolving technology as well as growth within the City. The applications used in this system include land administration, building and permitting.

The City is looking for an LMS solution that will ensure interoperability with other systems, streamline business processes, and provide better and more modern tools allowing management and staff the ability to more effectively serve residents, visitors, and the business community. The LMS is a significant investment of City funds, so City staff recommends that experienced consultants be used to assist the City in procuring the LMS.

Prior to the ongoing implementation of the Finance Enterprise Resource Planning (ERP) system, staff reached out to several consulting firms that specialized in ERP needs assessment, selection and implementation management. Of the firms contacted, SDI Presence LLC (formerly NexLevel) was the best fit for the City’s needs. They have an extensive client list of California municipalities and are familiar with California municipal business practices. They have worked with the City of Chino Hills on its Finance ERP project since September 2015 and have proven to be an invaluable resource. Additionally, SDI Presence LLC has completed a successful ERP selection and implementation process with the Chino Valley Independent Fire District and the City of Chino, and is highly recommended by both agencies. These skills are the same skills needed to assist the City with acquiring an LMS.

The City Manager has determined that the RFP process is unnecessary for this agreement because SDI Presence LLC has met all of the factors: demonstrated competence, qualifications for the types of services to be performed, experience, and knowledge of the city due to a long-standing relationship.
ENVIRONMENTAL (CEQA) REVIEW:
This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq.; "CEQA") and CEQA regulations (14 California Code Regulations §§15000, et. seq.) because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

FISCAL IMPACT:
There is sufficient funding in the Information Technology Fund operating budget to cover the Fiscal Year 2019-20 cost of the SDI Presence LLC contract. Future contract costs will be budgeted for in the appropriate fiscal year. There is no impact on the General Fund with this item.

REVIEWED BY OTHERS:
This agenda item has been reviewed by the Finance Director and the Community Development Director.

Respectfully Submitted, Recommended By:

Benjamin Montgomery
City Manager

Rod Hill
Assistant City Manager

Attachments
Agreement
Exhibit A - Scope of Services
Exhibit B - Compensation
AGREEMENT NO. A2020-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
SDI PRESENCE LLC

PROCUREMENT OF LAND MANAGEMENT SYSTEM

THIS AGREEMENT, made and entered into this 20th day of March, 2020, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and SDI Presence LLC hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on March 21, 2020.

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

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

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

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed $74,500. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

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

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

8. **FACILITIES AND RECORDS.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
9. **TERMINATION OF AGREEMENT.** This Agreement will terminate on March 20, 2021, unless otherwise extended in advance and in writing by the City Manager for an additional two (2) one-year renewal options. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

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

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

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

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

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

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

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

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

   (b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this Agreement.
If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this Agreement.

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

15. INSURANCE.

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

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

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

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the City.

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

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

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

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

(b) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

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

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City.
Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709
Email: cityclerk@chinohills.org

Consultant.
Attention: David Gupta, CEO
SDI Presence LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601
Email: dgupta@sdipresence.com

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

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

A. Exhibit A: Scope of Services
B. Exhibit B: Compensation
25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

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

CITY OF CHINO HILLS

Art Bennett  
Mayor

SDI PRESENCE LLC

(Signature)

David Gupta, CEO  
(Printed name/Title)

ATTEST:

Cheryl Balz  
City Clerk

February 20, 2020  
(Date)

(Signature)

Linda Petty, Secretary  
(Printed Name/Title)

APPROVED AS TO FORM:

Mark D. Hensley  
City Attorney

February 20, 2020  
(Date)
EXHIBIT A

Methodology

The City is seeking assistance from an experienced and qualified consulting firm to serve as the City’s owner representative and assist the City in the procurement of an enterprise land management system (LMS). SDI understands that the City wishes to select a new LMS that will provide the advanced capabilities offered by leading vendors while allowing flexibility to accommodate the City’s unique needs. The system procurement and implementation should provide the City with a cost-effective system capable of supporting all City departments that utilize any aspect of the land management, planning and permitting system.

The scope of this project starts with a comprehensive needs assessment and ends with the selection and procurement of a new land management system. For this project to be successful, it must incorporate input from each department that is involved in the City’s land management, planning and permitting activities. By taking an enterprise approach from the outset of the project, it will promote a city-wide understanding of the project, establish realistic expectations, and ultimately ensure buy-in to the new system. For this reason, SDI’s methodology puts an emphasis on heavy involvement and interaction with the users.

SDI is familiar with the problems and issues that can arise in developing RFPs for enterprise applications. We are skilled in managing multiple, and often conflicting, visions, missions, needs, and priorities. Our approach helps ensure staff buy-in by building organization-wide understanding and consensus in the published RFP.

SDI believes a critical component of this project is to ensure that the City’s key stakeholders understand the resources, risks, timeline, and have appropriate expectations prior to the City signing an agreement with a solution provider. To accomplish this, SDI’s approach includes the following guiding principles:

- Use of a structured, proven methodology to ensure comprehensive understanding of requirements and operational needs at all levels
- Obtaining input from key staff while minimizing disruption to daily operations
- Fully identifying and disclosing the potential risks and providing realistic risk mitigation strategies
- Managing the expectations of users and stakeholders throughout the process to ensure a realistic level of expectation upon implementation and operation of the new system
- Establishing solid project management practices from the outset of the project

It is important to note that successful procurements have several characteristics in common, including:

- Involving the impacted staff in developing the requirements, attending vendor proof of capabilities, performing vendor evaluations, site visits, and reference checking. This provides multiple venues to allow staff voices to be heard
- Performing a detailed analysis of organization and department business / operational processes and requirements. This enables the organization to identify mandatory requirements, optional capabilities, and additional desirable features
- Following a formal procurement process, including scripted vendor proof of capabilities. When done appropriately, the process should encourage vendor creativity and competitiveness to be leveraged to the City’s advantage
Using an objective enterprise-wide evaluation process for RFP responses. This is essential for a fair and unbiased procurement, to obtain department buy-in, and to eliminate problems associated with flashy promotions and high-pressure sales tactics.

Throughout the project, communication among the various participants is critical to the successful completion of all tasks. SDI will work closely with the City in communicating status through written status reports and regular oral project status presentations.

SDI has segmented the proposed scope of services into the following phases as depicted in Figure 2 below:

**Phase 1 – Project Initiation**

The purpose of the Project Initiation Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the

---

**Figure 2 – Project Approach and Deliverables**

In the remainder of this section, we discuss each phase in detail, including associated tasks, activities and deliverables.
stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project. SDI recognizes the need to apply project management processes and standards to our projects that include the following:

- Confirm understanding of project goals and objectives at all levels of the City
- Identify potential risks, and working with the City, develop realistic risk mitigation strategies
- Communicate expectations to participants and stakeholders to ensure expectations are proactively managed
- Complete activities in a way that minimizes disruption to daily City operations

The following table identifies each activity and associated deliverables.

Table 2 - Phase 1 Activities and Deliverables

<table>
<thead>
<tr>
<th>Phases and Tasks</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td><strong>INITIATE</strong></td>
</tr>
<tr>
<td>1.1 - Project Sponsor Planning Meeting</td>
<td>✔ Work Plan</td>
</tr>
<tr>
<td>1.2 - Work Plan Development</td>
<td>✔ Kickoff Meeting Presentation</td>
</tr>
</tbody>
</table>

1.1 Project Sponsor Planning Meeting

**TASK DESCRIPTION:** SDI will meet on-site with the City’s Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.

1.2 Work Plan Development

**TASK DESCRIPTION:** SDI will publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, deliverables, and major milestones.

**DELIVERABLE:** Work Plan

1.3 Kickoff Meeting

**TASK DESCRIPTION:** Since the project will have a Citywide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the SDI team to City staff and should involve senior level management and project sponsors to provide introduction of this Citywide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.

**DELIVERABLE:** Kickoff Meeting Presentation
Phase 2 – Assessment and Requirements Development

During this phase, SDI will perform a thorough assessment of the current environment capabilities, functions, and interfaces. All current features and functions will be documented, listed, and evaluated to determine if they are still required. The assessment of the current land management system and processes will include a high-level description for each function.

The current environment assessment will help us determine the system features and functions that must be replaced. The capabilities of the current system that are still required provide a starting point for requirements and specifications of the replacement system. Complete documentation of current environment and systems will also facilitate planning for an automated conversion of data to the replacement system.

Once the current environment is fully understood and documented, it is important to identify opportunities for improving processes, eliminating unnecessary procedures, increasing information sharing, and automating workflow. As part of this phase, SDI will review readily available information and document any features not included in the current system that should be considered for a future system. This is the time for SDI to analyze existing processes to identify opportunities for improving the integration of data, avoiding potential redundancies, minimizing time-consuming steps, minimizing the potential for introduction of errors, and to generally improve the overall effectiveness of operations.

This process should focus on functional visions, objectives, and goals, rather than a specific technology or system. The following list contains considerations that need to be evaluated when procuring an enterprise system to ensure that in the future state, work is performed more efficiently and effectively:

- Maximizing resources by providing staff timely and easy access to information
- Doing work once and on time
- Collecting and recording each piece of information only once
- Sharing information online to allow for immediate and concurrent delivery of multiple services
- Eliminating the need for paper and forms-based work queues
- Integrating policy into the automated processes and procedures
- Simplifying processes to eliminate the need for task compartmentalization, excessive specialization, and multiple hand-offs
- Completing services in an integrated manner to the extent possible
- Taking maximum advantage of enabling technologies including mobility technology
- Using the system to perform and control routine work actions
- Applying common sense in matching processes, approaches, and technology

In Table 3 – Phase 2 Activities and Deliverables, we identify the activities and deliverables to be completed as part of this phase.
2.1 Request and Review Documentation

**TASK DESCRIPTION:** SDI understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, SDI will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not SDI’s intent to create work for the staff with this task - if requested documentation doesn’t exist, then it should not be created at this time.

**DELIVERABLE:** Documentation Request Listing

2.2 Conduct System Requirements Workshops

**TASK DESCRIPTION:** SDI will conduct face-to-face interviews (workshops) with the City’s functional subject matter experts in all City departments to gain an understanding of how user departments utilize the current LMS system. For the Community Development Department interviews, the workshops will occur at a functional (divisional) level – for example, the interviews will include Planning & Neighborhood Services, Building & Safety, Housing, etc. For other City departments, a single workshop per department will likely provide the information necessary to complete an analysis of potential LMS functionality applicable to those department functions. Based on existing LMS functionality, SDI will be interested in exploring other potential areas of interest including electronic plan review and the use of mobile applications for inspection field work.

In some cases, SDI may follow up the workshops requesting that staff demonstrate work practices. The interviews will document current processes, practices, polices, and procedures related to the City’s use of the LMS system. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.

SDI’s approach to conducting the requirements workshops involves more than just gathering information from the City’s subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

2.3 Document Functional and Operational Requirements

**TASK DESCRIPTION:** SDI will utilize the information gathered during Task 2.2 above to document the City’s current business processes and existing and desired functional requirements so that potential vendors have a full understanding of the City’s requirements.

**DELIVERABLES:** Functional and Operational Requirements Inventory

2.4 Document Interfaces and Technical Requirements

**TASK DESCRIPTION:** SDI will identify potential required or desired interfaces or integration opportunities between the LMS system and other data repositories. This helps ensure that an integration point or interface is not missed. As part of this task, SDI will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

**DELIVERABLES:** Interface and Technical Requirements Inventory
### 2.5 Document Data Conversion Requirements

**TASK DESCRIPTION:** SDI will document the City’s desired data conversion and migration requirements so that potential vendors can include the costs and approach for completing the conversion in their proposals. SDI will meet with the City’s technical and business subject matter experts to identify and document data migration and conversion requirements. SDI will provide consultation with regard to the pros and cons of the possible approaches/strategies and provide recommendations.

**DELIVERABLE:** Data Conversion Requirements Inventory

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**Phase 3 – RFP Development, Release and Administration**

In this phase, SDI will prepare a comprehensive RFP outlining the business and systems requirements. While SDI will bring the City proven RFP templates and methods, we will also develop the RFP in accordance with the City’s purchasing guidelines and requirements. The tasks in this phase will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved through the use of a well-organized, accurate, and clear RFP. A strong RFP is critical, as it provides the foundation for evaluating vendors, and ultimately provides the basis for a solid agreement between the City and the successful vendor.

The following table provides a detailed discussion of what each task will entail.

**Table 4 - Phase 3 Activities and Deliverables**

<table>
<thead>
<tr>
<th>Phases and Tasks</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| **Phase 3 RFP**  | ✓ Draft Request for Proposal  
| 3.1 – Prepare Draft RFP | ✓ Final Request for Proposal  
| 3.2 – Review Draft RFP with Stakeholders | ✓ Vendor Listing and Contact Information  
| 3.3 – Identify and Notify Potential Bidders |  
| 3.4 – Release RFP |  |

**3.1 Prepare Draft RFP**

**TASK DESCRIPTION:** SDI will prepare a draft RFP for review by the project stakeholders and other key staff. If the City has an existing preferred RFP template, SDI will conduct a review and compare the City templates to SDI’s proven RFP template. In addition, if necessary, SDI will meet with the City’s purchasing and/or legal resources to verify RFP terms and conditions.

At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements.

At the conclusion of this task, SDI will provide the City with a draft RFP for review and discussion.

**DELIVERABLE:** Draft Request For Proposal
3.2 Review Draft RFP with Stakeholders

**TASK DESCRIPTION:** SDI recommends that the draft RFP be distributed to the project stakeholders and subject matter experts for careful review. After the staff has had the opportunity to review the RFP, SDI will meet with the City to address any changes, questions, or concerns. The workshop will provide an interactive forum to discuss the RFP content and to ensure a common understanding of the RFP content and upcoming procurement processes.

**DELIVERABLE:** Final Request For Proposal

3.3 Identify and Notify Potential Vendors

**TASK DESCRIPTION:** While online vendor portal sites provide a valuable channel for making an RFP publicly available, SDI believes it is in the City’s best interest to alert qualified vendors of the upcoming RFP release. SDI will compile a comprehensive list of public sector LMS solution vendors. SDI will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City’s intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

**DELIVERABLE:** Vendor Listing and Contact Information

3.4 Release RFP

**TASK DESCRIPTION:** SDI will assist the City in preparing for and releasing the RFP. As part of this task, SDI will create a tracking log of who has received the RFP.

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**Phase 4 – Proposal Evaluation and Selection**

The primary purpose of this phase is to ensure that the vendor selected is in the best interest of the City. This requires careful and detailed review of information provided in response to the RFP, as well as independent research, validation and verification.

In Table 5 – Phase 4 Activities and Deliverables, we identify the activities and deliverables to be completed as part of this phase.

**Table 5 - Phase 4 Activities and Deliverables**

<table>
<thead>
<tr>
<th>Phases and Tasks</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Address Vendor Questions</td>
<td>✓ Vendor Question Responses</td>
</tr>
<tr>
<td>✓ 4.2 Prepare Evaluation Committee</td>
<td></td>
</tr>
<tr>
<td>✓ 4.3 Conduct Initial Screening of Proposals</td>
<td></td>
</tr>
<tr>
<td>✓ 4.4 Assist with Review and Scoring of Proposals</td>
<td></td>
</tr>
<tr>
<td>✓ 4.5 Prepare for Proof of Capabilities (POC) Sessions</td>
<td></td>
</tr>
<tr>
<td>✓ 4.6 Facilitate POC Sessions</td>
<td></td>
</tr>
<tr>
<td>✓ 4.7 Assist with Completion of Finalist(s) Due Diligence</td>
<td></td>
</tr>
<tr>
<td>✓ 4.8 Prepare Vendor Selection Report</td>
<td></td>
</tr>
</tbody>
</table>

**4.1 Address Vendor Questions**

**TASK DESCRIPTION:** Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of enterprise procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, SDI will coordinate and assist the City in responding to vendor questions.

**DELIVERABLE:** Vendor Question Responses
4.2 Prepare Evaluation Committee

**TASK DESCRIPTION:** SDI will work with the City to identify the evaluation team and prepare an evaluator’s packet that includes a clear description of the steps to be taken and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluators in tabulating their results.

**DELIVERABLE:** Evaluation Scoring Methodology and Matrix Template

4.3 Conduct Initial Screening of Proposals

**TASK DESCRIPTION:** SDI will conduct an initial screening of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. SDI will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.

4.4 Assist with Review and Scoring of Proposals

**TASK DESCRIPTION:** The evaluation team will review and rate the proposals according to the evaluation criteria. In addition, SDI will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, will provide this information to the evaluation team, and be available to the evaluators for consultation. SDI will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

**DELIVERABLE:** Evaluation Scoring Matrix Summary

4.5 Prepare for Proof of Capabilities (POC) Sessions

**TASK DESCRIPTION:** Conducting proof of capabilities (POC) sessions with short listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, SDI will develop the POC meeting agenda, scenarios, and scripts for the City review. In addition, SDI can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

**DELIVERABLE:** POC Session Agenda and Scripts

4.6 Facilitate POC Sessions

**TASK DESCRIPTION:** SDI will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, SDI will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the final selection report.

4.7 Assist with Completion of Finalist(s) Due Diligence

**TASK DESCRIPTION:** SDI will assist the City in planning for and completing reference checks and site visits. While SDI is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

**Deliverable:** Reference Check Guidelines

4.8 Prepare Vendor Selection Report

**TASK DESCRIPTION:** SDI will draft a final Selection Report that outlines the process followed and the results of the evaluation.

**DELIVERABLE:** Vendor Selection Report
Phase 5 – Contract Negotiations

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. The purpose of Phase 5 is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. SDI brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation. The following table provides a detailed discussion of what each task will entail. In Table 6 – Phase 5 Activities and Deliverables, we identify the activities and deliverables to be completed as part of this phase.

Table 6 - Phase 5 Activities and Deliverables

<table>
<thead>
<tr>
<th>Phases and Tasks</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 – Research Prior Vendor Agreements</td>
<td>✓ Final Agreements with Vendor</td>
</tr>
<tr>
<td>5.2 – Conduct Initial Agreement Review</td>
<td>✓ City Council Presentation</td>
</tr>
<tr>
<td>5.3 – Facilitate Negotiation Strategy Workshop</td>
<td></td>
</tr>
<tr>
<td>5.4 – Conduct Negotiation Meetings</td>
<td></td>
</tr>
<tr>
<td>5.5 – Obtain City Council Approval</td>
<td></td>
</tr>
</tbody>
</table>

5.1 Research Prior Vendor Agreements

**TASK DESCRIPTION:** It is highly likely that the City will select a vendor that has recently implemented their solution with other public agencies. This task focuses on identifying ratified agreements with agencies that are of a similar size and complexity, as these can provide a valuable source of information to help a City prepare for negotiations. SDI will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.

5.2 Conduct Initial Agreement Review

**TASK DESCRIPTION:** SDI will perform a review and provide feedback of the proposed agreements. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3rd party software, etc.). SDI will provide the City with guidance and assistance on the review to help prepare for subsequent negotiations.

5.3 Facilitate Negotiation Strategy Workshop

**TASK DESCRIPTION:** SDI will facilitate a workshop with key City staff to develop a negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well-planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.

5.4 Conduct Negotiation Meetings

**TASK DESCRIPTION:** SDI will assist the City in preparing for negotiation meetings and will attend to support the City staff. If the City desires, SDI is available to facilitate the negotiation meetings. SDI will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.

**DELIVERABLE:** Final Agreements with Vendor

**CITY RESPONSIBILITY:** Coordinate scheduling, and participate in, negotiation meetings
<table>
<thead>
<tr>
<th>5.5 Obtain City Council Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK DESCRIPTION:</strong> SDI will be available to attend or participate in the City’s presentation of the vendor agreements to City Council for approval.</td>
</tr>
<tr>
<td><strong>DELIVERABLE:</strong> City Council Presentation</td>
</tr>
</tbody>
</table>
EXHIBIT B

Cost Proposal

Based on SDI’s past experience on similar projects, as well as our review of the City’s organizational structure and size, we anticipate this project will require 420 hours to complete. SDI’s billing rate is $175 per hour; thus the cost to complete the requested phases and tasks would be $73,500. A detailed breakdown of costs is provided in Table 8 below.

Table 8 – Detailed Cost Proposal by Phase and Task

<table>
<thead>
<tr>
<th>Phase</th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Project Initiation</td>
<td>30</td>
<td>$175.00</td>
<td>$5,250</td>
</tr>
<tr>
<td>Phase 2 - Assessment and Requirements Development</td>
<td>130</td>
<td>$175.00</td>
<td>$22,750</td>
</tr>
<tr>
<td>Phase 3 - RFP Development, Release and Administration</td>
<td>70</td>
<td>$175.00</td>
<td>$12,250</td>
</tr>
<tr>
<td>Phase 4 - Proposal Evaluation and Selection</td>
<td>160</td>
<td>$175.00</td>
<td>$28,000</td>
</tr>
<tr>
<td>Phase 5 - Contract Negotiations</td>
<td>30</td>
<td>$175.00</td>
<td>$5,250</td>
</tr>
<tr>
<td><strong>Total Level of Effort</strong></td>
<td>420</td>
<td></td>
<td>$73,500</td>
</tr>
<tr>
<td><strong>Not to Exceed Travel</strong></td>
<td></td>
<td></td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td></td>
<td></td>
<td>$74,500</td>
</tr>
</tbody>
</table>

SDI will bill the City monthly for actual hours worked the prior month, and the invoice will provide detail about activities undertaken during that month.

Travel Costs

In addition to the hourly project costs, SDI will incur travel expenses during onsite activities. Because our resources are local, travel costs will be limited to mileage and meal expenses when onsite. These costs are estimated at $1,000, and SDI agrees to a not-to-exceed budget of $1,000 for travel expenses. These expenses will be billed at the end of each month and will be substantiated with receipts.
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER ITEM NO: 13

SUBJECT: PURCHASE OF ELECTRONIC MESSAGE BOARDS FOR 2019-20 FISCAL YEAR

RECOMMENDATION:


2. Find that the exception to competitive bidding procedures under Chino Hills Municipal Code (CHMC) Section 3.16.110.E applies because DM&M Capital Inc. dba National Visual Systems has an existing contract through General Services Administration (GSA), an authorized Federal Supply Service, and the procurement process utilized by the entity is substantially similar to the provisions of CHMC Chapter 3.16 - Purchasing System.

3. Authorize the issuance of a purchase order to National Visual Systems in the amount of $44,177.50 utilizing cooperative purchase agreement contract 47QSMA19D08P9 for the purchase of two (2) Wanco #WVTM-A Mini Hydraulic matrix boards utilizing Tobacco Grant Funds.

BACKGROUND/ANALYSIS:

On November 13, 2018, City Council accepted the California Department of Justice Tobacco Law Enforcement Grant Funds in the amount of $95,818 for use over two fiscal years ($67,099 for FY 18/19 and $28,719 for FY 19/20). In FY 18/19, $22,118 of the awarded grant funds were utilized for Tobacco Grant Operations by the Sheriff’s Department. Staff submitted a budget modification request to the CA Department of Justice to rollover the remaining balance of the grant into FY 19/20, which was approved by the grant manager on November 19, 2019. Consequently, Staff is requesting that Council approve the remaining balance of $73,700 be appropriated for use in FY 19/20.

The City was awarded these funds to provide Police Department staff support for tobacco related training, education, enforcement, and community outreach. One of the objectives outlined in the original grant proposal was to conduct a citywide tobacco law education program over the period of the grant using electronic message boards to target areas around schools and tobacco retailers displaying information regarding the dangers of tobacco use, and state laws and local ordinances governing the sales of tobacco products. Staff is requesting approval to purchase two electronic message boards for this purpose.
Pursuant to the City's Municipal Code 3.16.110 Exceptions to Competitive Bidding Requirements, the City may join into an existing purchase contract obtained within the last 36 months through competitive bidding prepared by and awarded by another local, state, federal governmental agency, public agency, or a cooperative purchasing entity. The Cooperative Purchasing Program run by GSA allows state, local, and tribal governments to purchase IT, security, and law enforcement products offered through an Authorized Federal Supply Schedule Price List.

National Visual Systems has an existing contract with the U.S. General Services Administration (GSA), Contract No. 47QSMAM19D008P9, and is able to comply with the City's requirements and specifications regarding the electronic message boards within the budgeted amount allocated under the Tobacco Law Enforcement Grant.

ENVIRONMENTAL (CEQA) REVIEW:
On November 13, 2018, this proposed action was determined to be exempt from the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CC § 15378 (b)(4-5)).

FISCAL IMPACT:
The proposed budget amendment will increase the revenue and expenditure budgets in the Miscellaneous Grants Fund by $73,700. There is a zero net effect on fund balance with this item. There is no impact on the General Fund with this item.

REVIEWED BY OTHERS:
This item has been reviewed by the Finance Director.

Respectfully Submitted, Recommended By:

Benjamin Montgomery
City Manager

Rod Hill
Assistant City Manager

Attachments
Budget Resolution
Budget Amendment
National Visual Systems Quote
GSA Contract
RESOLUTION NO. 2020R-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHINO HILLS, CALIFORNIA, ADOPTING A BUDGET
AMENDMENT FOR FISCAL YEAR 2019-20 INCREASING
THE MISCELLANEOUS GRANT FUNDS BY $73,700 FOR
THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO
LAW ENFORCEMENT GRANT

WHEREAS, the City Manager has presented to the City Council a proposed
budget for Fiscal Year 2019-20; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting
on June 11, 2019, to consider the Fiscal Year 2019-20 budget document, and adopted a
budget for the fiscal year commencing July 1, 2019 and ending June 30, 2020; and

WHEREAS, amendments must periodically be made to the budget to conform to
changed circumstances following adoption of the budget.

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

SECTION 1. Budget Amendment No. 20B059 is hereby approved as reflected on
Exhibit No. 1, attached hereto.

SECTION 2. The City Clerk shall certify the adoption of this Resolution

PASSED, APPROVED, AND ADOPTED this 10th day of March, 2020.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY
I, Cheryl Balz, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2020R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the xxxx day of Xxxxxxx, 2020, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this xxxx day of Xxxxxxxx, 2020.

CHERYL BALZ, CITY CLERK
CITY OF CHINO HILLS
BUDGET AMENDMENT
BA# 20B059

Council Meeting Date: 3/10/2020  Fiscal Year: 2019-20
Requested by: Susan Shaker  Amount: $73,700.00 net: $0.00
Dept/Div: City Manager- Administration  Description: To budget for Police Services

**EXPENDITURES**

<table>
<thead>
<tr>
<th>GL String/Project String</th>
<th>Account Description</th>
<th>Current Budget</th>
<th>Proposed Amendment</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>TLEG20- CONTRACT</td>
<td>Misc Grant - Police Services</td>
<td>$</td>
<td>$73,700.00</td>
<td>$73,700.00</td>
</tr>
</tbody>
</table>

**REVENUES**

<table>
<thead>
<tr>
<th>GL String/Project String</th>
<th>Account Description</th>
<th>Current Budget</th>
<th>Proposed Amendment</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>TLEG20- REIMB</td>
<td>Misc Grant - Tobacco Law Enfrc Grant</td>
<td>$</td>
<td>$73,700.00</td>
<td>$73,700.00</td>
</tr>
</tbody>
</table>

**REASON/JUSTIFICATION**

To adjust budget and record Police Services - Tobacco Grant awarded in Fiscal Year 2018-19 for FY19/20 budget.
OUR QUOTES/BIDS ARE VALID FOR 90 DAYS ONLY. PRICES DO NOT INCLUDE INSTALLATION, SHIPPING AND HANDLING, SHOP DRAWINGS, SUBMITTALS, TAX OR PERMITS UNLESS SPECIFIED BELOW. INSTALLATION IS CALCULATED ON A ONETRIP CHARGE. CLIENT CAUSED DELAYS WILL RESULT IN AN ADDITIONAL INSTALLATION CHARGE. CONTRACTORS LICENSE #830654. GSA CONTRACT 47QSMN19D08P9

TO: City of Chino Hills  
14000 City Center Drive  
Chino Hills, CA 91709  

ATTN: Megan Dearing  

TEL: 909-364-2633  

DATE: March 3, 2020  
DELIVERY: 5 weeks  
SHIP VIA: Delivery  
TERMS: Net 30 days  
SALESPERSON: Michael McKee  
FILE NAME: Chino120219

PROJECT NAME:  

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
</table>
| 1    | 2        | Wanco #WVTM-A Mini Hydraulic matrix board  
- Solar upgrade to 130W  
- Secure battery box with battery upgrade,  
- 3" pintle  
- 7 pin trailer lights | $20,500.00 | $41,000.00 |

SUB-TOTAL: $41,000.00  
SALES TAX: $3177.50  
INSTALLATION: $  
TOTAL: $44,177.50

DISCLAIMER: Buyer is aware that National Visual Systems (NVS), is held harmless against any and all action arising from the use of information contained in any sign or messages therein, covered by this quote. Total confirmation to ADA and other state or local guidelines is not the responsibility of NVS. The responsibility of total compliance to ADA/State/Federal/City & Local Codes is the responsibility of the Buyer.

CUSTOMER: ** WE ACCEPT VISA/MASTERCARD **

NAME:  
SIGNATURE:  
TITLE:  
DATE:
General Services Administration
Federal Supply Service
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.GSAAdvantage.gov.

Schedule Number: 078
Schedule Title: Sports, Promotional, Outdoor, Recreational, Trophies and Signs (SPORTS)
FSC Group: 99
FSC Class: 9905

Contract No.: 47QSMA19D08P9

For more information on ordering from Federal Supply Schedules click on the FSS Schedules at www.fss.gsa.gov. Find link to GSA Schedules. Then find link to Customers Ordering from Schedules. Next, find links to Ordering Procedures for Services Requiring a Statement of Work and Ordering Procedures for Services not Requiring a Statement of Work.

Contract Period: February 28, 2019 thru February 27, 2024

Contractor: DM&M Capital Inc., d/b/a National Visual Systems
5482-G Oceanus Drive
Huntington Beach, CA 92649-1043
Phone: 714-891-2670
Toll Free: 800-788-2670
Fax: 714-898-9034
www.nationalvisual.com

Contract Administrator: Michael McKee
Email: signs@nationalvisual.com

Business Size: Small, Woman-owned business

CUSTOMER INFORMATION

1a. Awarded Special Item Numbers:
Placards, Posters, Sign Post/Hardware, and Related Product and Services.

366-90 - Ancillary Supplies and/or Services

1b. **Lowest Priced Model and Unit Cost:**

<table>
<thead>
<tr>
<th>Model</th>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>366-11</td>
<td>Foam Letters 1”</td>
<td>$2.15 each</td>
</tr>
<tr>
<td>366-90</td>
<td>Installation services</td>
<td>$65.00 per hr.</td>
</tr>
</tbody>
</table>

1c. **Hourly Rates:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installer</td>
<td>$65.00 per hr.</td>
</tr>
</tbody>
</table>

2. **Maximum Order:** $100,000
3. **Minimum Order:** $100.00
4. **Geographic Coverage:** 50 United States and Washington, DC
5. **Point of Production:** National Visual Systems
   5482-G Oceanus Drive
   Huntington Beach, CA 92649-1043
6. **Discount from List Price:** 35% off January 2015 National Visual Systems Commercial Price List
7. **Quantity Discounts:** Sales over $10,000 per order receive an additional 3% discount.
8. **Prompt Payment Terms:** 1%/15 days; Net 30 days

9a. **Gov’t. Purchase Cards at or below the Micro-Purchase threshold:** Yes - accepted (no additional discount)
9b. **Gov’t. Purchase Cards above the Micro-Purchase threshold:** Yes - accepted (no additional discount)
10. **Foreign Items:** None
11a. **Time of Delivery:** 30 Days ARO
11b. **Expedited Delivery:**
   - Emergency not in stock - 15 days
   - Emergency in stock - 3 days
11c. **Overnight and 2nd Day Delivery:** Available, contact for rates
11d. **Urgent Requirements:** Contact contract administrator for rates.
12. **F.O.B. Point:** Origin, Prepaid (Huntington Beach, CA)
13a. **Ordering Address:** National Visual Systems
    5482-G Oceanus Drive
    Huntington Beach, CA 92649-1043
13b. **Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage ([http://www.fss.gsa.gov/schedules](http://www.fss.gsa.gov/schedules)).
14. **Payment Address:** Same as 13a.
15. **Warranty:** 1 year
16. **Export Packing Charges:** Not Applicable
17. **Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level):**
   Accepted (no additional discount)
18. Terms and Conditions of Rental, Maintenance & Repair:  
Not applicable

19. Terms and Conditions of Installation: Available, contact us for more information.

20. Terms and Conditions of Repair Parts:  
Not applicable

20a. Terms and Conditions for any Other Services:  
Not applicable

21. List of Service & Distribution Points:  
Not applicable

22. List of Participating Dealers:  
Not applicable

23. Preventative Maintenance:  
Not applicable

24a. Special Attributes:  
Not applicable

24b. Section 508 (EIT):  
Not applicable

25. DUNS Number:  
154-276-703

26. Registration in SAM Database:  
Yes, current and accurate

27. Policy regarding uncompensated overtime:  
Not applicable
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

ITEM NO: 14

SUBJECT: CONTRACT WITH LAYFIELD USA CORPORATION FOR RESERVOIRS NO. 1 AND NO. 4 RELINING PROJECT

RECOMMENDATION:

1. Award a contract to Layfield USA Corporation in the amount of $194,036.00 for the Reservoirs No. 1 and No. 4 Relining project.

2. Authorize staff to issue a Notice of Award.

3. Authorize staff to accept the performance and payment bonds, and proof of insurance, and issue a Notice to Proceed upon receipt and acceptance of same.

4. Authorize the City Manager, at his discretion, to approve cumulative change orders up to 10% ($19,403.60) of the awarded contract.

BACKGROUND/ANALYSIS:
On November 26, 2019, the City Council passed Resolution No. 2019R-081 authorizing staff to solicit bids for the Reservoir No. 1 and Reservoir No. 4 Relining Project. On January 9, 2020, three bids were received and are summarized as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Layfield USA Corporation</td>
<td>$194,036.00</td>
</tr>
<tr>
<td>2. Flexi-Liner</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>3. Top Line Engineers, Inc.</td>
<td>$397,100.00</td>
</tr>
</tbody>
</table>

Competitively bid public projects are to be awarded to the lowest responsible bidder. As shown above, Layfield USA Corporation is the lowest bidder. Staff reviewed and verified the submitted bid and found Layfield USA Corporation to be a responsive bidder and meets the minimum requirements. Staff received favorable reports and references regarding work performed by Layfield USA Corporation and recommends the City Council award a contract in the amount of $194,036.00 for relining of the two reservoirs.

ENVIRONMENTAL (CEQA) REVIEW:
The project has been determined to be exempt as a Class 1(b) Categorical Exemption (existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services), pursuant to section 15301 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq.
FISCAL IMPACT:
The total estimated cost for this project is as follows:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>$1,196.00</td>
</tr>
<tr>
<td>Reline two 1 million Gallon Reservoirs</td>
<td>$192,840.00</td>
</tr>
<tr>
<td>Contingencies (10%)</td>
<td>$19,403.60</td>
</tr>
<tr>
<td><strong>Total Estimated Project Cost</strong></td>
<td><strong>$213,439.60</strong></td>
</tr>
</tbody>
</table>

The current Capital Outlay Budget has $213,439.60 budgeted for the Reservoir Lining Project. There is no impact on the General Fund with this item. The funds available for this project are as follows:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Production Capital Outlay Budget</td>
<td>$213,439.60</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$213,439.60</strong></td>
</tr>
</tbody>
</table>

REVIEWED BY OTHERS:
This item has been reviewed by the Finance Director.

Respectfully Submitted,  
Benjamin Montgomery  
City Manager

Recommended By:  
Daniel Bobadilla  
Director of Public Works/City Engineer

Attachments  Agreement - Layfield
CITY OF CHINO HILLS AGREEMENT
FOR CONSTRUCTION OF
RESERVOIR NO. 1 AND RESERVOIR NO. 4
RELINING PROJECT
(COP NO. PW200002)

This Agreement is made and entered into this 10th day of March, 2020 by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and LAYFIELD USA CORPORATION, ("CONTRACTOR"). City and Contractor do hereby agree as follows:

I. The complete contract includes all of the Contract Documents, to wit:

- Notice Inviting Bids, Dated November 26, 2019
- Instructions to Bidders
- Addenda
- Contractor's Bid (Bid Documents), Dated January 9, 2020
- Bid Bond
- Payment Bond
- Contract Performance Bond
- Certificates of Insurance and Endorsements
- Agreement
- Certified Copy of the record of action of the City Council of City of Chino Hills, Chino Hills, California
- Notice of Award
- Notice to Proceed
- The Plans (Contract Drawings)
- Standard Specifications for Public Works Construction.
- Standard Plans
- Reference documents
- Change Orders or Work Change Directives
- Public Improvement Warranty

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

II. The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference in consideration of:

TOTAL BID: $194,036.00

Construction Agreement

Reservoirs No. 1 & No. 4 Relining Project
Project No. COP SW200002
III. Contractor shall furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company admitted and authorized to do business in California as such and satisfactory to the City Council. Upon filing of the Notice of Completion, Contractor shall be required to maintain a labor and material bond for a period of seven (7) months and shall furnish a warranty bond in the amount of 15% of the contract amount for a period of twelve (12) months.

IV. The Contractor agrees to indemnify, protect, defend and hold harmless the City, and their authorized agents, officers, volunteers, the engineer and employees against any and all claims arising from Contractor's acts or omissions and for any costs or expenses incurred by the City, or their authorized agents, officers, volunteers and employees, on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the Contractor shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with One Million Dollars ($1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

- **General Liability** - Such general liability insurance shall be written with a limit of liability of not less than Two Million Dollars ($2,000,000.00) combined single limits for damages arising out of bodily injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse and underground exposure.

- **Vehicle Liability** - Such vehicle liability insurance shall be written with a limit of liability of not less than Two Million Dollars ($2,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents, City's Representative, the Engineer and his/her consultants, and each of their officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price.
in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5%) percent of the contract amount.

All insurance required herein shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, and which insurers are admitted and authorized to do business in California as insurance carriers.

Contractor shall, within ten (10) calendar days after receipt of the notice of award from the City, furnish certificates of insurance and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and professional liability coverage, if applicable, shall obtain additional endorsements covering the City and its employees, agents, volunteers and officers as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the City, its officers, volunteers, employees, contractors, agents and subcontractors.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the City.

V.

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the total sum of One Hundred Ninety-Four Thousand Thirty-Six dollars ($194,036.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment to be made forty-five (45) days acceptance of the project as complete by the City Council. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the City to proceed with the work and shall complete bid items within ninety (90) working days. City and Contractor have discussed the provisions of Government Code, Section 53069.85 and the damages that may be incurred by City if the Work is not completed within the time specified in this Agreement.
The City and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of working days allowed. Accordingly, City and Contractor agree that the sum of one thousand and five hundred dollars ($1,500.00) per calendar day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he/she will be required to secure the payment of compensation to his/her employees.

VIII.

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

IX.

The Contractor hereby agrees to reimburse the City for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing held pursuant to the provisions of Chapter 2, Division 5, Title 1, of the Government Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the City of Chino Hills shall prepare and certify a statement of all costs incurred by the City for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owning to the general contractor prior to acceptance of the project.

X.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to pursue the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this contract by City. Contractor shall be liable for all City's costs to complete the work and this contract.

XI.

The person or persons executing this Agreement on behalf of contractor warrants and represents he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind contractor to the performance of its obligations hereunder.
XII.

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

City.

City of Chino Hills
Attention: City Clerk
14000 City Center Drive
Chino Hills, California 91709
Email: cityclerk@chinohills.org

Contractor.

Layfield USA Corporation
Attention: Rob Rempel, V.P.
10038 Marathon Parkway
Lakeside, CA 92040

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

XIII.

This Agreement contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF CHINO HILLS

Art Bennett
Mayor

ATTEST:
Cheryl Balz
City Clerk

LAYFIELD USA COPROPORTATION

(Signature)

Mike De Silvia
Sales Mgr.

(Date)

APPROVED AS TO FORM:
Mark D. Hensley
City Attorney

(Date)
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER
ITEM NO: 15
SUBJECT: CORONAVIRUS DISEASE 2019 (COVID-19)

RECOMMENDATION:

BACKGROUND/ANALYSIS:
Staff is continuing to closely monitor the Coronavirus Disease 2019 (COVID-19) situation throughout the County, State and nationally. The San Bernardino County Department of Public Health and the San Bernardino County Office of Emergency Services are working cooperatively to keep cities throughout the County updated with the latest information and guidance on a variety of topics ranging from personal hygiene to travel advisories. In addition, the City of Chino Hills is also coordinating a public information campaign with the Chino Valley Fire District and the City of Chino to ensure accurate and consistent messaging is provided to citizens throughout the Valley.

The City of Chino Hills is aware that other jurisdictions within California have declared public health emergencies due to specific circumstances within their geographic areas. However as of March 5, 2019, the San Bernardino County Department of Public Health indicates the risk from COVID-19 to the general public in the County remains low at this time, and no cases have been reported. There is no immediate threat to San Bernardino County and no special precautions are required, but they are recommending citizens continue to practice good public health hygiene. People should not be excluded from activities based on their race, country of origin or recent travel if they do not have symptoms of respiratory illness. All San Bernardino County residents and visitors should continue to engage in regular activities and practice good public health hygiene as this is the height of flu season across the county.

As is typical during any flu season, public health officials recommend individuals take a number of steps to protect both their health and the health of those around them, which include:

- Wash hands with soap and warm water for 20 seconds or use an alcohol-based hand sanitizer with at least 60% alcohol.
- Avoid touching eyes, nose or mouth with unwashed hands.
- Avoid close contact with individuals who are sick.
- N95 masks are NOT recommended outside of a healthcare setting. Surgical masks can be worn by sick individuals to reduce their likelihood of spreading germs.
- If someone becomes sick with respiratory symptoms like fever and cough, they should stay away from work, school, and other people to avoid spreading the illness and seek treatment from their healthcare provider.
The San Bernardino County Department of Public Health (DPH) has developed a Coronavirus Disease 2019 (COVID-19) Website for resources that can be used by the City, our businesses and the community: http://wp.sbcounty.gov/dph/coronavirus/. Additionally, residents can obtain more information by visiting the Centers for Disease Control and Prevention (CDC) at www.cdc.gov/coronavirus/2019-ncov/index.html and www.chinohills.org/coronavirus.

Staff will continue to monitor the situation and immediately inform the community if any specific precautions or guidance are provided by either the Department of Public Health or the Office of Emergency Services.

ENVIRONMENTAL (CEQA) REVIEW:
None

FISCAL IMPACT:
None

Respectfully Submitted,  
Benjamin Montgomery  
City Manager

Recommended By:  
Rod Hill  
Assistant City Manager
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

ITEM NO: 16

SUBJECT: ALTERNATE CITY COUNCIL MEETING DATE FOR SECOND MEETING IN MAY, 2020

DATE: MARCH 10, 2020

RECOMMENDATION:
Discuss the possibility of rescheduling the May 26th Budget Workshop and Council Meeting to Wednesday, May 27th due to a conflict with the High School graduation ceremonies.

BACKGROUND/ANALYSIS:
The City of Chino Hills Municipal Code Section 2.04.010 sets the day and time of regular City Council meetings as the second and fourth Tuesday of each month. Recently, the City received information that the annual graduation ceremonies for Ayala and Chino Hills High Schools will be held on the Tuesday of May 26, 2020. The City Council has a tradition of attending all high school graduation ceremonies, therefore due to the scheduling, this year presents a conflict with the regularly scheduled City Council meeting.

Staff is recommending rescheduling the May 26th City Council meeting to the following day, Wednesday, May 27th at 3:00 p.m. for the Budget Workshop and 5:00 p.m. and 7:00 p.m. for closed session and the public meeting, respectively, to allow Council Members to continue with the tradition of supporting our local high schools by attending their graduation ceremonies.

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

FISCAL IMPACT:
There is no fiscal impact.

Respectfully Submitted,

Benjamin Montgomery
City Manager

Recommended By:

Cheryl Balz
City Clerk
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER ITEM NO: 17
SUBJECT: MUNICIPAL CODE AMENDMENT 19MCA11 -- CHAPTER 16.34 PARKING AND LOADING

RECOMMENDATION:
Introduce Ordinance entitled: "AN ORDINANCE OF THE CITY OF CHINO HILLS AMENDING CHAPTER 16.34 PARKING AND LOADING OF THE CHINO HILLS MUNICIPAL CODE" and determine that the ordinance is exempt from the California Environmental Quality Act

BACKGROUND/ANALYSIS:
Chapter 16.34 Parking and Loading regulates the provision and design of off-street parking facilities for land uses within the City. This Chapter was originally adopted as part of the overall Municipal Code adoption for the City in 1995. There have been several minor updates to the Chapter on specific sections in 2013 and 2014; however, this Chapter is largely out of date.

Within Section 16.34.060 of the Code, Table 65-1 "Number of Automobile Parking Spaces Required" specifies the number of parking spaces required for land uses within the City based upon the type of use (e.g. single-family residential, multi-family residential, general retail, medical office, etc.). Currently, the table is too specific for parking requirements and is not consistent with the recently revised Land Use Matrix in Appendix A. Staff researched nearby cities' (Brea, Chino, and Eastvale) parking requirements and compared them to the City's currently adopted parking requirements. Current parking ratios are largely similar to these researched cities. Many of the changes Staff is proposing to amend Table 65-1 of Chapter 16.34 Parking and Loading would provide consistency with the recently adopted Appendix A Land Use Matrix. The following are notable changes staff proposes to Table 65-1:

- Remove parking requirements for uses not listed in Appendix A Land Use Matrix;
- Consolidate various retail and grocery uses into a "General Retail" consistent with Appendix A;
- Add "General Retail as part of a Shopping Center" (parking ratio consistent with approved shopping center ratios and researched Cities);
- Add parking requirements for uses in Appendix A Land Use Matrix that are not currently listed in Table 65-1 (e.g. Athletic, Fitness or Health Facility and Live Entertainment, Micro-brewery, Swimming Pool and Commercial adventure, etc.);
- Revise restaurant parking requirements;
- Update category titles for Appendix A Land Use Matrix consistency; and
- Re-organize Table 65-1 in alphabetical order.
The few revised ratios and parking requirements in Table 65-1 are based on City approved shopping centers, shared parking studies for specific projects within the City (square footage of uses divided by peak hour parking demand based on the Urban Land Institute guidelines), and researched cities as noted in this report. These changes are shown in Table 1 below.

**TABLE 1**

<table>
<thead>
<tr>
<th>USE</th>
<th>CURRENT RATIO</th>
<th>PROPOSED RATIO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional School</td>
<td>1 space/3 Students, plus 1 space for each staff member, faculty member, and employee</td>
<td>1 space/250 square feet of gross floor area</td>
</tr>
<tr>
<td>Medical Laboratories</td>
<td>1 space/200 square feet of gross floor area</td>
<td>1 space/300 square feet of gross floor area</td>
</tr>
<tr>
<td>Restaurants</td>
<td>1 space/100 square feet or 1 space for every three persons (as determined by occupancy load)</td>
<td>1 space/75 square feet of gross floor area of serving area, plus 1 space/200 square feet of gross floor area of kitchen area</td>
</tr>
<tr>
<td>Outdoor Dining</td>
<td>The greater of 1 space/200 square feet of outdoor seating area or 1 space for every 3 seats*</td>
<td>1 space/150 square feet of outdoor seating area *Current parking requirements are only for outdoor dining areas in excess of 16 seats.</td>
</tr>
</tbody>
</table>

As part of the Code update, Section 16.34.060.A.3 is added to clarify when new uses within existing shopping centers require a shared parking study.

Additional revisions include:

- Clarify parking access for residential and non-residential settings;
- Revision to parking space dimensions with a revised Figure 65-1;
- Removal of Bicycle Space requirements as it is governed by the California Building Code; and
- Additional changes to clarify existing provisions of the ordinance and make minor adjustments to its language.

The proposed revisions will not create any non-conforming situations within the City with regard to required parking spaces. The proposed code changes are shown in redlines in the attached Exhibit "B", and the current Chapter 16.34 Parking and Loading is attached as Exhibit "C".

**PLANNING COMMISSION REVIEW**

On February 18, 2020, staff presented the code amendment to Chapter 16.34 Parking and Loading. The Planning Commission had minor comments and edits for further clarification of the amendment. One public speaker, Daniel Sarmiento, raised concerns about guest parking within multi-family residential development. The Planning Commission adopted a resolution recommending that the City Council adopt Municipal Code Amendment 19MCA11, by a unanimous vote, 5-0.

**PUBLIC COMMENTS**

Notice of the public hearing was published in the Chino Hills Champion on February 29, 2020. As of the writing of this report, staff has not received any public comments concerning the proposed Municipal Code Amendment.
ENVIRONMENTAL (CEQA) REVIEW:
In accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.), the proposed Ordinance has been determined to be exempt from CEQA for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)), and (3) the Ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

FISCAL IMPACT:
There is no fiscal impact with this item.

REVIEWED BY OTHERS:
This item has been reviewed by City Attorney.

Respectfully Submitted,  
Benjamin Montgomery  
City Manager

Recommended By:  
Joann Lombardo  
Community Development Director

Attachments
- Ordinance
  Exhibit A - Proposed Chapter 16.34 Parking and Loading (clean version)
  Exhibit B - Proposed Chapter 16.34 Parking and Loading (redlined version)
  Exhibit C - Current Chapter 16.34 Parking and Loading
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CHINO HILLS AMENDING
CHAPTER 16.34 PARKING AND LOADING OF THE CHINO HILLS
MUNICIPAL CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council does hereby make the following findings of fact:

a. Chapter 16.34 Parking and Loading regulates the provision and design of
off-street parking facilities for land uses within the City. This Chapter was
originally adopted as part of the overall Municipal Code adoption for the City
on November 14, 1995. There have been several minor updates to the
Chapter on specific sections in 2013 and 2014; however, like many
Chapters in the Municipal Code, this Chapter is largely out of date.

b. The proposed code amendment for Chapter 16.34 Parking and Loading will
provide clarity to existing provisions within the chapter and consistency with
the recently adopted Appendix A Land Use Matrix.

c. On February 18, 2020, the Planning Commission held a duly noticed public
hearing to receive oral and documentary evidence from the public regarding
the proposed amendment. The Commission adopted a resolution
recommending to the City Council the adoption of the proposed Municipal
Code Amendment.

d. Notice of the public hearing was published in the Chino Hills Champion

e. A duly noticed public hearing before the City Council was conducted on
March 10, 2020, at which time all interested persons were given an
opportunity to testify in support of, or in opposition to the project.

SECTION 2. In accordance with the California Environmental Quality Act
(California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations
(14 California Code of Regulations §§ 15000, et seq.), the proposed Ordinance has been
determined to be exempt from CEQA for the following reasons: (1) it will not result in a
direct or reasonably foreseeable indirect physical change in the environment (14 Cal.
Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a
significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)), and (3) the
Ordinance does not constitute a “project” as defined in the CEQA Guidelines (14 Cal.
Code Regs. § 15378).
SECTION 3. As required under Government Code § 65860, the City Council finds that Chino Hills Municipal Code amendments proposed in Municipal Code Amendment 19MCA11 are consistent with the Chino Hills General Plan as follows:

a. The proposed Municipal Code Amendment No. 19MCA11 will amend Title 16, Chapter 16.34 Parking and Loading to clarify existing provisions and provide consistency with the currently adopted Appendix A Land Use Matrix. The amendments will assist in the implementation of the Municipal Code so that precise development standards are provided for development and building construction in the City to ensure a high quality of life for all residents. The amendment is consistent with Goal C-1: Promote a Comprehensive Vehicular Transportation Network; Policy C-1.2: Create a safe, efficient, and neighborhood friendly street system; Action C-1.2.10: Plan access and circulation of each development project to accommodate vehicles (including emergency vehicles and trash trucks), pedestrians, and bicycles; and Action C-1.2.11: Require adequate off-street parking for all developments.

SECTION 4. In accordance with Chino Hills Municipal Code § 16.62.040, the City Council makes the following findings of fact:

a. **FINDING**: That the proposed Municipal Code Amendment is consistent with the goals, policies and objectives of the General Plan.

**FACT**: The proposed Municipal Code Amendment No. 19MCA11 will amend Title 16, Chapter 16.34 Parking and Loading to clarify existing provisions and provide consistency with the currently adopted Appendix A Land Use Matrix. The amendments will assist in the implementation of the Municipal Code so that precise development standards are provided for development and building construction in the City to ensure a high quality of life for all residents. The amendment is consistent with Goal C-1: Promote a Comprehensive Vehicular Transportation Network; Policy C-1.2: Create a safe, efficient, and neighborhood friendly street system; Action C-1.2.10: Plan access and circulation of each development project to accommodate vehicles (including emergency vehicles and trash trucks), pedestrians, and bicycles; and Action C-1.2.11: Require adequate off-street parking for all developments.

b. **FINDING**: That the proposed Municipal Code Amendment will not adversely affect surrounding properties.

**FACT**: The proposed Municipal Code Amendment would further clarify existing provisions of the chapter and provide consistency with the recently adopted Appendix A Land Use Matrix. Therefore, the code amendment will not adversely affect properties within the City.
SECTION 5. The City Council adopt an ordinance amending Chapter 16.34 Parking and Loading specified terms to read as provided in the document labeled as Exhibit “A”, attached to, and incorporated into, this resolution by this reference.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the San Bernardino County Code as the same were adopted by reference by City Ordinances Nos. 91-01 and 92-02.

SECTION 7. If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 9. Repeal of any provision of the Chino Hills Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.

SECTION 10. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the Chino Hills Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Chino Hills Municipal Code provisions or other city ordinances to remain in full force and effect for all purposes.

SECTION 11. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Chino Hills’ book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 12. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED this _____ day of ____________, 2020.

__________________________
ART BENNETT, MAYOR

ATTEST:

__________________________
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

__________________________
MARK D. HENSLEY, CITY ATTORNEY
STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss
CITY OF CHINO HILLS )

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that Ordinance No. was duly introduced at a regular meeting held March 10, 2020; and adopted at a regular meeting of the City Council held on the 24th day of March, 2020 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

I, CHERYL BALZ, City Clerk of the City of Chino Hills further certify that summaries of the Ordinance were published on Xxxxx xx, xxxx and Xxxxx xx, xxxx in the Chino Hills Champion newspaper.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this xxxx day of XXXXXXXXX, 2020.

__________________________
CHERYL BALZ, CITY CLERK
Chapter 16.34 - PARKING AND LOADING

Sections:

16.34.010 - Intent and purpose.

The purpose of the parking and loading regulations is to ensure that all land uses provide adequate off-street parking facilities and adequate facilities for vehicle movement and loading activities associated with a use. The intent of these regulations is to ensure that the use of land does not negatively interfere with the use of and circulation on public rights-of-way, and that private on-site circulation does not pose a potential safety problem.

16.34.020 - Applicability.

A. The minimum standards of this chapter shall apply to all proposed land uses, buildings, and structures.

B. The minimum standards of this chapter shall also apply to all proposed additions, enhancements, and modifications to existing land uses or structures. At the time the building or structure is added onto, enlarged, or the use is intensified so as to cause a need for additional parking, parking and loading spaces shall be provided for both the existing units and the modified or enlarged portions so as to conform to provisions of this chapter, except as indicated in subsection C of this section.

C. Exemption for Existing Single-Family Homes. Structural additions or reconstruction project that is less than the fifty (50) percent of the square footage of the existing on-site buildings is not required to meet the parking requirement as indicated in Table 65-1, provided that the existing single-family home already provides two covered parking spaces.

16.34.030 - Site plan and building permit required.

A. A Site Plan shall be required for all required parking facilities. The plan shall consist of a detailed layout of the parking facility, site, and parking lot landscaping. The plan shall be accurately dimensioned, showing all required parking spaces, landscaped areas, driving aisles, ingress/egress points, etc. The Site Plan shall be submitted and reviewed in conjunction with any application for planning, land use, engineering, or building permit.

B. A parking facility or driveway shall have building and engineering permits for the facility or driveway in accordance with applicable provisions contained in the Municipal Code.

16.34.040 - Encroachment into right-of-way prohibited.

Land within the right-of-way of a proposed street or highway, or within the planned ultimate right-of-way on a street or highway proposed to be widened, shall not be used to provide required parking and loading facilities.

16.34.045 - Clear corner areas at street intersections and driveways for sight visibility.

See Section 16.06.080 of this Code.

16.34.050 - Location of parking and loading facilities.

A. Residential Uses.
1. Required parking facilities for residential zone districts shall be located on the same lot or parcel of land as the use the parking facilities are intended to serve, or within a single development as approved through the applicable entitlement permit granted pursuant to this Municipal Code that includes a requirement that a covenant, approved as to form by the City Attorney, shall be recorded describing the combined parking arrangement and granting reciprocal access rights to the parking facilities. The facilities shall be conveniently and safely located on the site. Required parking facilities provided by a given project shall be used exclusively for parking purposes by that project or residence, and shall not be leased, sold, or utilized by other projects or entities.

2. Per Section 16.34.080 of this chapter, parking on unpaved areas is prohibited in all zoning districts.

3. Within a required front yard area, vehicles may be parked only on a parking space as defined in Section 16.34.080 of this chapter. Vehicles parked within a front yard area may not extend past the right-of-way line at the front of the lot or into an easement for sidewalk or access purposes.

4. Vehicles may be parked in a side or rear yard area, or within the buildable area of a lot on a parking space as defined in Section 16.34.080 of this chapter, provided that a minimum of three feet of clearance is provided between the vehicle and the adjacent outside wall of any structure containing windows.

B. Nonresidential Uses. Required parking for nonresidential uses shall be located:

1. On the same lot or parcel of land as the use which the facilities serve; or

2. On an adjoining lot or parcel of land under the same ownership as the lot supporting the use the parking facilities serve, provided that the adjoining lot is merged with the property containing the primary use for which the parking is required; or a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A); or

3. On a lot or parcel of land separated only by an alley (twenty (20) feet wide or less) from the lot or parcel supporting the use the parking facilities serve, provided
   a. That such lots or parcels are under the same ownership;
   b. That such lots or parcels would be contiguous if not separated by the alley;
   c. That direct vehicular and pedestrian passage between such lots or parcels would be possible if the alley were vacated;
   d. That the parking and vehicular access on such lots or parcels can be designed to ensure safe pedestrian movement between the parking and the property containing the primary use it is intended to serve; and
   e. That a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A).

16.34.060 - Number of parking spaces required.

A. Required Spaces.

1. Table 65-1 specifies the number of off-street parking spaces required for specific uses. The requirement for a use not specifically mentioned shall be the same as for a specified use which has the most similar traffic and/or parking-generating characteristics. The Community Development Director shall determine what constitutes similar traffic-generating characteristics.
2. As provided in Chapter 16.72 (Minor Variances) of this Code, the Director of Community Development may approve up to a thirty (30) percent reduction in the number of required parking spaces. Reductions of more than thirty (30) percent may be approved by the Planning Commission, as provided in Chapter 16.70 (Major Variances).

3. Evaluating parking for new uses within tenant spaces of existing shopping centers shall be calculated at the approved commercial center ratio. Notwithstanding the above, those uses that are identified in Appendix A of this Municipal Code as requiring a use permit may require, as part of its entitlement process, a shared parking study to determine appropriate parking ratios.

B. Fractional Spaces. If the calculation of required parking spaces results in a fractional number, that number shall be rounded up to the next whole number.

C. Total Spaces Required. Accessible and Electric Vehicle Parking spaces may count towards the total parking requirement listed below in Table 65-1 unless otherwise regulated by the California Building Code.

D. For the purposes of this section, parking ratios shall be calculated by total Gross Floor Area (GFA) as defined in Chapter 16.02, or noted otherwise below in Table 65-1.

Table 65-1. Number of Automobile Parking Spaces Required

<table>
<thead>
<tr>
<th>Use</th>
<th>Required Number of Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural/Animal Keeping Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Animal Shelter, Commercial Kennel, Farming/Orchard (Commercial), Horticulture Services</td>
<td>See General Retail</td>
</tr>
<tr>
<td><strong>Commercial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Adult Business</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Alcoholic Beverage on-site sales exclusive to persons over legal drinking age (no restaurant component)</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Athletic, Fitness or Health Facility, and Live Entertainment 2,000 SF-GFA or less</td>
<td>1 space/100 SF-GFA</td>
</tr>
<tr>
<td>Athletic, Fitness or Health Facility, and Live</td>
<td>Subject to parking analysis under Minor Use Permit</td>
</tr>
<tr>
<td>Category</td>
<td>Parking Requirements</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Entertainment 2,001 SF-GFA or more</td>
<td>Pursuant to Appendix A</td>
</tr>
<tr>
<td>Automobile Accessory Sales</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Automobile Dealer New and Used</td>
<td>1 space/2,000 SF-GLA</td>
</tr>
<tr>
<td>Automobile/Truck/Recreational Vehicle Rental - Onsite</td>
<td>1 space/350 SF-GFA, plus 1 space/2,000 SF of outdoor storage or if within existing shopping center, 1 space/per rental vehicle</td>
</tr>
<tr>
<td>Automotive Paint/Body/Repair Shop</td>
<td>1 space/250 SF-GFA of office space, plus 3 spaces for each service bay (service bays do not count as spaces)</td>
</tr>
<tr>
<td>Automotive Tire sales/installation</td>
<td></td>
</tr>
<tr>
<td>Boarding House</td>
<td>1 space/per 2 beds</td>
</tr>
<tr>
<td>Car Wash</td>
<td>3 space/1,000 SF-GFA</td>
</tr>
<tr>
<td>General Retail</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>General Retail as part of Shopping Center</td>
<td>1 space/250 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Home Improvement Center</td>
<td>If restaurant space occupies more than 10% of total GFA, the parking for the additional restaurant space beyond the 10% shall be calculated at the restaurant rate.</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>1 space/guest room, plus additional spaces for restaurant and public assembly areas as required for those uses</td>
</tr>
<tr>
<td>Micro-Brewery/Distillery/Winery</td>
<td>Subject to a parking analysis under Minor Use Permit or Conditional Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Nurseries Retail</td>
<td>1 space/1,000 SF indoor GFA, plus 1 space/2,000 SF gross outdoor retail area</td>
</tr>
<tr>
<td>Uses</td>
<td>Requirements</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Residential Sales Office (Temporary)</td>
<td>3 spaces per model home or unit, including at least 1 space designated for vehicles displaying a disabled placard</td>
</tr>
<tr>
<td>Temporary Sales (Christmas Tree/Pumpkins)</td>
<td>1 space per each 500 SF of tree/pumpkin display area. Minimum number of spaces is subject to review and approval by the City; at least one space must be designated for vehicles displaying a disabled placard.</td>
</tr>
<tr>
<td>Tutoring/Music Instruction 2,000 SF-GFA or less</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>Tutoring/Music Instruction 2,001 SF-GFA or more</td>
<td>Subject to parking analysis under Minor Use Permit pursuant to Appendix A</td>
</tr>
<tr>
<td>Industrial and Manufacturing Uses</td>
<td></td>
</tr>
<tr>
<td>General Manufacturing, Breweries/Distilleries_WINERIES, Recycling Facility Commercial more than 500 SF-GFA (not including buildings used exclusively for warehouse purposes)</td>
<td>1 space/500 SF-GFA of industrial/manufacturing area, plus 1 space/300 SF-GFA of office use, plus 1 space/1,000 SF-GFA of warehouse area</td>
</tr>
<tr>
<td>Self-Storage</td>
<td>1 space/2,500 SF-GFA of warehouse area, plus additional spaces as required for any associated residential/office uses</td>
</tr>
<tr>
<td>Warehouses</td>
<td>1 space/1,000 SF-GFA of warehouse area, plus 1 space/300 SF of office use</td>
</tr>
<tr>
<td>Institutional and Assembly Uses</td>
<td></td>
</tr>
<tr>
<td>Auditoriums, Places of Public Assembly and Religious Institutions</td>
<td>1 space/3 fixed seats (or 54” of bench seating), or 1 space/25 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Professional School</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>Use Type</td>
<td>Parking Requirements</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>School/Education Institution K-12 grades</td>
<td>1.5 spaces/classroom, plus 1 space/5 fixed seats in auditorium, gymnasium or similar public assembly facility, or 1 space/35 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Medical Uses</td>
<td></td>
</tr>
<tr>
<td>Hospitals</td>
<td>1 space/2 patient beds, plus 1 space for each employee and staff member</td>
</tr>
<tr>
<td>Medical Clinic/Urgent Care</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>Medical Laboratories</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Veterinary Hospital</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>Office Uses</td>
<td></td>
</tr>
<tr>
<td>General Office</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>Medical Offices</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Recreation and Entertainment Uses</td>
<td></td>
</tr>
<tr>
<td>Entertainment Center (Indoor)</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Entertainment Center (Outdoor)</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Game Courts (Commercial Venture)</td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Golf Course</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Type of Use</td>
<td>Details</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Swimming Pool or similar recreation water facility (Commercial Venture)</td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Residential Uses</td>
<td></td>
</tr>
<tr>
<td>Apartments in the RM-1, RM-2, and RM-3 zoning districts</td>
<td>2 spaces per unit, with one space required to be covered, plus one guest for every 2 dwelling units, plus the following: 3 spaces for each on-site rental or sales office for developments of 100 units or less, plus 1 additional space for each additional 100 units or fraction thereof, plus 2 additional spaces dedicated for post office delivery and mail pick-up by residents</td>
</tr>
<tr>
<td>Duplex, multifamily condominiums, townhouses, and similar developments in the RM-1, RM-2, and RM-3 zoning districts</td>
<td>2-car garage or carport for each unit, plus one guest space for every 2 dwelling units, plus the following: 3 spaces for each on-site rental or sales office for developments of 100 units or less, plus 1 additional space for each additional 100 units or fraction thereof, plus 2 additional spaces dedicated for post office delivery and mail pick-up by residents</td>
</tr>
<tr>
<td>Mobilehome Park</td>
<td>2 spaces per unit, plus one guest space per every 2 units, plus 2 spaces for each on-site sales or rental office</td>
</tr>
<tr>
<td>Single-family Dwelling Unit in RA, RR, RS, and MU zoning districts</td>
<td>Up to 3,100 SF 1-4 spaces (2 must be in a garage 2) 3,101—6,000 SF 1-5 spaces (3 must be in a garage 3) 6,001 and above-6 spaces (4 must be in a garage 3) Note: 1. The square footage excludes the garage space 2. Unless existing as a carport</td>
</tr>
</tbody>
</table>
### Restaurants

<table>
<thead>
<tr>
<th>Outdoor Dining Areas for restaurants</th>
<th>1 space per 150 SF of outdoor seating area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurants, as defined in Chapter 16.02 of this Code</td>
<td>1 space/75 SF-GFA of serving area, plus 1 space/200 SF-GFA of kitchen area</td>
</tr>
<tr>
<td>Restaurants with drive-through areas must provide at least 6 on-site queuing spaces for patron vehicles ahead of the menu board; or subject to a queuing analysis under a Conditional Use Permit pursuant to Appendix A</td>
<td></td>
</tr>
</tbody>
</table>

### Supportive Uses

<table>
<thead>
<tr>
<th>Assisted Living/Nursing Facility</th>
<th>1 space for every 4 beds, plus parking for on-site employee housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Care Facility, Commercial</td>
<td>1 space per employee, plus 1 space/10 children</td>
</tr>
<tr>
<td>Emergency Shelter</td>
<td>1 space/per 4 beds</td>
</tr>
</tbody>
</table>

**Abbreviations:** SF = square feet, GFA = gross floor area, GLA = gross land area

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**E. Accessible Parking Spaces.** Parking for disabled persons shall be provided pursuant to the provisions of Title 24 of the California Code of Regulations.

**F. Compact Parking.** Compact parking spaces are not permitted. However, such spaces existing on December 14, 1995 may continue to exist as a legal non-conforming use. Parking lots which contain compact spaces as of December 14, 1995 which are restriped to eliminate compact spaces will not be subject to the parking requirements of this chapter, if the elimination of compact spaces results in a deficit of parking (as calculated using the standards in this chapter).

**G. Bicycle Parking.** Bicycle parking spaces shall comply with the currently adopted California Building Code.

**H. Electric Vehicle Parking Spaces (EV parking spaces).** EV parking spaces shall meet the minimum parking stall dimension as indicated in Figure 65-1 of this code, and shall comply with the currently adopted California Building Code.

**16.34.070 - Parking facility layout and dimensions.**

Parking facilities shall be designed to conform to the following minimum standards:
A. Access.

1. Off-Street Parking. Fully accessible, adequate and safe ingress and egress shall be provided from and to a street, highway, alley, or driveway, as required by the City.

2. On-Street Parking. On-street parking for public roads shall comply with Title 12 of the Chino Hills Municipal Code (Streets, Sidewalks and Public places standards) and Chapter 8.16 of the Chino Hills Municipal Code (adopting by reference the California Fire Code) standards. On-street parking for private roads shall adhere to City Engineering standards, unless otherwise modified subject to Fire District concurrence and the applicable entitlement permit pursuant to this Municipal Code.

B. Parking Space Dimensions. The minimum size of a non-covered parking space shall be nine feet wide and nineteen (19) feet long. A 2-foot overhang may count towards the minimum length of nineteen (19) feet provided the overhang does not encroach into a minimum five-foot clear walkway (reference Figure 65-1). The minimum interior clear space for a one-car garage space is ten (10) feet wide by twenty (20) feet long (by example, a two-car garage would be required to be at least twenty (20) feet wide by twenty (20) feet long), free and clear of washer and dryer, water heater, etc. The minimum size of an accessible parking space shall be as directed by Title 24 of the California Code of Regulations.

C. Parking Access. Access leading to parking facilities, including garages for private residences, shall meet the following dimensions:

Single-Family Residential and Duplex:

1. Minimum Residential Driveway Width. The minimum width shall be nineteen (19) feet or equal to the width of the main garage door, whichever is less. For garages located outside the front yard of a property, the driveway leading to the garage shall be a minimum width of twelve (12) feet, provided the width directly in front of the garage is equal to or greater than the main garage door.

2. Minimum Residential Driveway Length. Driveways for single-family or duplex units in any zoning district shall be a minimum of十九 (19) feet in length.

3. Limit on Residential Driveways. The number of permitted driveways shall be one for a lot with a frontage of 50 feet or less; two driveways are permissible for lots with a frontage greater than 50 feet, provided there is a minimum separation of ten (10) feet between the driveways. A curved driveway with two entrances shall count as one driveway and shall have a minimum separation of ten (10) feet between drive entrances.

4. Shared Driveway. Shared driveways for adjoining residential lots shall be a minimum width of nineteen (19) feet, and subject to Zoning Clearance pursuant to Section 16.79 procedures.

Non-Residential and Multi-Family:

1. Maneuvering Areas. Access facilities shall be arranged so that any vehicle can leave the parking area and enter into an adjoining vehicular right-of-way traveling in a forward direction.

2. The minimum width is twenty-six (26) feet for two-way traffic, however, primary drive aisles shall be thirty (30) feet wide. Greater widths may be required at the discretion of the City. Pavement graphics and directional signs and arrows shall be provided.
D. Interior Parking Lot Dimensions. The minimum dimensions and layout of interior circulation drive aisles and other maneuvering areas shall be adequate to provide for safe vehicular movements and to avoid conflicts with pedestrian, subject to the review and approval of the City Traffic Engineer.

16.34.080 - Parking facility development standards.

A. Paving Required.
   1. All parking spaces and associated driveways shall be entirely paved with concrete or asphalt-type surfacing as per City standards and requirements.
   2. All newly constructed driveways and parking areas shall be concrete, asphalt, or as otherwise approved by the City.
   3. Parking on areas which do not meet the above standards shall be prohibited.

B. Parking Space Delineation.
   1. Each parking space shall be clearly marked and maintained with paint or another easily distinguishable material.

C. Construction.
   1. All driveways and parking areas shall be constructed and striped in accordance with road and drainage standards established by the City and the Fire District.
   2. Curbs shall be used in conjunction with landscaped areas, as approved by the City.
   3. A six-inch concrete step-out shall be provided along the curb (for an aggregate of twelve (12) inches of paved surface) where landscaping is adjacent to parking spaces.

D. Lighting. Outdoor parking areas, in all zones other than single-family residential zones, shall be designed and maintained with a lighting system providing an illumination level of one foot-candle throughout the parking area, while preventing glare or direct illumination from intruding into any areas outside the parking lot.

E. Landscaping and Screening. Parking lot landscaping shall be provided and maintained as required in this Development Code.
16.34.090 - Combined or shared parking facilities.

A. For Uses on Separate Lots or Parcels. Required parking facilities for nonresidential uses may be provided collectively for two or more buildings or uses located on the same or separate contiguous lots or parcels of land, provided that the total combined parking facilities meet or exceed all other minimum parking capacity requirements for the buildings or uses. A covenant, approved as to form
by the City Attorney, shall be recorded describing the combined parking arrangement and granting reciprocal access rights to the parking facilities.

B. Shared Parking For Separate Uses Within the Same Development. Where two or more uses are located on the same parcel, the applicant may propose the use of shared parking, provided that a shared parking analysis is approved by the City, demonstrating that sufficient parking will be provided at all times for all uses. Such shared parking analysis shall be prepared pursuant to guidelines published by the Urban Land Institute or other guidelines as approved by the City. Where separate parcels exist within a single development, a parking agreement shall be required, per subsection A of this section.

16.34.100 - Loading space requirements.

A. Number of Spaces Required. Required loading spaces will be determined on a case-by-case basis, depending on the requirements of each project.

B. Dimensions. The dimensions of loading spaces will be determined on a case-by-case basis, depending on the requirements of each project (including the length of trucks to be served and the configuration of buildings on the site).

C. Location. All loading areas shall be located outside of any required aisles or other circulation areas. Adequate turning radii shall be provided to allow a vehicle to maneuver without backing into a street or without backing into the loading space from the street.
Chapter 16.34 - PARKING AND LOADING

Sections:

16.34.010 - Intent and purpose.

The purpose of the parking and loading regulations is to ensure that all land uses provide adequate off-street parking facilities and adequate facilities for vehicle movement and loading activities associated with a use. The intent of these regulations is to ensure that the use of land does not negatively interfere with the use of and circulation on public rights-of-way, and that private on-site circulation does not pose a potential safety problem.

16.34.020 - Applicability.

A. The minimum standards of this chapter shall apply to all proposed land uses, buildings, and structures.

B. The minimum standards of this chapter shall also apply to all proposed additions, enhancements, and modifications to existing land uses or structures. At the time the building or structure is added onto, enlarged, or the use is intensified so as to cause a need for additional parking, parking and loading spaces shall be provided for both the existing units and the modified or enlarged portions so as to conform to provisions of this chapter, except as indicated in subsection C of this section.

C. Exemption for Existing Single-Family Homes. Structural additions or reconstruction project that is less than the fifty (50) percent of the square footage of the existing on-site buildings is not required to meet the parking requirement as indicated in Table 65-1, provided that the existing single-family home already provides two covered parking spaces.

16.34.030 - Site plan and building permit required.

A. A Site Plan shall be required for all required parking facilities. The plan shall consist of a detailed layout of the parking facility, site, and parking lot landscaping. The plan shall be accurately dimensioned, showing all required parking spaces, landscaped areas, driving aisles, ingress/egress points, etc. The Site Plan shall be submitted and reviewed in conjunction with any application for planning, land use, engineering, or building permit.

B. A parking facility or driveway shall have building and engineering permits for the facility or driveway in accordance with applicable provisions contained in the Municipal Code.

16.34.040 - Encroachment into right-of-way prohibited.

Land within the right-of-way of a proposed street or highway, or within the planned ultimate right-of-way on a street or highway proposed to be widened, shall not be used to provide required parking and loading facilities.

16.34.045 - Clear corner areas at street intersections and driveways for sight visibility.

See Section 16.06.080 of this Code.

16.34.050 - Location of parking and loading facilities.

A. Residential Uses.

1. Required parking facilities for residential zone districts shall be located on the same lot or parcel of land as the use the parking facilities are intended to serve, or within a single development as approved through the applicable entitlement permit granted pursuant to this Municipal Code that includes a requirement that a covenant, approved as to form by the City Attorney, shall be recorded describing the combined parking arrangement and granting reciprocal access rights to the parking facilities, as approved by the Director of Community Development. The facilities shall be...
conveniently and safely located on the site. Required parking facilities provided by a given project shall be used exclusively for parking purposes by that project or residence, and shall not be leased, sold, or utilized by other projects or entities.

2. Per Section 16.34.080 of this chapter, parking on unpaved areas is prohibited in all zoning districts.

3. Within a required front yard area, vehicles may be parked only on a parking space as defined in Section 16.34.080 of this chapter. Vehicles parked within a front yard area may not extend past the right-of-way line at the front of the lot or into an easement for sidewalk or access purposes.

4. Vehicles may be parked in a side or rear yard area, or within the buildable area of a lot on a parking space as defined in Section 16.34.080 of this chapter, provided that a minimum of three feet of clearance is provided between the vehicle and the adjacent outside wall of any structure containing windows.

B. Nonresidential Uses. Required parking for nonresidential uses shall be located:

1. On the same lot or parcel of land as the use which the facilities serve; or

2. On an adjoining lot or parcel of land under the same ownership as the lot supporting the use the parking facilities serve, provided that the adjoining lot is merged with the property containing the primary use for which the parking is required; or a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A); or

3. On a lot or parcel of land separated only by an alley (twenty (20) feet wide or less) from the lot or parcel supporting the use the parking facilities serve, provided:

   a. That such lots or parcels are under the same ownership;

   b. That such lots or parcels would be contiguous if not separated by the alley;

   c. That direct vehicular and pedestrian passage between such lots or parcels would be possible if the alley were vacated;

   d. That the parking and vehicular access on such lots or parcels can be designed to ensure safe pedestrian movement between the parking and the property containing the primary use it is intended to serve; and

   e. That a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A).

16.34.060 - Number of parking spaces required.

A. Required Spaces.

1. Table 65-1 specifies the number of off-street parking spaces required for specific uses. The requirement for a use not specifically mentioned shall be the same as for a specified use which has the most similar traffic and/or parking-generating characteristics. The Community Development Director shall determine what constitutes similar traffic-generating characteristics.

2. As provided in Chapter 16.72 (Minor Variances) of this Code, the Director of Community Development may approve up to a thirty (30) percent reduction in the number of required parking spaces. Reductions of more than thirty (30) percent may be approved by the Planning Commission, as provided in Chapter 16.70 (Major Variances).

3. Evaluating parking for new uses within tenant spaces of existing shopping centers shall be calculated at the approved commercial center ratio. Notwithstanding the above, those uses
that are identified in Appendix A of this Municipal Code as requiring a use permit may require, as part of its entitlement process, a shared parking study to determine appropriate parking ratios.

B. Fractional Spaces. If the calculation of required parking spaces results in a fractional number, that number shall be rounded up to the next whole number.

C. Total Spaces Required. Accessible and Electric Vehicle Parking spaces may count towards the total parking requirement listed below in Table 65-1 unless otherwise regulated by the California Building Code.

D. For the purposes of this section, parking ratios shall be calculated by total Gross Floor Area (GFA) as defined in Chapter 16.02, or noted otherwise below in Table 65-1.

Table 65-1.
Number of Automobile Parking Spaces Required

<table>
<thead>
<tr>
<th>Use</th>
<th>Required Number of Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural/Animal Keeping Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Animal Shelter, Commercial Kennel, Farming/Orchard (Commercial), Horticulture Services</td>
<td>See General Retail</td>
</tr>
<tr>
<td><strong>Commercial Uses</strong> — Retail, Service, and Other</td>
<td></td>
</tr>
<tr>
<td>Adult Business</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Alcoholic Beverage on-site sales exclusive to persons over legal drinking age (no restaurant component)</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Athletic, Fitness or Health Facility, and Live Entertainment 2,000 SF-GFA or less Dance Studio, Karate Studio and the like</td>
<td>1 space/100 SF-GFA</td>
</tr>
<tr>
<td>Athletic, Fitness or Health Facility, and Live Entertainment 2,001 SF-GFA or more</td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Automobile Accessory Sales</td>
<td>See General Retail</td>
</tr>
<tr>
<td>Automobile Dealer New and Used Sales</td>
<td>1 space/2,000 SF-GLA-GLA</td>
</tr>
<tr>
<td>Use</td>
<td>Parking Details</td>
</tr>
<tr>
<td>--------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Automobile/Truck/Recreational Vehicle Rental - Onsite</td>
<td>1 space/350 SF-GFA, plus 1 space/2,000 SF of outdoor storage or if within existing shopping center, 1 space/per rental vehicle</td>
</tr>
<tr>
<td>Automotive Car Wash</td>
<td>3/1,000 SF-GFA</td>
</tr>
<tr>
<td>Automotive Paint/Body/Service and Repair Shop</td>
<td>1 space/250 SF-GFA of office space, 2 spaces, plus 3 spaces for each service/service bay (service bays do not count as spaces)</td>
</tr>
<tr>
<td>Automotive Tire sales/installation</td>
<td></td>
</tr>
<tr>
<td>Boarding House/Furniture Stores</td>
<td>1 space/per 2 beds, 1 space/500 SF-GFA</td>
</tr>
<tr>
<td>Self-Service Car Wash</td>
<td>3/1,000 SF-GFA</td>
</tr>
<tr>
<td>General Retail of less than 25,000 SF-GFA</td>
<td>1 space/250 SF-GFA, with a minimum of 4 spaces. If restaurant space occupies more than 10% of total GFA, or if an individual restaurant contains more than 1,000 SF, then additional parking shall be provided for excess restaurant space beyond the 10% or 1,000 SF. The additional parking shall be calculated at the restaurant rate.</td>
</tr>
<tr>
<td>General Retail as part of Shopping Center of 25,000 SF or greater</td>
<td>1 space/250 SF-GFA, with a minimum of 4 spaces. If restaurant space occupies more than 10% of total GFA, the additional parking for the additional restaurant space beyond the 10% shall be calculated at the restaurant rate. 1 space/250 SF-GFA</td>
</tr>
<tr>
<td>Home Improvement Center/Outdoor Sales, including lumber yards, salvage yards</td>
<td>1 space/250 SF-GFA for indoor sales, plus 1 space/1,000 SF gross outdoor retail area, plus additional parking as required for indoor sales area, service facilities, and other uses</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>1 space/guest room, plus additional spaces for restaurant and public assembly areas as required for those uses</td>
</tr>
</tbody>
</table>

175/201
<table>
<thead>
<tr>
<th><strong>Laundromat</strong></th>
<th>1 space/3 washing machines</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Micro-Brewery/Distillery/Winery</strong></td>
<td>Subject to a parking analysis under Minor Use Permit or Conditional Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td><strong>Plant Nurseries Retail</strong></td>
<td>1 space/1,000 SF indoor GFA, plus 1 space/2,000 SF gross outdoor retail area</td>
</tr>
<tr>
<td><strong>Residential Sales Office (Temporary)</strong></td>
<td>3 spaces per model home or unit, including at least 1 space designated for vehicles displaying a <strong>disabled</strong> placard</td>
</tr>
<tr>
<td><strong>Temporary Sales (Christmas Tree/Pumpkins)</strong></td>
<td>1 space per each 500 SF of tree/pumpkin display area. Minimum number of spaces is subject to review and approval by the City; at least one space must be designated for vehicles displaying a <strong>disabled/ handicapped</strong> placard.</td>
</tr>
<tr>
<td><strong>Tutoring/Music Instruction 2,000 SF-GFA or less</strong></td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td><strong>Tutoring/Music Instruction 2,001 SF-GFA or more</strong></td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
</tbody>
</table>

### Business Park/Light Industrial and Manufacturing Uses

<table>
<thead>
<tr>
<th><strong>Research and Development</strong></th>
<th>1 space/300 SF-GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Manufacturing, Breweries/Distilleries/Wineries, Recycling Facility Commercial more than 500 SF-GFA and Processing Uses</strong> (not including buildings used exclusively for warehouse purposes)</td>
<td>1 space/500 SF-GFA of industrial/manufacturing area, plus 1 space/300 SF-GFA of office use, plus 1 space/1,000 SF-GFA of warehouse area (Note: Buildings in the BP zone district which are built with the intention of converting to a more parking-intensive use at a later date may be required to submit a parking plan showing the configuration of parking for the ultimate use.)</td>
</tr>
<tr>
<td><strong>Self-Storage Mini-Storage Warehouse</strong></td>
<td>1 space/2,500 SF-GFA of warehouse area, plus additional spaces as required for any associated</td>
</tr>
<tr>
<td>Use Description</td>
<td>Space Requirements</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Residential/office uses</td>
<td></td>
</tr>
<tr>
<td>1 space/1,000 SF-GFA of warehouse area, plus 1 space/300 SF of office use</td>
<td></td>
</tr>
<tr>
<td>Warehouses used exclusively for storage</td>
<td></td>
</tr>
<tr>
<td>1 space/1,000 SF-GFA of warehouse area, plus 1 space/300 SF of office use</td>
<td></td>
</tr>
<tr>
<td><strong>Institutional and Assembly Uses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Public Assembly and Community Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Auditoriums, Places of Public Assembly and Religious Institutions: Church, chapel, religious facility, cemetery, mortuary</td>
<td>1 space/3 fixed seats (or 54&quot; of bench seating), or 1 space/25 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Theaters: Movie – Multiple Screen, Mobile – Single Screen, Live Performance</td>
<td>1 space/3 seats, plus (5 + .5/screen) spaces for employees</td>
</tr>
<tr>
<td>1 space/3 seats, plus 5 spaces for employees</td>
<td>1 space/25 SF-GFA</td>
</tr>
<tr>
<td>Union Halls, Lodges, Clubs</td>
<td>1 space/50 SF-GFA</td>
</tr>
<tr>
<td>Day Care, Nursery School</td>
<td>1 space per employee, plus 1 space/10 children based on facility capacity</td>
</tr>
<tr>
<td>Professional School: Trade School, Business School, Adult Education</td>
<td></td>
</tr>
<tr>
<td>School/Education Institution K-12 grades: Private Elementary and Junior High School</td>
<td>1.5 spaces/classroom, plus 1 space/5 fixed seats in auditorium, gymnasium or similar public assembly facility, or 1 space/35 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Private High School</td>
<td>1.5 spaces/classroom, plus 1 space/5 students based on maximum student capacity</td>
</tr>
<tr>
<td>College or University</td>
<td>1 space/employee, plus 1 space/3 students based on maximum student capacity</td>
</tr>
<tr>
<td>Museums, Art Galleries</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Libraries</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Medical Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Hospitals and Medical Centers (providing acute care, clinical, surgical, teaching, research and office services)</td>
<td>1 space/2 patient beds, plus 1 space for each employee and staff member on largest shift</td>
</tr>
<tr>
<td>Medical Clinic/Urgent Care</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>Medical Laboratories (Tutoring, Music Instruction, and similar uses)</td>
<td>1 space/3200 SF-GFA</td>
</tr>
<tr>
<td>Veterinary Hospital</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td><strong>Office Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Entertainment Center (Indoor) (Arcades, Billiard Parlor)</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A: 1 space/150 SF-GFA</td>
</tr>
<tr>
<td>Entertainment Center (Outdoor) (Bowling Alley)</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A: 5 spaces/lane, plus auxiliary uses calculated separately as required by this section</td>
</tr>
<tr>
<td>General Office (Business and Professional (except medical offices):</td>
<td></td>
</tr>
<tr>
<td>• Up to 2,000 SF-GFA</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>• 2,001 to 5,000 SF-GFA</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>• 5,001 and over SF-GFA</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Medical and Dental Offices</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Veterinary Office</td>
<td>1 space/250 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Financial Services (banks, savings and loans, credit unions)</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td><strong>Recreation and Entertainment Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Parking Requirement</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Dance Halls</td>
<td>1 space/20 gross SF dance floor area, plus 1 space per 3 fixed seats. Where there are no fixed seats, 1 space per 20 SF of seating area.</td>
</tr>
<tr>
<td>Driving Range</td>
<td>Parking requirements subject to case-by-case review.</td>
</tr>
<tr>
<td>Game Courts (Commercial Venture)</td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Golf Course—Regulation and Pitch and Putt</td>
<td>Subject to parking analysis under Conditional Use Permit Pursuant to Appendix A Parking requirements subject to case-by-case review.</td>
</tr>
<tr>
<td>Swimming Pool or similar recreation water facility (Commercial Venture)</td>
<td>Subject to parking analysis under Minor Use Permit Pursuant to Appendix A</td>
</tr>
<tr>
<td>Gym, Spa, Health Club</td>
<td>1 space/100 SF GFA</td>
</tr>
<tr>
<td>Miniature Golf</td>
<td>1.5 spaces/hole, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td>Skating rink—Ice or Roller</td>
<td>1 space/100 SF of rink, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td>Public Swimming Pool (as defined by the California Building Code)</td>
<td>10 spaces, or 1 space/1,000 SF of lot area, plus 1 space/2 employees, whichever is greater.</td>
</tr>
<tr>
<td>Handball/Racquetball—Commercial Facility</td>
<td>3 spaces/court, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td>Tennis Courts—Commercial Facility or associated with private club</td>
<td>3 spaces/court, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td>Temporary Christmas tree, pumpkin, and other seasonal sales</td>
<td>1 space/500 SF of display and sales areas</td>
</tr>
<tr>
<td>Temporary Residential Home or Lot Sales</td>
<td>1 space/200 SF office sales area, with minimum of 4 spaces</td>
</tr>
<tr>
<td>Residential Uses</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Apartments in the RM-1, RM-2, and RM-3 zoning districts</strong></td>
<td>2 spaces per unit, with one space required to be</td>
</tr>
<tr>
<td></td>
<td>covered, plus one guest for every 2 dwelling units,</td>
</tr>
<tr>
<td></td>
<td>plus the following:</td>
</tr>
<tr>
<td></td>
<td>3 spaces for each on-site rental or sales office for developments</td>
</tr>
<tr>
<td></td>
<td>of 100 units or less, plus 1 additional</td>
</tr>
<tr>
<td></td>
<td>space for each additional 100 units or fraction thereof, plus 2</td>
</tr>
<tr>
<td></td>
<td>additional spaces dedicated for post office delivery and mail</td>
</tr>
<tr>
<td></td>
<td>pick-up by residents</td>
</tr>
<tr>
<td><strong>Note:</strong> Dedicated spaces cannot be counted toward meeting the required</td>
<td></td>
</tr>
<tr>
<td>parking, i.e., accessible spaces, loading spaces.</td>
<td></td>
</tr>
<tr>
<td>**Duplex, multifamily condominiums, townhouses, and similar</td>
<td>2-car garage or carport for each unit, plus one guest space for</td>
</tr>
<tr>
<td>developments in the RM-1, RM-2, and RM-3 zoning districts**</td>
<td>every 2 dwelling units, plus the following:</td>
</tr>
<tr>
<td></td>
<td>3 spaces for each on-site rental or sales office for developments</td>
</tr>
<tr>
<td></td>
<td>of 100 units or less, plus 1 additional</td>
</tr>
<tr>
<td></td>
<td>space for each additional 100 units or fraction thereof, plus 2</td>
</tr>
<tr>
<td></td>
<td>additional spaces dedicated for post office delivery and mail</td>
</tr>
<tr>
<td></td>
<td>pick-up by residents</td>
</tr>
<tr>
<td><strong>Note:</strong> Dedicated spaces cannot be counted toward meeting the required</td>
<td></td>
</tr>
<tr>
<td>parking, i.e., accessible spaces, loading spaces.</td>
<td></td>
</tr>
<tr>
<td><strong>Mobilehome Park</strong></td>
<td>2 spaces per unit, plus one guest space per every 2 units,</td>
</tr>
<tr>
<td></td>
<td>plus 2 spaces for each on-site sales or rental office</td>
</tr>
<tr>
<td>**Single-family Dwelling Unit, detached or attached, in RA, RR, and RS, and</td>
<td>Up to 3,100 SF—4 spaces (2 must be in a garage²)²</td>
</tr>
<tr>
<td>MU zoning districts**</td>
<td>3,101—6,000 SF—5 spaces (3 must be in a garage³)³</td>
</tr>
<tr>
<td></td>
<td>6,001 and above-6 spaces (4 must be in a garage⁴)⁴</td>
</tr>
<tr>
<td><strong>Note:</strong></td>
<td>1. The gross square footage excludes the garage space</td>
</tr>
<tr>
<td><strong>Note:</strong> Dedicated spaces cannot be counted toward meeting the required</td>
<td></td>
</tr>
<tr>
<td>parking, i.e., accessible spaces, loading spaces.</td>
<td></td>
</tr>
<tr>
<td>Use Type</td>
<td>Parking Requirements</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Fraternity/Sorority/Rooming House</td>
<td>1 space per bed</td>
</tr>
<tr>
<td>Convalescent Facility</td>
<td>1 space for every 4 beds, plus parking for on-site employee housing</td>
</tr>
</tbody>
</table>

**Restaurants**

- **Outdoor Dining Areas for in excess of 16 seats for Sit-Down or Fast Food restaurants**
  - The greater of 1 space per 150-200 SF of outdoor seating area or 1 space for every three seats

- **Sit-Down Restaurants, as defined in Chapter 16.02 of this Code**
  - 1 space/75-100 SF-GFA of serving area, plus 1 space/200 SF-GFA of kitchen area or 1 space for every three persons (as determined by occupancy load)
  - Restaurants with drive-through areas must provide at least 6 on-site queuing spaces for patron vehicles ahead of the menu board, or as approved by the City or subject to a queuing analysis under a Conditional Use Permit pursuant to Appendix A

- **Drive-In, Fast Food, and Walkup Restaurants, as defined in Chapter 16.02 of this Code**
  - Minimum of 5 spaces plus the greater of 1 space for every three seats or 10 spaces per 1,000 SF-GFA
  - Restaurants with drive-through areas must provide at least 6 on-site queuing spaces for patron vehicles ahead of the menu board, or as approved by the City

**Supportive Uses**

- **Assisted Living/Nursing Facility**
  - 1 space for every 4 beds, plus parking for on-site employee housing

- **Day Care Facility, Commercial**
  - 1 space per employee, plus 1 space/10 children

- **Emergency Shelter**
  - 1 space/4 beds
C. **Accessible Parking Spaces** (Handicapped Parking). Parking for disabled/handicapped persons shall be provided pursuant to the provisions of Title 24 of the California Code of Regulations.

D. Compact Parking. Compact parking spaces are not permitted. However, such spaces existing on December 14, 1995 may continue to exist as a legal non-conforming use. Parking lots which contain compact spaces as of December 14, 1995 which are restriped to eliminate compact spaces will not be subject to the parking requirements of this chapter, if the elimination of compact spaces results in a deficit of parking (as calculated using the standards in this chapter).

E. Bicycle Parking. Bicycle parking spaces shall comply in accordance with the currently adopted California Building Code. Parking spaces for bicycles shall be provided as required by Table 65-2. For any use for which bicycle parking is required, a minimum of four bicycle spaces shall be provided.

F. Electric Vehicle Parking Spaces (EV parking spaces). EV parking spaces shall meet the minimum parking stall dimension as indicated in Figure 65-1 of this code, and shall comply with the currently adopted California Building Code.

16.34.070 - Parking facility layout and dimensions.

Parking facilities shall be designed to conform to the following minimum standards:

A. Access.

1. Off-Street Parking. Fully accessible, adequate and safe ingress and egress shall be provided from and to a street, highway, alley, or driveway, as required by the City.

2. On-Street Parking. On-street parking for public roads shall comply with Title 12 of the Chino Hills Municipal Code (Streets, Sidewalks and Public places standards) and Chapter 8.16 of the Chino Hills Municipal Code (adopting by reference the California Fire Code) standards. On-street parking for private roads shall adhere to City Engineering standards, unless otherwise modified subject to Fire District concurrence and the applicable entitlement permit pursuant to this Municipal Code. No on-street shall be permitted on roadways with a right-of-way width of less than thirty-two (32) feet. For roadways with right-of-way width between thirty-two (32) feet and forty (40) feet, parallel parking shall be permitted on one side only. Parallel parking may be allowed on both sides on roadways with a right-of-way width greater than forty (40) feet. Signs shall be provided to restrict or prohibit parking in accordance with this section.

B. Parking Space Dimensions. The minimum size of a non-covered parking space shall be nine feet wide and nineteen (19) feet long. A 2-foot overhang may count towards the minimum length of nineteen (19) feet provided the overhang does not encroach into a minimum five-foot clear walkway (reference Figure 65-1). The minimum interior clear space for a one-car garage space is ten (10) feet wide by twenty (20) feet long (by example, a two-car garage would be required to be at least twenty (20) feet wide by twenty (20) feet long), free and clear of washer and dryer, water heater, etc. The minimum size of an accessible parking space shall be as directed by Title 24 of the California Code of Regulations.

**Table 65-2.**

**Number of Bicycle Parking Spaces Required**
<table>
<thead>
<tr>
<th>Use</th>
<th>Required Spaces—% of Auto Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Single-family</td>
<td>0</td>
</tr>
<tr>
<td>Multi-family</td>
<td>1-space per each four units</td>
</tr>
<tr>
<td><strong>Public Assembly and Community Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Child Care, Preschools, Senior Centers</td>
<td>10%</td>
</tr>
<tr>
<td>Libraries, Auditoriums, Museums, Galleries, Stadiums, Theaters</td>
<td>5%</td>
</tr>
<tr>
<td>Private Schools, Private Colleges, Trade Schools</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Industrial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Manufacturing and Warehousing</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Office Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Banks, Savings and Loans</td>
<td>15%</td>
</tr>
<tr>
<td>General Office</td>
<td>10%</td>
</tr>
<tr>
<td>Medical, Dental, and Veterinary Offices</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Commercial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Bowling Alleys, Billiard Parlors, Roller and Ice Rinks, Private Clubs</td>
<td>10%</td>
</tr>
<tr>
<td>Health Clubs and Studios</td>
<td>10%</td>
</tr>
<tr>
<td>Hospitals and Medical Centers</td>
<td>10%</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>5%</td>
</tr>
</tbody>
</table>
C. Parking Access. Access leading to parking facilities, including garages for private residences, shall meet the following dimensions:

**Single-Family Residential and Duplex:**

1. **Minimum Residential Driveway Width.** The minimum width shall be nineteen (19) feet or equal to the width of the main garage door, whichever is less. For garages located outside the front yard of the property, the driveway leading to the garage shall be a minimum width of twelve (12) feet, provided the width directly in front of the garage is equal to or greater than the main garage door. Pavement graphics and directional signs and arrows shall be provided. The minimum width is twenty-six (26) feet for two-way traffic, however, primary drive aisles shall be thirty (30) feet wide. Greater widths may be required at the discretion of the City.

2. **Minimum Residential Driveway Length.** Driveways for single-family or duplex units in any zoning district shall be a minimum of nineteen (19) feet in length.

3. **Limit on Residential Driveways.** The number of permitted driveways shall be one per fifty (50) feet of lot frontage, or fraction thereof, not to exceed a total of two driveways for a lot with a frontage of 50 feet or less; two driveways are permissible for lots with a frontage greater than 50 feet, provided there is a minimum separation of ten (10) feet between the driveways. A curved driveway with two entrances shall count as one driveway and shall have a minimum separation of ten (10) feet between drive entrances, for the purposes of this section.

4. **Shared Driveway.** Shared driveways for adjoining residential lots shall be a minimum width of nineteen (19) feet, and subject to Zoning Clearance pursuant to Section 16.79 procedures.

**Non-Residential and Multi-Family:**

14. **Maneuvering Areas.** Except for residential uses of two or fewer units per building site, access to facilities adjoining roadways classified as collector street or higher in the General Plan Circulation Element shall be arranged so that any vehicle can leave the parking area and enter into an adjoining vehicular right-of-way traveling in a forward direction.

2. **The minimum width is twenty-six (26) feet for two-way traffic, however, primary drive aisles shall be thirty (30) feet wide. Greater widths may be required at the discretion of the City. Pavement graphics and directional signs and arrows shall be provided.**

D. **Interior Parking Lot Dimensions.** The minimum dimensions and layout of interior circulation drive aisles and other maneuvering areas shall be adequate to provide for safe vehicular movements and to avoid conflicts with pedestrian, subject to the review and approval of the City Traffic Engineer.

16.34.080 - Parking facility development standards.

A. **Paving Required.**
1. All parking spaces and associated driveways shall be entirely paved with concrete or asphalt-type surfacing as per City standards and requirements.

2. All newly constructed driveways and parking areas shall be concrete, asphalt, or as otherwise approved by the City.

3. Parking on areas which do not meet the above standards shall be prohibited.

B. Parking Space Delineation.

1. Each parking space shall be clearly marked and maintained with paint or another easily distinguishable material.

2. Spaces in which vehicles are reasonably expected to park for an average of less than thirty (30) minutes shall be delineated with double lines, as shown in Figure 65-1.

3. Spaces in which vehicles are reasonably expected to park for an average of thirty (30) minutes or more may be delineated with single or double lines, as shown in Figure 65-1.

C. Construction.

1. All driveways and parking areas shall be constructed and striped in accordance with road and drainage standards established by the City and the Fire Authority District.

2. Wheel stops, ground-mounted bumpers, and similar devices are prohibited. Curbs shall be used in conjunction with landscaped areas, as approved by the City.

3. A six-inch concrete step-out shall be provided along the curb (for an aggregate of twelve (12) inches of paved surface) where landscaping is adjacent to parking spaces.

D. Lighting. Outdoor parking areas, in all zones other than single-family residential zones, shall be designed and maintained with a lighting system providing an illumination level of one foot-candle throughout the parking area, while preventing glare or direct illumination from intruding into any areas outside the parking lot.

E. Landscaping and Screening. Parking lot landscaping shall be provided and maintained as required in this Development Code and the City of Chino Hills Landscape Manual.
Landscaping or Paving May Be Used In This Area

2-Foot Vehicle Overhang Allowed
Over Sidewalk or Planter Area;
Overhang Area May Contain Groundcover or Paving Only

Double Line suggested for Parking Spaces in High Traffic Areas (See Text), Spacing between double lines = 1 foot

Wheel Stops Prohibited (See Text)

Single Line required for parking space delineation

Width of Parking Space measured from the midpoint of the lines delineating the space or the midpoint between double lines, if used. Minimum dimensions for standard spaces = 9’ Wide by 19’ Long. Compact spaces are prohibited, per Section 16.34.060(D) of this code.
16.34.090 - Combined or shared parking facilities.

A. For Uses on Separate Lots or Parcels. Required parking facilities for nonresidential uses may be provided collectively for two or more buildings or uses located on the same or separate contiguous lots or parcels of land, provided that the total combined parking facilities meet or exceed all other minimum parking capacity requirements for the buildings or uses. A covenant, approved as to form
by the City Attorney, shall be recorded describing the combined parking arrangement and granting reciprocal access rights to the parking facilities.

B. Shared Parking For Separate Uses Within the Same Development. Where two or more uses are located on the same parcel, the applicant may propose the use of shared parking, provided that a shared parking analysis is approved by the City, demonstrating that sufficient parking will be provided at all times for all uses. Such shared parking analysis shall be prepared pursuant to guidelines published by the Urban Land Institute or other guidelines as approved by the City. Where separate parcels exist within a single development, a parking agreement shall be required, per subsection A of this section.

16.34.100 - Loading space requirements.

A. Number of Spaces Required. Required loading spaces will be determined on a case-by-case basis, depending on the requirements of each project.

B. Dimensions. The dimensions of loading spaces will be determined on a case-by-case basis, depending on the requirements of each project (including the length of trucks to be served and the configuration of buildings on the site).

C. Location. All loading areas shall be located outside of any required aisles or other circulation areas. Adequate turning radii shall be provided to allow a vehicle to maneuver without backing into a street or without backing into the loading space from the street.

16.34.110 - Bicycle parking standards.

A. Separation from Automobile Parking. Bicycle parking spaces shall be separated from automobile parking spaces or aisles by a wall, fence, or curb, or by at least five feet of open space where parking is prohibited.

B. Aisles. Aisles or walkways providing access to bicycle parking spaces shall be at least five feet wide.

C. Signs. Signs which are clearly readable from the automobile parking area shall be displayed to indicate the availability and location of bicycle parking.
Chapter 16.34 - PARKING AND LOADING

Sections:

16.34.010 - Intent and purpose.

The purpose of the parking and loading regulations is to ensure that all land uses provide adequate off-street parking facilities and adequate facilities for vehicle movement and loading activities associated with a use. The intent of these regulations is to ensure that the use of land does not negatively interfere with the use of and circulation on public rights-of-way, and that private on-site circulation does not pose a potential safety problem.

(Ord. 68 § 9.65.010, 1995)

16.34.020 - Applicability.

A. The minimum standards of this chapter shall apply to all proposed land uses, buildings, and structures.

B. The minimum standards of this chapter shall also apply to all proposed additions, enhancements, and modifications to existing land uses or structures. At the time the building or structure is added onto, enlarged, or the use is intensified so as to cause a need for additional parking, parking and loading spaces shall be provided for both the existing units and the modified or enlarged portions so as to conform to provisions of this chapter, except as indicated in subsection C of this section.

C. Exemption for Existing Single-Family Homes. Structural additions or reconstruction project that is less than the fifty (50) percent of the square footage of the existing on-site buildings is not required to meet the parking requirement as indicated in Table 65-1, provided that the existing single-family home already provides two covered parking spaces.

(Ord. 174 §§ 5, 6, 2005; Ord. 68 § 9.65.020, 1995)

16.34.030 - Site plan and building permit required.

A. A Site Plan shall be required for all required parking facilities. The plan shall consist of a detailed layout of the parking facility, site, and parking lot landscaping. The plan shall be accurately dimensioned, showing all required parking spaces, landscaped areas, driving aisles, ingress/egress points, etc. The Site Plan shall be submitted and reviewed in conjunction with any application for planning, land use, engineering, or building permit.

B. A parking facility or driveway shall have building and engineering permits for the facility or driveway in accordance with applicable provisions contained in the Municipal Code.

(Ord. 68 § 9.65.030, 1995)

16.34.040 - Encroachment into right-of-way prohibited.

Land within the right-of-way of a proposed street or highway, or within the planned ultimate right-of-way on a street or highway proposed to be widened, shall not be used to provide required parking and loading facilities.

(Ord. 68 § 9.65.040, 1995)

16.34.045 - Clear corner areas at street intersections and driveways for sight visibility.
16.34.050 - Location of parking and loading facilities.

A. Residential Uses.
   1. Required parking facilities for residential zone districts shall be located on the same lot or parcel of land as the use the parking facilities are intended to serve, or within a single development as approved by the Director of Community Development. The facilities shall be conveniently and safely located on the site. Required parking facilities provided by a given project shall be used exclusively for parking purposes by that project or residence, and shall not be leased, sold, or utilized by other projects or entities.
   2. Per Section 16.34.080 of this chapter, parking on unpaved areas is prohibited in all zoning districts.
   3. Within a required front yard area, vehicles may be parked only on a parking space as defined in Section 16.34.080 of this chapter. Vehicles parked within a front yard area may not extend past the right-of-way line at the front of the lot.
   4. Vehicles may be parked in a side or rear yard area, or within the buildable area of a lot on a parking space as defined in Section 16.34.080 of this chapter, provided that a minimum of three feet of clearance is provided between the vehicle and the adjacent outside wall of any structure containing windows.

B. Nonresidential Uses. Required parking for nonresidential uses shall be located:
   1. On the same lot or parcel of land as the use which the facilities serve; or
   2. On an adjoining lot or parcel of land under the same ownership as the lot supporting the use the parking facilities serve, provided that the adjoining lot is merged with the property containing the primary use for which the parking is required; or a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A);
   3. On a lot or parcel of land separated only by an alley (twenty (20) feet wide or less) from the lot or parcel supporting the use the parking facilities serve, provided:
      a. That such lots or parcels are under the same ownership;
      b. That such lots or parcels would be contiguous if not separated by the alley;
      c. That direct vehicular and pedestrian passage between such lots or parcels would be possible if the alley were vacated;
      d. That the parking and vehicular access on such lots or parcels can be designed to ensure safe pedestrian movement between the parking and the property containing the primary use it is intended to serve; and
      e. That a covenant of easement is recorded for parking purposes in accordance with Section 16.34.090(A).

(Ord. 68 § 9.65.050, 1995)

16.34.060 - Number of parking spaces required.

A. Required Spaces.
   1. Table 65-1 specifies the number of off-street parking spaces required for specific uses. The requirement for a use not specifically mentioned shall be the same as for a specified use which
has the most similar traffic and/or parking-generating characteristics. The Community Development Director shall determine what constitutes similar traffic-generating characteristics.

2. As provided in Chapter 16.72 (Minor Variances) of this Code, the Director of Community Development may approve up to a thirty (30) percent reduction in the number of required parking spaces. Reductions of more than thirty (30) percent may be approved by the Planning Commission, as provided in Chapter 16.70 (Major Variances).

B. Fractional Spaces. If the calculation of required parking spaces results in a fractional number, that number shall be rounded up to the next whole number.

Table 65-1.
Number of Automobile Parking Spaces Required

<table>
<thead>
<tr>
<th>Use</th>
<th>Required Number of Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Uses</td>
<td></td>
</tr>
</tbody>
</table>
| Single-family, detached or attached in RA, RR, and RS zoning districts| Up to 3,100 SF-4 spaces (2 must be in a garage)*  
3,101—6,000 SF-5 spaces (3 must be in a garage)*  
6,001 and above-6 spaces (4 must be in a garage)*  
Note:  
The gross square footage excludes the garage space  
*Unless existing as a carport |
| Duplex, multifamily condominiums, townhouses, and similar developments in the RM-1, RM-2, and RM-3 zoning districts | 2-car garage or carport for each unit, plus one guest space for every 2 dwelling units, plus the following:  
3 spaces for each on-site rental or sales office for developments of 100 units or less, plus 1 additional space for each additional 100 units or fraction thereof, plus 2 additional spaces dedicated for post office delivery and mail pick-up by residents  
Note: Dedicated spaces cannot be counted toward meeting the required parking, i.e., accessible spaces, loading spaces |
| Apartments in the RM-1, RM-2, and RM-3 zoning districts               | 2 spaces per unit, with one space required to be covered, plus one guest for every 2 dwelling units, plus the following:  
3 spaces for each on-site rental or sales office for developments of 100 units or less, plus 1 additional space for each additional 100 units or fraction thereof, plus 2 additional spaces dedicated for post office delivery and mail pick-up by residents  
Note: Dedicated spaces cannot be counted toward meeting the required parking, i.e., accessible spaces, loading spaces |
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilehome Park</td>
<td>2 spaces per unit, plus one guest space per every 2 units, plus 2 spaces for each on-site sales or rental office</td>
</tr>
<tr>
<td>Fraternity/Sorority/Rooming House</td>
<td>1 space per bed</td>
</tr>
<tr>
<td>Convalescent Facility</td>
<td>1 space for every 4 beds, plus parking for on-site employee housing</td>
</tr>
<tr>
<td><strong>Public Assembly and Community Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Church, chapel, religious facility, cemetery, mortuary</td>
<td>1 space/3 fixed seats (or 54” of bench seating), or 1 space/25 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Theaters:</td>
<td></td>
</tr>
<tr>
<td>Movie - Multiple Screen</td>
<td>1 space/3 seats, plus (5 + .5/screen) spaces for employees</td>
</tr>
<tr>
<td>Mobile - Single Screen</td>
<td>1 space/3 seats, plus 5 spaces for employees</td>
</tr>
<tr>
<td>Live Performance</td>
<td>1 space/25 SF-GFA</td>
</tr>
<tr>
<td>Union Halls, Lodges, Clubs</td>
<td>1 space/50 SF-GFA</td>
</tr>
<tr>
<td>Day Care, Nursery School</td>
<td>1 space per employee, plus 1 space/10 children based on facility capacity</td>
</tr>
<tr>
<td>Private Elementary and Junior High School</td>
<td>1.5 spaces/classroom, plus 1 space/5 fixed seats in auditorium, gymnasium or similar public assembly facility, or 1 space/35 SF-GFA of assembly area where there are no fixed seats</td>
</tr>
<tr>
<td>Private High School</td>
<td>1.5 spaces/classroom, plus 1 space/5 students based on maximum student capacity</td>
</tr>
<tr>
<td>College or University</td>
<td>1 space/employee, plus 1 space/3 students based on maximum student capacity</td>
</tr>
<tr>
<td>Trade School, Business School, Adult Education</td>
<td>1 space/3 students, plus 1 space for each staff member, faculty member, and employee</td>
</tr>
<tr>
<td>Museums, Art Galleries</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Libraries</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Activity Type</td>
<td>Parking Requirement</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Hospitals and Medical Centers (providing acute, clinical, surgical,</td>
<td>1 space/2 patient beds, plus 1 space for each employee and staff member on largest</td>
</tr>
<tr>
<td>teaching, research and office services)</td>
<td>shift</td>
</tr>
<tr>
<td>Tutoring, Music Instruction, and similar uses</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td><strong>Business Park/Light Industrial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Research and Development</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>General Manufacturing and Processing Uses (not including buildings used</td>
<td>1 space/500 SF of industrial/manufacturing area, plus 1 space/300 SF of office use,</td>
</tr>
<tr>
<td>exclusively for warehouse purposes)</td>
<td>plus 1 space/1,000 SF of warehouse area (Note: Buildings in the BP zone district</td>
</tr>
<tr>
<td></td>
<td>which are built with the intention of converting to a more parking-intensive use at</td>
</tr>
<tr>
<td></td>
<td>a later date may be required to submit a parking plan showing the configuration</td>
</tr>
<tr>
<td></td>
<td>of parking for the ultimate use.</td>
</tr>
<tr>
<td>Warehouses used exclusively for storage</td>
<td>1 space/1,000 SF of warehouse area, plus 1 space/300 SF of office use</td>
</tr>
<tr>
<td>Mini-Storage Warehouse</td>
<td>1 space/2,500 SF-GFA of warehouse area, plus additional spaces as required for any</td>
</tr>
<tr>
<td></td>
<td>associated residential use</td>
</tr>
<tr>
<td><strong>Office Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Medical and Dental Offices</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Veterinary Office</td>
<td>1 space/250 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td>Business and Professional (except medical offices):</td>
<td></td>
</tr>
<tr>
<td>• Up to 2,000 SF-GFA</td>
<td>1 space/200 SF-GFA</td>
</tr>
<tr>
<td>• 2,001 to 5,000 SF-GFA</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>• 5,001 and over SF-GFA</td>
<td>1 space/300 SF-GFA</td>
</tr>
<tr>
<td>Financial Services (banks, savings and loans, credit unions)</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces</td>
</tr>
<tr>
<td><strong>Commercial Uses—Retail, Service, and Other</strong></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Spaces/Unit/Use</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Automotive Service and Repair</td>
<td>2 spaces, plus 3 spaces/service bay (service bays do not count as spaces)</td>
</tr>
<tr>
<td>Automotive Car Wash</td>
<td>3/1,000 SF-GLA</td>
</tr>
<tr>
<td>Self-Service Car Wash</td>
<td>2 spaces/wash bay (wash bays do not count as spaces)</td>
</tr>
<tr>
<td>Automobile Sales</td>
<td>1 space/2,000 SF-GLA</td>
</tr>
<tr>
<td>Dance Studio, Karate Studio and the like</td>
<td>1 space/100 SF-GFA</td>
</tr>
<tr>
<td>Furniture Stores</td>
<td>1 space/500 SF-GFA</td>
</tr>
<tr>
<td>General Retail of less than 25,000 SF-GFA</td>
<td>1 space/200 SF-GFA, with a minimum of 4 spaces If restaurant space occupies more than 10% of total GFA, or if an individual restaurant contains more than 1,000 SF, then additional parking shall be provided for excess restaurant space beyond the 10% or 1,000 SF. The additional parking shall be calculated at the restaurant rate.</td>
</tr>
<tr>
<td>General Retail of 25,000 SF or greater</td>
<td>1 space/250 SF-GFA</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>1 space/guest room, plus additional spaces for restaurant and public assembly areas as required for those uses</td>
</tr>
<tr>
<td>Laundromat</td>
<td>1 space/3 washing machines</td>
</tr>
<tr>
<td>Plant Nurseries</td>
<td>1 space/1,000 SF indoor GFA, plus 1 space/2,000 SF gross outdoor retail area</td>
</tr>
<tr>
<td>Outdoor Sales, including lumber yards, salvage yards</td>
<td>1 space/1,000 SF gross outdoor retail area, plus additional parking as required for indoor sales area, service facilities, and other uses</td>
</tr>
<tr>
<td>Residential Sales Office (Temporary)</td>
<td>3 spaces per model home or unit, including at least 1 space designated for vehicles displaying a handicapped placard</td>
</tr>
<tr>
<td>Temporary Sales (Christmas Tree/Pumpkins)</td>
<td>1 space per each 500 SF of tree/pumpkin display area. Minimum number of spaces is subject to review and approval by the City; at least one space must be designated for vehicles</td>
</tr>
<tr>
<td>Recreation Uses</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>Arcades, Billiard Parlor</strong></td>
<td>1 space/150 SF-GFA</td>
</tr>
<tr>
<td><strong>Bowling Alley</strong></td>
<td>5 spaces/lane, plus auxiliary uses calculated separately as required by this section</td>
</tr>
<tr>
<td><strong>Dance Halls</strong></td>
<td>1 space/20 gross SF dance floor area, plus 1 space per 3 fixed seats. Where there are no fixed seats, 1 space per 20 SF of seating area.</td>
</tr>
<tr>
<td><strong>Driving Range</strong></td>
<td>Parking requirements subject to case-by-case review.</td>
</tr>
<tr>
<td><strong>Golf Course—Regulation and Pitch and Putt</strong></td>
<td>Parking requirements subject to case-by-case review.</td>
</tr>
<tr>
<td><strong>Gym, Spa, Health Club</strong></td>
<td>1 space/100 SF-GFA</td>
</tr>
<tr>
<td><strong>Miniature Golf</strong></td>
<td>1.5 spaces/hole, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td><strong>Skating rink—Ice or Roller</strong></td>
<td>1 space/100 SF of rink, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td><strong>Public Swimming Pool (as defined by the California Building Code)</strong></td>
<td>10 spaces, or 1 space/1,000 SF of lot area, plus 1 space/2 employees, whichever is greater</td>
</tr>
<tr>
<td><strong>Handball/Racquetball—Commercial Facility</strong></td>
<td>3 spaces/court, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td><strong>Tennis Courts—Commercial Facility or associated with private club</strong></td>
<td>3 spaces/court, plus other uses calculated separately as required by this section</td>
</tr>
<tr>
<td><strong>Temporary Christmas tree, pumpkin, and other seasonal sales</strong></td>
<td>1 space/500 SF of display and sales areas</td>
</tr>
<tr>
<td><strong>Temporary Residential Home or Lot Sales</strong></td>
<td>1 space/200 SF office sales area, with minimum of 4 spaces</td>
</tr>
</tbody>
</table>
### Restaurants

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sit-Down Restaurants, as defined in Chapter 16.02 of this Code</td>
<td>1 space/100 SF-GFA or 1 space for every three persons (as determined by occupancy load)</td>
</tr>
<tr>
<td>Drive-In, Fast Food, and Walkup Restaurants, as defined in Chapter 16.02 of this Code</td>
<td>Minimum of 5 spaces plus the greater of 1 space for every three seats or 10 spaces per 1,000 SF-GFA</td>
</tr>
<tr>
<td>Restaurants with drive-through areas must provide at least 6 on-site queuing spaces for patron vehicles ahead of the menu board, or as approved by the City</td>
<td></td>
</tr>
<tr>
<td>Outdoor Dining Areas in excess of 16 seats for Sit-Down or Fast Food restaurants</td>
<td>The greater of 1 space per 200 SF of outdoor seating area or 1 space for every three seats</td>
</tr>
</tbody>
</table>

**Abbreviations:** SF = square feet, GFA = gross floor area, GLA = gross land area

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C. **Handicapped Parking.** Parking for handicapped persons shall be provided pursuant to the provisions of Title 24 of the California Code of Regulations.

D. **Compact Parking.** Compact parking spaces are not permitted. However, such spaces existing on the effective date of this Development Code shall be exempted. Parking lots which contain compact spaces as of the effective date of this Code which are restriped to eliminate compact spaces will not be subject to the parking requirements of this chapter, if the elimination of compact spaces results in a deficit of parking (as calculated using the standards in this chapter).

E. **Bicycle Parking.** Parking spaces for bicycles shall be provided as required by Table 65-2. For any use for which bicycle parking is required, a minimum of four bicycle spaces shall be provided.

(Ord. 174 § 7 (part), 2005; Ord. 162 § 4, 2004; Ord. 68 § 9.65.060, 1995)

(Ord. No. 225, § 3A, 6-9-2009; Ord. No. 262, § 3(i), 4-23-2013; Ord. No. 280, § 4, 12-9-2014)

16.34.070 - Parking facility layout and dimensions.

Parking facilities shall be designed to conform to the following minimum standards:

A. **Access.**

1. **Off-Street Parking.** Fully accessible, adequate and safe ingress and egress shall be provided from and to a street, highway, alley, or driveway, as required by the City.

2. **On-Street Parking.** No on-street shall be permitted on roadways with a right-of-way width of less than thirty-two (32) feet. For roadways with right-of-way width between thirty-two (32)
feet and forty (40) feet, parallel parking shall be permitted on one side only. Parallel parking may be allowed on both sides on roadways with a right-of-way width greater than forty (40) feet. Signs shall be provided to restrict or prohibit parking in accordance with this section.

B. Parking Space Dimensions. The minimum size of a non-covered parking space shall be nine feet wide and nineteen (19) feet long. The minimum interior clear space for a one-car garage space is ten (10) feet wide by twenty (20) feet long (by example, a two-car garage would be required to be at least twenty (20) feet wide by twenty (20) feet long), free and clear of washer and dryer, water heater, etc. The minimum size of an accessible parking space shall be as directed by Title 24 of the California Code of Regulations.

Table 65-2.
Number of Bicycle Parking Spaces Required

<table>
<thead>
<tr>
<th>Use</th>
<th>Required Spaces—% of Auto Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Single-family</td>
<td>0</td>
</tr>
<tr>
<td>Multi-family</td>
<td>1 space per each four units</td>
</tr>
<tr>
<td><strong>Public Assembly and Community Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Child Care, Preschools, Senior Centers</td>
<td>10%</td>
</tr>
<tr>
<td>Libraries, Auditoriums, Museums, Galleries, Stadiums, Theaters</td>
<td>5%</td>
</tr>
<tr>
<td>Private Schools, Private Colleges, Trade Schools</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Industrial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Manufacturing and Warehousing</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Office Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Banks, Savings and Loans</td>
<td>15%</td>
</tr>
<tr>
<td>General Office</td>
<td>10%</td>
</tr>
</tbody>
</table>
Medical, Dental, and Veterinary Offices | 5%
---|---

### Commercial Uses

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bowling Alleys, Billiard Parlors, Roller and Ice Rinks, Private Clubs</td>
<td>10%</td>
</tr>
<tr>
<td>Health Clubs and Studios</td>
<td>10%</td>
</tr>
<tr>
<td>Hospitals and Medical Centers</td>
<td>10%</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>5%</td>
</tr>
<tr>
<td>Restaurant</td>
<td>10%</td>
</tr>
<tr>
<td>Retail</td>
<td>10%</td>
</tr>
</tbody>
</table>

C. Parking Access. Access leading to parking facilities, including garages for private residences, shall meet the following dimensions:

1. **Width.** The minimum width shall be twelve (12) feet for one-way traffic, pavement graphics and directional signs and arrows shall be provided. The minimum width is twenty-six (26) feet for two-way traffic, however, primary drive aisles shall be thirty (30) feet wide. Greater widths may be required at the discretion of the City.

2. **Minimum Residential Driveway Length.** Driveways for single-family or duplex units in any zoning district shall be a minimum of nineteen (19) feet in length.

3. **Limit on Residential Driveways.** The number of permitted driveways shall be one per fifty (50) feet of lot frontage, or fraction thereof, not to exceed a total of two driveways. A curved driveway with two entrances shall count as one driveway for the purposes of this section.

4. **Maneuvering Areas.** Except for residential uses of two or fewer units per building site, access facilities adjoining roadways classified as collector street or higher in the General Plan circulation element shall be arranged so that any vehicle can leave the parking area and enter into an adjoining vehicular right-of-way traveling in a forward direction.

D. Interior Parking Lot Dimensions. The minimum dimensions and layout of interior circulation drives and other maneuvering areas shall be subject to the review and approval of the City Traffic Engineer.

(Ord. 174 § 7 (part), 2005; Ord. 162 § 5, 6, 2004; Ord. 68 § 9.65.070, 1995)

16.34.080 - Parking facility development standards.

A. Paving Required.
1. All parking spaces and associated driveways shall be entirely paved with concrete or asphalt-type surfacing as per City standards and requirements.

2. All newly constructed driveways and parking areas shall be concrete, asphalt, or as otherwise approved by the City.

3. Parking on areas which do not meet the above standards shall be prohibited.

B. Parking Space Delineation.

1. Each parking space shall be clearly marked with paint or another easily distinguishable material.

2. Spaces in which vehicles are reasonably expected to park for an average of less than thirty (30) minutes shall be delineated with double lines, as shown in Figure 65-1.

3. Spaces in which vehicles are reasonably expected to park for an average of thirty (30) minutes or more may be delineated with single or double lines, as shown in Figure 65-1.

C. Construction.

1. All driveways and parking areas shall be constructed and striped in accordance with road and drainage standards established by the City and the Fire Authority.

2. Wheel stops, ground-mounted bumpers, and similar devices are prohibited. Curbs shall be used in conjunction with landscaped areas, as approved by the City.

3. A six-inch concrete stepout shall be provided along the curb (for an aggregate of twelve (12) inches of paved surface) where landscaping is adjacent to parking spaces.

D. Lighting. Outdoor parking areas, in all zones other than single-family residential zones, shall be designed and maintained with a lighting system providing an illumination level of one foot-candle throughout the parking area, while preventing glare or direct illumination from intruding into any areas outside the parking lot.

E. Landscaping and Screening. Parking lot landscaping shall be provided and maintained as required in this Development Code and the City of Chino Hills Landscape Manual.

(Ord. 162 § 7, 2004; Ord. 68 § 9.65.080, 1995)

(Ord. No. 263, §§ (f), (g), 5-28-2013)
16.34.090 - Combined or shared parking facilities.

A. For Uses on Separate Lots or Parcels. Required parking facilities for nonresidential uses may be provided collectively for two or more buildings or uses located on the same or separate contiguous lots or parcels of land, provided that the total combined parking facilities meet or exceed all other minimum parking capacity requirements for the buildings or uses. A covenant, approved as to form by the City Attorney, shall be recorded describing the combined parking arrangement and granting reciprocal access rights to the parking facilities.

B. Shared Parking For Separate Uses Within the Same Development. Where two or more uses are located on the same parcel, the applicant may propose the use of shared parking, provided that a shared parking analysis is approved by the City, demonstrating that sufficient parking will be provided at all times for all uses. Such shared parking analysis shall be prepared pursuant to guidelines published by the Urban Land Institute or other guidelines as approved by the City. Where separate parcels exist within a single development, a parking agreement shall be required, per subsection A of this section.

(Ord. 68 § 9.65.090, 1995)

16.34.100 - Loading space requirements.

A. Number of Spaces Required. Required loading spaces will be determined on a case-by-case basis, depending on the requirements of each project.
B. Dimensions. The dimensions of loading spaces will be determined on a case-by-case basis, depending on the requirements of each project (including the length of trucks to be served and the configuration of buildings on the site).

C. Location. All loading areas shall be located outside of any required aisles or other circulation areas. Adequate turning radii shall be provided to allow a vehicle to maneuver without backing into a street or without backing into the loading space from the street.

(Ord. 68 § 9.65.100, 1995)

16.34.110 - Bicycle parking standards.

A. Separation from Automobile Parking. Bicycle parking spaces shall be separated from automobile parking spaces or aisles by a wall, fence, or curb, or by at least five feet of open space where parking is prohibited.

B. Aisles. Aisles or walkways providing access to bicycle parking spaces shall be at least five feet wide.

C. Signs. Signs which are clearly readable from the automobile parking area shall be displayed to indicate the availability and location of bicycle parking.

(Ord. 68 § 9.65.110, 1995)